



**CITY OF BELTON
CITY COUNCIL
REGULAR MEETING
TUESDAY, MAY 12, 2015 – 7:00 P.M.
CITY HALL ANNEX
520 MAIN STREET
AGENDA**

- I. CALL REGULAR MEETING TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. CONSENT AGENDA

One motion, non-debatable, to approve the “recommendations” noted. Any member of the Council may ask for an item to be taken from the consent agenda for discussion and separate action.

- A. Motion approving the minutes of the April 28, 2015, City Council regular meeting.

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- B. Motion approving Resolution R2015-26:
A RESOLUTION REAPPOINTING BRUCE CHEVALIER AND MIKE MILLER
AND APPOINTING TERRY WARD AND LORI PEEK TO THE MUNICIPAL
PARK BOARD.

Resolution attached

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- C. Motion approving a telephone agreement for the police station with Dice Communications in the amount of \$4,536.00 for one year of maintenance and support.

This amount is included in the FY16 budget.

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- D. Motion approving the purchase of four (4) Motion Computing R12 tablet computers totally \$14,698 for the police patrol cars.

This purchase will complete the 2-year plan of changing out the patrol car computers for tablets. This amount is included in the FY16 budget.

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- E. Motion approving the purchase of a 2016 Ford F350 one ton 4x4 dump truck for \$37,870 for the Water Services Department and disposing of the current 1996 Ford truck by way of auction.

This amount is included in the FY16 budget.

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V. PERSONAL APPEARANCES

Presentation of Proclamations for
Peace Officers Memorial Day and Police Week
National Public Works Week
National EMS Week

VI. ORDINANCES

- A. Motion approving *both* readings of Bill No. 2015-30:
AN ORDINANCE APPROVING THE CONTRACT WITH CANDID MARKETING & COMMUNICATIONS FOR THE DEVELOPMENT OF A COHESIVE BRANDING, MARKETING, AND COMMUNICATION PLAN FOR THE ECONOMIC DEVELOPMENT DEPARTMENT.

Ordinance and other paperwork attached

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- B. Motion approving *final* reading of Bill No. 2015-31:
AN ORDINANCE AMENDING SECTION 16-2, ENTITLED "AMENDMENTS TO AND DELETIONS FROM THE INTERNATIONAL FIRE CODE" OF THE BELTON UNIFIED DEVELOPMENT CODE.

Ordinance previously distributed

- C. Motion approving *first* reading of Bill No. 2015-36:
AN ORDINANCE APPROVING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT FOR THE 155TH STREET IMPROVEMENTS PROJECT.

Ordinance and other paperwork attached

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D. Motion approving *both* readings of Bill No. 2015-37:

AN ORDINANCE APPROVING THE CONTRACT WITH INSITUFORM TECHNOLOGIES FOR THE CURED IN PLACE PIPE TECHNOLOGY (CIPP) 18-INCH SANITARY SEWER LINING PROJECT UNDER I-49 IN A NOT TO EXCEED AMOUNT OF \$43,739.05.

Ordinance and other paperwork attached

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VII. RESOLUTIONS

VIII. CITY COUNCIL LIAISON REPORTS

IX. MAYOR'S COMMUNICATIONS

X. CITY MANAGER'S REPORT

XI. MOTIONS

XII. OTHER BUSINESS

A. Discussion of recycling bins on City property.

XIII. Motion to enter Executive Session to discuss matters pertaining to leasing, purchase or sale of real estate by a public governmental body, according to Missouri Statute 610.021.2, and that the record be closed.

XIV. ADJOURN

SECTION IV
A

**MINUTES OF THE
BELTON CITY COUNCIL MEETING
APRIL 28, 2015
CITY HALL ANNEX
520 MAIN STREET
BELTON, MISSOURI**

Mayor Davis called the public hearing to order at 7:00 P.M.

This hearing is being held to receive public input regarding the consideration of surplus property consisting of a triangular piece of land on the corner of Ella Street and South Scott Avenue.

Jay Leipzig, Community and Economic Development Director, stated this deals with the transfer of surplus property at Fifth Street at Ella and South Scott. The Planning Commission held a hearing and unanimously approved it. It complies with the conditions described in the ordinance.

Being no public input, the public hearing was declared closed at 7:02 P.M.

Mayor Davis called the regular meeting to order at 7:03 P.M.

Councilman Trutzel led the Pledge of Allegiance to the Flag.

Councilmen present: Mayor Jeff Davis, Councilmen Jeff Fletcher, Gary Lathrop, Bob Newell, Tim Savage, Chet Trutzel, Dean Van Winkle, and Scott Von Behren. Councilman Al Hoag absent: Aaron March, City Attorney, Ron Trivitt, City Manager, and Patti Ledford, City Clerk were also present.

Councilman Savage moved to approve the consent agenda **consisting of a motion approving the minutes of the April 14, 2015, City Council regular meeting; a motion approving the March 2015 Police Judge's Report; and a motion approving Resolution R2015-22: A RESOLUTION AUTHORIZING THE CITY COUNCIL OF BELTON, MISSOURI TO REAPPOINT FRED HASTIE AND PETE PETERSON AND APPOINT CHET TRUTZEL TO THE TAX INCREMENT FINANCING COMMISSION.** Councilman Von Behren seconded. All voted in favor. Councilman Hoag absent. Consent agenda approved.

PERSONAL APPEARANCES:

Robert Powell -802 Main Street, Belton, MO, appeared before the Council. He thanked them for their service to the community. He also thanked them for their vote for removing the recycling bins from Second Street. He knows there is a more formal action to take tonight, but also know the residents in Ward 3 and Ward 4 are anxious to have them removed. He distributed a handout showing pictures of bins. He said it is a visual eyesore for the town. It affects property values. The litter and overflow creates a problem with the beauty of Belton and also contributes to residence having to pick up trash in their yards created from the overflow from the recycling containers. There is considerable noise created from people taking stuff to the facility and the noise of loading by Town and County picking it up 3-4 times a week. There have been vermin cited at the facility. It has created an added expense for police response. There are dumpster divers as well and crime because of it, even though there is a sign posted for no illegal dumping,

but there is no enforcement. All citizens are supposed to have contract waste disposal and recycling available to them through their residential waste hauler.

ORDINANCES:

Ms. Ledford gave the final reading of Bill No. 2015-23: **AN ORDINANCE ACCEPTING AN AGREEMENT WITH THE MISSOURI DEPARTMENT OF TRANSPORTATION TO CONSTRUCT AN ADA COMPLIANT SIDEWALK AND TRAIL FROM THE OIL CREEK GREENWAY TO KENTUCKY ROAD CONNECTING THE CITIES OF BELTON AND RAYMORE.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Trutzel, Von Behren, Mayor Davis, Councilmen Lathrop, Fletcher, Newell, Van Winkle, and Savage; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-23 was declared passed and in full force and effect as Ordinance No. 2015-4089, subject to Mayoral veto.

Ms. Ledford gave the final reading of Bill No. 2015-24: **AN ORDINANCE ADDING A NEW SECTION 6-67 TO CHAPTER 6, ARTICLE II, DIVISION 2, REQUIREMENTS AND PROCEDURE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. The Council was polled and the following vote recorded: Ayes: 8, Councilmen Savage, Fletcher, Van Winkle, Mayor Davis, Councilmen Von Behren, Newell, Trutzel, and Lathrop; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-24 was declared passed and in full force and effect as Ordinance No. 2015-4090, subject to Mayoral veto.

Ms. Ledford gave the *final* reading of Bill No. 2015-25: **AN ORDINANCE AMENDING CHAPTER 6, ARTICLE II, DIVISION 2, SECTION 6-55, EVIDENCE OF WORKERS' COMPENSATION INSURANCE PRIOR TO A LICENSE ISSUANCE, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.** Presented by Councilman Lathrop, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Trutzel, Mayor Davis, Councilmen Lathrop, Von Behren, Fletcher, Van Winkle, and Newell; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-25, was declared passed and in full force and effect as Ordinance No. 2015-4091, subject to Mayoral veto.

Ms. Ledford gave the *final* reading of Bill No. 2015-26: **AN ORDINANCE AMENDING CHAPTER 6, ARTICLE XIII, DIVISION 2, SECTIONS 6-665 AND 6-666, SMALL LOAN ESTABLISHMENTS-LICENSE AND PERMIT, OF THE CODE OF ORDINANCES FOR THE CITY OF BELTON, MISSOURI.** Presented by Councilman Lathrop, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Lathrop, Newell, Von Behren, Savage, Fletcher, Mayor Davis, Councilmen Trutzel and Van Winkle ; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-26, was declared passed and in full force and effect as Ordinance No. 2015-4092, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-31: **AN ORDINANCE AMENDING SECTION 16-2, ENTITLED "AMENDMENTS TO AND DELETIONS FROM THE INTERNATIONAL FIRE CODE" OF THE BELTON UNIFIED DEVELOPMENT CODE.** Presented by Councilman Trutzel, seconded by Councilman Newell. Vote on the first reading was recorded; Ayes: 8, Councilmen Lathrop, Newell, Von Behren, Savage, Fletcher, Mayor Davis, Councilmen Van Winkle and Trutzel; Noes: None; Absent: 1, Councilman Hoag. First reading passed.

Ms. Ledford read Bill No. 2015-32: **AN ORDINANCE APPROVING A SPECIAL-USE PERMIT TO ALLOW A PET GROOMING BUSINESS (BEST FRIENDS PET) TO OPERATE ON PROPERTY ZONED C-2 (GENERAL COMMERCIAL) DISTRICT, LOCATED AT 129 CHERRY HILL DRIVE, BELTON, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the first reading was recorded; Aye: 8, Mayor Davis, Councilman Trutzel, Fletcher, Lathrop, Von Behren, Savage, Newell, and Van Winkle; Noes: None; Absent: 1, Councilman Hoag. **Councilman Von Behren moved to hear the final reading.** Councilman Savage seconded. All present voted in favor. The final reading was read. Presented by Councilman Lathrop, seconded by Councilman Savage. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Van Winkle, Mayor Davis, Councilmen Fletcher, Trutzel, Newell, Von Behren, and Lathrop; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-32, was declared passed and in full force and effect as Ordinance No. 2015-4093, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-33: **AN ORDINANCE APPROVING THE CONTRACT WITH SUPERIOR BOWEN ASPHALT COMPANY, LLC FOR THE 2015 STREET PRESERVATION PROJECT/OVERLAY IN A NOT TO EXCEED AMOUNT OF BUDGETED FUNDS.** Presented by Councilman Lathrop, seconded by Councilman Von Behren. Jeff Fisher, Public Works Director, described the process of determining the priority of street preservation and overlay. Vote on the first reading was recorded; Ayes: 8, Councilmen Trutzel, Newell, Van Winkle, Von Behren, Fletcher, Lathrop, Mayor Davis, and Councilman Savage; Noes: None; Absent: 1, Councilman Hoag. **Councilman Lathrop moved to hear the final reading.** Councilman Von Behren seconded. All present voted in favor. The final reading was read. Presented by Councilman Savage, seconded by Councilman Trutzel. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Trutzel, Mayor Davis, Councilmen Lathrop, Von Behren, Fletcher, Van Winkle, and Newell; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-33 was declared passed and in full force and effect as Ordinance No. 2015-4094, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-34: **AN ORDINANCE AUTHORIZING AND APPROVING THE TRANSFER OF SURPLUS PROPERTY LOCATED IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Savage. Vote on the first reading was recorded; Ayes: 8, Mayor Davis, Councilmen Savage, Newell, Von Behren, Fletcher, Lathrop, Trutzel and Van Winkle; Noes: None; Absent: 1, Councilman Hoag. **Councilman Lathrop moved to hear the final reading.** Councilman Von Behren seconded. All present voted in favor. The final reading was read. Presented by Councilman Savage, seconded by Councilman Lathrop. The Council was polled and the following vote recorded; Ayes: 8, Councilmen Savage, Trutzel, Mayor Davis, Councilman Lathrop, Von Behren, Fletcher, and Van Winkle; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-34, was declared passed and in full force and effect as Ordinance No. 2015-4095, subject to Mayoral veto.

Ms. Ledford read Bill No. 2015-35: **AN ORDINANCE APPROVING A RIGHT-OF-WAY VACATION FOR A PORTION OF FIFTH STREET, LOCATED BETWEEN SCOTT AVENUE AND ELLA STREET, IN THE CITY OF BELTON, CASS COUNTY, MISSOURI.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. Vote on the first reading was recorded; Ayes: 8, Councilman Lathrop, Newell, Von Behren, Savage, Fletcher, Mayor Davis, Councilmen Trutzel and Van Winkle; Noes: None; Absent: 1, Councilman Hoag. **Councilman Savage moved to hear the final reading.** Councilman Newell seconded. All present voted in favor. The final reading was read. Presented by Councilman Lathrop, seconded by Councilman Von Behren. The Council was polled and the following vote

recorded; Ayes: 8, Councilmen Newell, Trutzel, Mayor Davis, Councilman Lathrop, Von Behren, Fletcher, Van Winkle, and Savage; Noes: None; Absent: 1, Councilman Hoag. Bill No. 2015-35, was declared passed and in full force and effect as Ordinance No. 2015-4096, subject to Mayoral veto.

RESOLUTIONS:

Ms. Ledford read Resolution R2015-21: **A RESOLUTION APPROVING SUPPLEMENTAL AGREEMENT NO. 1 WITH WILSON & COMPANY TO COMPLETE ENGINEERING SERVICES FOR THE 155TH STREET WIDENING PROJECT.** Presented by Councilman Lathrop, seconded by Councilman Fletcher. Vote on the resolution was recorded with all voting in favor. Councilman Hoag absent. Resolution passed.

Ms. Ledford read Resolution R2015-23: **A RESOLUTION APPROVING THE REAPPROPRIATION & REVISION OF THE FISCAL YEAR 2016 ADOPTED CITY BUDGET FOR THE REPLACEMENT OF A WATERLINE ON CUNNINGHAM PARKWAY BY WIEDENMANN CONSTRUCTION.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Jeff Fisher, Public Works Director, said it was discovered that the waterline was way too shallow and there were a lot of risks. This waterline was built 20+ years ago. Vote on the resolution was recorded with all voting in favor. Councilman Hoag absent. Resolution passed.

Ms. Ledford read Resolution R2015-24: **A RESOLUTION APPROVING TASK AGREEMENT #11 WITH ALFRED BENESCH FOR THE WATER SYSTEM IMPROVEMENTS.** Presented by Councilman Trutzel, seconded by Councilman Lathrop. Vote on the resolution was recorded with all voting in favor. Councilman Hoag absent. Resolution passed.

Ms. Ledford read R2015-25: **A RESOLUTION APPROVING THE REAPPROPRIATION & REVISION OF THE FISCAL YEAR 2016 ADOPTED CITY BUDGET.** Presented by Councilman Trutzel, seconded by Councilman Von Behren. Vote on the resolution was recorded with all voting in favor. Councilman Hoag absent. Resolution passed.

CITY COUNCIL LIAISON REPORTS:

Councilman Fletcher, Park Board Liaison, said there was an indoor triathlon on March 28, 2015 and it raised \$4,455 for Waves swim team. Outdoor pool season opens May 23. High Blue Wellness Center switched to Direct TV from Time Warner. Rentals at Memorial Station continue to stay busy with lots of weddings scheduled through June 2016. As of now, only Sept. 5-6 are available. Markey Park is busy with tournaments and soccer is up and running. Summer camp begins May 26. Councilman Trutzel said he has heard some rumors that the park might be looking at more soccer fields. Councilman Fletcher said they are always looking.

MAYOR'S COMMUNICATIONS:

Mayor Davis attended the Arbor Day tree dedication on April 27 for Mark Dickson, former school board member that died. A memorial tree was planted in his memory. The Chamber golf tournament will be May 5th at Loch Lloyd. Citizen Appreciation Day is May 14 at Memorial Station from 5:30-7:30. There will be free hot dogs, drinks and prizes. The car show has been moved to May 2nd due to inclement weather last weekend.

Mayor Davis read a Proclamation proclaiming Local Government week May 5-9. He said we have a really good council and great committees. There are so many people volunteering. There is a lot of civic pride in the community.

OTHER BUSINESS:

Discussion of recycling bins on City property.

Mayor Davis said the key to being successful is being competitive. Staff is doing a much better job in making people responsible. It is important that we do something about the recycling bins. Councilman Trutzel said you'd think the younger generation is the ones doing the recycling, but he got a call from an older person. Obviously she needs a place to take her recycling. She commented that we have a few people ruining it for everyone else. Now that the recycling bins will be taken away, they will dump that stuff outside the city in the roadways. We will always have those that abide by the rules and those that slip by. Councilman Savage said as far as the recycling bins we need to make a formal motion as it is time to remove them. As far as speaking to the fact that all the folks are supposed to have trash and recycling, I have to think if we put our heads together we can make it happen. There has to be a way to tie it together in some form of a conclusion.

Councilman Fletcher moved that the recycling bins be moved to the police station in a screened area. Von Behren seconded to get the discussion on the floor. Councilman Von Behren said we talked about at the task force. Police Chief James Person said he doesn't think it is an appropriate area. He said there is no plan in place to properly screen the bins, which is required by code. He said his problem is you now want to take the same problem that is down here and move it out to the police station. We have a new multi-million dollar facility, and you want to make it the new dump. Councilman Trutzel said if he was going to do illegal dumping he wouldn't take it to the police station. He said he is not sure we would have the same problem but he doesn't know. Councilman Van Winkle asked about a more specific area in the police parking lot? Councilman Fletcher said he did look at the parking lot, but is not exactly sure where they should be located. Councilman Von Behren said the Chief brought the same concerns he has. Vote on the motion was then recorded: Ayes: 4, Fletcher, Newell, Trutzel, and Mayor Davis; Noes: 4; Savage, Lathrop, VanWinkle and Von Behren; Absent: 1, Councilman Hoag. Motion failed.

Councilman Savage moved to remove the recycle bins from city property on Second Street. Councilman Lathrop second. Vote on the motion was recorded; Ayes: 5, Councilmen Savage, Lathrop, Van Winkle, Newell, and Mayor Davis; Noes: 3, Councilmen Von Behren, Fletcher and Trutzel; Absent: 1, Councilman Hoag. Motion carried.

Being no further business, Councilman Lathrop moved to adjourn at 7:45 P.M. Councilman Von Behren seconded. All present voted in favor. Meeting adjourned.


Patti Ledford, City Clerk

Jeff Davis, Mayor

SECTION IV
B

R2015-26

A RESOLUTION REAPPOINTING BRUCE CHEVALIER AND MIKE MILLER AND APPOINTING TERRY WARD AND LORI PEEK TO THE MUNICIPAL PARK BOARD.

WHEREAS, Section 17-40 of the Belton code of Ordinances provides for the appointment of nine (9) directors to the Municipal Park Board by the Mayor of the City, subject to the approval of the City Council; and

WHEREAS, Bruce Chevalier and Mike Miller's terms expire June 1, 2015; they are hereby reappointed to serve on the Park Board until June 1, 2018; and

WHEREAS, Gary Guider's term expires June 1, 2015; and

WHEREAS, Terry Ward is hereby appointed to serve on the Park Board until June 1, 2018; and

WHEREAS, Jackson Colaw is resigning his position on the Park Board; and

WHEREAS, Lori Peek is appointed to serve on the Park Board to fulfill the unexpired term of Jackson Colaw until June 1, 2016.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Belton, the following named individuals shall constitute the Municipal Park Board with terms of office as shown:

<u>NAME</u>	<u>TERM</u>
Denise Elish	June 1, 2016
Lori Peek	June 1, 2016
Perry Gough	June 1, 2016
Patricia Morlok	June 1, 2017
Marvin Mickelson	June 1, 2017
Felicia Thornhill	June 1, 2017
Bruce Chevalier	June 1, 2018
Mike Miller	June 1, 2018
Terry Ward	June 1, 2018
Councilman Representative – Jeff Fletcher	

Duly read and passed this ____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
COUNTY OF CASS) SS.
CITY OF BELTON)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton, Missouri, and that the foregoing Resolution was regularly introduced at a regular meeting of the City Council held on the ____ day of ____, 2015, and adopted at a regular meeting of the City Council held the ____ day of ____, 2015 by the following vote, to-wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

SECTION IV
C



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: May12, 2015
 ASSIGNED STAFF: James R. Person, Chief of Police
 DEPARTMENT: Police

Approvals

Engineer: Dept. Dir: Attorney: City Admin.:

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Other
<input type="checkbox"/> Motion			

ISSUE/REQUEST: That the Belton Police Department enter into an agreement with Dice Communications for the Telephone hardware maintenance and replacement services.

PROPOSED CITY COUNCIL MOTION: To approve the Telephone agreement with Dice Communications in the amount of \$4,536.00 for one year. Maintenance and Support Agreement attached.

BACKGROUND: *(including location, programs/departments affected, and process issues)*

The original company who provided our telephone maintenance and support was JMA Information Technology which no longer offers service for our system. Dice is our recommended support company for this area.

IMPACT / ANALYSIS:

Without this service the Police Department telephone system support would not be available. This has been approved in the FY16 budget.

FINANCIAL IMPACT

Contractor:	Dice Communications
Amount of Request/Contract:	\$ 4,536.00
Amount Budgeted:	\$ 32,500.00
Funding Source:	010-3800-400-2015
Additional Funds	\$ -0-
Funding Source	
Encumbered:	\$
Funds Remaining:	\$ 27,964.00

TIMELINE	Start:	Finish:
OTHER INFORMATION/UNIQUE CHARACTERISTICS:		

STAFF RECOMMENDATION:
OTHER BOARDS & COMMISSIONS ASSIGNED:
Date:
Action:

List of reference Documents Attached:

Maintenance and Support Agreement from Dice Communications

BELTON POLICE DEPARTMENT Alcatel-Lucent Enterprise 2015 Maintenance Solution

Customer Proposal



Submitted by:
Zach Dice
Dice Communications
April, 2015





Managed	Level 3	Level 2	Level 1	Plan Type
\$3.83	\$2.25	\$2.03	\$1.80	Maintenance price per port
24x7x365	24x7x365	24x7x365	M-F 7-7	Coverage hours
4 Hr	4 Hr	4 Hr	8 Hr	Response time
30%	25%	25%	25%	Discount on SES & SMS will be quoted separately (Not applicable to OXO)
✓	✓	✓	✓	Maintenance coverage of phone equipment (telephone replacement not included)
✓	✓	✓	✓	Maintenance coverage of voice mail equipment
✓	✓			Telephone replacement of same type
✓	✓	✓	✓	Alcatel software revisions (patches) to address performance issues, remote installation
✓	✓	✓		Checkup of switch, occurs twice per contract year
✓	✓	✓		One time, repository site backup of database, site topology, circuit identification
✓	✓			Monthly backup to Dicelc server
✓	✓			System monitoring via 8770 management server (requires VPN access)
✓				Remote MAC work performed once a month (Not to exceed 2 hours)

Alcatel Maintenance	Managed	Level 3	Level 2	Level 1
SES	\$3,711.94	\$2,598.36	\$2,783.96	\$2,783.96
SMS	\$2,043.05	\$1,430.14	\$1,532.29	\$1,532.29

Length	D/C	Managed	L3 Per Year	L2 Per Year	L1 Per Year
12MO	0%	\$7,711.20	\$4,536.00	\$4,082.40	\$3,628.80

Total Year Contract	Managed	Level 3	Level 2	Level 1
Dice + SES 1 Year	\$10,309.86	\$7,319.96	\$6,866.36	\$6,412.76
Dice + SMS 1 Year	\$9,141.34	\$6,068.29	\$5,614.69	\$5,161.09

Dice Communications, Inc.
2504 S. 156th Circle, Omaha, NE 68130-2510 (402) 597-2923

Service Contract
Alcatel-Lucent

Customer: BELTON POLICE DEPARTMENT

Date: 04/03/2015

1. MAINTENANCE OBLIGATIONS: Dice Communications, Inc., (DCI), hereby agrees to provide hardware maintenance and replacement services as follows: DCI will provide all necessary parts and remote technical replacement support to maintain the telephone systems owned by BELTON POLICE DEPARTMENT, in good working order at all times. DCI will respond to all service calls from BELTON POLICE DEPARTMENT, as defined in the maintenance contract resolution timeframes. This agreement does not cover the replacement costs of parts or the labor charges incurred to replace parts that have been lost, stolen, or damaged by accidents, negligence, or causes other than ordinary use. Previously known, potentially unresolved issues (i.e. data base corruption, out of service applications) are deemed out of scope of the Agreement. If persons other than DCI representatives move, perform maintenance on, add to, or repair the equipment and DCI is required to restore the equipment to good operating condition by reason thereof, or if the customer requests service outside the scope of the Agreement, DCI shall, upon approval by BELTON POLICE DEPARTMENT, correct problems at the rates for time and materials then in effect.



2. **PAYMENT:** In consideration of the above, the customer agrees to pay DCI the service charge set forth below, plus applicable taxes. During the maintenance term, the charges shall be due in full and payable upon receipt of invoice. In the event of any default in payments or any other customer charges, customer owes DCI; DCI shall have the right to withhold customer's service and maintenance, to refuse to grant customer any additional credit, to put customer's account on a C.O.D. basis, and/or to cancel the Agreement. If equipment is added to the system subsequent to date of the initial installation of the equipment described below, an additional charge will be computed and presented to BELTON POLICE DEPARTMENT for approval to reflect the increased cost of servicing and maintaining the added equipment.

3. **TERM OF AGREEMENT:** This Agreement shall continue in force for a period of 12 months from the effective date on which maintenance charges first begin, as indicated below.

4. **TERMINATION:** Either party may terminate this Agreement at any time without cause by written notice to the other party of not less than thirty (30) days. Either party may terminate this Agreement immediately by written notice (a) upon any breach by the other if such breach is not curable, or, if such breach is curable, it has not been cured within the longer of 30 days or such time period as is mutually agreed to by the parties after receiving written notice describing such breach, or (b) upon the other party's bankruptcy, insolvency or cessation of business. The confidentiality provisions shall survive any termination or expiration of this Agreement. Termination excludes SES/SMS support.

5. **MISCELLANEOUS:** IN THE PERFORMANCE OF THIS AGREEMENT, DCI HEREBY DISCLAIMS ALL WARRANTIES FOR MERCHANTABILITY AND ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. DCI MAKES NO WARRANTY, EXPRESS, IMPLIED OR STATUTORY CONCERNING THE EQUIPMENT LISTED HEREIN, WHICH IS NOT CONTAINED IN THIS AGREEMENT. IN NO EVENT SHALL DCI BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES. FURTHER, DCI WILL NOT BE RESPONSIBLE IF THE PERFORMANCE OF ANY SERVICE IS PREVENTED BY DECLARED GOVERNMENTAL EMERGENCIES, CIVIL DISTURBANCES, STRIKES OR OTHER CAUSES BEYOND ITS CONTROL. This Service Contract replaces any previous Service Contract between the customer and DCI for the repair, maintenance, and service of the equipment described herein. The Agreement shall bind and benefit both parties hereto including their successors, designees and assigns.



Date of Original System Install: _____

Items Covered: Alcatel-Lucent PCX

Contract Level: 1 / 2 / 3 / Managed

Start Date of this Contract: _____

End Date of this Contract: _____

Contract Value: \$ _____ per ____ year(s)

BY: _____ of Dice Communications, Inc.

BY: _____ of BELTON POLICE DEPARTMENT

PRINT NAME: _____

SIGNATURE: _____ DATE: / /2015



Explanation of Maintenance Contract Items

Maintenance price per port - Maintenance contracts are priced on a per port basis. These ports are IP, Digital and analog trunk and user ports. Digital and IP trunks between nodes are not counted as trunk ports.

Maintenance Coverage hours - There are two coverage hour offerings. 7am to 7pm CST/CDT, Monday - Friday (Level 1); 24 x 7 x 365 (Level 2, 3 and Managed) provides BELTON POLICE DEPARTMENT with service whenever required.

Response time - Response times start when Dice Communications, Inc. (DCI) confirms receipt of trouble report. An engineer will respond to the trouble report as per the resolution timeframes defined by contract level. Resolution timeframes are identified herein.

Discount on SES/SMS - The Alcatel-Lucent SES or SMS discounts are based on the level of service purchased. DCI Level 3 contracts provide the highest discounts.

SMS (Support Maintenance Service) - With the purchase of SMS, you allow DCI to contact Alcatel-Lucent on your behalf for manufacturer technical and software support.

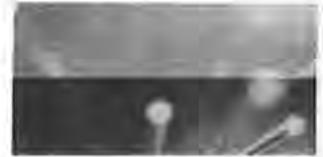
SES (Support Evolution Service) - With the purchase of SES, you will receive all SMS benefits as well as significant discounts on major system upgrades.

SES contracts should be renewed before the contract end date. There is a three (3) month grace period allowing for a contract to be backdated. After this grace period, renewed contracts will require a restart offer for a minimum of one (1) year. In addition to the new term a 30% reactivation fee will be charged except in the case of a three (3) year or more restart offer.

Maintenance coverage of phone equipment - All cards, processors, software, and chassis are covered under maintenance. All Alcatel-Lucent applications, e.g. 8770 System Management, 8600 My IC, My Teamwork, 8450 Fax Server and CCS are covered. Other third party equipment, e.g. paging, batteries, UPS backups, analog telephones, computers, appliance servers is not covered. 4760 System Management is no longer supported. An upgrade to 8770 will be required.

Maintenance coverage of voicemail equipment - 8440, 4645, OTMC and AVST voicemail systems are covered in full to include all cards and hard drives. 4635 voicemail is no longer supported. An upgrade to a new system will be required.

Telephone replacement of same type - The telephone replacement option is for sets of the same type, i.e. 4029 -> 4029. If a set is found to have sustained physical damage, water damage and the like, the set cannot be repaired by Alcatel-Lucent. In these



instances, DCI will provide pricing to replace the set. The following set types: 4035, 4020, 4010, and 4004 are no longer available. An upgrade to a new set would be required unless BELTON POLICE DEPARTMENT allows DCI to procure available replacements from a certified pre-owned partner.

Service Obligations - DCI shall address any technical or operational defects or malfunctions in the System either by remote diagnostics or by the onsite presence of DCI's service representative, who shall respond to the defect or malfunction after being notified of the same by BELTON POLICE DEPARTMENT, and restore the System to a normal state of operational efficiency. In carrying out its service and maintenance obligations, DCI may install or replace any components or parts that DCI deems either necessary or desirable for the effective operation of the System, at no additional charge to BELTON POLICE DEPARTMENT. Any part or component installed by DCI shall be new or like new.

In the event that the subject equipment is deemed "Manufacturer Discontinued", "Manufacturer End of Life" or "Manufacturer non-supported", DCI will provide a best effort service level with no guarantee of parts or software availability. DCI will provide pricing to accommodate system migration to supported hardware/software.

Alcatel-Lucent software - When a software issue occurs, SES and SMS are required to obtain a resolution from Alcatel-Lucent. As part of this offering, DCI will load and test the patches provided by the manufacturer.

Checkup of switch - With the purchase of Level 2 and 3, every 6 months an engineer will access the system and perform preventative maintenance tasks, e.g. disk space utilization, verify function of shelves/boards/trunks, database coherency, analyze errors (infocollect). This will require VPN access. Findings and recommendations will be provided to BELTON POLICE DEPARTMENT.

Repository for backups - DCI will keep customer records e.g. system license files and backups. DCI will update the records as changes occur.

Monthly backups - Level 3 provides for monthly backups of the PCX and appropriate voicemail. This will require VPN access. Screen-sharing programs for high-speed transfer of the files are acceptable for OXO systems only. Most backups are 2-5 MB for the system and 5-80 MB for voicemail. If 8770 is available onsite, a local backup schedule will be configured for daily or weekly backups. Local backup schedules will be configured by DCI and are the responsibility of BELTON POLICE DEPARTMENT.

System Monitoring - Level 3 provides for System monitoring via 8770 management server. This will require VPN access and external email access for notification via the application.



Managed services customers - Managed services customers will report all remote MAC work to DCI through the service number or the service email address. Remote MAC work will be performed once per month by a DCI engineer, not to exceed 2 hours monthly. Upon completion of the work, DCI will report detail to BELTON POLICE DEPARTMENT on-site personnel. DCI will communicate to other vendors of BELTON POLICE DEPARTMENT as required to aid in completion of multi group tasks e.g. electrician, cabling company.

Additional Fees - BELTON POLICE DEPARTMENT will be charged additional fees by DCI via separate invoicing if BELTON POLICE DEPARTMENT utilizes its resources in resolving issues that are caused by BELTON POLICE DEPARTMENT's own network, facilities, telecom provider or products purchased from other suppliers other than DCI.

In the case of network or telecom connectivity issues, DCI will diagnose and engage BELTON POLICE DEPARTMENT for escalation to the carrier or its IT provider for resolution. If BELTON POLICE DEPARTMENT requires DCI to remain engaged, further efforts will be billable at agreed-upon rates. Troubleshooting efforts once escalated to third party will be performed with the understanding that such efforts will be billable should the phone system equipment or configuration not be at fault.

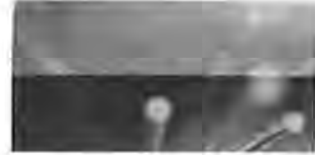
Move, adds, and changes (and technical support of such) will be invoiced at \$150.00 per hour. Work performed outside of normal business hours and weekends will be invoiced at 1.5 the hourly rate. Work performed on holidays will be invoiced at 2 times the hourly rate.

Opening Service Tickets

BELTON POLICE DEPARTMENT will place service support requests via (877) 331-2923 or email to diceservice@dicellc.com. The Dice service email address distributes your request to the service department and DCI management team for processing.

If emergency service is required BELTON POLICE DEPARTMENT will contact DCI via voice. Email notification of emergencies could delay response time. Critical and Major severity issues are supported 24x7x365. Routine severity issues are supported 8x5 (local time zone of the Customer) Monday through Friday.

The following information is required to ensure requests are handled properly: Name and number of the person requesting service, name and number of the affected user if someone other than caller, the location experiencing the problem, a brief description of the issue, applicable extension numbers and the severity level.



BELTON POLICE DEPARTMENT will submit move, add, or change requests, ticket status requests and quote requests to clientservices@dicellc.com.

Severity Definitions and Resolution timeframes

Critical Priority 1 -

Definition: Major portion of the network or application is down causing a severe impact to end-user. Has a critical effect on the customer's operation. This condition is generally characterized by complete system failure or continuous rebooting that deems the system inoperable and requires immediate correction. In addition, any condition that may critically affect human safety is considered Critical Priority 1.

1. Upon receiving notification of a Critical Priority 1, an Engineer will be assigned to assess the trouble and attempt to resolve remotely. A technician will be dispatched to site if deemed necessary.
2. One hour after the request is received, an assessment of the trouble will be provided to BELTON POLICE DEPARTMENT. If the issue has not been resolved the Engineer will identify further action.
3. Four hours after the request is received, the Enterprise Service Manager and Senior Engineer will provide an action plan for resolution.

Major Priority 2 -

Definition: Partial system down or inoperative, major impact. The system is partially inoperative but still usable by client's users. The inoperative portion of the product severely restricts operations.

1. Priority 2 requests will be responded to by an engineer within two hours. The engineer will communicate regular updates with BELTON POLICE DEPARTMENT.
2. If a resolution is not reached within eight hours the Enterprise Service Manager and Senior Engineer will provide an action plan for resolution.

Routine Priority 3 -

Definition: A condition exists affecting a limited number of users or functionality. This condition is not critical and does not severely restrict overall operations.

1. Priority 3 requests will be responded to within four hours. An assessment of the work requested will be made and resources will be scheduled as available.

SECTION IV
D



**CITY OF BELTON
CITY COUNCIL INFORMATION FORM**

AGENDA DATE: May 12, 2015
 ASSIGNED STAFF: James R. Person, Chief of Police
 DEPARTMENT: Police

Approvals

Engineer: Dept. Dir: Attorney: City Admin.:

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input checked="" type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Other
<input type="checkbox"/> Motion			

ISSUE/REQUEST: To purchase four (4) MotionComputing R12 tablet computers for the patrol cars.

PROPOSED CITY COUNCIL MOTION: Approve

BACKGROUND: *(including location, programs/departments affected, and process issues)*

Last year the Police Department began changing out the computers in the patrol cars as part of a two year program. The cost of the tablets is \$14,698.00 from CDW-G, who is honoring their previous bid price.

IMPACT / ANALYSIS:

This purchase will complete the change out of the computers in the patrol cars which began last year.

FINANCIAL IMPACT

Contractor:	CDW-G
Amount of Request/Contract:	\$14,698.00
Amount Budgeted:	\$ 16,000.00
Funding Source:	Drug Seizure 232-0000-495-7400
Additional Funds	\$
Funding Source	
Encumbered:	\$
Funds Remaining:	\$ 1,302.00

TIMELINE	Start:	Finish:
-----------------	--------	---------

OTHER INFORMATION/UNIQUE CHARACTERISTICS:

STAFF RECOMMENDATION:

OTHER BOARDS & COMMISSIONS ASSIGNED:

Date:

Action:

List of reference Documents Attached:

Memo from Sergeant Norman Shriver
 CDW-G Quote Confirmation



**Belton Police
Department**

Memo

To: Chief James Person
From: Sgt. Norman Shriver
Date: 04/30/15
Re: Tablet purchase

In the current year's budget, money was allocated for the purchase of four (4) MotionComputing R12 ruggedized tablet computers for the patrol cars. This purchase will complete the change out of computers in the cars that was started last year.

I contacted CDW-G to see if they would honor the unit price that we were given last year for these remaining 4. They said they would and sent the attached quote. Checking the prices, they are the same as last year. The total amount for the computers and accessories along with a desktop docking station is \$14,698.00 which is within the allocated amount of \$16,000.00..

I would recommend we purchase these items from CDW-G. Please have this placed on next possible council meeting for approval.

Respectfully submitted

A handwritten signature in cursive script that reads "Sgt. Norman Shriver".

Sgt. Norman Shriver

Subject: CDW-G Quote Confirmation: Quote #GDFF522/P.O. Ref. 235069
From: "Eric McHugh" <ericmch@cdwg.com>
Date: 4/30/2015 10:27
To: <nshriver@beltonpd.org>

[View in a browser](#)

QUOTE CONFIRMATION





DEAR NORMAN SHRIVER,

Thank you for considering CDW-G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to an order.

QUOTE #	QUOTE DATE	QUOTE REFERENCE	CUSTOMER #	GRAND TOTAL
GDFF522	4/30/2015	235069	2111060	\$14,698.00

QUOTE DETAILS

ITEM	QTY	CDW#	UNIT PRICE	EXT. PRICE
 Motion R12 - 12.5" - Core i5 4210Y - Windows 7 Pro 64-bit - 4 GB RAM - 128 Mfg. Part#: RB3A3A2A2A2A2B UNSPSC: 43211509 Contract: MARKET	4	3302529	\$2,200.00	\$8,800.00
 Motion Mobile Dock docking station Mfg. Part#: 510.057.01 UNSPSC: 43211602 Contract: MARKET	4	3368356	\$510.00	\$2,040.00
 Motion iKey Mountable Keyboard with Touchpad keyboard, touchpad Mfg. Part#: 508.551.01 UNSPSC: 43211706 Contract: MARKET	4	2122989	\$332.00	\$1,328.00
 Und Fused Bare Wire Adapter - power adapter - car Mfg. Part#: 601.532.03 UNSPSC: 39121006 Contract: MARKET	4	3328180	\$110.00	\$440.00
Motion Complete Coverage Upgrade From 3 Years Standard Warranty - extended Mfg. Part#: 910.900.05 UNSPSC: 81111812 Contract: MARKET	4	3302590	\$420.00	\$1,680.00

EXPERTS WHO GET IT

MONTHLY E-NEWSLETTER

Stay current with the latest news and the hottest trends and solutions from the world of technology!

SUBSCRIBE





Motion Docking Station docking station 1 3302580 \$410.00 \$410.00
Mfg. Part#: 310.050.01
UNSPSC: 43211602
Contract: MARKET

SHIPPING DETAILS

Shipping Address:

BELTON MO POLICE DEPT
NORMAN SHRIVER
7001 E 163RD ST
PD

BELTON, MO 64012-4614

Shipping Method: UPS Ground (2- 3 Day)

Payment Terms: NET 30-VERBAL

SUBTOTAL \$14,698.00
SHIPPING \$0.00
GRAND TOTAL \$14,698.00

CONVERT QUOTE TO ORDER

Need Assistance? CDW•G SALES CONTACT INFORMATION



Eric McHugh | (877) 680-6948 | ericmch@cdwg.com

Help and Information: [Support](#) | [About Us](#) | [Privacy Policy](#) | [Terms and Conditions](#)

This email was sent to nshriver@beltonpd.org.
Please add cdwsales@cdwemail.com to your address book.

© 2015 CDW•G LLC, 200 N. Milwaukee Avenue, Vernon Hills, IL 60061 | 800.808.4239
SPS-QC:002 | SPS 1 | Customer#: 2111060 | SPSd60beb61-0260-407d-8b77-57cf265390b3

Attachments:

GDF522.pdf

50.5 KB

SECTION IV
E



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 05.12.2015

DIVISION: Water Services

COUNCIL: **Regular Meeting** **Work Session** **Special Session**

<input type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input checked="" type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

Truck #37, 1996 Ford was put in service in 1996. Per the VERP criteria, this truck should be replaced and is budgeted through the Water Services Division in the waste water and water budgets.

PROPOSED CITY COUNCIL MOTION:

A motion to approve the purchase of a 2016 Ford F350 one ton 4 x 4 dump from Blue Springs Ford for \$37,870 and approve the disposal/sale of the current Truck #37 by way of auction through Affiliated Auctioneers.

BACKGROUND:

Truck #37 has come to the end of its useful life. The engine, suspension, and dump are to the point that to perform the proper repairs and upgrades would be too expensive to justify. The VERP criterion is not only correct in the truck's age limits but also in its mechanical limits. Bottom line, it is wore out.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Blue Springs Ford	
Amount of Request/Contract:	\$	37,870
Amount Budgeted:	\$	20,000
Funding Source:	660-0000-4957400 Waste Water	
Additional Funds:	\$	20,000
Funding Source:	662-0000-4957400 Water	
Encumbered:	\$	N/A
Funds Remaining:	\$	N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends the purchase of the one ton truck described in the attachments from Blue Springs Ford and the disposal/sale of the current Truck #37 by way of auction through Affiliated Auctioneers.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Blue Springs Ford Quote
- MoDOT Bidder List

CITY OF BELTON TRUCK PRICING 4/21/15

BLUE SPRINGS FORD

TRUCK ITEM #15 WITH MODOT STATE OF MISSOURI ITEM PRICING:

1 EACH	2016 FORD F350 CHAS/CAB, REGULAR CAB, 60"CA,141" WB, 4x4, 6.2L GAS (SUBSTITUTE 6.2L GAS FOR DIESEL ENGINE)	\$	26,215
	TRUCK ITEMS ADDED: 4.30 LTD SLIP, POWER GROUP, SHIFT ON FLY, MOLDED BLACK STEPS	\$	1,683
1 EACH	KNAPHEIDE KDBF912A "YARD BIRD DUMP BODY" PER ATTACHED CAB SHEILD W/WINDOW INCLUDED	\$	9,972
1 EACH	KNAPHEIDE KHA-1520SF-ED SCISSOR HOIST PER ATTACHED	\$	-
1 EACH	REAR HITCH 2.5" TUBE W/2" RECEIVER & PLUG W/BACK UP ALARM	\$	-
1EACH	16" SIDES, 22" REAR	\$	-
1EACH	DROP SIDE IN LIEU OF STATIONARY	\$	-
1 EACH	KNAPHEIDE UNDERBODY MOUNT TOOLBOX/FRAME MOUNTED	\$	-
1EACH	BUYERS MANUAL CRANK TARP SYSTEM (TARP INCLUDED)	\$	-
TOTAL			\$ 37,870


 MIKE HILKER
 BLUE SPRINGS FORD, FLEET MANAGER
 DIRECT LINE 816-220-4608

NAME/TITLE

ACCEPTED AS PER ABOVE

ORDER PO#



Missouri Department of Transportation
 Bid Tabulation of Request 3-131201V Medium Duty Vehicles
 Multiple Award

ITEM # 8 - New Standard equipment 2014 or newer Model AYD0 Regular Cab 1 Ton Pickup w/ Dual Rear Wheels
 Carolina A.L. Speedy, Sino Chien's Tab for details

Item	Description	Estimate	Response	Quantity	Unit	Estimate	Response	Quantity	Unit	Estimate	Response	Quantity	Unit	Estimate	Response	Quantity	Unit	Estimate	Response	Quantity	Unit	Estimate	Response	Quantity	Unit
OPTIONAL	Blue Springs Ford	Ford F-350	NO BID																						
OPTIONAL	Eastway Ford Truck	Ford F-350	NO BID																						
OPTIONAL	Central City Dealer Chrysler Jeep Ram	NO BID																							
OPTIONAL	Down Jackson Ford	Ford F-350	NO BID																						
OPTIONAL	Don Brown Chevrolet	Chevrolet Silverado	NO BID																						
OPTIONAL	Gene Day Ford	Ford F-350	NO BID																						
OPTIONAL	Joe Robinson Capital City Ford	Ford F-350	NO BID																						
OPTIONAL	Joe Norman Ford	Ford F-350	NO BID																						
OPTIONAL	Low Price Chevrolet Jeep & Dodge	Dodge Ram 3500	NO BID																						
OPTIONAL	Low Price Ford	Ford F-350	NO BID																						
OPTIONAL	Low Price GMC	2015 GMC Sierra 4500	NO BID																						
OPTIONAL	Pharm Chevrolet	Chevrolet Silverado 3500	NO BID																						
OPTIONAL	Reynolds Ford	Ford F-350XL	NO BID																						
OPTIONAL	Robins Chevrolet	2015 Chevrolet Silverado	NO BID																						
OPTIONAL	Shannon Johnson Ford	Ford F-350	NO BID																						
OPTIONAL	Blue Springs Ford	Ford F-350	NO BID																						
OPTIONAL	Eastway Ford Truck	Ford F-350	NO BID																						
OPTIONAL	Central City Dealer Chrysler Jeep Ram	NO BID																							
OPTIONAL	Down Jackson Ford	Ford F-350	NO BID																						
OPTIONAL	Don Brown Chevrolet	Chevrolet Silverado	NO BID																						
OPTIONAL	Gene Day Ford	Ford F-350	NO BID																						
OPTIONAL	Joe Robinson Capital City Ford	Ford F-350	NO BID																						
OPTIONAL	Joe Norman Ford	Ford F-350	NO BID																						
OPTIONAL	Low Price Chevrolet Jeep & Dodge	Dodge Ram 3500	NO BID																						
OPTIONAL	Low Price Ford	Ford F-350	NO BID																						
OPTIONAL	Low Price GMC	2015 GMC Sierra 4500	NO BID																						
OPTIONAL	Pharm Chevrolet	Chevrolet Silverado 3500	NO BID																						
OPTIONAL	Reynolds Ford	Ford F-350XL	NO BID																						
OPTIONAL	Robins Chevrolet	2015 Chevrolet Silverado	NO BID																						
OPTIONAL	Shannon Johnson Ford	Ford F-350	NO BID																						



Missouri Department of Transportation
Bid Tabulation of Request 3-131120TV Medium Duty Vehicles
Multiple Award
ALL VENDORS ALLOW COOP PURCHASES

VENDOR INFORMATION

Name: Blue Springs Ford
Contact name: Mike Hilker
Address Line: 3200 S Outer Road
Address Line: Blue Springs, MO 64015
Telephone #: 816-229-4400
Cellular Phone #: 816-896-1474
Email address: mhilker@bluespringsford.com

Name: Broadway Ford Truck
Contact name: Terry Wojtowicz
Address Line: 1506 S. 7th Street
Address Line: St. Louis, MO 63104
Telephone #: 314-206-3330
Cellular Phone #: 314-412-9140
Email address: twojtowicz@broadwaytruck.com

Name: Capitol City Dodge Chrysler Jeep Ram
Contact name: Jerry Dunn
Address Line: 3201 Missouri Blvd
Address Line: Jefferson City, MO 65109
Telephone #: 573-893-5000
Cellular Phone #: NA
Email address: jdunn@capitolcitycars.com

Name: Dave Sinclair Ford Inc.
Contact name: Les Williams
Address Line: 7466 S. Lindbergh
Address Line: St. Louis, MO 63125
Telephone #: 314-892-2600
Cellular Phone #: 314-540-5266
Email address: williams@davesinclair.com

Name: Don Brown Chevrolet
Contact name: Dave Hellerbrand
Address Line: 2244 S. Kingshighway
Address Line: St. Louis, MO 63110
Telephone #: 314-772-1400
Cellular Phone #: 314-882-3058
Email address: dave@donbrownchevrolet.com

Name: Gem City Ford
Contact name: Brian Frye
Address Line: 5101 Broadway St.
Address Line: Quincy, IL 62305
Telephone #: 800-647-5475
Cellular Phone #: 217-440-3266
Email address: bfrye@gemcityford.com

Name: Joe Machens Capital City Ford
Contact name: Mike Rogers
Address Line: 807 Southwest Blvd.
Address Line: Jefferson City, MO 65109
Telephone #: 573-634-4444
Cellular Phone #: 573-694-1823
Email address: mrogers@machens.com

VENDOR INFORMATION

Name: Joe Machens Ford
Contact name: Kelly Sells
Address Line: 1911 West Worley
Address Line: Columbia, MO 65203
Telephone #: 573-445-4411, ext. 119
Cellular Phone #: NA
Email address: ksells@machens.com

Name: Lou Fusz Chrysler, Jeep & Dodge
Contact name: Michael S. Benz
Address Line: 3480 Highway K
Address Line: O'Fallon, MO 63368
Telephone #: 636-442-8129
Cellular Phone #: 636-322-8059
Email address: mbenz@fusz.com

Name: Lou Fusz Ford
Contact name: Andy Eldridge
Address Line: #2 Caprice Dr.
Address Line: Chesterfield, MO 63005
Telephone #: 636-532-9955
Cellular Phone #: 314-662-0055
Email address: andyeldridge@fusz.com

Name: Lou Fusz GMC
Contact name: Brad A. Mathenev
Address Line: 10950 Page Ave.
Address Line: St. Louis, MO 63132
Telephone #: 314-595-2780
Cellular Phone #: 314-565-0112
Email address: bradmathenev@fusz.com

Name: Putnam Chevrolet
Contact name: Michael Nichols
Address Line: 31304 Highway 87
Address Line: California, MO 65018
Telephone #: 573-796-2131
Cellular Phone #: 573-301-2854
Email address: mike.nichols1928@gmail.com

Name: Republic Ford, Inc.
Contact name: Steve Forrester
Address Line: P.O. Box 700
Address Line: Republic, MO 65738
Telephone #: 417-732-2626
Cellular Phone #: 417-350-5083
Email address: sforrester@republicford.com

Name: Roberts Chevrolet Buick
Contact name: Dean J. Meier
Address Line: 1600 E. Prairie View Road
Address Line: Platte City, MO 64079
Telephone #: 816-858-3200
Cellular Phone #: 816-564-9678
Email address: fleet@robertsch.com



Missouri Department of Transportation
Bid Tabulation of Request 3-131120TV Medium Duty Vehicles
Multiple Award
ALL VENDORS ALLOW COOP PURCHASES

Name: Shawnee Mission Ford Inc.
Contact name: Jay Cooper
Address Line: 11501 W. Shawnee Mission Parkway
Address Line: Box 3179
Shawnee, KS 66203-0179
Telephone #: 913-248-2287
Cellular Phone #: N/A
Email address: jay.cooper@shawneemissionford.com

Name: Columbia Freightliner Sales
Contact name: Ralph Carter
Address Line: 1660 Jade Road
Address Line: Columbia, MO 65201
Telephone #: 573-886-0188
Cellular Phone #:
Email address: rcarter@columbiainfreightliner.com

Name: Navistar
Contact name: Joe Sontag
Address Line: 900 S. Highway Drive, Suite 103
Address Line: Fenton, MO 63026
Telephone #: 636-343-6800
Cellular Phone #: 314-840-4111
Email address: joe.d.sontag@navistar.com

SECTION VI
A

BILL NO. 2015-30

ORDINANCE NO. 2015

AN ORDINANCE APPROVING THE CONTRACT WITH CANDID MARKETING & COMMUNICATIONS FOR THE DEVELOPMENT OF A COHESIVE BRANDING, MARKETING, AND COMMUNICATION PLAN FOR THE ECONOMIC DEVELOPMENT DEPARTMENT.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI, AS FOLLOWS:

Section 1. That a contract with Candid Marketing & Communications for the development of a cohesive branding, marketing and communications plan for the Economic Development Department in an amount not to exceed \$5,000 is hereby approved. The Mayor is authorized and directed to sign the agreement on behalf of the City. A copy shall remain on file in the office of the City Clerk.

Section 2. That this ordinance shall be in full force and effect from and after its passage and approval.

Duly read two (2) times and passed this ____ day of _____, 2015.

Mayor Jeff Davis

Approved this ____ day of _____, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON)SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the ____ day of _____, 2015, and thereafter adopted as Ordinance No. 2015 - _____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of _____, 2015, after the second reading thereof by the following vote, to-wit:

AYES: COUNCILMEN:
NOES: COUNCILMEN:
ABSENT: COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON
CITY COUNCIL INFORMATION FORM

MEETING DATE: May 12, 2015

ASSIGNED STAFF: Jay C. Leipzig, AICP, Director, Community and Economic Development

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Public Hearing

ISSUE

As discussed in the previous work session, a quality marketing and branding program is vital to the credibility and success of the City’s economic development initiatives. Staff recommends entering into contract with Candid Marketing & Communications to implement a marketing and branding program that will continue to raise the profile of Belton among stakeholders, existing businesses, site selectors and peers in the region.

REQUESTED COUNCIL ACTION

Approve the contract with Candid Marketing & Communications with both reads.

BACKGROUND

In the FY2016 adopted budget, a total of \$5,000 is budgeted for the purpose of marketing economic development. This amount allows us very basic marketing. Staff has developed a positive working relationship with KCP&L Economic Development. Due to their Local Partners Program, a program that financially assists local partners in KCP&L’s service area, we have an opportunity to take our marketing efforts to the next level.

KCP&L has consultants in varying fields that they consistently work with. These consultants cater to the economic development industry. Candid Marketing & Communications is their consultant for marketing. Because of their partnership, we have the opportunity to use Candid Marketing & Communications’ services at a discounted rate and are eligible for cost sharing through KCP&L. (Cost sharing is only possible when using KCP&L’s consultants.) The scope of work and contract from Candid Marketing & Communications is \$11,700. KCP&L has approved the City of Belton’s cost sharing application and has issued a check. This check pays \$6,700 toward the total cost of the \$11,700, leaving a balance owed by the City in the amount of \$5,000.

Candid Marketing & Communications has extensive experience working with municipalities of all sizes to spur economic development through messaging and award winning graphic design. They will develop a marketing material “tool box” that includes brochures, business retention reports and materials, annual report, advertisements (including artwork for the I-49 billboard), proposal template for RFI responses, PowerPoint templates, e-newsletter design and layout, and banner stand display and materials.

IMPACT/ANALYSIS

Total Amount of Contract	\$11,700
KCP&L Local E. D. Partners Program	(\$ 6,700)
Balance Due	\$ 5,000
Funding Source for Marketing FY2016 (224-0000-400-3505 & 224-0000-400-3605)	\$ 5,000

STAFF RECOMMENDATION

Staff recommends approval of the contract with Candid Marketing and Communications with both reads.

ATTACHMENTS

- Partial Candid Marketing & Communications Client List
- Candid Marketing & Communications Awards since 2009 – 21
- Candid Marketing & Communications Scope of Work and Contract



A Few of Our Clients



We Know Economic Development

With a robust practice area in economic development, **candid** is well-versed and knowledgeable about the intricacies of marketing, co-branding with alliances and partners and promoting projects, communities and development to site selectors, consultants, government officials and community leaders.

Award-Winning

Our work in economic development marketing has been recognized with 21 awards since 2009, including:



Two IEDC Awards



One Missouri EDC Award



Four IABC Quills



Nine Business Marketing Association Fountain Awards



One Non-Profit Connect Philly Award



Four Hermes Creative Awards



Scope of Work and Contract: City of Belton Economic Development

Focus Groups/Key Messaging Sessions

To develop solid messaging that complements a cohesive branding and marketing program for the City of Belton's Economic Development Department, **candid** will hold up to two key messaging sessions or one-on-one interviews with City staff, business owners and other key economic development stakeholders. The goal of the sessions is to identify key attributes that will help shape a brand strategy for the City's Economic Development efforts and develop talking points for internal and external audiences.

Brand Position Development

After the key messaging sessions, **candid** will create a meaningful brand position and strategy. The brand position will set the tone and approach for all outreach and marketing collateral materials. This process may also include the development of a descriptor or tagline.

Brand Standards Guide

Once a logo has been adopted, **candid** will create a simple brand style guide that coordinates core design elements, including logo, typography, color and tagline to create a clear and consistent visual image throughout all collateral materials, online presence and communications efforts.

Marketing Plan Development + Implementation Support

candid will work in partnership with the City's team to develop a strategic marketing and communications plan that utilizes a variety of high-impact channels. **candid** will take a long-term approach, looking at marketing activities and outreach throughout Belton's 2015 – 16 fiscal year.

The marketing plan will include an implementation recommendation to increase awareness and visibility of the City's Economic Development efforts among key stakeholders, community and civic leaders, existing businesses, site selectors, as well as regional and national consultants and economic development peers in and around the Kansas City region.



Once a comprehensive marketing strategy and long-term plan is in place, **candid** will work closely with staff to coordinate and implement the communication and outreach activities.

Marketing Material Tool Box

Create a "tool box" of marketing and communications materials that incorporates the new message/brand for multiple audiences. Or, refresh the City's existing materials with new messages and look and feel. Deliverables include:

- Develop brochures and one sheets
 - Business retention reports and materials
 - Annual report
 - Advertisements, including seasonal artwork for I-49 billboard
 - Proposal template for RFI responses
 - PowerPoint templates
 - E-newsletter design and layout
 - Banner stand display and materials
-



Timeline: April – July 2015

Cost: \$11,700

The fees outlined in this proposal include **candid's** strategic marketing consultation, plan development, creative concepting and execution (copywriting and design services), media relations, media planning and placement, project management, research and coordination. These services will be provided at our KCP&L Local Partners Program discounted rate of \$75/hour.

Outside costs to implement the plan may vary due to the scope of the project. Estimates will be provided for approval prior to implementation. Costs included in the implementation spend may include:

- Printing of marketing materials (costs vary by color, quantity and scope of project)
- Advertising placement costs
- Postage for direct mail efforts or other external communications
- Email subscription fees
- Delivery/courier charges
- Purchasing promotional items
- Photography
- Talent for broadcast and print advertising
- Web development and programming fees
- Video production services
- Travel



Client Agreement for City of Belton Economic Development

This Client Agreement (the "**Agreement**") is dated April 13, 2015 (the "**Effective Date**") and is between **candid**, LLC, a Missouri limited liability company ("**candid**"), and the City of Belton Economic Development ("**Client**").

The parties agree as follows:

1. **Scope of Work; Payment; and Term**

1.1 Services. Client hereby engages **candid** to provide certain services and deliverables to Client (collectively, the "**Deliverables**"), all of which shall be described in the Scope of Work, which shall be attached to this Agreement as Scope of Work. Multiple statements of work may be attached to this Agreement as Exhibit A. Each statement of work shall be individually referred to in this Agreement as a "**SOW**" and collectively as "**SOWs**".

1.2 Payment. **candid** and Client shall use best efforts to resolve any disputed invoices. Upon the expiration or termination of this Agreement, for any reason and at any time, all sums due to **candid** by Client shall be immediately due and payable to **candid** and Client shall pay the same to **candid** immediately upon said termination or expiration. Notwithstanding anything contrary in this Agreement, Client's obligations to pay **candid** as outlined in this Agreement shall survive the expiration or termination of this Agreement.

1.3 Payment Schedule and Terms: Client shall pay **candid** a fixed fee of \$11,700 for all work performed under this Statement of Work in three installments, the first of which is due upon contract execution in the amount of \$5,850, followed by two installments of \$2,925 in June and July 2015. Invoices are rendered the first of each month with payment expected net 15 days.

1.4 Term and Termination. The initial term of this Agreement shall commence on April 13, 2015 and continue through July 31, 2015 unless either party delivers to the other party written notice, not less than 30 days prior to the end of the term, stating that the party desires not to continue this Agreement.



If, in good faith, either party determines that the other party has materially breached this Agreement, or that the continuation of this Agreement or the relationship provided for in this Agreement will damage the reputation or goodwill of such party, then that party shall notify the other party of such breach and the breaching party shall have 15 days to cure the breach. If the breach is not cured within 15 days, then the non-breaching party may terminate this Agreement upon 7 days written notice to the other party, provided said written termination notice is delivered to the breaching party within 15 days of the expiration of the 15 day cure period. If this Agreement is terminated early, then the parties shall use their best efforts to fulfill their obligations under this Agreement for the remainder of the Term following a notice of termination.

2. Intellectual Property

2.1 Defined Terms. "**Work Product**" means, collectively, without limitation, all Deliverables; writings; works of authorship; inventions; experiments; discoveries; ideas; inventions; experimental processes; experimental results; technology; computer programs; computer applications; software design; web design; algorithms; audiovisual programs; source code; object code; screen formats and flow charts; hardware and software designs; engineering and manufacturing techniques; contracts; agreements; documents; negotiations; information or databases regarding customers, clients, vendors, suppliers, consultants, employees, independent contractors, licensees, or licensors; know-how; strategies; techniques; plans; formulae; notes; communications; procedures; processes; financial information; accounting; pricing policies; cost information; licensing policies; business plans or projections; service policies; work in process; research; publications; databases; specifications; manuals; results; developments; reports; graphics; drawings; sketches; market studies; product plans; product designs; styles; models; manufacturing information; marketing information; advertising information; sales information; and all printed, physical and electronic copies, improvements, rights and claims related to all of the foregoing, and other tangible embodiments thereof. "**Intellectual Property**" means, collectively, without limitation, rights in and to all Work Product and Deliverables, as well as any and all rights in and to copyrights, trade secrets, trademarks and service marks (and related goodwill), patents and other intellectual property rights in or to all of the foregoing, arising in any jurisdiction throughout the world and all related rights of priority under international conventions with respect thereto, including all pending and future applications



and registrations for any of the foregoing regardless if such pending or future applications are published or unpublished, and continuations, divisions, continuations-in-part, reissues, extensions and renewals to any of the foregoing.

3. **Mutual Nondisclosure of Confidential Information.** As a result of this Agreement, each party (the "**Receiving Party**") is likely to obtain access to the Confidential Information of the other party (the "**Disclosing Party**"). During the Non-Disclosure Period, the Receiving Party shall not disclose to any person, partnership, or entity, or use for the Receiving Party's own benefit any Confidential Information of the Disclosing Party. As used herein, "**Confidential Information**" means, without limitation, (a) all of the Disclosing Party's oral or written information or data disclosed to the Receiving Party which, under the circumstances, would appear to a reasonable person to be confidential or proprietary, including without limitation all Work Product and Intellectual Property of the Disclosing Party; and (b) any information or data of the type described above furnished to the Disclosing Party by third parties which is disclosed to the Receiving Party which the Disclosing Party has assumed obligations of confidentiality. Upon termination of this Agreement for any reason, the Receiving Party shall promptly deliver to the Disclosing Party all software, data, memoranda, notes, records, copies, and other documents and repositories of information (and all copies thereof) constituting or relating to such Confidential Information which the Receiving Party may then possess.

4. **Reasonableness of Restrictions.** Each party represents and warrants that it has carefully read and considered the provisions in this Agreement and, having done so, agrees that the restrictions set forth in this Agreement are fair and reasonable and are reasonably required for the protection of the interests of the other parties.



5. Miscellaneous.

5.1 Disclaimer. **candid** does not warrant, represent, or guaranty that (a) its services or the Deliverables will be free from error; or (b) the marketing campaign created by it will be profitable or will have success. **candid** shall not be liable for any loss of profits, sales, or revenues, loss of use, interruption of business or damages arising out of the services provided by **candid** under this Agreement.

5.2 Independent Contractor Status. **candid** is an independent contractor and not an employee of Client and is therefore fully responsible for its activities and performance. **candid** has no authority to make any agreements or undertakings on behalf of Client without the prior approval of Client.

5.3 Promotion and Publication. Client may publish or disclose information regarding the Work and shall acknowledge the support of **candid** in all such publications. **candid** may use the Client name and logo as part of a client list, promotion and marketing materials, including sales packages and news releases, and social media outlets.

5.4 Entire Agreement. This Agreement sets forth the complete and entire agreement between the parties relating to the subject matter hereof and supersedes any and all other agreements, negotiations, discussions, proposals, or understandings, whether oral or written, previously entered into, discussed, or considered by the parties relating to the subject matter hereof.

5.5 Attorney's Fees. If either party alleges that the other party made a misrepresentation in this Agreement or that the other party has breached any covenant or warranty in this Agreement, then the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including reasonable attorneys' fees, incurred in connection with such dispute, claim or litigation, including any appeal therefrom. For purposes of this Section 5.5, the determination of which party is to be considered the prevailing party shall be decided by the court of competent jurisdiction or independent party (i.e., mediator or arbitrator) that resolves such dispute, claim or litigation.

The parties have executed this Agreement as of the date first above written.



Invoice preference: email mail

If email, please list email address(s) : _____

If mailed, please list to what attention (i.e., Accounts Payable, etc.) or special instructions _____

candid, LLC

CLIENT:

Sign: 

Sign: _____

Print: Sara Freetly-Grubb

Print: _____

Title: Exec. Vice President + Partner

Title: _____

Date: 4.13.15

Date: _____

SECTION VI
C

BILL NO. 2015-36

ORDINANCE NO. 2015 -

AN ORDINANCE APPROVING THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT FOR THE 155TH STREET IMPROVEMENTS PROJECT.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCY OF THE CITY OF BELTON, MISSOURI AS FOLLOWS:

Section 1. That the Missouri Highways and Transportation Commission STP-Urban Program Agreement for the 155th Street Improvements Project in the amount of \$4,375,800.00 is hereby approved and the Mayor is authorized and directed to execute the agreement on behalf of the City.

Section 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this ____ day of May, 2015.

Mayor Jeff Davis

Approved this ____ day of May, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON) SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council on the ____ day of May, 2015, and thereafter adopted as Ordinance No. 2015-__ of the City of Belton, Missouri, at a regular meeting of the City Council held on the ____ day of May, 2015, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEN:
NOES:	COUNCILMEN:
ABSENT:	COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: May 12, 2015

DIVISION: Engineering

COUNCIL: Regular Meeting Work Session Special Session

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

The scope and fee for the City and Wilson & Company to complete the design for the 155th Street Improvements project was presented and approved at the April 28, 2015 meeting.

Staff has been coordinating with Missouri Department of Transportation (MoDOT) to complete the Missouri Highways and Transportation Commission STP-Urban Program Agreement with the City in the amount of \$4,375,800 (80% of the total project cost).

The attached Agreement contains a schedule which was created by MoDOT showing “Construction contract award” in May of 2017. This is a worst-case scenario deadline of which the Cities must meet in order for the project to be eligible for federal funds. As discussed in the April 28th Council Meeting, staff is planning for construction to begin in spring of 2016 and that is contingent upon property acquisition.

PROPOSED CITY COUNCIL MOTION:

At the May 12, 2015 regular City Council meeting, approve, contingent upon review and approval by the City Attorney, an ordinance for the Missouri Highways and Transportation Commission STP-Urban Program Agreement for the 155th Street Improvements project.

BACKGROUND:

The 155th Street Interchange and Corridor is a primary gateway for the City of Belton. There are multiple stakeholders that are committed to making significant improvement from Kensington (west end) to as far as Kentucky (on the east end as funds allow). The west side of I-49 has funds committed from Adesa Auto Auction and KCMO at roughly \$2.5 million. The interchange will be funded by MoDOT. The east leg has been awarded federal funds of \$4,375,800 through the Surface Transportation Program (STP).

IMPACT/ANALYSIS:

N/A

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends the first read to approve, contingent upon review and approval by the City Attorney, the ordinance for the Missouri Highways and Transportation Commission STP-Urban Program Agreement for the 155th Street Improvements project.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Missouri Highways and Transportation Commission STP-Urban Program Agreement

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 02/15 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STP 3322(409)
Award Year: 2016
Federal Agency: Federal Highway Administration, Department of
Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
STP-URBAN PROGRAM AGREEMENT**

THIS STP-URBAN AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Belton, Cass County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, 23 U.S.C. §133 authorizes a Surface Transportation Program (STP) to fund transportation related projects; and

WHEREAS, the City desires to construct certain improvements, more specifically described below, using such STP funding; and

WHEREAS, those improvements are to be designed and constructed in compliance with the provisions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations in this Agreement, the parties agree as follows:

(1) PURPOSE: The purpose of this Agreement is to grant the use of STP funds to the City. The improvement contemplated by this Agreement and designated as Project STP 3322(409) involves:

Reconstruct county road to modern standards to improve geometrics, pave shoulders, and add a center turn lane. Proposal includes pedestrian facilities, new traffic control devices, pavement markings and storm sewer improvements.

The City shall be responsible for all aspects of the construction of the improvement.

(2) LOCATION: The contemplated improvement designated as Project STP 3322(409) by the Commission is within the city limits of Belton and Grandview, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

Project is located along 155th Street between I-49 and Kentucky Road.

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(4) LIMITS OF SYSTEM: The limits of the surface transportation system for the City shall correspond to its geographical area as encompassed by the urban boundaries of the City as fixed cooperatively by the parties subject to approval by the Federal Highway Administration (FHWA).

(5) ROUTES TO BE INCLUDED: The City shall select the high traffic volume arterial and collector routes to be included in the surface transportation system, to be concurred with by the Commission, subject to approval by the FHWA. It is understood by the parties that surface transportation system projects will be limited to the said surface transportation system, but that streets and arterial routes may be added to the surface transportation system, including transfers from other federal aid systems.

(6) INVENTORY AND INSPECTION: The City shall:

(A) Furnish annually, upon request from the Commission or FHWA, information concerning conditions on streets included in the STP system under local jurisdiction indicating miles of system by pavement width, surface type, number of lanes and traffic volume category.

(B) Inspect and provide inventories of all bridges on that portion of the federal-aid highway systems under the jurisdiction of the City in accordance with the Federal Special Bridge Program, as set forth in 23 U.S.C. §144, and applicable amendments or regulations promulgated thereunder.

(7) CITY TO MAINTAIN: Upon completion of construction of this improvement, the City shall accept control and maintenance of the improved street and shall thereafter keep, control, and maintain the same as, and for all purposes, a part of the City street system at its own cost and expense and at no cost and expense whatsoever to the Commission. Any traffic signals installed on highways maintained by the Commission will be turned over to the Commission upon completion of the project for maintenance. All obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the City shall defend, indemnify and hold harmless the Commission, including its members and the Missouri Department of Transportation (MoDOT or Department) employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the City's wrongful or negligent performance of its obligations under this Agreement.

(B) The City will require any contractor procured by the City to work under this Agreement:

1. To obtain a no cost permit from the Commission's district engineer prior to working on the Commission's right-of-way, which shall be signed by an authorized contractor representative (a permit from the Commission's district engineer will not be required for work outside of the Commission's right-of-way); and

2. To carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri, and to name the Commission, and MoDOT and its employees, as additional named insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. The City shall cause insurer to increase the insurance amounts in accordance with those published annually in the Missouri Register pursuant to Section 537.610, RSMo.

(C) In no event shall the language of this Agreement constitute or be construed as a waiver or limitation for either party's rights or defenses with regard to each party's applicable sovereign, governmental, or official immunities and protections as provided by federal and state constitution or law.

(9) CONSTRUCTION SPECIFICATIONS: Parties agree that all construction under the STP for the City will be constructed in accordance with current MoDOT design criteria/specifications for urban construction unless separate standards for the surface transportation system have been established by the City and the Commission subject to the approval of the FHWA.

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act.

(12) REIMBURSEMENT: The cost of the contemplated improvements will be borne by the United States Government and by the City as follows:

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$4,375,800. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or

withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

(13) PERMITS: The City shall secure any necessary approvals or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the contemplated improvements.

(14) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signal and marking in accordance with the Manual of Uniform Traffic Control Devices (MUTCD).

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP 3322(409) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

(16) DISADVANTAGED BUSINESS ENTERPRISES (DBEs): At time of processing the required project agreements with the FHWA, the Commission will advise the City of any required goals for participation by DBEs to be included in the City's proposal for the work to be performed. The City shall submit for Commission approval a DBE goal or plan. The City shall comply with the plan or goal that is approved by the Commission and all requirements of 49 C.F.R. Part 26, as amended.

(17) NOTICE TO BIDDERS: The City shall notify the prospective bidders that disadvantaged business enterprises shall be afforded full and affirmative opportunity to submit bids in response to the invitation and will not be discriminated against on grounds of race, color, sex, or national origin in consideration for an award.

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may

include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(20) OUTDOOR ADVERTISING: The City further agrees that the right of way provided for any STP improvement will be held and maintained inviolate for public highway or street purposes, and will enact and enforce any ordinances or regulations necessary to prohibit the presence of billboards or other advertising signs or devices and the vending or sale of merchandise on such right of way, and will remove or cause to be removed from such right of way any sign, private installation of any nature, or any privately owned object or thing which may interfere with the free flow of traffic or impair the full use and safety of the highway or street.

(21) FINAL AUDIT: The Commission will perform a final audit of project costs. The United States Government shall reimburse the City, through the Commission, any monies due. The City shall refund any overpayments as determined by the final audit.

(22) OMB AUDIT: If the City expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars (\$500,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(23) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

(24) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Cole County, Missouri.

(25) LAW OF MISSOURI TO GOVERN: This Agreement shall be construed according to the laws of the State of Missouri. The City shall comply with all local, state and federal laws and regulations relating to the performance of this Agreement.

(26) AMENDMENTS: Any change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representatives of the City and the Commission.

(27) COMMISSION REPRESENTATIVE: The Commission's ***District Engineer*** is designated as the Commission's representative for the purpose of administering the provisions of this Agreement. The Commission's representative may designate by written notice other persons having the authority to act on behalf of the Commission in furtherance of the performance of this Agreement.

(28) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

- (A) To the City:
Belton Public Works Director
520 Main St., Belton, MO 64012
Facsimile No: 816-331-6973

- (B) To the Commission:
Kansas City District Engineer
600 NE Colbern Rd., Lee's Summit, MO 64086

or to such other place as the parties may designate in accordance with this Agreement. To be valid, facsimile delivery shall be followed by delivery of the original document, or a clear and legible copy thereof, within three (3) business days of the date of facsimile transmission of that document.

(29) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the City agrees as follows:

(A) Civil Rights Statutes: The City shall comply with all state and federal statutes relating to nondiscrimination, including but not limited to Title VI and Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 U.S.C. §12101, et seq.). In addition, if the City is providing

services or operating programs on behalf of the Department or the Commission, it shall comply with all applicable provisions of Title II of the "Americans with Disabilities Act".

(B) Administrative Rules: The City shall comply with the administrative rules of the United States Department of Transportation relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation (49 C.F.R. Part 21) which are herein incorporated by reference and made part of this Agreement.

(C) Nondiscrimination: The City shall not discriminate on grounds of the race, color, religion, creed, sex, disability, national origin, age or ancestry of any individual in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The City shall not participate either directly or indirectly in the discrimination prohibited by 49 C.F.R. §21.5, including employment practices.

(D) Solicitations for Subcontracts, Including Procurements of Material and Equipment: These assurances concerning nondiscrimination also apply to subcontractors and suppliers of the City. These apply to all solicitations either by competitive bidding or negotiation made by the City for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the City of the requirements of this Agreement relative to nondiscrimination on grounds of the race, color, religion, creed, sex, disability or national origin, age or ancestry of any individual.

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the United States Department of Transportation to be necessary to ascertain compliance with other contracts, orders and instructions. Where any information required of the City is in the exclusive possession of another who fails or refuses to furnish this information, the City shall so certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

(F) Sanctions for Noncompliance: In the event the City fails to comply with the nondiscrimination provisions of this Agreement, the Commission shall impose such contract sanctions as it or the United States Department of Transportation may determine to be appropriate, including but not limited to:

1. Withholding of payments under this Agreement until the City complies; and/or

2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (29) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension, and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date last written below.

Executed by the City this ___ day of _____, 20__.

Executed by the Commission this ___ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF BELTON, MISSOURI

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

By _____

Commission Counsel

Title _____

Ordinance No: _____

Exhibit A - Location of Project

Exhibit B – Project Schedule

Project Description – STP 3322(409): Reconstruct county road to modern standards to improve geometrics, pave shoulders, and add a center turn lane. Proposal includes pedestrian facilities., new traffic control devices, pavement markings and storm sewer improvements.

Task	Date
Date funding is made available or allocated to recipient	Nov. 2015
Preliminary and Right-of-Way Plans Submittal (if Applicable)	June 2015
Plans, Specifications & Estimate (PS&E) Submittal	May 2016
Plans, Specifications & Estimate (PS&E) Approval	August 2016
Advertisement for Letting	October 2016
Bid Opening	December 2016
Construction Contract Award or Planning Study completed (REQUIRED)	May 2017

*Note: the dates established in the schedule above will be used in the applicable ESC between the sponsor agency and consultant firm.

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and requires request to adjust.

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on Form FHWA-1391. The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b.(1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or

will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency.

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL)

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL)

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which

this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

SECTION VI
D

BILL NO. 2015-37

ORDINANCE NO. 2015-

AN ORDINANCE APPROVING THE CONTRACT WITH INSITUFORM TECHNOLOGIES FOR THE CURED IN PLACE PIPE TECHNOLOGY (CIPP) 18-INCH SANITARY SEWER LINING PROJECT UNDER I-49 IN A NOT TO EXCEED AMOUNT OF \$43,739.05.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BELTON, MISSOURI AS FOLLOWS:

Section 1. That an Agreement with Insituform Technologies for the Cured in Place Pipe Technology (CIPP) 18-Inch Sanitary Sewer Lining Project Under I-49 in a not-to-exceed amount of \$43,739.05 is hereby approved on behalf of the City.

Section 2. That this ordinance shall be in full force and effect from and after the date of its passage and approval.

Duly read two (2) times and passed this 12th day of May, 2015.

Mayor Jeff Davis

Approved this 12th day of May, 2015.

Mayor Jeff Davis

ATTEST:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri

STATE OF MISSOURI)
CITY OF BELTON)SS
COUNTY OF CASS)

I, Patricia A. Ledford, City Clerk, do hereby certify that I have been duly appointed City Clerk of the City of Belton and that the foregoing ordinance was regularly introduced for first reading at a meeting of the City Council held on the 12th day of May, 2015, and thereafter adopted as Ordinance No. 2015-_____ of the City of Belton, Missouri, at a regular meeting of the City Council held on the 12th day of May, 2015, after the second reading thereof by the following vote, to-wit:

AYES:	COUNCILMEN:
NOES:	COUNCILMEN:
ABSENT:	COUNCILMEN:

Patricia A. Ledford, City Clerk
of the City of Belton, Missouri



CITY OF BELTON CITY COUNCIL INFORMATION FORM

AGENDA DATE: 05.12.2015

DIVISION: Water Services

COUNCIL: Regular Meeting Work Session Special Session

<input checked="" type="checkbox"/> Ordinance	<input type="checkbox"/> Resolution	<input type="checkbox"/> Consent Item	<input type="checkbox"/> Change Order	<input type="checkbox"/> Motion
<input type="checkbox"/> Agreement	<input type="checkbox"/> Discussion	<input type="checkbox"/> FYI/Update	<input type="checkbox"/> Presentation	<input checked="" type="checkbox"/> Both Readings

ISSUE/RECOMMENDATION:

Reduce inflow & infiltration (I&I) of the 18-inch sanitary sewer pipe that runs underneath Interstate 49. Completing this work is recommended by staff because of the I&I issues that were discovered. The project would take place during the summer of 2015.

Staff solicited bids from the two regional providers (Insituform and SAK) that have cooperative contracts with Independence and Johnson County, respectively.

PROPOSED CITY COUNCIL MOTION:

Approve an ordinance awarding a contract for the Cured in Place Pipe Technology (CIPP) 18-Inch Sanitary Sewer Lining Project to Insituform in the not-to-exceed amount of \$43,739.05

BACKGROUND:

During the work being done on Markey Parkway, the Public Works Department staff discovered major issues of I&I on this section of sanitary sewer line. It was determined then that this should be rectified by utilizing CIPP.

IMPACT/ANALYSIS:

FINANCIAL IMPACT

Contractor:	Insituform Technologies	
Amount of Request/Contract:	\$	43,739.05
Amount Budgeted:	\$	40,000.00
Funding Source:	660-0000-4957300	
Additional Funds:	\$	5,000
Funding Source:	Sewer Line Maintenance	
Encumbered:	\$	n/a
Funds Remaining:	\$	n/a

STAFF RECOMMENDATION, ACTION, AND DATE:

Staff recommends lining the interceptor in lieu of constructing an additional clarifier.

LIST OF REFERENCE DOCUMENTS ATTACHED:

- Ordinance
- Insituform Bid
- SAK Bid
- 18-inch Sanitary Sewer Lining Contract



Worldwide Pipeline
Rehabilitation

17220 Bel Ray Place
Belton, Missouri 64012

Tel: (816) 318-8477
Fax: (816) 318-8495
www.insituform.com

REVISED April 20, 2015
September 12, 2014

AAJA-LHVUR3

Chuck McCulloh
cmcculloh@belton.org
City of Belton MO
506 Main Street
Belton MO 64012
816-322-1885 w
816-672-9400 c

Project Name: City of Belton, MO 2014 18" CIPP x 377' [under I-49]
Pricing per independence MO TERM Contract

Insituform Technologies, herein proposes to furnish a Proposal for all labor, materials, equipment, and services necessary to reconstruct the referenced project per the current City of Independence, Missouri Price Agreement with Insituform Technologies USA, Inc. (Copy of Price Agreement under separate cover).

CIPP Pricing

Description	Diameter	Units	Approximate Quantity	Unit Price	Total
18-inch sanitary sewer rehabilitated by CIPP method – excludes cipp lining of services	18	LF	377 l.f.	\$ 62.58	\$ 23,592.66
Bypass pumping REVISED 4 20 2015	-	LUMP SUM	1	\$ 16,500.00	\$ 16,500.00
Stand alone freight REVISED 4 20 2015	-	LUMP SUM	1	\$ 3,000.00	\$ 3,000.00
				Total	\$ 43,092.66

18" CIPP Pricing is tied to the 36" Interceptor CIPP Project.

If City of Belton MO chooses to complete this work separately, as a "stand alone" project, there will be a \$3,000 adder for material freight [ITUSA is assuming combining freight deliveries with the 36" project].

Quantity adjustments may require adjusted pricing

Performance and Payment Bond EXCLUDED, ADD 1.5% if required.

Pricing is "Tax Exempt" [Tax Exempt Certificate Required], Prevailing Wages / Certified Payrolls Included.

The existence of the void(s) in and/or around the bottom of the existing pipe may indicate an unforeseen condition for both ITUSA and the OWNER. The OWNER shall bear the responsibility for unforeseen conditions / subsurface conditions of the existing roadway, pipe bedding, adjacent soil compaction, etc.

ITUSA shall not be contractually obligated to perform any investigation and / or repairs regarding the conditions beneath and / or around the existing culvert pipe. ITUSA's proposal to rehabilitate the pipe does not entail taking on the liability or cost of any unforeseen conditions that are pre-existing but unknown to all parties.

Due to the pre-existing condition of the host pipe, some wrinkling of the CIPP may occur. Based on the information provided by the OWNER, if wrinkling should occur, the wrinkles should not be considered to compromise the structural integrity of the CIPP liner. ITUSA's proposal to the OWNER to rehabilitate the CIPP does not entail ITUSA taking on the liability or cost to repair the unforeseen condition of the void beneath/around the culvert.

ITUSA's agreement to rehabilitate the pipe does not entail taking on the liability or cost of any unforeseen conditions that are preexisting but unknown to all parties.

LOCATION –

Depth A	Depth B	Street	Pipe Mat'l	Diam.	Length	Services
14	12	S OF 163RD W SIDE OF I-49	RCP	18.0	377	0
PLUS 12-15 FT OF HWY FILL						

INCLUDED:

- ✓ Prevailing Wages.
- ✓ Pipeline cleaning prior to installation.
- ✓ Bypass pumping of existing mainline flows during our work.
- ✓ Installation of Insituform® complete per ASTM F1216.
- ✓ CD media of internal inspection pre and post Insituform®.
- ✓ Traffic control – local signage

EXTRA:

- Special Insurance such as OCP, Builders Risk, Railroad, Non-Contributory, etc.
- Weekend/Holiday Work, if required by others.
- Point Repairs (if required) at obstructions that cannot be removed with conventional sewer cleaning equipment.
- **Performance and Payment Bond not included. This is available upon request, if required please add 1.5% to the total project cost.**

Others to provide dump site, haul permits, and associated items for sewer debris disposal. Any toxic waste handling is to be done by others.

General Conditions:

1. Laterals that can be positively identified (with the camera) as plugged will not be reinstated. All other laterals will be opened unless otherwise directed in writing by the owner.
2. To the extent permitted by law and in accordance with the terms of this contract, Contractor shall indemnify and hold harmless the Owner, Architect/Engineer, and agents and employees of any of them from and against claims, damages, losses, and expenses including but not limited to attorneys' fees, arising out of or resulting from the work performed by Contractor, save and except any economic losses not related to bodily injury, sickness, disease or death, provided that such claim, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible

property excluding economic loss or use thereof (other than the work itself), but only to the extent caused in whole or in part by negligent acts or omissions of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this paragraph by an employee of Contractor, anyone directly or indirectly employed by it or anyone for whose acts Contractor may be liable, the indemnification obligation under this paragraph shall be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under workers' compensation acts, disability benefit acts or other employee benefit acts.

The obligations of Contractor under this paragraph shall not extend to the liability of the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Owner, Architect/Engineer, Architect/Engineer's consultants, and agents and employees of any of them.

3. **MUTUAL RELEASE OF CONSEQUENTIAL DAMAGES.** Neither party shall be liable to the other for consequential damages relating to or arising out of the Contract.
4. Any restrictions in our normal weekday work hours required by local, state, and/or federal authorities (due to noise restrictions or other reasons not known at the time of this proposal) will be an extra charge.
5. All labor, equipment, material, supervision, and mobilization necessary to complete the Insituform[®] process per the above conditions, and Insituform[®] specifications, are included.
6. **PAYMENT TERMS:** Payment is due in full, without exception or retention, within 35 days of date of invoice.
7. If materials are not in stock and need to be ordered, we cannot order the custom Insitutube until we have accurate measurements of diameter and length. After receipt of a purchase order we will take measurements and order material. Materials may take in excess of 2 weeks to arrive at our shop. Upon receipt of the materials we will schedule installation.
8. If diameter and length warrant, we will need to work round the clock in two shifts to complete the installation.
9. This proposal supersedes and nullifies all previous estimates and proposals under the same number, and is good for 60 days.

Submitted by:

Insituform Technologies USA, LLC

Brian T. McCrary P.E. - Business Development Manager

Cellular 816 / 206 – 7703 bmccrary@insituform.com

Accepted

Signed: _____

Printed Name/Title: _____

Date: _____

Tax Exemption Number: _____

This accepted proposal constitutes a formal agreement. If you initiate a purchase order or other document, it will not be acknowledged without this proposal as an attachment.

Accepted By: **INSITUFORM TECHNOLOGIES USA, LLC**

By: _____

Date: _____



SAK™

Pipeline Infrastructure. Solved.™

636.385.1000 *tel*
636.385.1100 *fax*
864 Hoff Road
O'Fallon, MO 63366
www.sakcon.com

May 1, 2015

Chuck McCulloh, Manager Water Services Division
City of Belton
520 Main Street
Belton, MO 64012

Mr. McCulloh:

SAK Construction, LLC is pleased to offer the following quotation on the above referenced project:

Item	Description	Diameter	Quantity	Unit Price	Total Price
1	18" Cured-in-place Pipe (CIPP)	18	377 LF	\$169.00	\$63,713.00
Total					\$63,713.00

INCLUSIONS

- Pipeline cleaning, measuring of pipe and diameter, and televising
- Bypass Pumping
- CIPP Installation, curing, and end cutting per ASTM F-1216 latest revision.
- CCTV Acceptance Inspection.
- Traffic Control (Cones Only).
- Price includes one mobilization.

EXCLUSIONS:

- Any special insurance required, i.e., railroad protective insurance.
- Heavy Traffic Control, Traffic Control Plans, Flaggers, and Arrow Boards.
- Point repairs.
- Permits.
- Performance and Payment Bonds (Add 1.5% if bonding is needed).

NOTE:

This proposal assumes that the pipe can be lined without excavation (point repairs excluded). In the event that after pre-cleaning/CCTV inspection an obstruction is found that will impede the lining, the necessary repair(s), cleaning/CCTV pre and post repair, and additional mobilization (if necessary) may be negotiated with the City of Belton.



PAYMENT TERMS:

- Net 30 days after receipt of an invoice
- Partial monthly payments will be requested
- Final Payment in full within 30 days of completion of SAK work

Thank for the opportunity to quote on this project. Please call if you have any questions.

Sincerely,
SAK Construction, LLC

Gerald Addington
Gerald Addington
General Manager - Central
CIPP Division

Accepted By
Printed Name:
Title:

Date





**PUBLIC WORKS
CITY OF BELTON**

PUBLIC WORKS DEPARTMENT
506 Main Street
Belton, MO 64012
(816) 322-1885
FAX (816) 322-5031

CITY OF BELTON

SERVICE AGREEMENT

THIS Agreement ("Agreement") is by and between the City of Belton, Missouri, a constitutional charter city ("CITY"), and **INSITUFORM TECHNOLOGIES USA, LLC**, a Delaware Company, authorized to conduct business in Missouri and located at Chesterfield, Missouri ("CONTRACTOR"; CITY and CONTRACTOR each a "Party", and collectively the "Parties").

WHEREAS, CITY requires professional services to provide cured in place pipe (CIPP) lining of 377 linear feet of 18 inch sanitary sewer as further described herein (the "Services");

WHEREAS, CONTRACTOR is prepared to provide said Services;

NOW THEREFORE, CITY and CONTRACTOR in consideration of the mutual covenants contained in this Agreement, agree as follows:

ARTICLE 1 – EFFECTIVE DATE

The effective date of this Agreement shall be May 13, 2015 ("Effective Date").

ARTICLE 2 – SERVICES TO BE PERFORMED BY CONTRACTOR

CONTRACTOR shall furnish all labor, materials, equipment, and services necessary to rehabilitate by CIPP method 377 linear feet of 18-inch sanitary sewer pipe maintained by the Public Works Department – Water Services Division, and represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent, competent, and workmanlike manner as described herein. CONTRACTOR, as opposed to sub-contractors of CONTRACTOR, must perform at least eighty percent (80%) of the Services described herein, throughout the term of this Agreement. **See attached Exhibit A – Scope of Services and Price Proposal.**

CONTRACTOR shall be responsible for assuring that all work within the parameters outlined in the CITY Code of Ordinance's, American Public Works Association's guidelines.

ARTICLE 3 – PERIOD OF SERVICE

See Article 31 for details on schedule requirements.

ARTICLE 4 – COMPENSATION

It is expressly understood that in no event will compensation be paid to the CONTRACTOR under the terms of this contract for the services set forth in Article 2, and for reimbursement of authorized expenses, unless and until costs for a specific task are provided by the CONTRACTOR and approved by the City. If additional services are requested by the City, the CONTRACTOR will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the CONTRACTOR for such approved additional services shall not exceed the approved amount.

Invoices shall be submitted by the CONTRACTOR to the CITY for payment covering services performed. The CITY's payment terms are net thirty (30) days from the CITY's receipt of a complete invoice with supporting materials. Inadequate documentation to support the charges shall be remedied by CONTRACTOR within ten (10) days, and CITY shall make payment within thirty (30) days from its receipt of remedial documentation. CITY in its sole discretion shall determine adequacy of documentation for payment of any invoice. No payment made under this Agreement shall be proof of satisfactory performance of the Agreement, either wholly or in part, and no payment shall be construed as acceptance of deficient or unsatisfactory work.

The CITY is exempt from the State of Missouri sales and use taxes on purchases made directly for the CITY. CONTRACTOR shall not include any sales or use taxes on transactions between the CONTRACTOR and CITY.

CONTRACTOR shall provide proof of compliance with the CITY'S tax ordinances as a condition precedent to the CITY making any payments under this Agreement. If CONTRACTOR performs work on an Agreement that is for a term longer than one year, the CONTRACTOR shall submit evidence of such compliance on each anniversary of the Effective Date and prior to the first payment under this Agreement following each such anniversary as a condition precedent to the CITY making any payments under the Agreement.

ARTICLE 5 – BOND

CONTRACTOR shall furnish Performance and Maintenance and Payment Bonds, each in an amount at least equal to the task price, as security for the faithful performance and payment of all CONTRACTOR's obligations under the Contract Documents and all insurance premiums, both for compensation, and for all other kinds of insurance, said work, and for all labor performed in such work whether by sub-contractor or otherwise, all as required by R.S.Mo. § 107.170. . These Bonds shall remain in effect at least until two (2) years after the date when final payment becomes due.

ARTICLE 6 – PERMITS AND LICENSES

The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, shall procure a CITY Occupation License, which license(s) shall be in effect at all times during the term of this Agreement. CONTRACTOR will abide by all applicable laws, regulations and ordinances of all federal, state and local governments in which work under this Agreement are performed and shall contractually require the same of all its sub-contractors performing work under this Agreement. The CONTRACTOR, and any sub-contractor hired by the CONTRACTOR, must furnish and maintain certification of authority to conduct business in the State of Missouri at all times during the term of this Agreement.

ARTICLE 7 – CHANGES, DELETIONS OR ADDITIONS TO AGREEMENT

Except as otherwise provided herein, either Party may request, subject to approval of the other Party, changes within the general scope of this Agreement. If a requested change, approved by each Party, causes an increase or decrease in the compensation or Period of Services stated in this Agreement, CITY and CONTRACTOR will agree to an equitable adjustment of the compensation, Period of Services or both and will reflect such adjustment in a change order. All change orders shall be in writing, approved by CITY'S representative, and executed by the CITY prior to the CONTRACTOR performing any work pursuant to the change order.

ARTICLE 8 – LIABILITY AND INDEMNIFICATION

CONTRACTOR shall indemnify, and hold harmless CITY and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from any acts or omissions in connection with this Agreement, caused in whole or in part by CONTRACTOR, its employees, agents, or sub-contractors, or caused by others for whom CONTRACTOR is liable, regardless of whether or not caused in part by any act or omission of CITY, its agencies, officials, officers, or employees.

ARTICLE 9 – INSURANCE

A. CONTRACTOR shall procure and maintain in effect throughout the duration of this Agreement insurance coverage not less than the types and amounts specified below. In the event that additional insurance, not specified herein, is required during the term of this Agreement, CONTRACTOR shall supply such insurance, if available, at CITY'S cost. Policies containing a Self-Insured Retention are unacceptable to CITY.

1. Workers' Compensation and Employers' Liability Insurance. This insurance shall protect CONTRACTOR against all claims under applicable state workers' compensation laws, including coverage as necessary for the benefits provided under the United States Longshoremen's and Harbor Workers' Act and the Jones Act. CONTRACTOR shall also be protected against claims for injury, disease, or death of employees which, for any reason, may not fall within the provisions of workers' compensation laws. This policy shall include an "all states" or "other states" endorsement. The liability limits shall be not less than:

Workers' Compensation: Statutory

Employers' liability: 2,500,000 each occurrence

2. Commercial Automobile Liability Insurance. This insurance shall be occurrence type written in comprehensive form and shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against all claims for injuries to members of the public and damage to property of others arising from the use of motor vehicles, either on or off the Project Site, whether they are owned, non-owned, or hired.

The liability limits shall be not less than: \$2,500,000

3. Commercial General Liability Insurance. This insurance shall be occurrence type written in comprehensive form acceptable to OWNER. This insurance shall protect CONTRACTOR, and OWNER, DESIGN PROFESSIONAL and Consultants as additional insureds, against claims arising from injuries, sickness, disease, or death of any person or damage to property arising out of performance of the Work. The policy shall also include coverage for personal injury liability; contractual liability; completed operations and products liability; and for blasting, explosion, and collapse of buildings; and damage to underground property. The liability limits for bodily injury and property damage shall be not less than:

\$2,500,000 combined single limit for each occurrence
\$2,500,000 general aggregate.

4. CONTRACTOR shall obtain evidence that all Subcontractors have in force general, automobile, and employer's and workers' compensation liability insurance in the amounts required by these Contract Documents, and evidence that each is current on its unemployment insurance payments before Subcontractors begin Work at the Site. CONTRACTOR shall retain such evidence in its files and make available to OWNER within ten (10) days after written request.

5. The insurer's costs of providing the insureds a defense and appeal as additional insureds, including attorney's fees, shall be supplementary and shall not be included as part of the policy limits but shall remain the insurer's separate responsibility.

B. The policies listed above may not be canceled until after thirty (30) days written notice of cancellation to CITY, ten (10) days in the event of nonpayment of premium. The Workers' Compensation and Employers' Liability, Commercial General Liability, and Automobile Liability specified above shall provide that CITY and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insureds for the services performed under this Agreement. **CONTRACTOR SHALL PROVIDE TO CITY PRIOR TO THE EXECUTION OF THIS AGREEMENT A CERTIFICATE OF INSURANCE SHOWING ALL REQUIRED COVERAGES, ENDORSEMENTS, ADDITIONAL INSURED, AND COMPLIANCE WITH THE TERMS OF THIS ARTICLE 9.** The certificate shall be on a form acceptable to CITY.

C. All insurance coverage must be written by companies that have an A.M. Best's rating of "B+V" or better, and are licensed or approved by the State of Missouri to do business in Missouri.

D. Regardless of any approval by CITY, it is the responsibility of CONTRACTOR to maintain the required insurance coverage in force at all times; CONTRACTOR'S failure to do so will not relieve CONTRACTOR of any contractual obligation or responsibility. In the event of CONTRACTOR'S failure to maintain the required insurance in effect, CITY may order CONTRACTOR to immediately stop work, and upon ten (10) days notice and an opportunity to cure, may pursue its remedies for breach of this Agreement as provided for herein and by law.

E. Should the CONTRACTOR hire a sub-contractor for performance of services hereunder, said sub-contractor shall maintain at least the same minimum insurance amounts and terms listed above.

ARTICLE 10 – EXCESSIVE UNEMPLOYMENT

Pursuant to R.S.Mo. §§ 290.550 to 290.580 ("Excessive Unemployment Act"), only Missouri laborers and laborers from nonrestrictive states are allowed to be employed on Missouri's public works projects when the unemployment rate exceeds 5% for two consecutive months. Where applicable in its provision of services under this Agreement, CONTRACTOR and its sub-contractors shall comply with the Excessive Unemployment Act.

ARTICLE 11 – EXCUSABLE DELAYS IN PERFORMANCE

Notwithstanding any provisions of this Agreement to the contrary, performance by CONTRACTOR shall not be deemed to be in default where delays in its performance hereunder is due to war, insurrection, strikes, lock-outs, riots, floods, earthquakes, fires, casualties, acts of God, labor disputes, governmental restrictions or priorities, embargoes, litigation, tornadoes, unusually severe weather, inability to obtain or secure necessary labor, materials, or tools, delays of any CONTRACTOR, sub-contractor, material man or supplier, acts or failure to act of the CITY or of any other governmental agency or entity, or any other causes beyond the control or without the fault of CONTRACTOR. With the approval of the CITY, the time of performance hereunder shall be extended for the period of any delay or delays caused or resulting from any of the foregoing causes. All extensions hereunder shall be effective only if approved by the CITY in writing, which approval shall not be arbitrarily or unreasonably withheld, it being understood that CONTRACTOR is entitled to such extensions upon presentation of documentation of the periods of such delays.

ARTICLE 12 – TERMINATION

CITY may terminate or suspend performance of this Agreement for CITY'S convenience upon thirty (30) days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the services on a schedule acceptable to CITY, as set forth in such written notice. If termination or suspension is for CITY'S convenience, CITY shall pay CONTRACTOR for all services performed through the date of the termination or suspension. In the event of a suspension of services pursuant to the CITY's notice, upon the restart of CONTRACTOR services by notice of the CITY, an equitable adjustment shall be made to CONTRACTOR'S compensation.

This Agreement may be terminated by either Party upon written notice in the event of substantial failure by the other Party to perform in accordance with the terms of this Agreement. The non-performing Party shall have ten (10) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other Party. In the event the non-performing Party fails to cure its failure to perform, the other Party may terminate this Agreement, withhold payment or invoke any other legal or equitable remedy. In the event that funding for the Agreement is discontinued, CITY shall have the right to terminate this Agreement immediately upon written notice to CONTRACTOR, and CONTRACTOR shall have no claim against the CITY, for damages or otherwise, based upon such termination.

ARTICLE 13- SEVERABILITY

The invalidity, illegality or unenforceability of any provision of this Agreement or the occurrence of any event rendering any provision of this Agreement void shall in no way affect the validity or enforceability of any other provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular provision held to be void. The Parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provision of this Article shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of CITY's and CONTRACTOR'S respective permitted successors and assigns

ARTICLE 15 – ASSIGNMENT

CONTRACTOR shall not assign any rights or duties under this Agreement without the prior written consent of the CITY, which consent shall be in the sole discretion of the CITY. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. If CONTRACTOR assigns or transfers any part of CONTRACTOR'S obligations under this Agreement without the prior written approval of CITY, such assignment or transfer shall constitute a material breach of this Agreement; provided, however, the Parties acknowledge that CONTRACTOR may subcontract up to forty percent (40%) of the CONTRACTOR services described herein.

ARTICLE 16 – NO THIRD PARTY RIGHTS

This Agreement is made and entered into for the sole protection and benefit of CITY and CONTRACTOR and their permitted successors and assigns. No other person or entity shall have or acquire any right or action based upon any provisions of this Agreement.

ARTICLE 17 – INDEPENDENT CONTRACTORS

Each Party and each sub-contractor of CONTRACTOR shall perform its activities and duties hereunder only as an independent contractor. The Parties and their personnel shall not be considered to be employees or agents of the other party. Nothing in this Agreement shall be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement shall not constitute, create or in any way be interpreted as a joint venture, partnership or formal business organization of any kind.

ARTICLE 18 – MODIFICATIONS/AMENDMENTS

CITY may at any time, by written modification or amendment and notice to CONTRACTOR, without notice to any surety, make changes or additions to the CONTRACTOR services to be provided hereunder, provided that the changes or additions are within the general scope of this Agreement. If any such change causes an increase or decrease in the compensation or period of service of this Agreement, the CONTRACTOR shall notify the appropriate CITY division Superintendent in writing immediately and an equitable adjustment will be made in the compensation or Period of Service or both, by written modification of this Agreement. Any claim by the CONTRACTOR for such adjustment must be asserted within thirty (30) days by the Parties after the CONTRACTOR'S receipt of notice of the modification or amendment. Nothing herein contained shall excuse the CONTRACTOR from proceeding with the Agreement as modified or amended.

ARTICLE 19 – EQUAL EMPLOYMENT OPPORTUNITY

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, age, color, religion, sex, national origin or any other legally protected category. The CONTRACTOR will take affirmative action to ensure that applicants are employed and that employees are treated fairly during employment, without regard to their race, age, color, religion, sex or national origin. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause. CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, sex or national origin.

CONTRACTOR will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding a notice to be provided by the Contract Compliance Officer advising the said labor union or workers' representatives of the CONTRACTOR commitment under this Article and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

In the event of CONTRACTOR'S noncompliance with the non-discrimination clauses of this Agreement or with any of said rules, regulations, or orders, this Agreement, at the election of and in the sole discretion of the CITY, may be canceled, terminated or suspended in whole or in part, and CONTRACTOR may be declared ineligible for any further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

ARTICLE 20 – COMPLIANCE WITH LAWS

This Agreement shall be governed by the laws of the State of Missouri, notwithstanding the operation of any conflict or choice of law statutes or decisional law to the contrary. The CONTRACTOR shall also comply with all federal and local laws, ordinances and regulations applicable to the services described herein and shall procure all licenses and permits necessary for the fulfillment of obligations under this Agreement. For any dispute that may arise out of this Agreement, the Parties agree that the proper jurisdiction and venue shall be the Circuit Court of Cass County, Missouri.

ARTICLE 21 – COMMUNICATIONS AND NOTICES

Any communication or notices required by this Agreement shall be made in writing by U.S. mail to one of the contacts specified below:

CONTRACTOR: **INSITUFORM TECHNOLOGIES USA, LLC** 17988 Edison Ave, Chesterfield MO 63005

CITY: Chuck McCulloh, Water Services Division Manager, 506 Main Street, Belton, MO 64012

OR Don Tyler, Water Services Division Foreman, 506 Main Street, Belton, MO 64012

OR Zach Matteo, P.E., City Engineer, 506 Main Street, Belton, MO 64012

Each Party shall have the right to specify that notice be addressed to any other address by giving to the other Party ten (10) days' written notice thereof. The date of delivery of any notice given by mail shall be the date falling on the third day after the day of its mailing.

ARTICLE 22 – SEPARATE AGREEMENTS

CITY and CONTRACTOR each reserve the right to, from time to time, enter into other agreements for specific projects that are not contemplated under this Agreement. Provided that such agreements are separately approved in writing by the Parties, the terms and conditions of those agreements or contracts shall govern the implementation of the specific projects set forth therein.

ARTICLE 23 – SURVIVAL OF TERMS

The following Articles shall survive the expiration or termination of this Agreement for any reason: Compensation (if any payment obligations exist); Bond; Permits and Licenses; Liability and Indemnification; Insurance; Severability; Assignment; Independent Contractors; Compliance with Laws; Survival of Terms; CITY's Legislative Powers; Entire Agreement; Waiver.

ARTICLE 24 – CITY'S LEGISLATIVE POWERS

Notwithstanding any other provisions in this Agreement, nothing herein shall be deemed to

usurp the governmental authority or police powers of CITY or to limit the legislative discretion of the City Council, and no action by the City Council in exercising its legislative authority shall be a default under this Agreement.

ARTICLE 25 – WAIVER

Waiver by CITY of any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or of any other term, covenant or condition. No term, covenant, or condition of this Agreement can be waived except by written consent of CITY, and forbearance or indulgence by CITY in any regard whatsoever shall not constitute a waiver of same to be performed by CONTRACTOR to which the same may apply and, until complete performance by CONTRACTOR of the term, covenant or condition, CITY shall be entitled to invoke any remedy available to it under this Agreement or by law despite any such forbearance or indulgence.

ARTICLE 26 – HEADINGS; CONSTRUCTION OF AGREEMENT

The headings of each section of this Agreement are for reference only. Unless the context of this Agreement clearly requires otherwise, all terms and words used herein, regardless of the number and gender in which used, shall be construed to include any other number, singular or plural, or any other gender, masculine, feminine or neuter, the same as if such words had been fully and properly written in that number or gender.

ARTICLE 27 – FEDERAL WORK AUTHORIZATION PROGRAM

In all contracts over \$5,000, when CONTRACTOR delivers the required copies of executed Agreements to CITY, CONTRACTOR shall also deliver to CITY an Affidavit of Enrollment in Federal Work Authorization Program stating CONTRACTOR is enrolled and participates in a federal work authorization program with respect to the employees working in connection with the contracted services and CONTRACTOR does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

CONTRACTOR shall comply with all requirements of RSMo § 292.675 and any Department of Labor and Industrial Relations rules or regulations promulgated thereunder, including but not limited to, CONTRACTOR shall require all on-site employees to complete a 10 hour Occupational Safety and Health Administration (OSHA) construction safety program for all on-site employees of CONTRACTOR and its sub-contractors which includes a course in construction safety and health approved by OSHA or a similar program approved by the Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program, or such employees must hold documentation of prior completion of the program. All on-site employees are required to complete the program within 60 days of beginning work on the PROJECT. CONTRACTOR shall forfeit as a penalty to CITY two thousand five hundred dollars plus one hundred dollars for each employee employed by the CONTRACTOR or sub-contractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until 20 days after employees are required to complete the construction safety program. CITY shall withhold and retain all sums and amounts due and owing as a result of any violation of this provision when making payments to the CONTRACTOR.

ARTICLE 28 – CONFLICT OF INTEREST

CONTRACTOR certifies that no officer or employee of CITY has, or will have, a direct or indirect financial or personal interest in this Agreement, and that no officer or employee of CITY, or member of such officer's or employee's immediate family, either has negotiated, or has or will

have an arrangement, concerning employment to perform services on behalf of CONTRACTOR in this Agreement.

ARTICLE 29 – BUY AMERICAN PREFERENCE

Pursuant to the Missouri Domestic Product Procurement (Buy American) Act, RSMo. § 34.350 to 34.359, any manufactured goods or commodities used or supplied either in the performance of this Agreement or of any subcontract thereto shall be manufactured, assembled or produced in the United States unless one of the exceptions contained in that Act applies. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision both at the time of bid and before any payment is made on the Agreement. Pursuant to RSMo. § 71.140, preference shall be given to materials, products, supplies, provisions and all other articles produced, manufactured, compounded, made, or grown in the State of Missouri. The CONTRACTOR shall comply with such requirements and shall provide proof of compliance with this provision at the time of bid and before any payment is made on the Contract.

ARTICLE 30 – PRICING

See attached Exhibit A – Scope of Services and Price Proposal for pricing information.

ARTICLE 31 – PROJECT SCHEDULE

The CITY will provide a Notice to Proceed dated June 1, 2015 to the CONTRACTOR. The CONTRACTOR is allowed 60 calendar days (July 31, 2015) from the date of the Notice to Proceed to complete all work and reach Final Completion. A 30 day extension from the Final Completion date for restoration work (final grading and seeding) only may be considered.

ARTICLE 32 – ENVIRONMENTAL NOTICE

CONTRACTOR should be aware of the highly corrosive effects of hydrogen sulfide that is present at some CITY jobsites. CONTRACTOR shall provide corrosion resistant protective coatings where needed on CITY materials and or parts as a part of any repairs, rebuilds or replacements provided hereunder.

ARTICLE 33 – PARTS PROTECTIVE COATING

The CITY requires and CONTRACTOR shall provide that each fire hydrant, valve, valve box cover, pipe, water meter lid with ring assembly and manhole lid with ring assembly included within the Services herein is to be painted and or coated with an appropriate hard surface protective coating, which matches the original paint color or coating of the part(s) sent in for service, unless otherwise specified.

ARTICLE 34 –PREVAILING WAGES

CONTRACTOR shall comply with the terms of the Prevailing Wage Act, R.S.Mo. § 290.230, where applicable in the provision of Services under this Agreement.

[Remainder of Page Intentionally Left Blank. Signature Page Immediately Follows]

SIGNATURE PAGE FOR AGREEMENT BETWEEN CITY OF BELTON, MISSOURI AND INSITUFORM.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the dates written below.

CITY

BELTON, MISSOURI

By: _____

Title: Jeff Davis, Mayor

Date: _____

CONTRACTOR

Insituform Technologies USA, LLC

By: _____

Title: _____

Date: _____

Approved as to form:

City Attorney (Date)

