Open Citizen Comment Procedure

1) Public Hearings – Any citizen is allowed to ask questions and/or make comments during any public hearing scheduled for a particular issue.

2) “Citizen Communication” – Public comment can be provided on any item on the agenda or on issues affecting the City not on the agenda. Public comments should generally be limited to 3-5 minutes. Citizens are encouraged (but not required) to contact City Administration one week prior to the meeting, preferably in writing, to be placed on the agenda. Doing so provides Council an opportunity to give consideration to the issue/comment.

Rolla City Council Meeting
Monday, June 19, 2017
901 North Elm Street
City Hall Council Chambers
6:30 P.M.

COUNCIL PRAYER
Ministerial Alliance

PLEDGE OF ALLEGIANCE
Councilman Jonathan Hines

I. PUBLIC HEARINGS
A) Public Hearing Regarding Buehler Park Master Plan –
   (Parks and Recreation Director Floyd Jernigan)

II. SPECIAL PRESENTATIONS

III. OLD BUSINESS

IV. NEW BUSINESS
A) Ordinance Amending Section 27-92 of the Rolla City Code Relating to Parking –
   (Public Works Director Steve Hargis) – First Reading
B) Ordinance Authorizing the Mayor to Enter into a Contract with the Missouri Highway &
   Transportation Commission for the Construction of ADA Accessibility Improvements –
   (Public Works Director Steve Hargis) – First Reading
C) Ordinance Amending Sec. 35-183 of the Rolla City Code Pertaining to Plugging of Existing
   Wells – (City Administrator John Butz) – First Reading
D) Motion Authorizing the Destruction of Certain Records –
   (Finance Director Steffanie Rogers) – Motion

V. CLAIMS and/or FISCAL TRANSACTIONS
A) Motion Awarding Bank Depository Services Bid –
   (Finance Director Steffanie Rogers) – Motion
B) Resolution Authorizing the Mayor to Execute Acceptance of the Proposal from McConnell
   & Associates for Resurfacing of the Tennis Courts –
   (Parks and Recreation Director Floyd Jernigan) – Motion
VI. MAYOR/CITY COUNCIL COMMENTS
   A) Motion Reappointing Mr. Ted Day to the Enhanced Enterprise Zone (EEZ) Board (May 2022) - Motion

VII. CITIZEN COMMUNICATION
    A) Open Citizen Communication

VIII. COMMENTS FOR THE GOOD OF THE ORDER

IX. CLOSED SESSION
    Pursuant to RSMo. 610.021(12), the Rolla City Council will discuss the following in Closed Session:
    A) Contract Negotiations

X. ADJOURNMENT
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Floyd Jernigan, Parks & Recreation Director ACTION: Public hearing

ITEM/SUBJECT: Buehler Park Master Plan

BUDGET APPROPRIATION (IF APPLICABLE) $45,000 (parking lot, water/sewer) DATE: June 19, 2017

*******************************************************

COMMENTARY:

Buehler Park, like the other parks in our system, needs improvements, and thanks to Prop P we have the opportunity to begin to invest accordingly. The focus of Prop P is to maintain the current system and to improve current park facilities. This master plan is the culmination of an assessment of Buehler Park begun by staff in spring; public input from two open houses, discussions with members of the community, members of citizen’s groups, and multiple presentations at the Parks Advisory Commission.

The following is a timeline of events

- April/May 2016 – Staff review of parks needs
- June 21 - Public open house
- August – City formulation of possible dog park locations. 14 were identified
- October – locations narrowed to 7 based on perceived positives and negatives
- October – Citizen presentations, staff presentation on Buehler Park and possible dog area at Parks Advisory Commission
- January 2017 – Additional discussion at Parks Advisory Commission
- February – 2nd public open house
- March – review of open house results, options at Parks Advisory Commission
- April – Parks Advisory Commission meeting at Buehler Park, with walk through and question and answer session with staff
- June – presentation of Master Plan to Council

Attached is a visual display of how the Park can develop over time including the addition of approximately ½ acre of land created by the relocated Kingshighway. Also attached are pictures of some of the current structures, as well as a proposed timeline and projected costs of these improvements. Buehler Park, which has always been a nice, neighborhood park that served some of the travelling public, will now have a prominent location with significant adjacent development with the Hwy 72 extension and access to Rolla West. Phasing of the proposed projects will ultimately be determined by City Council through the budget process.

Recommendation: Schedule final action by Council; motion to endorse the Master Plan.

I. A. 1.
BUHLER PARK RENOVATIONS
ROLLA, MISSOURI

Estimate of costs, timetable for Buehler Park Renovation/Update
- New Playground set or pieces (retain dinosaur theme, retain existing trees as much as possible) - $70,000-$90,000
- Bathroom - $50,000
- Water line - $3,000
- Pavilion electric upgrade - $3,000
- Fence along Kings Highway - $8,000
- Parking lot overlay - $35,000+ ($15,000 additional parking)
- Walkway trail around park perimeter ($40,000)
- New Parks signage (stone) - $4,500
- Parking lot directional - $1,500
- Replace civic club sign - (depending on clubs' donations)
- Pavilion renovation (new paint etc) - $4,000
- Security lighting - $1,000

Proposed Timeline:
- Phase 1: Water, sewer line improvements, parking paved - summer 2017
- Phase 2: Restroom, pavilion upgrade - summer 2018
- Phase 3: Playground - summer 2019
- Phase 4: Signage, security lighting, fencing - summer 2020 or later, depending on completion of Hwy 72 Extension
- Phase 5: Walkway trail - summer 2021

Dog Area:
- Upon completion of fundraising for fencing, construction, and maintenance costs by private dog park support group. Maintenance support by Parks & Recreation Department and volunteers.
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis  ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: Elm Street – No Parking

BUDGET APPROPRIATION (IF APPLICABLE)  DATE: 06/19/17

COMMENTARY:

With the opening of the new IHOP restaurant at US Highway 63 and Elm Street staff anticipated increased traffic on Elm Street. In this anticipation, we elected to install lane markings and a stop bar on Elm Street. We have also removed parking on the east side of Elm Street. This made Elm Street no parking on both sides.

We recommend marking both sides of Elm Street “No Parking” permanently. We have received numerous emails and phone calls requesting we make this no parking on both sides on this block of Elm Street permanent.

Staff recommends approval of the ordinance.
Section 27-92 Parking Prohibited
On certain streets or parts of streets.

Elm Street, on the east side, north of Bishop Avenue (U.S. Highway 63).
ORDINANCE NO. __________

AN ORDINANCE AMENDING SECTION 27-92 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, RELATING TO PARKING.

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

Section 1: That the following segment of Section 27-92 of the Code of the City of Rolla, Missouri, pertaining to parking is hereby added to read as follows:

Sec. 27-92. Parking prohibited – On certain streets or parts of streets.

It shall be unlawful for any person to cause or permit any motor vehicle registered in his/her name to be unlawfully parked as set out in this Section.

Elm Street, on the east side, north of Bishop Avenue (U.S. Highway 63).

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


APPROVED:

______________________________
MAYOR

ATTEST:

______________________________
CITY CLERK

APPROVED AS TO FORM:

______________________________
CITY COUNSELOR
CITY OF ROLLA
CITY COUNCIL AGENDA

DEPARTMENT HEAD: Steve Hargis

ACTION REQUESTED: 1st Reading

ITEM/SUBJECT: Supplemental Agreement for STP ADA Accessibility Improvements

BUDGET APPROPRIATION (IF APPLICABLE) DATE: 06/19/17

*******************************

COMMENTARY:

Surface Transportation Funds will be utilized to remove and replace 70 curb ramps, 2,160 SF of driveway aprons, and 12,150 SF of sidewalk at various locations along 5th Street, 6th Street and Holloway to ensure accessibility. STP Urban funds will provide 74% of the funding at $251,270. The city will provide the remaining $89,533.

MoDOT requires a supplemental agreement and ordinance to approve use of the funding and allow design work to begin.

Staff recommends approval.

ITEM NO. IV.B.1.
ORDINANCE NO.______________

AN ORDINANCE AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI A CERTAIN SUPPLEMENTAL AGREEMENT BETWEEN THE CITY OF ROLLA, MISSOURI AND THE MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION PROVIDING FOR THE ALLOCATION AND DISTRIBUTION OF SURFACE TRANSPORTATION FUNDS PROJECT NO. STP-5200(919), WHICH PROVIDES FUNDING FOR THE CONSTRUCTION OF ADA ACCESSIBILITY IMPROVEMENTS ALONG 5TH, 6TH AND HOLLOWAY STREETS.

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

Section 1: That the Mayor of the City of Rolla, Missouri be and is hereby authorized and directed to execute in behalf of the City of Rolla, Missouri a certain supplemental agreement between the City of Rolla, Missouri and the Missouri Highway and Transportation Commission providing for the allocation and distribution of Surface Transportation Funds for Project No. STP-5200 (919), which provides funding for the construction of ADA Accessibility Improvements along 5th, 6th and Holloway Streets, a copy of said supplemental agreement being attached hereto and marked Exhibit A.


APPROVED:

__________________________
Mayor

ATTEST:

__________________________
City Clerk

APPROVED AS TO FORM:

__________________________
City Counselor

IV. B.J.
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 Rolla, Phelps County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Fixing America’s Surface Transportation Act (FAST) 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-5200(919) involves:

Construction of ADA compliant ramps, sidewalks and drive aprons at various locations along 5th Street, 6th Street and Holloway Street.

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

(2) LOCATION: The contemplated improvement designated as Project STP-5200(919) by the Commission is within the city limits of Rolla, 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:

Ramps and drive aprons along portions 5th Street, 6th Street and Holloway Street. Sidewalks along portions of 6th Street and Holloway Street.

(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 that 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. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. A pro-rata share shall be established for each phase of a project, i.e. Preliminary Engineering, Right of Way, Utilities and Construction. All costs incurred by City will be reimbursed at the pro-rata share established for each project phase. The pro-rata share for federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to that project phase by the total participating costs for that phase. The pro-rata share for the Construction Phase shall be established at concurrence in award and cannot be increased. 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-5200(919) 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 be required to submit for Commission approval a plan for DBE participation. 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. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. 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) **AUDIT REQUIREMENT:** If the City expend(s) seven hundred fifty thousand dollars ($750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 C.F.R Part 200. 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 2 C.F.R Part 200, if the City expend(s) less than seven hundred fifty thousand dollars ($750,000) 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:
Mr. Steve Hargis, Director of Public Works
PO Box 979
Rolla, MO 65402
Facsimile No.: (573)364-8602

(B) To the Commission:
Mr. David Silvester, Central District Engineer
PO Box 718
Jefferson City, MO 65102
Facsimile No.: (573)751-8267

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, 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, 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.

(31) CONFLICT OF INTEREST: The City shall comply with conflict of interest policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

(32) MANDATORY DISCLOSURES: The City shall comply with 2 CFR 200.113 and disclose, in a timely manner, in writing all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award.

[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

__________________________________________
Title _____________________________________

ATTEST:

__________________________________________
Secretary to the Commission

Approved as to Form:

__________________________________________
Commission Counsel

CITY OF ROLLA

By __________________________
Title _________________________

ATTEST:

By __________________________
Title _________________________

Approved as to Form:

By __________________________
Title _________________________

[If needed to authorize a city official to execute the agreement.]

Ordinance No: _____________________
Exhibit B – Project Schedule

Project Description: Project STP-5200(919) - Construction of ADA compliant ramps, sidewalks and drive aprons at various locations along 5th Street, 6th Street and Holloway Street.

<table>
<thead>
<tr>
<th>Task</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date funding is made available or allocated to recipient</td>
<td>6/1/2017</td>
</tr>
<tr>
<td>Solicitation for Professional Engineering Services (advertised)</td>
<td>9/1/2017</td>
</tr>
<tr>
<td>Engineering Services Contract Approved</td>
<td>12/1/2017</td>
</tr>
<tr>
<td>Preliminary and Right-of-Way Plans Submittal (if Applicable)</td>
<td>6/1/2018</td>
</tr>
<tr>
<td>Plans, Specifications &amp; Estimate (PS&amp;E) Submittal</td>
<td>12/1/2018</td>
</tr>
<tr>
<td>Plans, Specifications &amp; Estimate (PS&amp;E) Approval</td>
<td>2/1/2019</td>
</tr>
<tr>
<td>Advertisement for Letting</td>
<td>3/1/2019</td>
</tr>
<tr>
<td>Bid Opening</td>
<td>4/1/2019</td>
</tr>
<tr>
<td>Construction Contract Award (REQUIRED)</td>
<td>5/1/2019</td>
</tr>
</tbody>
</table>

*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 is not approximate and requires request to adjust.
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 convicts 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 opportunities 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 ensure 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 increasing minority and women's 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 qualified 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 conforming to 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 (more 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 motion 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/wh347.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)(i) 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, 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 journeyman 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 subcontractors. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 28 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 cause 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). 


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 (1) 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:

\[ N. 6.23. \]
"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 charader, 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, 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 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).

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 debarred, suspended, 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 (http://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 First Tier Participant or 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, declared 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.epsl.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

N.B.25
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.

XII. 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 632.207(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.
CITY OF ROLLA  
CITY COUNCIL AGENDA

DEPARTMENT HEAD: John Butz, City Administrator  ACTION REQUESTED: First Reading

ITEM/SUBJECT: Ordinance Amending Sec. 35-183 – Plugging Existing Wells & Connection to Public Water Supply

BUDGET APPROPRIATION (IF APPLICABLE) N/A  DATE: June 19, 2017

COMMENTARY:

Attached is a proposed ordinance that provides clarification to Sec. 35-183 of the Rolla City Code pertaining to the existence/status of private wells in the City of Rolla. The intent of Sec. 35-183 has always been to require property owners to properly close private wells once public water supply is accessible to properties. There was a little vagueness in the "grandfather" clause of this section, which this ordinance attempts to clarify. While a property or structure may have been "grandfathered" - allowed the private well to continue - Staff believes it is appropriate City policy to require the closing of said private wells (exception granted to closed-loop systems for ground-source heat pumps) when public water supply is available and once the primary structure is demolished/removed. Legal and RMU have reviewed this draft ordinance and consent to its revision.

Recommendation: 1st Reading Only
AN ORDINANCE REPEALING SECTION 35-183 OF THE GENERAL ORDINANCES OF THE CITY OF ROLLA, MISSOURI KNOWN AS THE CODE OF THE CITY OF ROLLA, MISSOURI, AND ENACTING A NEW SECTION 35-183 IN LIEU THEREOF PERTAINING TO PLUGGING OF EXISTING WELLS AND CONNECTION TO PUBLIC WATER SUPPLY.

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

Section 1: That Section 35-183 of the Code of the City of Rolla, Missouri, pertaining to Plugging of Existing Wells and Connection to Public Water Supply is hereby repealed and a new Section 35-183 is enacted in lieu thereof as follows:

Sec. 35-183. Plugging of existing wells and connection to public water supply.

Except as otherwise provided in this Article, the owners of any property located wholly or partially within the City of Rolla are required at each owner's expense to plug any existing private wells in accordance with 10 CSR 23-3.110 of the Missouri Code of State Regulations and to cease utilizing any private water supplies to the extent that such wells and/or water supplies are located within the City of Rolla or in any area under the jurisdiction of the City of Rolla or supply water to property located within the City of Rolla. Such owners are further required to connect the houses, buildings, or other facilities on the property (to the extent the structure requires a potable water supply) to the public water system. Connection shall be made within 120 days of the effective date of annexation of the affected property into the city. This requirement shall not apply to any property located within the City of Rolla prior to May 1, 1995 provided the property and existing structures are served by the private well (Grandfathered Property) or to any property annexed into the City of Rolla after May 1, 1995 with lots which are a minimum of three acres and zoned Rural Residential (RR). Once the primary structure served by the private well is destroyed or replaced, the “Grandfather Clause” no longer applies and the private well shall be properly plugged as stipulated herein. Any property owner electing to or required to connect to the public water supply per this section, shall comply with all requirements of this Article and become a "full requirements water customer", of the public water supply system. (Ord. 3052, §1; Ord. 3511, §2).

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


APPROVED:

ATTEST:

MAYOR

CITY CLERK

APPROVED AS TO FORM:

CITY COUNSELOR

IV. C. 2.
DEPARTMENT: Steffanie D. Rogers  
Finance Director

ACTION REQUESTED: Motion

DATE: June 19, 2017

BUDGET APPROPRIATION: $0.00

SUBJECT: A Motion to Authorize Destruction of Certain Records

COMMENTARY: Chapter 109 of the Revised Statutes of Missouri outlines the prescribed procedure for the destruction of older City records. According to this chapter, a recorded vote by the Council to approve destruction of records is required. Below is a listing of the records, which is being proposed for elimination.

<table>
<thead>
<tr>
<th>FISCAL YEAR</th>
<th>CONTENTS</th>
<th>DESTROY DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PAPER DOCUMENTS FOR SHREDING</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Various</td>
<td>Vehicle Maintenance Logs – Vehicles no longer in fleet</td>
<td>2017</td>
</tr>
<tr>
<td>1997-2000</td>
<td>Accident Cards</td>
<td>2007</td>
</tr>
<tr>
<td>2001-2003</td>
<td>Records Receipts, parking tickets not filed on</td>
<td>2011</td>
</tr>
<tr>
<td>2004</td>
<td>Accident Reports</td>
<td>2011</td>
</tr>
<tr>
<td>2004</td>
<td>Incident Reports (microfilmed)</td>
<td>2011</td>
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<tr>
<td>2004</td>
<td>Parking logs, liquor control logs</td>
<td>2015</td>
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<tr>
<td>2005</td>
<td>Incident Reports (microfilmed)</td>
<td>2015</td>
</tr>
<tr>
<td>2005</td>
<td>Media logs, distribution receipts, lock out waivers</td>
<td>2016</td>
</tr>
<tr>
<td>2006</td>
<td>Incarceration logs, liquor control logs</td>
<td>2017</td>
</tr>
<tr>
<td>2006</td>
<td>UTTs</td>
<td>2017</td>
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<tr>
<td>2006</td>
<td>Accident Reports</td>
<td>2017</td>
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<tr>
<td>2006</td>
<td>Field Notes</td>
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<tr>
<td>2007</td>
<td>Field Notes</td>
<td>2017</td>
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<tr>
<td>2009</td>
<td>Purged Mules Records</td>
<td>2017</td>
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<tr>
<td>Various</td>
<td>Recording on Tape</td>
<td>2017</td>
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<tr>
<td>2010-2011</td>
<td>Locate Documents</td>
<td></td>
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<tr>
<td>Various</td>
<td>Vehicle/Equipment Records – Vehicles no longer in fleet</td>
<td>2017</td>
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<tr>
<td>2012 – 2015</td>
<td>City Meeting Notices</td>
<td>2017</td>
</tr>
<tr>
<td>2012 – 2015</td>
<td>Job Announcements</td>
<td>2017</td>
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<tr>
<td>2012 – 2015</td>
<td>MO Dept of Natural Resources Notices</td>
<td>2017</td>
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<tr>
<td>2010 – 2011</td>
<td>Surplus Vehicle/Equipment Records</td>
<td>2017</td>
</tr>
<tr>
<td>2010 – 2011</td>
<td>Bid Documents</td>
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<tr>
<td>ELECTRONIC DOCUMENTS</td>
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<tr>
<td>2014 – 2015</td>
<td>City Council Meeting Audio Recording</td>
<td>2017</td>
</tr>
<tr>
<td>2008 – 2009</td>
<td>AP Files</td>
<td>2017</td>
</tr>
<tr>
<td>2008 – 2009</td>
<td>Fiscal Year Documents</td>
<td>2017</td>
</tr>
</tbody>
</table>

Recommendation: Consider a motion to authorize the destruction of the above-listed records.
DEPARTMENT: Steffanie D. Rogers  
Finance Director

ACTION REQUESTED: Motion

DATE: June 17, 2013

BUDGET APPROPRIATION: $0.00

SUBJECT: A Motion To Award Bank Depository Services

COMMENTARY:

Attached to this commentary is a copy of the request for proposal of depository services. On Wednesday, June 07, 2017, the Finance Department received bids bank depository services. The bids received were as follows:

<table>
<thead>
<tr>
<th>Bank</th>
<th>Fixed Rate</th>
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<tbody>
<tr>
<td>First Community National Bank</td>
<td>0.25 %</td>
</tr>
<tr>
<td>First State Community Bank *</td>
<td>0.30 %</td>
</tr>
<tr>
<td>Infuze Credit Union</td>
<td>No Bid</td>
</tr>
<tr>
<td>Phelps County Bank</td>
<td>No Bid</td>
</tr>
<tr>
<td>Town &amp; Country Bank</td>
<td>No Bid</td>
</tr>
<tr>
<td>US Bank</td>
<td>No Bid</td>
</tr>
</tbody>
</table>

*Interest pays 40% of Federal Funds, monthly fee applies if below $3M

Banking services will be provided to the City of Rolla with no fees. The accounts will transition beginning July 1st and will transfer to First State Community Bank for a term of four (4) years to expire in 2021.

Staff is recommending depository services to be awarded to First State Community Bank.
SPECIFICATIONS AND REQUEST FOR BID PROPOSAL

FOR

CITY OF ROLLA DEPOSITORY CONTRACT

PROPOSALS ARE DUE:

JUNE 7, 2017 AT 11:00 A.M.

OFFICE OF CITY CLERK

ROLLA CITY HALL

901 NORTH ELM

ROLLA, MISSOURI
SPECIFICATIONS AND REQUEST FOR BID PROPOSAL FOR
THE CITY OF ROLLA DEPOSITORY CONTRACT

I. GENERAL INFORMATION

The City of Rolla, Missouri, will accept proposals for a bank Depository Contract until 11:00 a.m. on Wednesday, June 7, 2017; in the office of the City Clerk at 901 North Elm, Rolla, Missouri, 65401. Envelopes containing bids are to be sealed and clearly marked: BID: BANK DEPOSITORY.

Current financial records are available for examination by interested bidders. For questions or additional information, please contact Steffanie Rogers, Finance Director at (573) 426-6980, email at srogers@rollacity.org or at 901 North Elm, Rolla, MO 65401.

The banking institution selected as the depository shall be offered a depository contract for a four (4) year term. The City is seeking both fixed and variable rate terms.

II. BID PROCEDURES

The following bid procedures shall be utilized:

1. Upon receipt, all proposals will be taken under advisement. The City may interview bidders to obtain an accurate understanding of each bid. Any informal, defective or irregular proposal may be rejected. All proposals shall comply with the stated specifications or noted exceptions. The attached Bank Depository Proposal must be submitted.

2. The projected bid schedule is as follows:
   - Release of RFP: May 5, 2017
   - Proposal Due Date: June 7, 2017
   - Council Awards Contract: June 19, 2017
   - Commence Services: July 1, 2017

3. The Depository will be selected to receive and disburse all funds of the City, except funds specified and/or invested by competitive bid at the discretion of the City. The Depository must be chartered under existing federal and State of Missouri laws. Funds deposited must be fully secured as required by law.
III. CONTRACT REQUIREMENTS

The successful bidder shall be required to enter into a written contract with the City containing provisions for the following items:

1. The Depository shall at all times maintain securities as pledged collateral in an amount to equal 110% of the amount on deposit with the Depository, less the amount which is an insured deposit pursuant to the Federal Deposit Insurance Act, as amended.

2. The Depository shall maintain such collateral with a disinterested banking institution chartered under existing federal and State of Missouri laws. The Depository and the disinterested banking institution must agree to execute a Collateral Pledge Agreement which provides that the disinterested banking institution would immediately surrender the pledged collateral to the City and the City shall have the right to convert such collateral into cash and dispense it in the event the Depository shall fail to pay any City deposit, or part thereof.

3. If at any time pledged securities are not satisfactory to the City for deposits made as provided by law the City may require additional or substitute securities be pledged as are satisfactory to it.

4. Pledged securities may from time to time be withdrawn and other securities of like kind and character may be substituted with the consent of the City prior to the action. The custodian bank shall confirm in writing the receipt, substitution and release of securities to and from the custodial account.

5. Securities pledged as collateral shall be evidenced with safekeeping receipts to be received by the City. The City will release safekeeping receipts by signing same and forwarding to the banking institution upon request and receipt of confirmation that the substitute securities have been received by the disinterested banking institution.

6. The City shall maintain a minimum of fifteen (15) interest-bearing accounts and a minimum of five (5) non-interest bearing account (listing upon request). The City shall have the option of creating additional accounts as required with the same interest rate as bid.

7. Below are the services requested for the City of Rolla. Please provide note compliance with each, describe any proposed changes, deviations or any additional features that would be included and any additional costs associated on the lines provided. Please reference your responses to the corresponding items in this section.
(a) **Account Analysis**: The cut-off date for statement purposes for these accounts will be the last banking business day of each month. A monthly statement as well as a formal account analysis statement shall be provided. The monthly bank statement will list cancelled checks in numerical order if the check number is noted on the check by magnetic character numbers. The City also requires online access to account information.

Do you comply? □  Non Comply? □

---

(b) **Pledged Collateral**: Furnish a report within ten (10) days of the close of each month a list of collateral pledged and its market value at the time.

Do you comply? □  Non Comply? □

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(c) **Checks and Deposit Slips**: The Bank under this contract shall provide imprinted deposit slips for each account.

Do you comply? □  Non Comply? □

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(d) **Wire Transfers**: The bank agrees to handle the City's requests for Wire transfers of funds in an expeditious manner, regardless of whether the request is in writing, by telephone, or via terminal/web access. The City prefers to utilize an electronic system to initiate wire transfers. The Bank is to notify the City of the transfer with a credit or debit memorandum.

Do you comply? □  Non Comply? □

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[V.A.5]
(e) **ACH Transfers:** The Bank will accept and initiate ACH transfers on behalf of the City.

*Do you comply? □  Non Comply? □*

---

(f) **Direct Deposits:** Payroll direct deposit is a service provided to our employees processed through the automated clearinghouse via the Bank. The City offers direct payroll deposit and has approximately 400 ACH transactions per bi-weekly payroll. The data for direct deposit shall be electronically transmitted to the bank from the City’s computer on a bi-weekly basis.

*Do you comply? □  Non Comply? □*

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(g) **Overdrafts:** The bank will pay all checks issued against the account even if payment creates an overdraft to the account. The Finance Director and City Administrator will be notified about any overdrafts within 24 hours of occurrence, at which time the City agrees to cover the overdraft. The City does not expect to be charged for overdrafts. The City does understand that the overdrafts will reduce the average daily balance that will affect the interest earnings.

*Do you comply? □  Non Comply? □*

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(h) **Stop Payments:** The City requires the ability to initiate on-line stop payments through “Internet access”. The City requires immediate acknowledgment that the stop payment was accepted to the Bank’s system. The City does not expect to be charged for stop payments.

*Do you comply? □  Non Comply? □*
(i) Availability of Funds: The City desires that deposits that get to the bank at or before 2:00 p.m. Central Standard Time will be credited on that day's business. Any cash or checks drawn on the Bank, which are deposited into the City's account prior to 2:00 p.m. Central Standard Time must show up as collected funds on that same day. If a situation occurs where the bank fails to give the City same day credit, the City expects to be compensated at a rate equal to that which the funds would have earned in the account.

Do you comply? √   Non Comply? □

(ii) Returned Checks/ACH: The City requires that all items returned for insufficient funds be presented for payment two (2) times. The Finance Director should be notified of all items determined to be insufficient, not limited to ACH transactions or returned checks.

Do you comply? □   Non Comply? □

(k) Account Detail: The Bank shall provide the City a software package or on line Internet access that will enable the City to obtain daily balances, perform stop payment and wire activity and the ability to view and print copies of all cancelled/cleared checks. This software must allow the City to contact the Bank via Internet access in order to download data from the Bank's file on the City's bank account.

Do you comply? □   Non Comply? □

(l) Account Reconciliation: Reporting shall be provided, listing all cleared items. The City will expect to work with the Bank’s data processing staff to coordinate the production of a check issue file to match to the cleared items file for an account reconciliation procedure that will be compatible and allow upload to the City accounting software. All accounts should run based on a calendar month (1st to 30th).

Do you comply? □   Non Comply? □
(m) Interest Rate Earnings: Interest will be earned monthly on the average available balance. Please include an analysis of how the interest amount was derived (explain how the interest yield is based) and if a minimum balance is required for each account.

Do you comply? □  Non Comply? □

(n) Special Services: The City is interested in a number of areas including Electronic Data Interchange (EDI) and Financial Electronic Data Interchange (FEDI), web-browser technology and imaging. Please provide the following information:

EDI and FEDI: The City desires to improve the quality of its banking operations through the use of EDI and FEDI. Your proposed response should provide information for the listed services and an explanation of your abilities at the present time and future plans for development of EDI and FEDI.

Do you comply? □  Non Comply? □

Balance Reporting Module: The City desires access to web browser technology for its demand deposit accounts to enable the City to monitor its bank balance, wire transfers and stop payments.

Do you comply? □  Non Comply? □

\[ \Sigma \, A, B \]
**Imaging:** The City would like to request information on the Bank's current capabilities in regards to imaging of paid items. Any additional information that the Bank wishes to share regarding imaging capabilities and opportunities may be included in the narrative section.

*Do you comply? ☐  Non Comply? ☐*

---

**Electronic Federal Tax Payment System (EFTPS):** The City currently files payroll federal and state tax deposits through the EFTPS system and shall require coordination with these agencies and the bank for continuing access.

*Do you comply? ☐  Non Comply? ☐*

---

**Safe Deposit Box:** The City currently has two (2) safe deposit boxes. Please provide charges, if any, for a safe deposit box.

*Do you comply? ☐  Non Comply? ☐*

---

**(c) Additional Services:**

In the space below, please provide any additional services to be provided but that are not listed above:

---

9. The transfer of funds at the beginning and the end of the contract period will be made as promptly as is consistent with orderly business procedures.
10. The Depository shall agree to cooperate with the City’s auditor by supplying necessary records as requested.

11. It is the responsibility of the Depository to adhere to all State of Missouri statutory provisions applicable to third class cities, in addition to furnishing securities as stipulated.

12. Please identify the customer service representative(s) who will be responsible for these accounts, as well as their hours and location(s) of availability.

13. In accordance with Missouri Revised Statute, this proposal will cover a four (4) year period and the “Request for Proposal” must be resubmitted every four (4) years.

IV. EVALUATION PROCESS

The evaluation of proposals will be conducted by City staff. Recommendation and supporting data will be submitted to the City Council for consideration at the June 19, 2017 Council meeting.

The evaluation process will involve the following criteria and the relative weight of each:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Relative Weight</th>
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<tbody>
<tr>
<td>1) Rate of return stated as a fixed percentage as referenced on the Bank Deposit Proposal.</td>
<td>90%</td>
</tr>
<tr>
<td>2) Amount of minimum balance or service fees required.</td>
<td>5%</td>
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<tr>
<td>3) Additional services offered by the proposing banking institution.</td>
<td>5%</td>
</tr>
</tbody>
</table>

In evaluating the proposals, any additional costs incurred by the City will also be considered, such as the costs and time associated with establishing new accounts. Proposing institutions are encouraged to include a concise narrative section to further explain the proposal and any additional services offered by the institution to the City.
V. FINANCIAL INFORMATION ON BIDDER

This section lists the qualifications and criteria to be considered in evaluating the banks interested in providing the services specified in order for them to be considered for an award. Specific responses to each must be provided in the accompanying response. To be considered, an institution must:

1. Be Federal Deposit Insurance Corporation (FDIC) insured.

2. Be Federal or State of Missouri chartered, with a full service branch in Phelps County.

3. Be an on line cash and securities member of the Federal Reserve.

4. Have the capacity of providing all "Required Services".


City of Rolla, Missouri

COPY

Steffanie D. Rogers
Finance Director
CITY OF ROLLA  
BANK DEPOSITORY PROPOSAL  

1. Acceptance of conditions.  

A. The ___________ agrees to provide the services and deposit activities noted in the specifications. Services provided in addition to the specifications are noted below.  

B. The ___________ agrees to provide the services and deposit activities noted in the specifications with the following exceptions:  

C. The ___________ agrees to pay ____% fixed interest on the checking accounts for the full term of the agreement:  

D. The ___________ agrees to pay ____% various interest on the checking accounts above or below the “Base Rate”, which will be the coupon equivalent yield (CEY) on current 91-day Treasury Bills as quoted weekly in the Wall Street Journal.  

PLEASE MARK YOUR SUBMITTAL "SEALED PROPOSAL" AND SEND IT TO:  

City of Rolla  
Attention: City Clerk  
901 North Elm  
Rolla, Missouri 65401  

The City reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal(s) deemed most advantageous to the City.

The undersigned certifies that he/she has the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below.

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Authorized Person (Print)</th>
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<th>City/State/Zip</th>
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\[\checkmark\]  

\[A. 12\]
A recap: The tennis Premier Court surface was installed in 2003 with a 10-year warranty. It was repainted in 2009. It was due to be resurfaced in 2013-2014 but was delayed due to budget constraints. Restoration has exceeded the normal maintenance cycle by four years. Wind damage in spring 2016 further necessitated the need for renovation. Attached is the overview proposal detailing the work needed, the proposal for construction and bid bond for improvements of the City of Rolla tennis courts located in Ber Juan Park. This has a one year labor and material warranty. The patented manufactured composite surface is designed to provide low maintenance and cushioned absorption according to the manufacturer. By taking this approach to the resurfacing, this will allow us to restore the courts to better playability and extend the life of the current surface to its maximum, estimated to be between 5-10 years additional to its usage thus far. Rolla Public Schools is committing a total of $15,000 toward tennis court improvements: $10,000 for court resurfacing and $5,000 plus labor for a shade structure/storage space for the courts. Staff is still evaluating shade/storage structures.

<table>
<thead>
<tr>
<th>Company</th>
<th>Description</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>McConnell &amp; Associates</td>
<td>Fill subsurface cracks, reseam edges and patch and reinforce needed areas, remove loose paint, repaint posts, reinstall center anchor, recolor and reapply acrylic resurfercer, color coat, return USTA lines</td>
<td>$52,350</td>
</tr>
</tbody>
</table>

Recommendation: Resolution authorizing the Mayor to execute Acceptance of the Proposal from McConnell & Associates for $52,350 for resurfacing of the tennis courts.
Tennis Court Conditions
RESOLUTION NO. _________

A RESOLUTION AUTHORIZING THE MAYOR OF THE CITY OF ROLLA, MISSOURI TO EXECUTE ON BEHALF OF THE CITY OF ROLLA, MISSOURI AN AGREEMENT WITH THE McCONNELL & ASSOCIATES, ST. LOUIS, MISSOURI, FOR TENNIS COURT IMPROVEMENTS.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROLLA, MISSOURI AS FOLLOWS:

Section 1: That the Mayor of the City of Rolla, Missouri is hereby authorized and directed to execute on behalf of the City of Rolla, Missouri, an agreement with McConnell & Associates, St. Louis, Missouri, for tennis court improvements. A copy of said agreement being attached hereto and marked “Exhibit A.”

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


APPROVED:

____________________________
Mayor

ATTEST:

____________________________
City Clerk

APPROVED AS TO FORM:

____________________________
City Counselor
Bid Submitted To:  
The Centre Health & Recreation Complex  
1200 N. Halloway St.  
Rolla, MO 65401  
PHONE: 573-341-2386  
FAX:  
CONTACT: Floyd Jernigan

Job Proposed:  
The Centre Health & Recreation Complex  
1200 N. Halloway St.  
Rolla, MO 65401

<table>
<thead>
<tr>
<th>Description</th>
<th>Quantity</th>
<th>Units</th>
<th>Net Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>TENNIS COURT POWER WASHING: Thoroughly power wash areas of heavy dirt and debris from the tennis courts with a 4000 PSI power washer.</td>
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<td></td>
</tr>
<tr>
<td>MISC PREP Cut back entire edge of fabric approximately 12 inches. Clean and scrape as necessary. Edge will be reseamed after patch work is completed. Scrape areas of peeling paint to remove any loose material. Open up areas of the court to expose the cracks underneath the fabric causing voids. See diagram and pictures for further detail. Fill approximately 500 LF of cracks with patch material. Fill one low area marked on diagram. Re-seam and reinforce the seams across the entire court. This includes the use of 4&quot; seam fabric, 5&quot; release liner, 6&quot; edge fabric, and 9&quot; seam cover. All seams to be banded and hidden by multiple coats of acrylic resurfacer. Spray paint all posts with two coats of new paint. Re-install one center anchor set in concrete.</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>TENNIS COURT RESURFACING Clean and prepare surface for patching or recoloring. Any patched areas to be ground smooth with swivel head surface grinder. Any patched areas will receive one coat of acrylic resurfacer. Apply one coat of acrylic resurfacer to the entire playing surface. Apply two coats of textured acrylic color coating. Color to match existing. Layout, tape, and stripe tennis court lines per USTA and ASBA standards for doubles play.</td>
<td></td>
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</tr>
</tbody>
</table>

Prices based on current local prevailing wage rates.

Prices based on the project being tax exempt.  
A Project Exemption Certificate must be furnished before the start of work.

EXCLUSIONS:  
*Bonds, Permits and Testing.  
*Tennis court accessories unless listed above.  
*Seeding or sodding.  
*Fencing unless stated above.  
*Concrete or Asphalt work unless stated above.  
*Any items not listed above.

Opened 5-21-17  
11:31am  
Carl

Total $52,350.00

Initials

Page 1 of 2
<table>
<thead>
<tr>
<th>Bid Submitted To:</th>
<th>Job Proposed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The Centre Health &amp; Recreation Complex</td>
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</tr>
<tr>
<td>Rolla, MO 65401</td>
<td>Rolla, MO 65401</td>
</tr>
<tr>
<td>PHONE: 573-341-2386</td>
<td>FAX:</td>
</tr>
<tr>
<td>CONTACT: Floyd Jernigan</td>
<td></td>
</tr>
</tbody>
</table>

NOTICE TO OWNER: FAILURE OF THIS CONTRACTOR TO PAY THOSE PERSONS SUPPLYING MATERIAL OR SERVICES TO COMPLETE THIS CONTRACT CAN RESULT IN THE FILING OF A MECHANIC'S LIEN ON THE PROPERTY WHICH IS THE SUBJECT OF THIS CONTRACT PURSUANT TO CHAPTER 426, RSMO. TO AVOID THIS RESULT YOU MAY ASK THIS CONTRACTOR FOR "LIEN WAIVERS" FROM ALL PERSONS SUPPLYING MATERIAL OR SERVICES FOR THE WORK DESCRIBED IN THIS CONTRACT. FAILURE TO SECURE LIEN WAIVERS MAY RESULT IN YOUR PAYING FOR LABOR AND MATERIAL TWICE.

PAYMENT and COLLECTION: Payment is due upon receipt of Company's Invoice. If Company provides this agreement/proposal/bid to an attorney for enforcement of its terms, including but not limited to collection of amounts due, you agree to pay all expenses and cost, including but not limited to attorney's fees incurred by Company in such enforcement or collection. In the event all sums are not paid when due, all unpaid sums shall bear interest at the (18%) per annum until paid in full.

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory, and are hereby accepted.

Signature: __________________________

Name & Title (Please Print):____________________

Date Accepted:____________________

NOTES: THIS PROPOSAL MAY BE WITHDRAWN BY US IF NOT ACCEPTED WITHIN 30 DAYS.