



Jackson County Health Department

Feb. 24 -March 3, 2021

COVID-19

Data

**More in depth data can be found on the [JACOHD dashboard](#).

JACOHD

- Total Cases – 35,466
 - Confirmed – 29,795
 - Probable – 5,671
- Total Deaths- 423

Totals by Week:

- Cases-296
- Deaths-5

Current Outbreaks

**Outbreaks are considered concluded after two incubation periods (28 days) since the onset date of the last case of COVID-19, and are thus removed from the list.

Villages of Jackson Creek (2)
59 Cases
Autumn Terrace (2)
14 Cases
Cedarhurst Senior Living (2)
9 Cases
Life Care Center of Grandview
22 cases
Parkway Senior Living (2)
51 Cases
Wilbert Funeral Services
11 Cases

NorthStar Residential
7 Cases
KC Behavioral Health – Lone Jack
14 Cases
Super Bowl Party – Buckner
10 Cases
Super Bowl Party – Blue Springs
8 Cases
Sunterra Springs
35 cases
Funeral 1/17/2021
14 Cases

JACOHD/TMC

Sponsored Testing

Ongoing weekly widespread testing at outbreak facilities

Thursday March 4, 2021 - 10:00-2:00pm - Lee's Summit, 505 NW Blue Pkwy
Friday March 5, 2021- 10:00-2:00pm – Independence, 211 W. Truman Rd
Monday March 8, 2021 – 10:00-2:00pm – Lee's Summit, 505 NW Blue Pkwy
Tuesday March 9, 2021 – 10:00-2:00pm – Grandview, 13500 Byars Rd
Wednesday March 10, 2021 – 10:00-2:00pm – Blue Springs Vespar Hall
Symptomatic Testing

- Call 816-404-CARE

PPE Supply

The supply rate meets the demand rate.

Testing Supply

The health department is testing symptomatic and asymptomatic individuals at traveling clinics in EJC five days a week.

JCDC Testing

This outbreak is now closed. JACOHD is continually working with JCDC on reporting and investigation.

Weekly Regional Coordination Meetings

Health Care Coalition Steering Committee Meeting, Public Health Risk Communication Coordination Meeting, Hospitals & Public Health Meeting, Communicable Disease COVID-19 Update Meeting, Missouri Center for Public Health Excellence Meeting, Public Health Coordination Meeting, Public Health Directors Meeting, Multi Agency Coordination Resource Section Support Meeting, Community Organizations Active in Disaster Meeting

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$37,263.00 within the 2021 Assessment Fund and authorizing the Director of Finance and Purchasing to execute a lease for office space for use by the Assessment Department with Novel Coworking of Kansas City, MO, for a term of six months, at an actual cost to the County in the amount of \$37,263.00, as a sole source purchase.

RESOLUTION NO. 20630, March 1, 2021

INTRODUCED BY Crystal Williams, County Legislator

WHEREAS, the Assessment Department has a need to lease additional office space for use by the Tyler Technology staff and new associates undergoing training; and,

WHEREAS, suitable temporary office space is not available within the downtown Jackson County Courthouse; and,

WHEREAS, research indicates there is no adequate and immediately available office space for lease within close proximity to the Courthouse, other than the Novel Coworking space at 13th and Oak Streets; and,

WHEREAS, pursuant to section 1030.1 of the Jackson County Code, 1984, the Director of Finance and Purchasing recommends the award of a lease for office space for use by the Assessment Department with Novel Coworking of Kansas City (Jackson County), MO, for a lease term of six months, at an actual cost to the County in the amount of \$37,263.00, as a sole source purchase due to the unique location of the Novel space; and,

WHEREAS, this six-month term will allow the Finance and Purchasing Department adequate time to undertake a formal bid process for a long-term lease of such space; and,

WHEREAS, in order to fund this lease a transfer is necessary; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Assessment Fund Assessment System 045-1903	56661- Software Purchases	\$37,263	
Assessment 045-1902	56620- Rent- Buildings		\$37,263

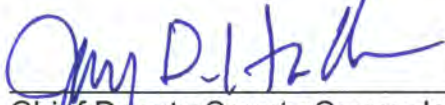
and,

BE IT FURTHER RESOLVED that award be made as recommended by the Director of Finance and Purchasing, and that the Director be and hereby is authorized to execute for the County any documents necessary for the accomplishment of the award; and,

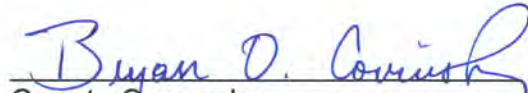
BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment, on the contract or lease thereby made.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20630 of March 1, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the source indicated below.

ACCOUNT NUMBER: 045 1903 56661
ACCOUNT TITLE: Assessment Fund
Assessment System
Software Purchases
NOT TO EXCEED: \$37,263.00

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 045 1902 56620
ACCOUNT TITLE: Assessment Fund
Assessment
Rent- Buildings
NOT TO EXCEED: \$37,263.00

3/4/2021
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

March 8, 2021

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20630

Sponsor(s): Crystal Williams

Date: March 1, 2021

SUBJECT	Action Requested ☒ Resolution ☐ Ordinance Project/Title: <u>Requesting a transfer within the Assessment Fund and Awarding a Six-Month Contract for Temporary Office Space for the Assessment Department to Novel Coworking (Kessler Building, 1301 Oak, KCMO) of Kansas City, Missouri as a Sole Source in an amount not to exceed \$37,263.</u>														
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$37,263</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$37,263</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$37,263</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>TRANSFER FROM: 045-1903-56661 Assessment Fund, Assessment System, Software Purchases</td><td>\$37,263</td></tr> <tr> <td>TRANSFER TO: 045-1902-56620 Assessment Fund, Assessment Department, Rent-Buildings</td><td>\$37,263</td></tr> </table> * If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: ☐ No budget impact (no fiscal note required) ☐ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	Amount authorized by this legislation this fiscal year:	\$37,263	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$37,263	Amount budgeted for this item * (including transfers):	\$37,263	Source of funding (name of fund) and account code number:		TRANSFER FROM: 045-1903-56661 Assessment Fund, Assessment System, Software Purchases	\$37,263	TRANSFER TO: 045-1902-56620 Assessment Fund, Assessment Department, Rent-Buildings	\$37,263
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TRANSFER TO: 045-1902-56620 Assessment Fund, Assessment Department, Rent-Buildings	\$37,263														
PRIOR LEGISLATION	Prior ordinances and (date): 5414, October 19, 2020 Prior resolutions and (date):														
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Barbara Casamento, Purchasing Administrator, 881-3253														
REQUEST SUMMARY	The Assessment Department has an immediate need for Temporary Office Space to house the Tyler Technology staff (for the CAMA and Reassessment Projects) and additional Assessment Associates that are in the process of being hired. Research indicates there are no other temporary office spaces within close proximity to the downtown Jackson County Courthouse that have immediate availability. A large enough office space within the County Courthouse is not available at this time. A six-month lease would allow a formal bid process to take place for Rental Office Space for the Assessment Department. Pursuant to Section 1030.1 of the Jackson County Code, the Assessment Department and the Purchasing Department recommend the Award of a Six-Month Contract for the furnishing of Temporary Office Space to Novel Coworking of Kansas City, Missouri as a Sole Source in an amount not to exceed \$37,263. The Director of Finance and Purchasing requests the following transfer: <table> <tr> <td></td><td>FROM:</td><td>TO:</td></tr> <tr> <td>045-1903-56661 Assessment Fund, Assessment System, Software Purchases</td><td>\$37,263</td><td></td></tr> <tr> <td>045-1902-56620 Assessment Fund, Assessment Department, Rent-Buildings</td><td></td><td>\$37,263</td></tr> </table>		FROM:	TO:	045-1903-56661 Assessment Fund, Assessment System, Software Purchases	\$37,263		045-1902-56620 Assessment Fund, Assessment Department, Rent-Buildings		\$37,263					
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045-1902-56620 Assessment Fund, Assessment Department, Rent-Buildings		\$37,263													
CLEARANCE	☒ Tax Clearance Completed (Purchasing & Department) ☐ Business License Verified (Purchasing & Department) ☒ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)														

COMPLIANCE	☐ MBE Goals ☐ WBE Goals ☐ VBE Goals		No goals assigned
ATTACHMENTS	A Memorandum from Jeph Burroughs Scanlon, Deputy Director of Assessment and the Rental Agreement from Novel Coworking		
REVIEW	Department Director:	<i>[Signature]</i>	Date: 2/19/2021
	Finance (Budget Approval): If applicable	APPROVED By Mark Lang at 3:19 pm, Feb 22, 2021	Date:
	Division Manager:	<i>[Signature]</i>	Date: 2/22/2021
	County Counselor's Office:	<i>[Signature]</i>	Date: 2/25/2021

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in _____.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____.
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

Funds sufficient for this transfer are available from the sources indicated below.

PC# _____

Date: March 3, 2021

RES # 20630

Org Code/Description	Object Code/Description	From	To
045 Assessment Fund			
1903 Assessment System	56661 Software Purchases	\$ 37,263	\$ -
1902 Assessment	56620 Rent - Buildings	-	37,263
		\$ 37,263	\$ 37,263

Fiscal Note:

This expenditure was included in the Annual Budget

PC# _____

Org Code/Description	Object Code/Description	Not to Exceed
045 Assessment Fund		
1902 Assessment	56620 Rent - Buildings	\$ 37,263
		\$ 37,263

APPROVED

By Mark Lang at 11:13 am, Mar 03, 2021

Budget Office



ASSESSMENT DEPARTMENT

JACKSON COUNTY

(816) 881-3239
Fax: (816) 881-1388

JACKSON COUNTY COURTHOUSE
415 EAST 12TH STREET, FIRST FLOOR MEZZANINE
KANSAS CITY, MISSOURI 64106
WWW.JACKSONGOV.ORG

MEMORANDUM

FROM: Jeph BurroughsScanlon, Deputy Director of Assessment *JAS*
TO: Barbara Casamento, Purchasing Administrator
CC: Bob Crutsinger, Director of Finance
Mark Lang, Budget Administrator
DATE: March 2, 2021
RE: Novel Coworking (Kessler Building; 1301 Oak St.) sole source provider

On October 19, 2020 the Jackson County Legislature passed and approved a contract with Tyler Technologies of Moraine, Ohio for the benefit of the Jackson County Assessment Department and the need to update our CAMA system and improve our reassessment processes. As a provision of this contract, the Assessment Department has been asked to provide co-working space for Tyler staff members and additional Assessment Department staff members – as many as 25 people co-working and training in a single space, as soon as possible/practical after December 1, 2020.

The Assessment Department has a need to obtain office space close to the Courthouse and with immediate availability. We recently became familiar with Novel Coworking (Kessler Building; 1301 Oak St.) of Kansas City, Missouri by way of other County Departments using space in this facility. We are unaware of any similar company who can offer the same space and services in an immediate manner as required for the seamless and consistent work of the upcoming reassessment and annual maintenance tasks. For these reasons we believe Novel Coworking to be a sole source vendor for the specific space and services we need.

We are requesting a short term contract with Novel Coworking from a near-term execution date until August 31, 2021 (about six and a half months). This will help satisfy our immediate need for office space while giving us time to send out a request for a long-term proposal for office space. The Assessment Department is requesting that Novel Coworking (Kessler Building; 1301 Oak St.) of Kansas City, Missouri be granted a short term contract at \$5,109.00 per month (\$11,718.00 first month total including service retainer, set-up and exit fees) in an estimated total amount of \$37,263 through August 2021.

Attached is a copy of the Office Service Agreement from Katie Whipple, Area Sales Manager, Novel Coworking, as the proposed contract from Novel Coworking.

Office Service Agreement



Industry:	Government	Agreement Date (mm/dd/yy):	2/26/2021
NOVEL COWORKING("NOVEL COWORKING")		CLIENT DETAILS ("the Client")	
Center Name:	1301 Oak Level Office LLC	Company Name:	Jackson County
Center Manager Name:	Katie Whipple	Individual Name:	
Address:	1301 Oak St	Address:	
	KCMO 64106		
Phone:	8166862014	Phone:	
Email:	Katie@novelcoworking.com	Email:	
Start Date:	3/9/21	End Date*:	9/30/2021

OFFICE PAYMENT DETAILS

Office or Suite Number	Monthly Office Fee
Suite 100A	\$5,109.00
TOTAL PER MONTH	\$5,109.00

First Month's Fee:	\$5,109.00
Service Retainer:	\$5,109.00
Set Up and Exit Fee	\$1,500.00
TOTAL INITIAL PAYMENT:	\$11,718.00

* All agreements end on the last calendar day of the month

Comments:

1. Novel Coworking acknowledges that Client has provided notice of its intent NOT to auto-renew this agreement. Therefore agreement will terminate as of September 30, 2021 without further notification needed from Client. 2. B. This Agreement is confidential. Client may not disclose any of the pricing or terms of this Agreement without express written consent of Novel Coworking. Confidentiality remains in place even after the termination of this Agreement. Client's obligations under this paragraph are subject to the provisions of the Missouri Open Records Act, Chapter 610, RSMo. 3. Client shall occupy Suite 100A March 9, 2021 -March 31, 2021 free of office rental fee.

We enter into this Agreement and agree to all of its terms and conditions:

Name (Printed):	Katie Whipple	Name (Printed):	
Date:		Date:	
Signature:		Signature:	

Agreement Terms & Conditions

- A. This Agreement does not create tenancy interest, leasehold estate or other real property interest on behalf of the Client in regards to the office accommodations. This shall be strictly construed as a license to use the office accommodations as indicated by the Office Suite # described above. NOVEL COWORKING retains the possession and control over the office center in its entirety. The Client accepts the right to temporarily share the NOVEL COWORKING office center dependent on the terms and conditions as stated in this Agreement. This Agreement is between NOVEL COWORKING and the Client and cannot be transferred to a third party.
- B. This Agreement is confidential. Client may not disclose any of the pricing or terms of this Agreement without express written consent of Novel Coworking. Confidentiality remains in place even after the termination of this Agreement.
- C. Credit and Debit cards are subject to a convenience fee. Sales tax will be added to the monthly invoice where applicable.
- D. Client understands and agrees that the coworking lounge may be made unavailable from time to time, at any time, for Events.
- E. If the Client requires a company name change, requests must be submitted to NOVEL COWORKING in writing with 7 days advance notice.

FORM OF PAYMENT

Payment Via Check		Payment Via ClickPay	
Check Number:		Transaction ID #:	
Check Amount:		Make Payment:	
Date Sent to Lockbox:		<i>Credit and Debit cards are subject to a convenience fee.</i>	

1. Usage Conditions.

- 1a. Client agrees to use the office center for business purposes only and is not to hold or permit retail sales, auctions or sell liquor, narcotics, or tobacco of any kind within NOVEL COWORKING. The Client shall not use the NOVEL COWORKING office center for distribution, manufacturing, or any illegal or immoral purposes.
- 1b. Client does not have the right to sublease the office space to a third party.
- 1c. NOVEL COWORKING is not responsible for any of the Client's property and is not liable for any damages or theft.
- 1d. Office accommodations are rented in as-is condition. No alterations may be made to the office accommodations including the addition or changing of locks to the windows or doors. Client shall not install draperies or other window coverings in the office accommodations.
- 1e. Client agrees to be respectful of all NOVEL COWORKING property including the office accommodations and common areas within the office center and all office furniture and equipment. Client is liable for damage.
- 1f. Client agrees to use electrical current provided in the office accommodations for ordinary lighting and personal computers only. Client shall not store or operate any large equipment, including heaters, stoves, coffee makers, vending machines, copiers, refrigerators, grills, servers, or other equipment. If special installation or wiring is required, it will be at the Client's expense and granted only upon written consent from NOVEL COWORKING.
- 1g. Client shall not sleep or live within the NOVEL COWORKING office center.
- 1h. Client shall not obstruct business for any other NOVEL COWORKING clients.
- 1i. Client agrees to cause guests to wait in designated guest waiting areas only.
- 1j. Client accepts full responsibility for the legal and appropriate conduct of all employees and guests of employees, including consumption of alcohol on premises as legally acceptable according to state and federal law.
- 1k. Should the need arise, at NOVEL COWORKING'S sole discretion, NOVEL COWORKING may provide the Client with alternative office accommodations of comparable value or better.
- 1l. Client implicitly agrees to allow photos that they and their employees and guests appear in at NOVEL COWORKING to be used in NOVEL COWORKING marketing materials.

2. Client Conduct.

- 2a. Client and Client's employees and guests shall conduct themselves in a businesslike manner, dress in business attire, and keep noise at a respectful level at all times while on NOVEL COWORKING premises.
- 2b. NOVEL COWORKING shall provide entry access to Client including required keys and access cards and, upon termination of this Agreement, Client agrees to return the same number of keys and access cards provided. NOVEL COWORKING will invoice Client \$50.00 per replacement key and \$25.00 per replacement access card.
- 2c. Canvassing or soliciting for business or any other purpose is prohibited by NOVEL COWORKING both in the office center and on the app. Marketing signage may be displayed only upon written consent from NOVEL COWORKING.
- 2d. No animals shall be permitted within the NOVEL COWORKING office center, aside from CERTIFIED service dogs. Clients with CERTIFIED service dogs must purchase private office accommodations.
- 2e. Client and Client's employees and guests shall not abuse or mistreat any NOVEL COWORKING employees.
- 2f. Client acknowledges that NOVEL COWORKING'S app is intended to share information and promote community. NOVEL COWORKING reserves the right to remove solicitations and comments from the app without notice.
- 2g. Client and Client's employees and other businesses under the Client's ownership shall not hire any NOVEL COWORKING employees at any time during the term of the Agreement or within 12 months of the termination of the Agreement. Client shall pay NOVEL COWORKING \$15,000 per employee per breach.
- 2h. Smoking is prohibited within the NOVEL COWORKING office center and office accommodations. Client agrees to limit smoking to the designated areas outside of the NOVEL COWORKING building.
- 2i. Weapons of any kind are prohibited within NOVEL COWORKING, regardless of a concealed carry permit.
- 2j. Client agrees to purchase and pay for honor market beverages and snacks in the NOVEL COWORKING app.

3. Services.

- 3a. NOVEL COWORKING shall provide the office accommodations as stated on the first page of the Agreement.
- 3b. NOVEL COWORKING shall provide a desk, executive chair, and internet connection in the office accommodations.
- 3c. Client will have 24-hour access to the office center and office accommodations, as well as to electricity and internet services. Client acknowledges that Novel Coworking's staff is on-site during business hours, 8:30am - 5:00pm, Monday - Friday; however, NOVEL COWORKING reserves the right to operate without on-site staff.
- 3d. Client acknowledges that NOVEL COWORKING'S HVAC hours are 7:00am - 6:00pm, Monday - Friday.
- 3e. A complete list of available services can be found on NOVEL COWORKING'S Services Guide.

4. Technology Services.

- 4a. Client agrees to conduct business and use technology services in a manner that does not interfere with the operation of the office center, disrupt any other client in the center, or adversely impact our ability to provide technology services to other clients, as determined by us at our sole and absolute discretion. Technology services are for general purpose use and the following is strictly forbidden: 1 - altering our system hardware, including, but not limited to, installing personal wifi devices, 2 - transmitting fraudulent, libelous, pornographic, or any other destructive elements, and 3 - excessive bandwidth use, including, but not limited to, streaming 4k video or distributing, downloading or sharing excessively large files. Client agrees to fully comply, and cause employees and guests to comply, with NOVEL COWORKING'S Technology Use Requirements, as such may change from time to time, posted at www.novelpcoworking.com/TIUSE and incorporated herein by reference.
- 4b. Client acknowledges that phone and internet services provided by NOVEL COWORKING, including, but not limited to, internet speeds, quality of service, data protection, and call rates are contingent on third party providers. While NOVEL COWORKING has internet security protocols in place, NOVEL COWORKING does not make any representations as to the security of the network or the internet. Client should adopt its own security measures as appropriate. NOVEL COWORKING cannot guarantee that a particular degree of availability will be attained in connection with the Client's use of NOVEL COWORKING'S network.
- 4c. At Client's expense, special internet services may be installed when arranged in advance and upon express written consent from NOVEL COWORKING. Approved internet equipment is subject to additional monthly utility charges. Client shall not operate routers, servers, or other internet equipment in the office center without consent.

5. Service Retainer.

- 5a. The Client acknowledges that the office accommodations listed on the first page of this Agreement will not be reserved until after the required Service Retainer has been paid in full. Upon receipt of Service Retainer in full along with signed Agreement, the stated office accommodations shall be reserved.
- 5b. The Service Retainer provided by Client shall be held as security by NOVEL COWORKING without generating interest and may be used by NOVEL COWORKING as security against default by Client and liability for all matters referenced on this Agreement. NOVEL COWORKING is entitled to deduct monies from the Service Retainer to recover monies owed to NOVEL COWORKING through default by Client, damage to property, or to pay third party providers for services. Upon any such deduction, NOVEL COWORKING reserves the right to require an increase to the Service Retainer held.
- 5c. NOVEL COWORKING shall refund the Service Retainer in full after a 30-day period after the time of termination of this Agreement, or at such time Client's account is cleared of all outstanding balances, whichever comes first.

6. Payment, Fees, and Taxes.

- 6a. NOVEL COWORKING strives to reduce its environmental impact and supports its Clients in doing the same. NOVEL COWORKING will provide all monthly invoices electronically via email. Client agrees to make payments via an automated payment method such as ACH, Direct Debit, or Credit Card, using the NOVEL COWORKING ClickPay Portal. Credit card and debit card payments are subject to a convenience fee on the ClickPay Portal. Check payments should be mailed to ClickPay (P.O. Box 62032 Newark, NJ 07101) at the Client's expense. Cash is not accepted.
- 6b. Fixed monthly costs will be billed in advance on a monthly basis at the rates stated on the first page of this Agreement or otherwise added by Client and agreed to in writing. Fixed costs include, but are not limited to, office fees, phones, additional furniture, parking, and storage space. Variable services may be utilized by Client at an additional cost and all associated fees will be billed monthly based on usage. Client agrees to dispute the validity of any fee charged by bringing it to our attention within 30 days of invoice for resolution, or else such charges will be deemed final. Client agrees to pay all applicable sales and use taxes and all fees for any services provided.
- 6c. If Client does not pay balance in full by the 1st day of the calendar month, Client will be subject to a late fee of five percent (5%). In addition to a late fee, insufficient funds will result in a \$35 NSF fee.
- 6d. If this Agreement is for a period longer than twelve (12 months), NOVEL COWORKING will increase the monthly office fee on month 13. This increase will be set by the Consumer Price Index. Renewals are calculated separately from annual indexation increases.

7. Automatic Renewal and Termination.

- 7a. This Agreement lasts for the period stated on page one and then will be extended automatically for successive periods equal to the initial term. If Client does not wish to renew this Agreement for an additional equivalent term, Client may terminate as of the last day of the month (the "Expiration Date") by delivering written notice to NOVEL COWORKING at least ninety (90) days in advance of the Expiration Date. If Client does not provide advance written notice of termination, this Agreement will renew at the prevailing market rate. For Agreements with a term of three (3) months or less, including "month to month" Agreements, NOVEL COWORKING will require at least thirty (30) days advance written notice of termination (effective from the first day of the calendar month).
- 7b. NOVEL COWORKING may provide thirty (30) days' written notice to Client to cease Client's occupation of the office accommodations, prior to the stated termination date of this Agreement, for any reason whatsoever, if the Client is not observing the rules for the office center, as reasonably prescribed by NOVEL COWORKING, this Agreement may be terminated by NOVEL COWORKING immediately upon written notice to Client.
- 7c. At time of termination, the Client will immediately and peacefully cease occupancy of the premises, return all keys and access cards and return all office accommodations to "as new" condition. Any items left within the NOVEL COWORKING office accommodations after time of termination will be considered property of NOVEL COWORKING and may be utilized or sold without the Client's knowledge or consent.

8. Insurance.

- 8a. Client is liable for all personal belongings within the office center and responsible for providing their own insurance.
- 8b. Client shall indemnify NOVEL COWORKING, its employees, caretakers, clients, agents, or invitees against any theft, damages, or loss from the office center and office accommodations and its contents, including but not limited to data, hardware and software, except in cases of gross negligence, fraud or willful misconduct.
- 8c. Client is solely responsible for all taxes on personal property for any of their own items that they bring to and/or keep within the office center and office accommodations.

9. Legal.

- 9a. Client acknowledges that this Agreement is not a lease or any other interest in real property.
- 9b. NOVEL COWORKING is not liable for any loss of business, loss of profits, loss of anticipated savings, loss of damage to data or any consequential loss.
- 9c. If property experiences network disruption due to Client not gaining pre-approval from NOVEL COWORKING of installation of Client equipment, misconfiguring equipment on network, or causing incorrect installation of Client devices on NOVEL COWORKING network, NOVEL COWORKING will invoice the Client for all costs needed to resolve the disruption.
- 9d. In the event of a material breach of this Agreement by Client, the Client is responsible for immediate and full payment of all rental and services as stated on the first page of the Agreement in its entirety, as well as costs for any damages and legal fees if applicable, and may be asked to vacate the premises immediately.
- 9e. Client releases NOVEL COWORKING from any liability related to the receipt or handling of mail or packages on Client's behalf.
- 9f. Disclaimer of liability for third party products: In regard to services provided by NOVEL COWORKING to Client through a third-party provider, including but not limited to internet and phone service, NOVEL COWORKING disclaims any and all liability, including any express or implied warranties.
- 9g. All notices herein shall be in writing, and may be served by either mail, personal delivery, or by certified mail, addressed to the parties herein as indicated on page one of this Agreement.
- 9h. This Agreement is and at all times shall be subject and subordinate to any mortgage which may now or hereafter affect the real property of which the office suite(s) are a part, and to all renewals, modifications, consolidations, replacements and extensions of any such mortgage. In the event of the sale of the property upon foreclosure, exercise of a power of sale, or by deed or transfer in lieu of foreclosure, Client will attach to the purchaser and recognize and pay all rent to the purchaser or transferee as the landlord under this Agreement.

Client Signature: _____ Date: _____

Novel

COWORKING

This Addendum is in regards to the current Agreement in place between 1301 Oak Level Office, LLC (1) and Jackson County (2) as listed below:

1. LEVEL OFFICE CENTER	2. THE CLIENT
Company: 1301 Oak Novel Coworking LLC	Company: Jackson County
Address: 1301 Oak St, KCMO 64106	Name:
Phone: 816-686-2014	Phone:
Website: www.novelcoworking.com	Email:

2. ADDENDUM DETAILS

This addendum is in regard to the agreement in place between Jackson County and 1301 Oak Level Office.

This addendum serves to note the following:

1q: Novel Coworking will obtain the client's written approval and any other legally required approvals prior to knowingly taking photos of the client, its employees or its guests and will not use such photographs for any marketing purposes without the client's prior written consent.

2a: The client as well as all Client's employees and guests, shall conduct themselves in a businesslike manner, proper business casual attire, and keep noise at a respectful level at all times while on Novel Coworking premises.

8a: Client is liable for all personal belongings within the office center and responsible for providing their own insurance or self insurance.

All other terms and conditions remain the same.

3. We agree to this addendum and all its conditions:

Signed for on behalf of Novel

Name (printed): Katie Whipple

Date: _____

Signature: _____

Signed for on behalf of the Client

Name (printed):

Date: _____

Signature: _____

* Client confirms that he/she has read and understood the terms and conditions and agrees to be bound by them and Novel Coworking agrees to provide the services and accommodations as stated above.

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE authorizing the County Executive to execute an Off-System Bridge Program Agreement with the Missouri Highways and Transportation Commission in connection with the Stoenner Road Bridge Replacement Project.

ORDINANCE NO. 5489, March 8, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Stoenner Road Bridge, located approximately one mile west of H Highway and southwest of Levasy on Stoenner Road in unincorporated Jackson County, is eligible for replacement as part of the Missouri Highways and Transportation Commission's (MHTC) Off-System Bridge Program, which provides for reimbursement of 80 percent of a project's cost, and,

WHEREAS, the attached Off-System Bridge Program Agreement between the County and MHTC sets out the obligations of each entity relating to the design and construction of the bridge; and,

WHEREAS, MHTC has requested that this authorization be adopted by ordinance; and,

WHEREAS, execution of the attached Agreement is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Off-System Bridge Program

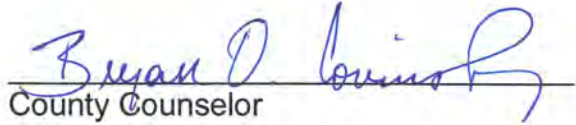
Agreement with MHTC for the Stoenner Road Bridge Replacement Project.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5489 introduced on March 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5489.

Date

Frank White, Jr., County Executive

CCO Form: FS13
Approved: (DPP)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: BRO – B048 (59)
Award Year: 2021
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
OFF-SYSTEM BRIDGE PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Jackson (hereinafter, "County").

WITNESSETH:

WHEREAS, the Congress of the United States has authorized, in the Fixing America's Surface Transportation Act (FAST), 23 U.S.C. §144, the Secretary of Transportation to grant funds to states for projects for the replacement and rehabilitation of toll-free public bridges which are not part of any Federal-Aid System and which are under the jurisdiction of and maintained by a public authority and are open to public travel; and

WHEREAS, the County desires to replace a certain bridge, more specifically described below, under the Off-System Bridge Program. Said improvement is to be designed and constructed in compliance with the provisions of 23 U.S.C. §144 and applicable federal directives.

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

(1) PURPOSE: The improvement contemplated by this Agreement, and designated as Project BRO-B048 (59) by the Commission is on East Stoenner Road in Jackson County. The length of this improvement is 0.144 mile(s). This improvement involves a bridge which has been inventoried by the County or Commission in accordance with 23 U.S.C. §144.

(2) LOCATION: The general location of the improvement is shown on the attachment labeled "Exhibit A" and that attachments incorporated by reference. The location is as follows:

Bridge No. 1020002 on East Stoenner Road in Jackson County, MO.

(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 County agrees to repay the Commission for any progress payments made to the County for the project and agrees that the Commission may deduct progress payments made to the County from future payments to the County.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County 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 (County's/City's) wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County 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 County 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.

(5) MAINTENANCE: Upon completion of this improvement, the County shall accept control and maintenance of the improved road as a part of its road system and at

its own cost and expense. Once construction of this improvement is completed, all obligations of the Commission under this Agreement shall terminate.

(6) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the County, and the County 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 County" is to be substituted. The County 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.

(7) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signals, and markings in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

(8) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, County shall acquire any additional necessary right of way required for this 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 that Act.

(9) PERMITS: The County shall secure approval or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the improvements contemplated by this Agreement.

(10) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

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

(A) Civil Rights Statutes: The County 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 County 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 County 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 County 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 County 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 County. These apply to all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the County 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 County 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 County is in the exclusive possession of another who fails or refuses to furnish this information, the County 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 County 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 County complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The County shall include the provisions of paragraph (11) 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 County 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 County becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the County may request the United States to enter into such litigation to protect the interests of the United States.

(12) ACCESS TO RECORDS: The County 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 County receives reimbursement of their final invoice from the Commission.

(13) INSPECTION OF PERFORMANCE: The County shall insure that representatives of the Commission and the FHWA shall have access to the project for the purpose of inspecting and reviewing work performed in connection with this Agreement.

(14) PROGRESS PAYMENTS: The County 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 County shall repay any progress payments which involve ineligible costs.

(15) 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 County has not paid the vendor prior to receiving reimbursement, the County must pay the vendor within two (2) business days of receipt of funds from MoDOT.

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

Any federal funds for project activities shall only be available for reimbursement of eligible

costs that have been incurred by County. Any costs incurred by County 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 County 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 County. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

(18) AUDIT REQUIREMENTS: If the County 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 CFR 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 CFR Part 200, if the County expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the County may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(19) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The County 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.

(20) 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 County and the Commission.

(21) 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.

(22) 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.

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

(24) CONFLICT OF INTEREST: The County 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.

(25) MANDATORY DISCLOSURES: The County 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 County this _____ day of _____, 20____.

Executed by the Commission this _____ day of _____, 20____.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

COUNTY _____

By _____

Title _____

Title _____

ATTEST:

Secretary to the Commission

By _____

Approved as to Form:

Title _____

Commission Counsel

By _____

Title _____

ATTEST:

Clerk

Approved as to Form:

Title _____

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

Ordinance No. _____

*If contracting party is not a county, the additional two lines for the county commissioners can be removed.

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: The proposed improvements for BRO-B048(59) are to replace the structure with a hydraulically efficient configuration to pass the design flow.

Task	Date
Date funding is made available or allocated to recipient	10/1/2020
Solicitation for Professional Engineering Services (advertised)	1/1/2021
Engineering Services Contract Approved	3/1/2021
Preliminary and Right-of-Way Plans Submittal	11/1/2021
Plans, Specifications & Estimate (PS&E) Submittal	5/1/2022
Plans, Specifications & Estimate (PS&E) Approval	9/1/2022
Advertisement for Letting	10/1/2022
Bid Opening	11/1/2022
Construction Contract Award or Planning Study completed (REQUIRED)	12/1/2022

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUEST FOR LEGISLATIVE ACTION

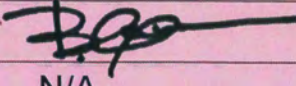
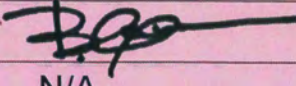
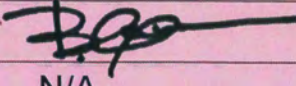
Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 5489

Sponsor(s): Theresa Cass Galvin

Date: March 8, 2021

SUBJECT	Action Requested ☐ Resolution ☒ Ordinance Project/Title: Approval of an Agreement with Missouri Highway and Transportation Commission for funding from the Off-System Bridge Program for Stoenner Road Bridge.										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$0.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0.00</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$0.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> OTHER FINANCIAL INFORMATION: ☒ No budget impact (no fiscal note required) ☐ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$0.00										
Amount previously authorized this fiscal year:	\$0.00										
Total amount authorized after this legislative action:	\$0.00										
Amount budgeted for this item * (including transfers):	\$0.00										
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	Prior ordinances and (date): N/A Prior resolutions and (date): N/A										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Ric Johnson, PE, Senior Project Manager, (816) 881-4499										
REQUEST SUMMARY	The bridge is located approximately 1 mile west of H highway and southwest of Levasy on Stoenner Road. The bridge is eligible for rehabilitation or replacement in the Off-System Bridge Program (BRO). This program provides for 80% funding on eligible costs for the project. The Local Entity is responsible for the 20% match. The Public Works Department intends to use soft match credit for the Local Entity match resulting is a project that will be 100% funded. The Public Works Department has requested funding and received approval from Missouri Highway Department for this project. We request that an ordinance be prepared authorizing the County Executive to enter into an agreement with the Missouri Department of Transportation for the design and construction of the Stoenner Road Bridge.										
CLEARANCE	☐ Tax Clearance Completed (Purchasing & Department) ☐ Business License Verified (Purchasing & Department) ☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)										
COMPLIANCE	☐ MBE Goals ☐ WBE Goals ☐ VBE Goals										
ATTACHMENTS	MoDOT agreement, general location map, and pictures of existing structure										
REVIEW	<table border="1"> <tr> <td>Department Director: Brian D. Gaddie, P.E. </td><td>Date: 3-1-21</td></tr> <tr> <td>Finance (Budget Approval): N/A</td><td>Date:</td></tr> </table>	Department Director: Brian D. Gaddie, P.E. 	Date: 3-1-21	Finance (Budget Approval): N/A	Date:						
Department Director: Brian D. Gaddie, P.E. 	Date: 3-1-21										
Finance (Budget Approval): N/A	Date:										

<i>If applicable</i>		
Division Manager:	<i>Ray M. Ishuto</i>	Date: <i>3/4/21</i>
County Counselor's Office:	<i>Bryan Covinsky</i>	Date: <i>3/4/2021</i>

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☒ This legislative action does not impact the County financially and does not require Finance/Budget approval.



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE authorizing the County Executive to execute an Off-System Bridge Program Agreement with the Missouri Highways and Transportation Commission in connection with the Helmig Road Bridge Replacement Project.

ORDINANCE NO. 5490, March 8, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the Helmig Road Bridge, located approximately one mile south of Lone Jack, Missouri, on Helmig Road in unincorporated Jackson County, is eligible for replacement as part of the Missouri Highways and Transportation Commission's (MHTC) Off-System Bridge Program, which provides for reimbursement of 80 percent of a project's cost, and,

WHEREAS, the attached Off-System Bridge Program Agreement between the County and MHTC sets out the obligations of each entity relating to the design and construction of the bridge; and,

WHEREAS, MHTC has requested that this authorization be adopted by ordinance; and,

WHEREAS, execution of the attached Agreement is in the best interests of the health, safety, and welfare of the citizens of Jackson County; now therefore,

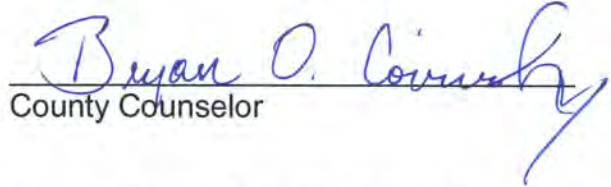
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the County Executive be and hereby is authorized to execute the attached Off-System Bridge Program Agreement with MHTC for the Helmig Road Bridge Replacement Project.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5490 introduced on March 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 5490.

Date

Frank White, Jr., County Executive

CCO Form: FS13
Approved: (DPP)
Revised: 03/17 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: BRO – B048(60)
Award Year: SFY 2021
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
OFF-SYSTEM BRIDGE PROGRAM AGREEMENT**

THIS AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the County of Jackson (hereinafter, "County").

WITNESSETH:

WHEREAS, the Congress of the United States has authorized, in the Fixing America's Surface Transportation Act (FAST), 23 U.S.C. §144, the Secretary of Transportation to grant funds to states for projects for the replacement and rehabilitation of toll-free public bridges which are not part of any Federal-Aid System and which are under the jurisdiction of and maintained by a public authority and are open to public travel; and

WHEREAS, the County desires to replace a certain bridge, more specifically described below, under the Off-System Bridge Program. Said improvement is to be designed and constructed in compliance with the provisions of 23 U.S.C. §144 and applicable federal directives.

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

(1) PURPOSE: The improvement contemplated by this Agreement and designated as Project BRO-B048(60) by the Commission is on South Helming Road in Jackson County. The length of this improvement is 0.14 mile(s). This improvement involves a bridge which has been inventoried by the County or Commission in accordance with 23 U.S.C. §144.

(2) LOCATION: The general location of the improvement is shown on the attachment labeled "Exhibit A" and that attachments incorporated by reference. The location is as follows:

Bridge No. 3290007 on Helmig Road over Sni-A-Bar in Jackson County.

(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 County agrees to repay the Commission for any progress payments made to the County for the project and agrees that the Commission may deduct progress payments made to the County from future payments to the County.

(4) INDEMNIFICATION:

(A) To the extent allowed or imposed by law, the County 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 County's wrongful or negligent performance of its obligations under this Agreement.

(B) The County will require any contractor procured by the County 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 County 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.

(5) MAINTENANCE: Upon completion of this improvement, the County shall accept control and maintenance of the improved road as a part of its road system and at

its own cost and expense. Once construction of this improvement is completed, all obligations of the Commission under this Agreement shall terminate.

(6) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the County, and the County 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 County" is to be substituted. The County 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.

(7) TRAFFIC CONTROL: The plans shall provide for handling traffic with signs, signals, and markings in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

(8) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, County shall acquire any additional necessary right of way required for this 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 that Act.

(9) PERMITS: The County shall secure approval or permits from the Federal Government and the State of Missouri as required to permit the construction and maintenance of the improvements contemplated by this Agreement.

(10) DISADVANTAGED BUSINESS ENTERPRISES (DBE): It is the policy of the U.S. Department of Transportation and the Commission that businesses owned by socially and economically disadvantaged individuals (DBE's), as defined in 49 C.F.R. Part 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds.

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

(A) Civil Rights Statutes: The County 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 County 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 County 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 County 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 County 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 County. These apply to all solicitations either by competitive bidding or negotiation made by the County for work to be performed under a subcontract including procurement of materials or equipment. Each potential subcontractor or supplier shall be notified by the County 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 County 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 County is in the exclusive possession of another who fails or refuses to furnish this information, the County 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 County 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 County complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

(G) Incorporation of Provisions: The County shall include the provisions of paragraph (11) 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 County 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 County becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the County may request the United States to enter into such litigation to protect the interests of the United States.

(12) ACCESS TO RECORDS: The County 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 County receives reimbursement of their final invoice from the Commission.

(13) INSPECTION OF PERFORMANCE: The County shall insure that representatives of the Commission and the FHWA shall have access to the project for the purpose of inspecting and reviewing work performed in connection with this Agreement.

(14) PROGRESS PAYMENTS: The County 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 County shall repay any progress payments which involve ineligible costs.

(15) 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 County has not paid the vendor prior to receiving reimbursement, the County must pay the vendor within two (2) business days of receipt of funds from MoDOT.

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

Any federal funds for project activities shall only be available for reimbursement of eligible costs that have been incurred by County. Any costs incurred by County 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 County 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 County. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

(18) AUDIT REQUIREMENTS: If the County 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 CFR 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 CFR Part 200, if the County expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the County may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

(19) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The County 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.

(20) 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 County and the Commission.

(21) 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.

(22) 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.

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

(24) CONFLICT OF INTEREST: The County 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.

(25) MANDATORY DISCLOSURES: The County 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 County on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

JACKSON COUNTY

Title _____

By _____
Title _____

ATTEST:

Secretary to the Commission
Approved as to Form:

By _____
Title _____

Commission Counsel

By _____
Title _____

ATTEST:

Clerk
Approved as to Form:

Title _____

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

Ordinance No. _____

Exhibit A - Location of Project

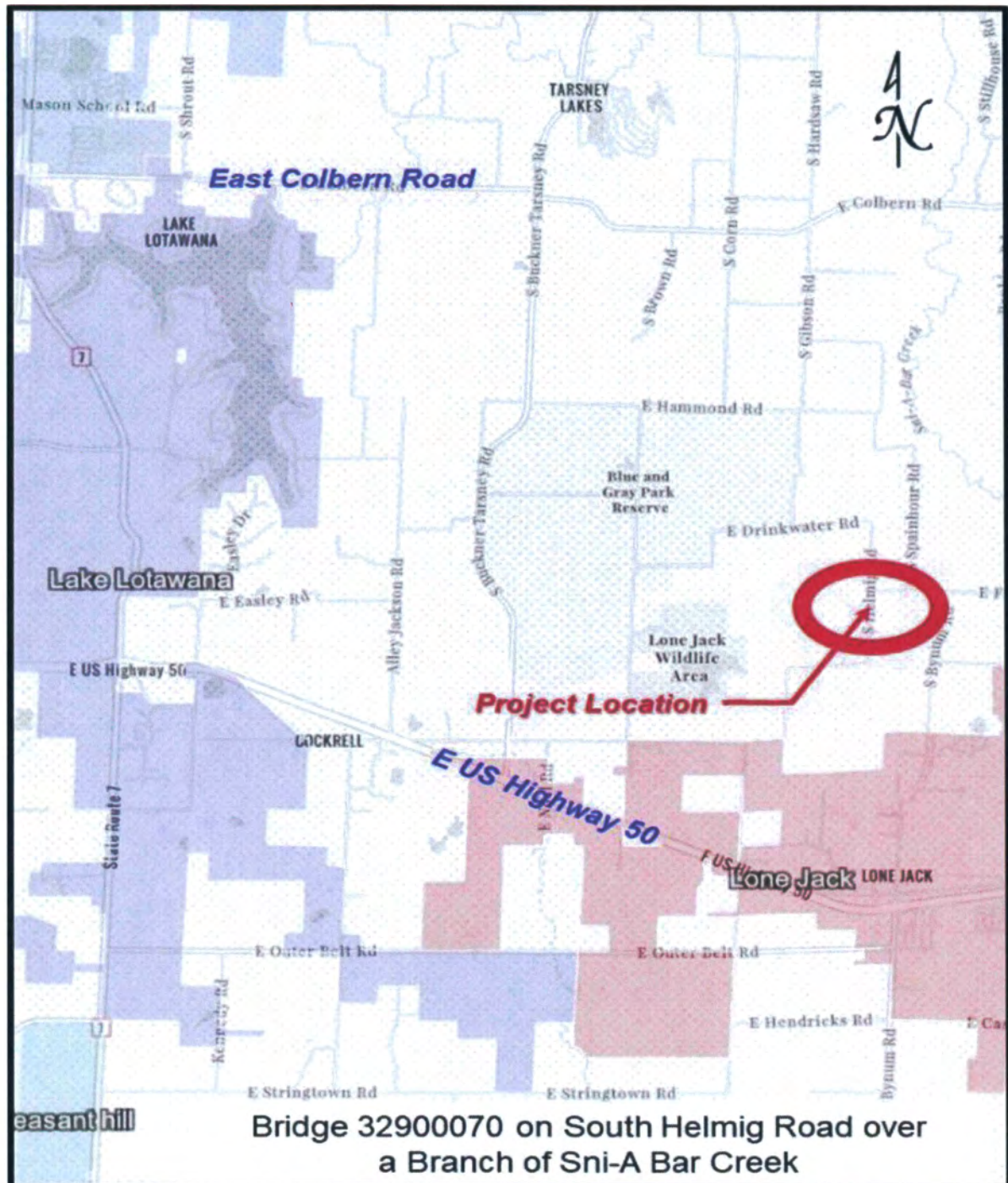


Exhibit B – Project Schedule

Project Description: BRO-B048(60), replace the structure with a more hydraulically efficient configuration to pass the design flow.

Task	Date
Date funding is made available or allocated to recipient	12/8/2020
Solicitation for Professional Engineering Services (advertised)	4/1/2021
Engineering Services Contract Approved	6/1/2021
Preliminary and Right-of-Way Plans Submittal	11/1/2021
Plans, Specifications & Estimate (PS&E) Submittal	5/1/2022
Plans, Specifications & Estimate (PS&E) Approval	9/1/2022
Advertisement for Letting	10/1/2022
Bid Opening	11/1/2022
Construction Contract Award or Planning Study completed (REQUIRED)	12/1/2022

Exhibit C - Required Contract Provisions
Federal-Aid Construction Contracts

DRAFTER'S NOTE: *Print Form 1273 from the following website and attach as Exhibit C <http://www.fhwa.dot.gov/programadmin/contracts/1273.pdf>.*

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

REQUEST FOR LEGISLATIVE ACTION

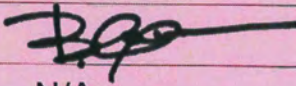
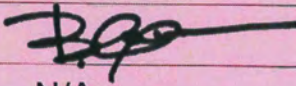
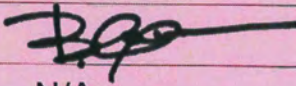
Version 6/10/19

Completed by County Counselor's Office:

~~Rss~~/Ord No.: 5490

Sponsor(s): Theresa Cass Galvin

Date: March 8, 2021

SUBJECT	Action Requested ☐ Resolution ☒ Ordinance Project/Title: Approve an Agreement with Missouri Highway and Transportation Commission for funding from the Off-System Bridge Program for Helmig Road Bridge.										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$0.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$0.00</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$0.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$0.00</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> </table> OTHER FINANCIAL INFORMATION: ☒ No budget impact (no fiscal note required) ☐ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A	Amount authorized by this legislation this fiscal year:	\$0.00	Amount previously authorized this fiscal year:	\$0.00	Total amount authorized after this legislative action:	\$0.00	Amount budgeted for this item * (including transfers):	\$0.00	Source of funding (name of fund) and account code number:	
Amount authorized by this legislation this fiscal year:	\$0.00										
Amount previously authorized this fiscal year:	\$0.00										
Total amount authorized after this legislative action:	\$0.00										
Amount budgeted for this item * (including transfers):	\$0.00										
Source of funding (name of fund) and account code number:											
PRIOR LEGISLATION	Prior ordinances and (date): N/A Prior resolutions and (date): N/A										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Ric Johnson, PE, Senior Project Manager, (816) 881-4499										
REQUEST SUMMARY	The Bridge is located approximately 1 miles north of Lone Jack on Helmig Road. The bridge is eligible for rehabilitation or replacement in the Off-System Bridge Program (BRO). This program provides for 80% funding on eligible costs for the project. The Local Entity is responsible for the 20% match. The Public Works Department intends to use soft match credit for the Local Entity match resulting is a project that will be 100% funded The Public Works Department has requested funding and received approval from Missouri Highway Department for this project. We request that an ordinance be prepared authorizing the County Executive to enter into an agreement with the Missouri Department of Transportation for the design and construction of the Helmig Road Bridge.										
CLEARANCE	☐ Tax Clearance Completed (Purchasing & Department) ☐ Business License Verified (Purchasing & Department) ☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)										
COMPLIANCE	☐ MBE Goals ☐ WBE Goals ☐ VBE Goals										
ATTACHMENTS	MoDOT agreement, general location map, and pictures of existing structure										
REVIEW	<table border="1"> <tr> <td>Department Director: Brian D. Gaddie, P.E.</td><td></td><td>Date: 3-1-21</td></tr> <tr> <td>Finance (Budget Approval):</td><td>N/A</td><td>Date:</td></tr> </table>	Department Director: Brian D. Gaddie, P.E.		Date: 3-1-21	Finance (Budget Approval):	N/A	Date:				
Department Director: Brian D. Gaddie, P.E.		Date: 3-1-21									
Finance (Budget Approval):	N/A	Date:									

If applicable		
Division Manager:	<i>Ray M. Schato</i>	Date: <i>3/4/21</i>
County Counselor's Office:	<i>Bryan Covinsky</i>	Date: <i>3/4/2021</i>

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in _____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☒ This legislative action does not impact the County financially and does not require Finance/Budget approval.

HELMING



IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$3,000,000.00 from the undesignated fund balance of the 2021 CARES Act Fund to support the Jackson County Health Department, allow the continued employment of contact tracers, increase vaccination efforts and availability, and pay other costs necessary in connection with the fight against the ongoing Coronavirus/COVID-19 pandemic.

ORDINANCE NO. 5491, March 8, 2021

INTRODUCED BY Charlie Fanklin, County Legislator

WHEREAS, U.S. President Joseph R. Biden, Jr., Missouri Governor Mike Parson, and County Executive Frank White, Jr., have all declared or affirmed, in one form or another, that the ongoing Coronavirus/COVID-19 pandemic is a public health emergency; and,

WHEREAS, the County, through its various efforts, plays a significant role in the public health of its citizens and employees; and,

WHEREAS, an appropriate response by the County to this emergency will require significant expenditures from the County CARES Act Fund, which consists of monies provided by the U.S. Treasury for this purpose; and,

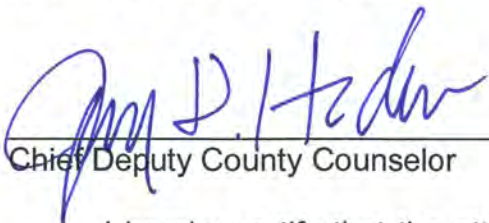
WHEREAS, with the funding provided by this appropriation, the Jackson County Health Department will maintain the continued employment of contact tracers to ensure all cases of COVID-19 are appropriately tracked to minimize any further spread of the virus and continue its vaccination efforts within the County; now therefore,

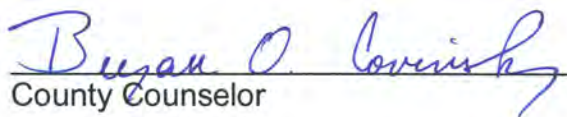
BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
CARES Act Fund 040-9999	32810- Undesignated Fund Balance	\$3,000,000	
Jackson County Health Department 040-2603	56790- Other Contractual Services		\$3,000,000

Effective Date: This ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify that the attached ordinance, Ordinance No. 5491 introduced on March 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

This Ordinance is hereby transmitted to the County Executive for his signature.

Date

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No.5491.

Date

Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 040 9999 32810
ACCOUNT TITLE: CARES Act Fund
Undesignated Fund Balance
NOT TO EXCEED: \$3,000,000.00

3/4/2021
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

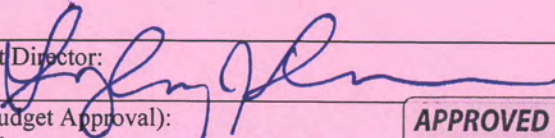
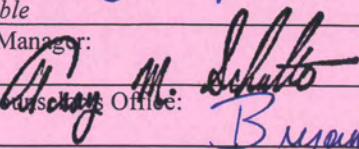
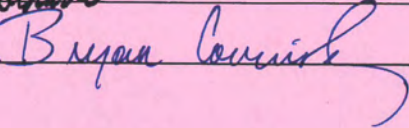
Completed by County Counselor's Office:

Res/Ord No.: 5491

Sponsor(s): Charlie Franklin

Date: March 8, 2021

SUBJECT	Action Requested ☐ Resolution ☒ Ordinance Project/Title: Appropriating \$3,000,000 in CARES Act funding for use by the Jackson County Health Department to fully fund all estimated costs of contact tracing, testing, and vaccination costs necessary to address current and future outbreaks of COVID-19 in Eastern Jackson County.																								
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$3,000,000</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td>\$</td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$3,000,000</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td>\$3,000,000</td></tr> <tr> <td>Source of funding (name of fund) and account code number:</td><td></td></tr> <tr> <td>FROM:</td><td></td></tr> <tr> <td>CARES ACT FUND</td><td>FROM ACCT:</td></tr> <tr> <td>040-9999-32810 CARES Act Fund, Undesignated Fund Balance</td><td>\$3,000,000</td></tr> <tr> <td>TO:</td><td></td></tr> <tr> <td>CARES Act Fund</td><td>TO ACCT:</td></tr> <tr> <td>040-2603-56790 Jackson County Health Department-Other Contractual Services</td><td>\$3,000,000</td></tr> <tr> <td></td><td></td></tr> </table> * If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: ☐ No budget impact (no fiscal note required) ☐ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: Prior Year Budget (if applicable): N/A Prior Year Actual Amount Spent (if applicable): N/A	Amount authorized by this legislation this fiscal year:	\$3,000,000	Amount previously authorized this fiscal year:	\$	Total amount authorized after this legislative action:	\$3,000,000	Amount budgeted for this item * (including transfers):	\$3,000,000	Source of funding (name of fund) and account code number:		FROM:		CARES ACT FUND	FROM ACCT:	040-9999-32810 CARES Act Fund, Undesignated Fund Balance	\$3,000,000	TO:		CARES Act Fund	TO ACCT:	040-2603-56790 Jackson County Health Department-Other Contractual Services	\$3,000,000		
Amount authorized by this legislation this fiscal year:	\$3,000,000																								
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Amount budgeted for this item * (including transfers):	\$3,000,000																								
Source of funding (name of fund) and account code number:																									
FROM:																									
CARES ACT FUND	FROM ACCT:																								
040-9999-32810 CARES Act Fund, Undesignated Fund Balance	\$3,000,000																								
TO:																									
CARES Act Fund	TO ACCT:																								
040-2603-56790 Jackson County Health Department-Other Contractual Services	\$3,000,000																								
PRIOR LEGISLATION	Prior ordinances and (date): #5333 and #5369 Prior resolutions and (date):																								
CONTACT INFORMATION	RLA drafted by Troy Schulte, County Administrator at 881-1079																								
REQUEST SUMMARY	This ordinance appropriates \$3,000,000 in CARES Act funding necessary to continue the COVID-19 operations response for the Jackson County Health Department. A total of \$5,050,000 was appropriated for this purpose in FY 2020 with approximately \$3.65 million spent in FY 2020. This new appropriation will provide the funding to continue operations of the Jackson County Health Department for all costs incurred in FY 2021. These costs include staff costs for daily COVID-19 testing sites, contract tracing operations, as well as an ongoing vaccination effort for Jackson County residents. Expenditures for the Health Department have been averaging approximately \$500,000 per month.																								
CLEARANCE	☐ Tax Clearance Completed (Purchasing & Department) ☐ Business License Verified (Purchasing & Department) N/A ☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)																								

COMPLIANCE	☐ MBE Goals ☐ WBE Goals N/A ☐ VBE Goals		
ATTACHMENTS			
REVIEW	Department Director:		Date: 3/4/2021
	Finance (Budget Approval): If applicable	APPROVED By Mark Lang at 10:36 am, Mar 03, 2021	Date:
	Division Manager:		Date: 3/4/2021
	County Counsel's Office:		Date: 3/4/2021

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance #
- ☒ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:
040-9999-32810	CARES Act Fund, Undesignated Fund Balance	\$3,000,000

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

Funds sufficient for this appropriation are available from the source indicated below.

Ord # 5491

Org Code/Description		Object Code/Description		From	To
040	CARES Act				
9999	-	32810	Undesignated Fund Balance	\$ 3,000,000	\$ -
2603	Jackson County Health Department	56790	Other Contractual Services	-	3,000,000
				\$ 3,000,000	\$ 3,000,000

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Executive to execute an intergovernmental cooperative agreement with the City of Independence for the use of certain County property for a civic event, at no cost to the County.

RESOLUTION NO. 20631, March 8, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, the City of Independence has requested the use of certain County property within the City, more specifically identified as the parking lot located at Kansas and Osage; and,

WHEREAS, the parking lot will be used for the Household Hazardous Waste Collection event scheduled for April 3, 2021; and,

WHEREAS, the Director of Public Works recommends the execution of the attached Intergovernmental Cooperative Agreement with specific contingencies including a certificate of liability insurance and restoration of the parking lot to its original condition (free of debris and in good repair) no later than 7:00 a.m. on the first business day following the event; and,

WHEREAS, such an agreement is in the best interest, health, safety and welfare of the citizens of Jackson County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County

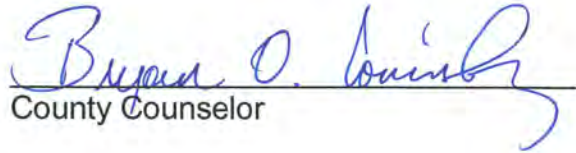
Executive is hereby authorized to execute the attached Intergovernmental Cooperative Agreement with the City of Independence at no cost to the County.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20631 of March 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

**INTERGOVERNMENTAL
COOPERATIVE AGREEMENT**

THIS INTERGOVERNMENTAL COOPERATIVE AGREEMENT ('Agreement") by and between Jackson County Missouri, a Constitutional Home Rule Charter County, hereinafter referred to as "the County," and The City of Independence, a Constitutional Home rule Charter City of the State of Missouri, hereinafter referred to as "the City," is made and entered into this ____ day of ____, 2021.

WITNESSETH:

WHEREAS, the City desires to use the County's parking lot for its Household Hazardous Waste (HHW) collection event; and,

WHEREAS, this event is open to all residents in the unincorporated areas of the County and those residents of the other cities in Jackson County, Missouri, that are listed in the attached Exhibit A; and,

WHEREAS, the parties agree to be bound by the terms and conditions set forth in this Agreement; and,

NOW THEREFORE, in consideration of the forgoing and the terms and provisions herein contained, the County and City respectively promise, covenant and agree with each other as follows;

1. **Services.** City shall be entitled to use the County's parking lot located at Kansas and Osage Streets in Independence, Missouri, for its Household Hazardous Waste Collection event on April 3, 2021. City shall be responsible for returning the premises to the County in the as-good-as condition as it exists before the event. City shall be responsible

for all clean-up and repair as necessitated by its use. Said clean-up and repair shall be completed no later than 7 a.m. on the first business day following the event.

2. **Payment.** The use of the parking lot shall be granted to the City free of charge as the event is of use and benefit to the citizens of Jackson County, Missouri.

3. **Insurance.** City agrees that it or its agent will maintain liability insurance in the amount of at least \$2 million per occurrence at its expense. A certificate of liability insurance shall be issued to the County by an insurance company, licensed to do business in the State of Missouri and acceptable to County. The certificate will provide for sixty (60) days advance notice in the event of termination or cancellation of coverage. City shall provide proof of insurance prior to each event.

4. **Terms.** The term of this Agreement shall commence March 15, 2021, and continue through May 31, 2022.

5. **Default.** If City shall default in the performance or observation of any term or condition herein, the County shall give City ten (10) days' written notice setting forth the default. If said default shall continue for ten (10) days after written notice thereof, the County may at its election terminate the contract. Said election shall not in any way limit the County's right to sue for breach of contract.

6. **Remedies of Breach.** City agrees to faithfully observe and perform all of the term, provisions and requirements of this Agreement, and City's failure to so do shall constitute a breach of this Agreement and in such event, City consents and agrees as follows:

- (1) The County may without prior notice to City immediately terminate this Agreement; and,

(2) The County may seek any available remedy and may collect from City all costs incurred by the County as a result of said breach, including reasonable attorney's fees costs and expenses.

7. **Severability.** If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reason of any rule of law or public policy, all other provisions and conditions of this Agreement shall nevertheless remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

8. **Indemnification.** City shall compensate County for any damage to County property due to any breach of Contract or tortious conducted by City or its agents, its officers, agents, employees, contractors or subcontractors on the County's premises. City shall indemnify, save harmless and defend County from and against any and all liabilities, claims, penalties, forfeitures, suits, and the costs and expenses incident thereto (including costs of defense, settlement and reasonable attorney's fees), which may hereafter incur, become responsible for or pay out, which was caused, in whole or in part, by City's or its agents breach of any term or provision of this Contact, or any negligent act or omissions or willful act of City, its officers, agents, employees, contractors or subcontractors.

9. **Conflict of Interest.** City warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this Agreement.

10. **Incorporation.** This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Intergovernmental Cooperative Agreement as of the date first above written.

JACKSON COUNTY, MISSOURI

CITY OF INDEPENDENCE, MISSOURI

By _____
Frank White, Jr.
County Executive

By _____
City Manager

APPROVED AS TO FORM:

ATTEST:

By _____
Bryan O. Covinsky
County Counselor

Mary Jo Spino
Clerk of the Legislature

EXHIBIT A

Jackson County cities participating in the Household Hazardous Waste Disposal Event:

- Blue Springs
- Grain Valley
- Greenwood
- Independence
- Kansas City, MO
- Lake Lotawana
- Lake Tapawingo
- Lee's summit
- Lone Jack
- Sugar Creek
- Unincorporated Jackson County

REQUEST FOR LEGISLATIVE ACTION

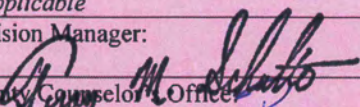
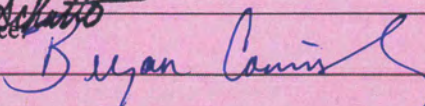
Completed by County Counselor's Office:

Res/Ord No.: 20631

Sponsor(s): Theresa Cass Galvin

Date: March 8, 2021

SUBJECT	Action Requested: ☒ Resolution ☐ Ordinance Project/Title: Jackson County Independence Parking Lot use for the City of Independence Household Hazardous Waste event on April 3rd, 2021.										
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"><tr><td>Amount authorized by this legislation this fiscal year:</td><td>\$0</td></tr><tr><td>Amount previously authorized this fiscal year:</td><td>\$0</td></tr><tr><td>Total amount authorized after this legislative action:</td><td>\$0</td></tr><tr><td>Amount budgeted for this item * (including transfers):</td><td>\$0</td></tr><tr><td>Source of funding (name of fund) and account code number; FROM / TO</td><td>FROM ACCT TO ACCT</td></tr></table> * If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: ☒ No budget impact (no fiscal note required) ☐ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: \$ Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	Amount authorized by this legislation this fiscal year:	\$0	Amount previously authorized this fiscal year:	\$0	Total amount authorized after this legislative action:	\$0	Amount budgeted for this item * (including transfers):	\$0	Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT
Amount authorized by this legislation this fiscal year:	\$0										
Amount previously authorized this fiscal year:	\$0										
Total amount authorized after this legislative action:	\$0										
Amount budgeted for this item * (including transfers):	\$0										
Source of funding (name of fund) and account code number; FROM / TO	FROM ACCT TO ACCT										
PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date): Res. 17341, 8/19/10; 17492, 2/14/11; 17817, 2/27/12; 18101, 2/19/13; 18410, 2/24/14; 18706, 2/18/15; 19403, 3/29/17; 19780, 3/19/18; 20083, 2/11/19;										
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Courtney Henderson, Administrative Supervisor, 881-4418										
REQUEST SUMMARY	The City of Independence Water Pollution Control Department has requested permission to use the Jackson County Independence parking lot at the southeast corner of Kansas and Osage for the use of the annual Household Hazardous Waste Collection event to be held on April 3, 2021. The following stipulations will apply: 1) The County will require a Certificate of Liability Insurance. 2) The City of Independence will be responsible for returning the parking lot to its "as-good-as" condition as it was prior to the event. This will include all cleanup and any repairs needed. 3) The parking lot will be ready for use by the County no later than 7:00 am on Monday, April 5, 2021.										

CLEARANCE	☐ Tax Clearance Completed (Purchasing & Department) ☐ Business License Verified (Purchasing & Department) ☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
ATTACHMENTS	Letter request from Lisa Phelps, Director Water Pollution Control dated February 3, 2021.	
REVIEW	Department Director: Brian Gaddie, PE 	Date: 2.23.21
	Finance (Budget Approval): If applicable N/A	Date:
	Division Manager: 	Date: 2-25-21
	County Counselor/Officer: 	Date: 3/4/2021

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☒ This legislative action does not impact the County financially and does not require Finance/Budget approval.



INDEPENDENCE ★ MUNICIPAL SERVICES ★

February 3, 2021

Jackson County Facilities Management
303 W. Walnut St.
Independence, MO 64050
Attn: Courtney Henderson

The City of Independence will once again be sponsoring a collection for household hazardous wastes this year. The event will be held on Saturday, April 3rd. We are requesting the use of Jackson County's parking lot at Kansas and Osage streets for control and flow of vehicles coming to the event. The actual unloading of vehicles and handling of waste will be on the Independence side of the vacant lot.

Liability insurance coverage certificates will be provided to our environmental contractor and I will send a copy to you as soon as I receive them. In the meantime, I would like to obtain your permission for use of the lot so we can proceed with planning of the event.

Please provide a letter granting permission to use the parking lot for the date of April 3, 2021. Thank you for your cooperation and assistance in the past. If you have any questions, please call Jennifer Kim at 325-7727 or me at 325-7440.

Sincerely,

Lisa Phelps, Director
Municipal Services

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the leasing of golf cars for use by the Parks + Rec Department to M & M Golf Cars of Lee's Summit, MO, at an actual cost to the County in the amount of \$3,500.00.

RESOLUTION NO. 20632, March 8, 2021

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need to lease golf cars for use at the three campgrounds for the spring and summer seasons and for other events as needed; and,

WHEREAS, pursuant to section 1030.5 of the Jackson County Code, the Director of Finance and Purchasing recommends the approval of the attached Special Event Lease Agreement with M & M Golf Cars of Lee's Summit, MO, at an actual cost to the County in the amount of \$3,500.00; and,

WHEREAS, the recommended lease contains an indemnification provision that requires legislative approval; now therefore,

BE IT RESOLVED that the Director of Finance and Purchasing be and is hereby, authorized to execute for the County the attached lease agreement with M & M Golf Cars; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing is authorized to make all payments, including final payment on the lease.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20632 of March 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

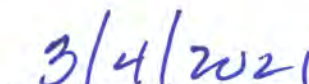
Absent _____

Date

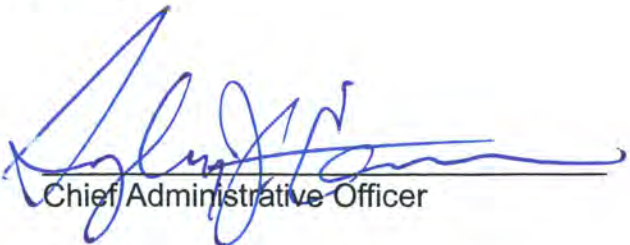
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 300 1652 56790
ACCOUNT TITLE: Park Enterprise Fund
Registration and Permits
Other Contractual Services
NOT TO EXCEED: \$3,500.00



Date



Chief Administrative Officer

Special Event Lease Agreement - 1 Month to Year

Lease agreement between M & M Golf Cars, L.L.C. of Mexico, Lees Summit, O Fallon, Missouri, Bettendorf, Iowa and Andover, Kansas (LESSOR) and Jackson County Parks 22801 Woods Chapel Rd Blue Springs, MO 64015 (LESSEE).

Lessor agrees to furnish golf cars to the above named Lessee on

#Of Cars	Price per Car	#Of Months	Extension
#Of Trucks <u>3</u>	Price per Truck <u>\$175</u>	#Of Months <u>20</u>	Extension <u>\$3500</u>
#Of 4-Pass	Price per 4-Pass	#Of Months	Extension
#Of 6-Pass	Price per 6-Pass	#Of Months	Extension
#Of A.D.A.	Price per ADA	#Of Months	Extension
#Of Amb.	Price per Amb	#Of Months	Extension
#Of Loads	Price per Load	#Of Months	Extension
			Trail Fees
			Sales Tax
			TOTAL <u>\$3500</u>

Lessee agrees to: Lake Jacomo, Longview & BS Lake Campgrounds

In consideration of the rental of the above vehicle to me, I agree to return the said vehicle immediately following the completion of the event in as good condition as I received same, normal wear being expected.

I further agree to pay for any damages that are sustained by the said vehicle while the same is in my possession.

I further agree to pay for any damages to the facilities or grounds caused by my use of said vehicle.

I further agree to hold M & M Golf Cars, L.L.C. harmless and to defend it from any and all claims for damages of any nature, whether to myself or to others that may arise from or through the use of said vehicle.

I represent that I am familiar with the operation and use of said vehicle and that I have read the instructions appearing hereon and the instructions appearing on the vehicle. I further represent that I can operate and control the same in accordance with said instructions.

I further agree that in case of complete rainout, and cars have been delivered to lessee's location, Lessee shall pay to Lessor \$ _____.

I further agree to render Lessor harmless if mechanical failure to our equipment prevents delivery.

I further agree to pay for said vehicle as quoted above when cars are delivered.

I further agree that when I sublet the vehicle, that the party or parties that are subletting are familiar with the operation and use of said vehicle and that they have read the instructions appearing hereon and the instructions appearing on the vehicle. I further represent that they can operate and control the same in accordance with said instructions.

I further agree that all operators of the said vehicle will be of age eighteen or older.

~~Lessee certificate of insurance is required covering liability, property damage and physical damage on vehicle. List M & M Golf Cars, LLC as additional named insured and Loss Payee.~~

All rental vehicles must be returned to designated rental area for pickup at the end of rental period or an additional rental will be charged.

With complete agreement to the above, the following signatures will make this agreement binding of both parties and need not be witnessed.

Lessor M & M Golf Cars, L.L.C. By [Signature] Date 1/28/21

Lessee X By X Date X

Please advise arrival time required _____ AM/PM on _____.

This lease agreement will be voided if one copy is not returned, signed and dated by _____, and a deposit of \$ _____ to hold vehicles in your name, balance due on delivery of cars \$ _____.

county
self
insured



JACKSON COUNTY
Parks + Rec

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

MEMORANDUM

TO: Craig Reich, Purchasing Department
FROM: Dianne Kimzey, Parks + Rec
DATE: February 21, 2021
RE: M&M Golf Cars Agreement

The Parks + Rec Department is requesting approval from the Legislature for the golf cart agreement with M&M Golf Cars.

This agreement will provide a golf cart for all 3 Parks + Rec Campgrounds for use by the attendant during the operating season, beginning April 1, 2021.

If you have any questions, please do not hesitate to contact me.



Frank White, Jr., County Executive

Introduction

Action Items:
['Authorize']

Request

Project/Title:

Authorizing a Special Event Lease Agreement with M&M Golf Cars of Lee's Summit, Missouri for use by the Parks + Rec Department

Request summary:

Parks + Rec Department requires a lease for a six-month rental of golf carts for Lake Jacomo, Longview and Blue Springs Campgrounds from M&M Golf Cars of Lee's Summit, Missouri.

Parks + Rec Department and the Purchasing Department are seeking Legislative approval due to the indemnification language in the Special Event Lease Agreement.

The total of the rental fees will be \$3,500.

Contact Information

Department:
Parks + Rec

Submitted Date:
2/24/2021 12:00 AM

Name:
Dianne L. Kimzey

Email:
DKimzey@jacksongov.org

Title:
Deputy Director of Enterprise Operations

Phone:
816-503-4825

Budget Information

Amount authorized by this legislation this fiscal year:
3500.0

Amount previously authorized this fiscal year:

Total amount authorized after this legislative action:
3500.0

Is it transferring fund?
No

Single Source Funding:

Fund:	Department:	Line Item Account:	Amount:
300 (Park Enterprise Fund)	1652 (Registration and Permits)	56790 (Other Contractual Services)	3,500.00

Prior Legislation

Prior Ordinances

Ordinance:	Ordinance date:
------------	-----------------

Prior Resolution

Resolution:	Resolution date:
20433	May 26, 2020
20116	March 18, 2019
19775	March 19, 2018

Purchasing

Does this RLA include the purchase or lease of supplies, materials, equipment or services?
Yes

Chapter 10 Justification:
Not Applicable

Core 4 Tax Clearance Completed:
Not Applicable

Certificate of Foreign Corporation Received:
Not Applicable

Have all required attachments been included in this RLA?
Yes

Compliance

Not Applicable

The certificate verifies that the vendor has met all County requirements for the following:

- All Jackson County MO taxes are paid to date
- All Jackson County MO Affirmative Action requirements have been met

Minority, Women and Veteran Owned Business Program

Goals Not Applicable for following reason:

['Not Applicable', 'Under \$50000']

Reviewed for Goals:

Other

Prevailing Wage

['Not Applicable']

Fiscal Information

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered.

Completed by County Counselor's Office

Action Requested:
Resolution

Res.Ord No.:

Sponsor(s):

Legislature meeting date:

20632

Tony Miller

3/8/2021 12:00 AM

History

Dianne L. Kimzey at 2/24/2021 7:53:08 PM - [Submitted |]
Department Director: Michele Newman at 2/25/2021 9:20:02 AM - [Approved |]
Finance (Purchasing): Craig A. Reich at 2/25/2021 10:18:31 AM - [Approved |]
Audit: Katie M. Bartle at 2/25/2021 11:03:24 AM - [Returned for more information | It appears that Purchasing forgot to complete their Clearance tab section. KMB 2/25/21]
Submitter: Dianne L. Kimzey at 2/25/2021 11:56:13 AM - [Submitted | Resubmitted]
Department Director: Susan I. Kinnaman at 2/25/2021 2:36:05 PM - [Approved |]
Finance (Purchasing): Craig A. Reich at 2/25/2021 4:04:08 PM - [Approved |]
Audit: Katie M. Bartle at 2/25/2021 4:36:30 PM - [Approved | Approved.]
Finance (Budget): Mark Lang at 2/25/2021 5:53:22 PM - [Approved |]
Executive: Sylvy Stevenson at 2/26/2021 3:37:01 PM - [Approved | Sylvy Stevenson approving in place of Troy Schulte.]

Dianne L. Kimzey at 2/24/2021 7:53:08 PM - [Submitted |]
Department Director: Michele Newman at 2/25/2021 9:20:02 AM - [Approved |]
Finance (Purchasing): Craig A. Reich at 2/25/2021 10:18:31 AM - [Approved |]
Audit: Katie M. Bartle at 2/25/2021 11:03:24 AM - [Returned for more information | It appears that Purchasing forgot to complete their Clearance tab section. KMB 2/25/21]
Submitter: Dianne L. Kimzey at 2/25/2021 11:56:13 AM - [Submitted | Resubmitted]
Department Director: Susan I. Kinnaman at 2/25/2021 2:36:05 PM - [Approved |]
Finance (Purchasing): Craig A. Reich at 2/25/2021 4:04:08 PM - [Approved |]
Audit: Katie M. Bartle at 2/25/2021 4:36:30 PM - [Approved | Approved.]
Finance (Budget): Mark Lang at 2/25/2021 5:53:22 PM - [Approved |]
Executive: Sylvy Stevenson at 2/26/2021 3:37:01 PM - [Approved | Sylvy Stevenson approving in place of Troy Schulte.]Legal: Elizabeth Freeland at 3/2/2021 9:48:34 AM - [Approved |]

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: February 25, 2021

RES # 20632

<u>Org Code/Description</u>	<u>Object Code/Description</u>	<u>Not to Exceed</u>
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300	Park Enterprise Fund	
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1652	Registration and Permits	56790 Other Contractual Services	\$ 3,500
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			\$ 3,500
--	--	--	----------

APPROVED

By Mark Lang at 5:46 pm, Feb 25, 2021

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION transferring \$29,909.00 within the 2021 General Fund and \$45,604.00 with the 2021 Inmate Security Fund to realign funds in accordance with the new chart of accounts, to allow for the purchase by the Department of Corrections of needed security equipment and supplies.

RESOLUTION NO. 20633, March 8, 2021

INTRODUCED BY Theresa Cass Galvin, County Legislator

WHEREAS, a transfer of funds within the 2021 General and Inmate Security Funds is necessary to comply with the new chart of accounts issued by the Finance and Purchasing Department and to meet anticipated capital equipment needs of the Department of Corrections essential to security systems, as well as provide for the purchase of needed supplies; and,

WHEREAS, all purchases with the transferred funds will be made from existing term and supply vendors; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the following transfer be and hereby is made:

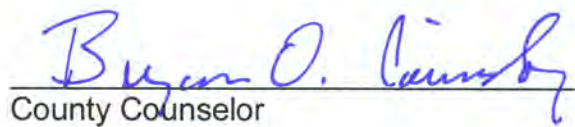
<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
General Fund			
Corrections			
001-2701	56790-		
	Other Contractual Services	\$18,950	
001-2701	58172- Printers	\$10,959	
001-2701	56165- Coffee & Water Services		\$14,710
001-2701	58171-		
	Personal Computers/Accessories		\$10,335

001-2701	58180-		\$ 4,864
	Audio/Video Recording Equipment		
Inmate Security Fund			
Corrections			
036-2701	56790-		
	Other Contractual Services	\$45,604	
036-2701	56130- Freight & Drayage		\$ 524
036-2701	56663- Software As A Service		\$ 6,082
036-2701	58180-		
	Audio/Video Recording Equipment		\$38,998

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20633 of March 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

Funds sufficient for this transfer are available from the sources indicated below.

ACCOUNT NUMBER: 001 2701 56790
ACCOUNT TITLE: General Fund
Corrections
Other Contractual Services
NOT TO EXCEED: \$18,950.00

ACCOUNT NUMBER: 001 2701 58172
ACCOUNT TITLE: General Fund
Corrections
Printers
NOT TO EXCEED: \$10,959.00

ACCOUNT NUMBER: 036 2701 56790
ACCOUNT TITLE: Inmate Security Fund
Corrections
Other Contractual Services
NOT TO EXCEED: \$45,604.00

3/4/2021
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/Ord No.: 20633

Sponsor(s): Theresa Cass Galvin

Date: March 8, 2021

SUBJECT

Action Requested

- ☒ Resolution
☐ Ordinance

Project/Title: Transfer funds within the Jackson County Detention Center 2021 Budget from various accounts to realign funds in accordance with the new chart of accounts. The department needs additional cameras and a server to store the recorded data. We also need recording equipment for our training unit.

BUDGET

INFORMATION
To be completed
By Requesting
Department and
Finance

Amount authorized by this legislation this fiscal year:	\$75,513.00
Amount previously authorized this fiscal year:	
Total amount authorized after this legislative action:	\$75,513.00
Amount budgeted for this item * (including transfers):	\$75,513.00
Source of funding (name of fund) and account code number:	
From:	
036-2701-56790 (Other Contractual Services)	\$45,604.00
001-2701-56790 (Other Contractual Services)	\$18,950.00
001-2701-58172 (Printers)	\$10,959.00
To:	
036-2701-58180 (Audio & Video Recording Equip)	\$38,998.00
036-2701-56130 (Freight & Drayage)	\$524.00
036-2701-56663 (Software as a Service)	\$6,082.00
001-2701-58171 (Personal Computers/ Accessories)	\$10,335.00
001-2701-58180 (Audio & Video Recording Equip)	\$4,864.00
001-2701-56165 (Coffee & Water Service)	\$14,710.00

* If account includes additional funds for other expenses, total budgeted in the account is: \$

OTHER FINANCIAL INFORMATION:

- ☐ No budget impact (no fiscal note required)
☐ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract:
Department: Estimated Use:

Prior Year Budget (if applicable):

Prior Year Actual Amount Spent (if applicable):

PRIOR

Prior ordinances and (date):

LEGISLATION	Prior resolutions and (date):		
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Deloris Wells, Deputy Director of Administration 816-881-4210		
REQUEST SUMMARY	This RLA is requesting a transfer within the 2021 Jackson County Detention Center budget realign funds in accordance with the new chart of accounts.		
CLEARANCE	☐ Tax Clearance Completed (Purchasing & Department) ☐ Business License Verified (Purchasing & Department) ☐ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)		
COMPLIANCE	☐ MBE Goals ☐ WBE Goals ☐ VBE Goals		
ATTACHMENTS	Estimates for all purchases are attached.		
REVIEW	Department Director: <i>[Signature]</i> Finance (Budget Approval): <i>If applicable</i> Division Manager: <i>[Signature]</i> County Counselor's Office: <i>Ben - Coenish</i>		Date: <i>2-1-2021</i> APPROVED By Mark Lang at 9:04 am, Mar 02, 2021 Date: <i>03-01-2021</i> Date: <i>3/4/2021</i>

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☐ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in _____.
- ☒ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☐ Funds sufficient for this appropriation are available from the source indicated below.
- | Account Number: | Account Title: | Amount Not to Exceed: |
|-----------------|----------------|-----------------------|
| | | |
- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

Funds sufficient for this transfer are available from the sources indicated below.

PC# _____

Date: February 24, 2021

RES # 20633

Org Code/Description		Object Code/Description		From	To
001 General Fund					
2701	Corrections	56790	Other Contractual Services	\$ 18,950	\$ -
2701	Corrections	58172	Printers	10,959	
2701	Corrections	56165	Coffee & Water Service	-	14,710
2701	Corrections	58171	Personal Computers/Accessories	-	10,335
2701	Corrections	58180	Audio/Video Recording Equipment	-	4,864
				<u>\$ 29,909</u>	<u>\$ 29,909</u>
036 Inmate Security Fund					
2701	Corrections	56790	Other Contractual Services	\$ 45,604	\$ -
2701	Corrections	56130	Freight & Drayage	-	524
2701	Corrections	56663	Software As A Service	-	6,082
2701	Corrections	58180	Audio/Video Recording Equipment	-	38,998
				<u>\$ 45,604</u>	<u>\$ 45,604</u>

\$ 75,513 \$ 75,513

APPROVED

By Mark Lang at 9:05 am, Mar 02, 2021

Budget Office

RLA Detail

Vendor	Item	Fund	Amount	Account	Account Detail
B&H	Recording Equipment for Training Department	001	\$ 4,239.07	58180	Audio/Video Recording Equipment
SHI	Camcorder-3	001	\$ 623.64	58180	Audio/Video Recording Equipment
SHI	Dell Monitors- 70	001	\$ 9,740.50	58171	Computer, Printer, Accessories
SHI	Memory Card-3	001	\$ 39.72	58171	Computer, Printer, Accessories
SHI	DVD Drive-15	001	\$ 554.70	58171	Computer, Printer, Accessories
Pure Water Oasis	Water Coolers/Water	001	\$ 14,710.00	56165	Coffee & Water Service
Kenton Brothers	Server for new cameras	036	\$ 9,953.41	58180	
Kenton Brothers	Camera Equipment	036	\$ 22,562.00	58180	Audio/Video Recording Equipment
Kenton Brothers	Supplies and Materials for Camera Equipment	036	\$ 1,718.62	58180	Audio/Video Recording Equipment
Cloud City Drones	Drone	036	\$ 4,763.00	58180	Audio/Video Recording Equipment
Kenton Brothers	Licenses	036	\$ 6,081.60	56663	Software as a Service
Kenton Brothers	Freight	036	\$ 404.00	56110	Shipping fees
Kenton Brothers	Freight	036	\$ 119.20	56110	Shipping fees



Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com

Fed Gov: federalsales@bhphoto.com
State and Local: biddept@bhphoto.com

The Professional's Source

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Prices Are Valid Until: 03/11/21

Quote No.: 1072249748

Reference No.: R160901-P

Sold To: Devyn Horsley
Jackson County Sheriff Office
4001 Ne Lakewood Ct
Attn: Accounts Payable
LEES SUMMIT, MO 64064

Bill Phone: (816)881-3267
Work Phone: (816)524-4302 Ext.:72259
Fax Phone: (816)881-3268

Date	Customer Code	Terms	Salesperson	Ship Via	
02/09/21	88338368	N/A	WB	FDX GROUND	
Qty	Ord	Item Description	SKU# MFR#	Item Price	Amount
2		PANASONIC AG-AC30PJ CAMCORDER/REG	PAAGAC30 (AGAC30PJ)	1,145.77	2,291.54
2		MANFROTTO 500 HEAD WITH 190 ALU TRIPOD/REG	MAMVK5001903 (MVK500190X3)	251.10	502.20
2		RODE RODLNK-FM RODELINK WIRELESS KIT/REG	RORODLNKFM (RODLNKFM)	299.25	598.50
2		RODE XLR ADAPTER F/VIDEOMIC - MINI/F-XLR/M/REG	ROVXLR (VXLR)	7.49	14.98
2		RODE TRRS (IPHONE) CABLE f/VIDEOMIC GO/REG	ROSC7 (SC7)	11.25	22.50
2		TETHER HDMI (A) to HDMI (A) (BLACK) 25'/REG	TETPHDAA25 (TPHDAA25)	48.71	97.42
1		GVM 800D-RGB LED STUDIO 3-VIDEO LIGHT KIT/REG	GV800DRGB3L (800DRGB3L)	270.00	270.00
1		PELICAN #1660 CASE w/DIVIDERS (BLACK)/REG	PE1660DB (1660024110)	441.93	441.93
Continued on Next Page ...					



The Professional's Source

Government, Education, and Corporate Department

For Pricing Requests, Purchase Orders, and Customer Service:

Phone: 800-947-8003
212-239-7503

Fax: 800-858-5517
212-239-7759

Email: Education: emailbids@bhphoto.com
Corporate: corporatesales@bhphoto.com
Fed Gov: federalsales@bhphoto.com
State and Local: blddept@bhphoto.com

420 Ninth Avenue, New York City, NY 10001 • www.bhphotovideo.com

Federal ID#: 13-2768071

Quote No.: 1072249748

Date	Customer Code	Terms	Salesperson	Ship Via
	88338368	N/A	Sism	FDX GROUND
Qty Ord	Item Description	SKU# MFR#	Item Price	Amount
PLEASE NOTE: ----- *****UPCOMING SCHEDULE CHANGE ***** We will remain close Friday Feb 26th We will reopen Sunday Feb 28th at 10am ***** **** Please reference your quote number on all PO's **** Certain items may be enforced by vendor to sell at the vendor-imposed price posted at the time of order.				
Payment Type -		- Amount		Sub-Total:
N/A				4,239.07
				Shipping:
				Free STND
				Total:
				4,239.07

BNI_quote

Customer Copy

Page 2 of 2

Pure Water Oasis Inc.

411 E. 23rd. St. S.
Independence, MO 64055

Estimate

Date	Estimate #
2/11/2021	206616

Name / Address
Jackson County Dept. of Corrections 1300 Cherry Street Kansas City, Mo 64106

			Project
Description	Qty	Cost	Total
Distilled Water Delivery- 5 Gallon 45 bottles per week x 10 months	1,800	6.95	12,510.00
Cooler Rent 21 coolers for 10months	210	10.00	2,100.00
Rack Rental 2 racks for 10 months	20	5.00	100.00
Tax Exempt- Has Letter		0.00%	0.00
		Total	\$14,710.00

Customer Signature



Pricing Proposal
Quotation #: 20048795
Created On: 2/10/2021
Valid Until: 3/12/2021

County of Jackson

Michael Ohlson-Dicus

415 E 12th Street
Room G8
Kansas City, MO 64106
United States
Phone: 8168813151
Fax:
Email: mgohlson-dicus@jacksongov.org

Inside Account Manager

Gabriella Jimenez

290 Davidson Ave
Somerset, NJ, 08873
Phone: 800-527-6389 EXT 6520247
Fax:
Email: gabriella_jimenez@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Dell Monitor P2219H - Monitor 21.5 Adjustable stand Dell - Part#: 210-AQBK-1 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Note: Hardware	70	\$139.15	\$9,740.50
			Subtotal
			\$9,740.50
			Total
			\$9,740.50

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Please note: There are items on this quote that are available under contract # CT160910001. These items are marked on the line item level. Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
Quotation #: 20048812
Created On: 2/10/2021
Valid Until: 3/12/2021

Jackson County Sherrif's Office

Seth Helmuth

4001 NE Lakewood Court
Lees Summit, MO 64064
United States
Phone: 816 377 9754
Fax:
Email: sjhelmuth@jacksongov.org

Inside Account Manager

Gabriella Jimenez

290 Davidson Ave
Somerset, NJ, 08873
Phone: 800-527-6389 EXT 6520247
Fax:
Email: gabriella_jimenez@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Dell - Disk drive - DVD RW - USB 2.0 - external - black Dell - Part#: DW316 Contract Name: PC Prime Vendor Services Contract #: CT160910001 Note: 429-AAUQ	15	\$36.98	\$554.70
Subtotal			\$554.70
Total			\$554.70

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Please note: There are items on this quote that are available under contract # CT160910001. These items are marked on the line item level. Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Pricing Proposal
Quotation #: 20048765
Created On: 2/10/2021
Valid Until: 3/12/2021

County of Jackson

Michael Ohlson-Dicus

415 E 12th Street
Room G8
Kansas City, MO 64106
United States
Phone: 8168813151
Fax:
Email: mgohlson-dicus@jacksongov.org

Inside Account Manager

Gabriella Jimenez

290 Davidson Ave
Somerset, NJ, 08873
Phone: 800-527-6389 EXT 6520247
Fax:
Email: gabriella_jimenez@shi.com

All Prices are in US Dollar (USD)

Product	Qty	Your Price	Total
1 Kingston Canvas Go! Plus - Flash memory card (microSDXC to SD adapter included) - 64 GB - A2 / Video Class V30 / UHS-I U3 / Class10 - microSDXC UHS-I Kingston Technology - Part#: SDCG3/64GB Contract Name: PC Prime Vendor Services Contract #: CT160910001 Note: Hardware, In Stock	3	\$13.24	\$39.72
2 Sony Handycam HDR-CX405 - Camcorder - 1080p - 2.51 MP - 30x optical zoom - Carl Zeiss - flash card - black Sony - Part#: HDRCX405/B Contract Name: PC Prime Vendor Services Contract #: CT160910001 Note: Hardware, Out of Stock, ETA 2-3 weeks - NON RETURNABLE	3	\$207.88	\$623.64
Subtotal			\$663.36
Total			\$663.36

Additional Comments

Thank you for choosing SHI International Corp! The pricing offered on this quote proposal is valid through the expiration date listed above. To ensure the best level of service, please provide End User Name, Phone Number, Email Address and applicable Contract Number when submitting a Purchase Order. For any additional information including Hardware, Software and Services Contracts, please contact an SHI Inside Sales Representative at (888) 744-4084. SHI International Corp. is 100% Minority Owned, Woman Owned Business. TAX ID# 22-3009648; DUNS# 61-1429481; CCR# 61-243957G; CAGE 1HTF0

Please note: There are items on this quote that are available under contract # CT160910001. These items are marked on the line item level. Hardware items on this quote may be updated to reflect changes due to industry wide constraints and fluctuations.

The products offered under this proposal are resold in accordance with the terms and conditions of the Contract referenced under that applicable line item.



Proposal: 16550-1-0

Bosch VMS Upgrade and Licenses

Prepared for:

Matthew Lewis

Jackson County Detention Center
1300 Cherry St
Kansas City, MO

P

E mlewis@jacksongov.org

W (816) 308-0319

Proposal Issued:
1/21/2021

Proposal Valid To:
2/20/2021

3401 E. Truman Road | Kansas City, MO 64108
P - 816.842.3700 | F - 816.471.1897
kentonbrothers.com



OUR SERVICES

Kenton Brothers is one of the Midwest's oldest and most trusted security hardware distributors and service providers. We implement state of the art products, professional services and enterprise solutions to meet our customers' leading edge business objectives.

Doors, Frames, and Finish Hardware: Complete solutions for wood, hollow metal, and FRP openings

Master Key & High Security Keying Systems/Locksmith Services: Key control and restricted keying systems

Electronic Access Control/Electronic Hardware:
IP-based & stand alone

Video Surveillance: IP, digital video systems

Telephone Entry/Intercom Systems: Access control with audio-video capabilities

Automatic Door Operators for ADA Access: Integrate ADA compliance with your door hardware

Safes/Safety Deposit Boxes: Burglary/fire resistant units, built-in or free standing

Emergency Call Boxes: For patron/client safety and security

GSA Certified: High Security Locking Devices

Turnstiles: For interior and exterior applications

Service/Maintenance

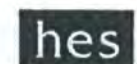
Agreements: Experienced staff to service your equipment and systems

System Management: Providing administrative support and training

Video Analytics: Automatically monitors cameras and alerts for events of interest

Managed Monitoring Services: Designed to improve the speed to value and reduce resource load

Fire/Intrusion Defense: Protecting your most important assets, your people, from fire, weather emergency, and intrusion.



CLIENT INFORMATION

Name: Jackson County Detention Center

Site

Jackson County Detention Center
1300 Cherry St
Kansas City, MO 64106

Billing

Jackson County Detention
Center
1300 Cherry St
Kansas City, MO

Contact

Matthew Lewis
(816) 308-0319
mlewis@jacksongov.org

PROJECT DESCRIPTION

Project Objectives

ALL PRICING PROVIDED PER THE AWARDED BID NUMBER 42-20 RESOLUTION NUMBER 20547.

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide rackmount VMS management server for existing video surveillance system
- Provide additional licensing for 5 workstations on existing video surveillance system

The services and hardware proposed in this document are developed based on the information provided by Jackson County Detention Center. The configuration and technical details set forth in this document are intended to provide Jackson County Detention Center with a solution designed to meet the current and future needs of the company.

Project Scope of Work

Video System Description

KB will provide a rackmount VMS management server for existing Bosch video surveillance system. Additional licensing for 5 workstations will be provided for existing system.

Head End / Server location

- Use existing recording servers, network switches and cabling
- Customer to supply 2u's of server rack at head end, minimum depth 30"
 - Rack space will be taken from existing management server
- Customer to supply 2 outlets of 120v power at head end
 - Outlets will be taken from existing management server
- Provide 2U rackmount server
- Server specifications: single Xeon Silver CPU, 16GB RAM, battery backed RAID controller, RAID 1 array for operating system, Windows 2019 server standard
 - Current server configuration is for system management only, no recording
- ~~Server is expandable up to 120 TB~~
- Video server authentication can be integrated with Active Directory or be stand-alone
- Connect server to existing KVM (keyboard, video, mouse)

Workstations/Video Clients

- Customer to provide additional workstations. Workstation specifications provided upon request. Workstation will be installed on the video network and may not be connected to the internet.
- Customer to supply 1 outlet of 120v power per workstation at workstation locations.
- Customer to supply IP address and network connectivity from workstation to Video server / NVR.
- Install video software client on up to 5 workstations provided by customer. Suggested computer requirements for video software provided upon request. Workstations must be available at time of installation and compatible with video system.

Cabling

- Use existing cabling

Warranty

- Materials are under warranty according to the manufacturer's warranty (minimum 1 year)
- Labor and workmanship is under warranty for 90 days.

Customer Requirements

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide IP addresses needed for this project.
- Provide all usernames and password to complete scope.
- Provide internet security for server / NVR.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.
- Provide all Ethernet ports for system connectivity as needed.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. ~~This included periods of time that KB technicians cannot make noise and/or~~ access needed equipment, doors or wire paths.
- KB will charge the customer additional fees for any down time occurred during the installation if customer requirements are not met.

Project Assumptions

- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- All outdoor lighting is operating as designed.
- All work will be performed with a 6'-8' ladder.
- Lift can be driven on grounds as needed, no landscaping repair is included.
- All work will be performed during normal business hours unless otherwise noted in the scope of work.

Project Exceptions

- No roof penetrations will be provided, unless otherwise specified in scope.
 - 120VAC power will not be provided unless otherwise specified in scope.
 - Power suppression (lighting protection) is not included unless otherwise specified in scope.
 - Permits and permit fees are not included unless otherwise specified in scope.
 - Conduit / raceway is not included unless otherwise specified in scope.
-

PROJECT BUDGET

VMS Upgrade					
QTY	Manufacture	Part #	Description	Unit Price	Ext. Price
5	Bosch	MBV-XWST-FM	Bosch VMS Workstation License	\$485.10	\$2,425.50
1	Kenton Brothers	2URackmountXeonSilver	2U Rackmount Server, Xeon 4208 Processor, No Storage, Windows Server 2019	\$5,521.11	\$5,521.11
Equipment Subtotal					\$7,946.61
Labor Subtotal					\$1,530.00
Supplies & Materials SubTotal					\$476.80
Freight & Warranty					\$119.20
VMS Upgrade SubTotal					\$10,072.61

Investment Summary

Total Equipment	\$7,946.61
Total Labor	1530
Total Supplies & Materials	\$476.80
Total Freight & Warranty	\$119.20
Total Proposal Amount	\$10,072.61

PROJECT INVESTMENT SUMMARY

System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the sum of: **\$10,072.61**, plus applicable taxes.

Payment Terms:

Provide a mobilization fee in the amount of 0% of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

Payment shall be Net 30 of invoice date.

PROJECT ACCEPTANCE

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "Agreement") is made and entered into effective as of January 21, 2021 (the "Effective Date") by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("KB") and the above-identified customer ("Customer"). By signing this Agreement, KB agrees to provide the security equipment, software and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "Schedule" and collectively the "Schedules") and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Accepted By: **Kenton Brothers**
Name: **Garrett Scarlett**

Signature: _____

Title: Commercial Sales

Date: _____

Accepted By: **Jackson County Detention Center**
Name: **Matthew Lewis**

Signature: _____

Title: _____

Date: _____



Proposal: 16550-4-0

Bosch Cam Order with Licenses

Prepared for:

Matthew Lewis

Jackson County Detention Center
1300 Cherry St
Kansas City, MO

P
E mlewis@jacksongov.org
W (816) 308-0319

Proposal Issued:
1/22/2021

Proposal Valid To:
2/21/2021

3401 E. Truman Road | Kansas City, MO 64108
P - 816.842.3700 | F - 816.471.1897
kentonbrothers.com



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Master Key & High Security Keying Systems/Locksmith Services: Key control and restricted keying systems

Electronic Access Control/Electronic Hardware:
IP-based & stand alone

Video Surveillance: IP, digital video systems

Telephone Entry/Intercom Systems: Access control with audio-video capabilities

Automatic Door Operators for ADA Access: Integrate ADA compliance with your door hardware

Safes/Safety Deposit Boxes: Burglary/fire resistant units, built-in or free standing

Emergency Call Boxes: For patron/client safety and security

GSA Certified: High Security Locking Devices

Turnstiles: For interior and exterior applications

Service/Maintenance

Agreements: Experienced staff to service your equipment and systems

System Management: Providing administrative support and training

Video Analytics: Automatically monitors cameras and alerts for events of interest

Managed Monitoring Services: Designed to improve the speed to value and reduce resource load

Fire/Intrusion Defense: Protecting your most important assets, your people, from fire, weather emergency, and intrusion.



CLIENT INFORMATION

Name: Jackson County Detention Center**Site**

Jackson County Detention Center
1300 Cherry St
Kansas City, MO 64106

Billing

Jackson County Detention
Center
1300 Cherry St
Kansas City, MO

Contact

Matthew Lewis
(816) 308-0319
mlewis@jacksongov.org

PROJECT DESCRIPTION

Project Objectives

ALL PRICING PROVIDED PER THE AWARDED BID NUMBER 42-20 RESOLUTION NUMBER 20547.

To ensure a successful implementation and completion of this project, the following objective(s) will be completed by Kenton Brothers Inc.

- Provide replacement cameras and updated licensing for existing Bosch VMS system
- Provide replacement parts for on-site repair

The services and hardware proposed in this document are developed based on the information provided by Jackson County Detention Center. The configuration and technical details set forth in this document are intended to provide Jackson County Detention Center with a solution designed to meet the current and future needs of the company.

Project Scope of Work

Video System Description

KB will provide replacement cameras and updated licensing for existing Bosch VMS system.

Head End / Server location

- Use existing Head End
- Use existing Power over Ethernet (POE) networks switches
- Use existing patch panels
- Customer to provide IP addresses for cameras, servers and network equipment
- Use existing Cat 6 from network switch to cameras

Cameras

- Provide 20 - 2MP Bosch Mini IP Dome Cameras
- Provide 4 - 2MP Bosch Corner Cameras
- Provide 30 - Replacement Corner Camera Covers

Cabling

- Use existing cabling

Warranty

- Materials are under warranty according to the manufacturer's warranty (minimum 1 year)
- Labor and workmanship is under warranty for 90 days.

Software Upgrade Plans (SUP)

- SUPs are included for 1 year. Continued software support is recommended to keep system updated with new features and security patches.

Customer Requirements

The customer will provide items below to allow for a successful project implementation.

- Grant KB consultants and engineers reasonable access to facilities, IT systems, and administrative access rights needed to complete this project.
- Provide adequate workspace for KB personnel.
- Make available all participating customer personnel so as to facilitate timely completion of this project and the knowledge transfer process.
- Execute the timely review and approval of deliverables and project completion documentation in support of the overall project plan and objectives.
- Any security clearances required by customer will be supplied the by customer in a timely manner.
- Any safety or other training required by customer, not otherwise included in scope, will be an additional charge. Customer must notify KB of any specific training time requirements.
- Provide IP addresses needed for this project.
- Provide all usernames and password to complete scope.
- Provide grounded bus bars at switch and exterior camera locations for lighting protection
- Provide internet security for server / NVR.
- Provide network routing and connectivity for cameras, workstations, servers, mobile applications.
- Provide ample space for mounting equipment and hardware as needed.
- Provide all Ethernet ports for system connectivity as needed.
- Kenton Brothers definition of PPE (Personal Protective Equipment) is: hard hat, safety glasses, steel toed boots, ear plugs, lift harness, high visibility vest. Any additional requirements must be communicated prior to quote acceptance.
- Verify that the job site is ready for KB to perform the installation before scheduling the installation.
- Any time that work cannot reasonably be performed must be disclosed before project acceptance. This included periods of time that KB technicians cannot make noise and/or access needed equipment, doors or wire paths.

KB will charge the customer additional fees for any down time occurred during the installation if customer requirements are not met.

Project Assumptions

- Any and all training provided as a part of the project scope is designed to give clients an initial exposure to the systems involved. It is not designed to be a replacement for the comprehensive material offered by the manufacturer's education services.
- All outdoor lighting is operating as designed.
- All work will be performed with a 6'-8' ladder.
- Lift can be driven on grounds as needed, no landscaping repair is included.

- All work will be performed during normal business hours unless otherwise noted in the scope of work.

Project Exceptions

- No roof penetrations will be provided, unless otherwise specified in scope.
 - 120VAC power will not be provided unless otherwise specified in scope.
 - Power suppression (lighting protection) is not included unless otherwise specified in scope.
 - Permits and permit fees are not included unless otherwise specified in scope.
 - Conduit / raceway is not included unless otherwise specified in scope.
-

PROJECT BUDGET

Camera Replacement					
QTY	Manufacture	Part #	Description	Unit Price	Ext.Price
20	Bosch	TELEX NIN-63023-A3S	Mini Dome 2MP Camera C1028980	\$811.13	\$16,222.60
4	Bosch	TELEX NCN-90022-F1	1080P Corner Camera	\$943.60	\$3,774.40
24	Bosch	MBV-XCHAN-FM	Bosch VMS License	\$253.40	\$6,081.60
30	Bosch	NCA-CMT-GF	TELEX NCA-CMT-GF Clear Window for Corner Cam	\$85.50	\$2,565.00
Supplies & Materials:					
QTY	Description				Ext.Price
1	Misc mounting materials, conduit, connectors, etc.				\$1,718.62
Equipment Subtotal				\$28,643.60	
Supplies & Materials SubTotal				\$1,718.62	
Freight & Warranty				\$404.00	
Camera Replacement SubTotal				\$30,766.22	

Investment Summary

Total Equipment	\$28,643.60
Total Supplies & Materials	\$1,718.62
Total Freight & Warranty	\$404.00
Total Proposal Amount	\$30,766.22

PROJECT INVESTMENT SUMMARY

System Investment

Kenton Brothers will provide the proposed system as described in this proposal for the sum of: **\$30,766.22**, plus applicable taxes.

Payment Terms:

Provide a mobilization fee in the amount of **0%** of the installation fee upon formal approval to proceed with the project. Balance to be paid in progress payments as invoiced by Kenton Brothers with payment in full due upon system deployment completion.

Payment shall be Net 30 of invoice date.

PROJECT ACCEPTANCE

Proposal Acceptance:

I have read the **General Terms and Conditions** of the sale, understand them fully, and agree to abide by them. I have also read and understand the payment terms as set forth in the **Schedule of Equipment** as listed.

I hereby certify that I am authorized by my company to sign this agreement. Kenton Brothers is hereby authorized to perform the work as specified.

AGREEMENT

This Master Agreement as incorporated and reflected in the attached "Standard Terms and Conditions" (this "Agreement") is made and entered into effective as of January 22, 2021 (the "Effective Date") by and between **Kenton Brothers Locksmiths, Inc.**, a Missouri corporation ("KB") and the above-identified customer ("Customer"). By signing this Agreement, KB agrees to provide the security equipment, software and/or services identified in the schedule(s) from time to time executed by the parties and attached hereto and/or incorporating this Agreement (each a "Schedule" and collectively the "Schedules") and Customer agrees to acquire the same, upon the terms and conditions of this Agreement and the Schedules.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES

Accepted By: **Kenton Brothers**
Name: **Garrett Scarlett**

Signature: _____

Title: Commercial Sales

Date: _____

Accepted By: **Jackson County Detention Center**
Name: **Matthew Lewis**

Signature: _____

Title: _____

Date: _____

Massachusetts State Police
Forensic and Technology Center

Proposal

for Jackson County Sheriff's Office

Created by:

Chris Williams
Cloud City Drones - New England

Prepared for:

Danny Barnes
Jackson County Sheriff's Office



Cloud City Drones
Company ID: 001001
2465 West Shore Road
Warwick, Rhode Island 02889 United States
New England Enterprise UAS/UAV Dealer
cwilliams@cloudcitydrones.com
+ 401.681.4112

QUOTE

Reference: Q- 502065
Prepared: Feb 09, 2021
Expires: April 10, 2021
Prepared by: Chris Williams

Jackson County Sheriff's Office- Mavic 2 Enterprise Dual

Danny Barnes
Technology Sergeant
Jackson County Sheriff's Office
4001 NE Lakewood Ct.
Lee's Summit, MO 64064
dbarnes@jacksongov.org

Product or Service	SKU		Discount	Price	Line Total
Mavic 2 Enterprise (DUAL) with Smart Controller (SP) Includes Smart Controller and 1 year of DJI Shield Protection	CP.EN.00000164.01	1	\$0.00	\$3,850.00	\$3,850.00
DJI Mavic 2 Enterprise Intelligent Flight Battery	CP.EN.00000069.01	3	\$0.00	\$189.00	\$567.00
DJI Propeller Guards for Mavic 2 Pro/Zoom	CP.MA.00000060.01	1	\$0.00	\$31.00	\$31.00
Colorado Drone Chargers DJI Mavic 2 PRCS Elite Fly all day with our Portable Rapid Charging System (PRCS). Designed to work with generators, inverters, and other "alternative" sources. Charge 4 batteries at the same time,	MAVIC-2-PRCS-ELITE	1	\$0.00	\$315.00	\$315.00
Cloud City Phone Support Free! Cloud City Drones priority white-glove phone support. (3 Month)	CCDPSUP3M	1	-\$345.00	\$345.00	\$0.00
Samsung 128GB 100MB/s (U3) MicroSD EVO Select Memory Card with Adapter Free!	MB-ME128GA/AM	1	-\$32.00	\$32.00	\$0.00
Subtotal					\$4,763.00
Line item discount total					-\$377.00
Balance					\$4,763.00

Accepted by:

"Flying with your feet on the ground"

Terms and Conditions

Enterprise Sales and Services

Credit Cards

We accept all major credit cards including VISA, Mastercard and American Express



Checks

Checks should be made out to:

Cloud City Drones
2465 West Shore Road
Warwick, RI 02889

Wire Transfer

Bank: Citizens Bank, Rhode Island
Account Name: Cloud City Drones, LLC
Routing: 011500120
Account: 2866 483 3
Account Type: Checking



Purchase Orders

Cloud City Drones accepts purchase orders from government agencies, educational institutions such as colleges, universities and private and public schools, utility companies and large businesses on an approval bases.

Terms: NET 15 on shipped items.

New Returns

Cloud City Drones will take back any new item up to 14 days after purchase. Items must be unused and in the original sealed packaging. New items returned 14 days after the date of purchase can be returned for a refund minus 20% restocking fee. No returns are allowed after 30 days. Return shipping costs are to be paid by the purchaser. Any products that are returned damaged and/or defective (except in the case of a DOA return) will be returned to the sender without a refund.

Open Box Returns

Cloud City Drones will take back any new and working item with all the original packaging. There will be a 20% restocking fee. No returns are allowed after 30 days. Return shipping costs are to be paid by the purchaser. Any products that are returned damaged and/or defective (except in the case of a DOA return) will be returned to the sender without a refund.

DJI products that are registered and/or activated can not be returned.

Special Order Items may be subject to a 3% order transaction fee for all processed refunds / canceled orders (except in the case of a DOA product) *



Authorized Dealer

Cloud City Drones
www.cloudcitydrones.com
2465 West Shore Road
Warwick, Rhode Island

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for the furnishing and installation of spectator bleachers for use by the Parks + Rec Department at the Frank White, Jr., Softball Complex to Heartland Seating of Shawnee, KS, under the terms and conditions of Invitation to Bid No. 6-21, at an actual cost to the County in the amount of \$59,138.00.

RESOLUTION NO. 20634, March 8, 2021

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, the Parks + Rec Department has a need to replace the spectator bleachers at the Frank White, Jr., Softball Complex; and,

WHEREAS, the Director of Finance and Purchasing has solicited formal written bids on Bid No. 6-21 for the furnishing and installation of the needed bleachers; and,

WHEREAS, a total of nineteen notifications were distributed and one response was received, as follows:

VENDOR

BID

Heartland Seating
Shawnee, KS

\$59,138.00

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Director of Finance and Purchasing recommends the award of the contract for furnishing and installation of bleacher seating to Heartland Seating of Shawnee, KS, for the reason that it has submitted the lowest and best bid; now therefore,

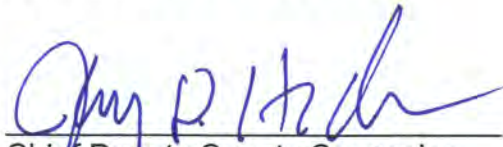
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be

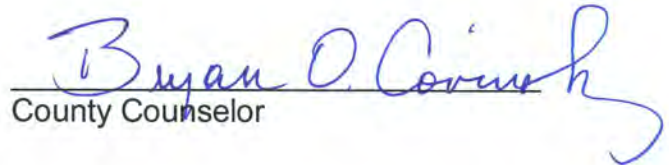
made as recommended by the Director of Finance and Purchasing, and that the Director be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20634 of March 8, 2021 was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

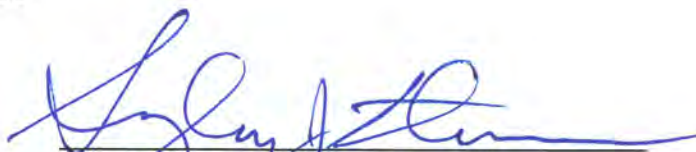
Date

Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 003 1608 58060
ACCOUNT TITLE: Park Fund
Construction Services
Other Improvements
NOT TO EXCEED: \$59,138.00

3/4/2021
Date


Chief Administrative Officer

REQUEST FOR LEGISLATIVE ACTION

Version 6/10/19

Completed by County Counselor's Office:

Res/~~Ord~~ No.: 20634

Sponsor(s): Tony Miller

Date: March 8, 2021

SUBJECT	Action Requested ☒ Resolution ☐ Ordinance Project/Title: <u>Awarding a Contract for the purchase and installation of Bleachers for the Frank White Jr. Softball Complex to Heartland Seating of Shawnee, KS under the terms and conditions of Request for Proposal No. 6-21.</u>																				
BUDGET INFORMATION <i>To be completed By Requesting Department and Finance</i>	<table border="1"> <tr> <td>Amount authorized by this legislation this fiscal year:</td><td>\$59,138.00</td></tr> <tr> <td>Amount previously authorized this fiscal year:</td><td></td></tr> <tr> <td>Total amount authorized after this legislative action:</td><td>\$59,138.00</td></tr> <tr> <td>Amount budgeted for this item * (including transfers):</td><td></td></tr> <tr> <td>Source of funding (name of fund) and account code number: 003-1608-58060 Parks Fund, Capital Projects, Other Improvements</td><td>\$59,138.00</td></tr> </table> * If account includes additional funds for other expenses, total budgeted in the account is: \$ OTHER FINANCIAL INFORMATION: ☐ No budget impact (no fiscal note required) ☐ Term and Supply Contract (funds approved in the annual budget); estimated value and use of contract: Department: Estimated Use: Prior Year Budget (if applicable): Prior Year Actual Amount Spent (if applicable):	Amount authorized by this legislation this fiscal year:	\$59,138.00	Amount previously authorized this fiscal year:		Total amount authorized after this legislative action:	\$59,138.00	Amount budgeted for this item * (including transfers):		Source of funding (name of fund) and account code number: 003-1608-58060 Parks Fund, Capital Projects, Other Improvements	\$59,138.00										
Amount authorized by this legislation this fiscal year:	\$59,138.00																				
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PRIOR LEGISLATION	Prior ordinances and (date): Prior resolutions and (date):																				
CONTACT INFORMATION	RLA drafted by (name, title, & phone): Katelyn Edgar, Buyer, 816-881-3292																				
REQUEST SUMMARY	Parks + Rec requires the purchase and installation of Bleachers for the Frank White Jr. Softball Complex. The Purchasing Department issued Request for Proposal No. 6-21 in response to those requirements. A total of nineteen notifications were distributed and one response was received and evaluated as follows: <table border="1"> <thead> <tr> <th>Project Description</th><th>Heartland Seating of Shawnee, KS</th></tr> </thead> <tbody> <tr> <td>(10) 5 Row 21'-0" Bleachers</td><td>\$43,338.00</td></tr> <tr> <td>Receipt of Delivery and Inventory of Materials</td><td>\$1,000.00</td></tr> <tr> <td>Installation and Delivery to site</td><td>\$14,800.00</td></tr> <tr> <td>Total Bid Submission</td><td>\$59,138.00</td></tr> </tbody> </table> Evaluation Points were based on the following: <table border="1"> <tbody> <tr> <td>Responsiveness to Request for Proposal (10 maximum points)</td><td>10</td></tr> <tr> <td>Respondent's Experience and Qualifications (35 maximum points)</td><td>35</td></tr> <tr> <td>Respondent's References (25 maximum points)</td><td>25</td></tr> <tr> <td>Pricing (30 maximum points)</td><td>30</td></tr> <tr> <td>Total (100 maximum points)</td><td>100</td></tr> </tbody> </table> Pursuant to Section 1054.6 of the Jackson County Code, Parks + Rec and the Purchasing Department recommends the award of a Contract for the Purchase and Installation of Bleachers for the Frank White Jr. Softball Complex to Heartland Seating of Shawnee, KS as the best proposal received in response to Request for Proposal No. 6-21.	Project Description	Heartland Seating of Shawnee, KS	(10) 5 Row 21'-0" Bleachers	\$43,338.00	Receipt of Delivery and Inventory of Materials	\$1,000.00	Installation and Delivery to site	\$14,800.00	Total Bid Submission	\$59,138.00	Responsiveness to Request for Proposal (10 maximum points)	10	Respondent's Experience and Qualifications (35 maximum points)	35	Respondent's References (25 maximum points)	25	Pricing (30 maximum points)	30	Total (100 maximum points)	100
Project Description	Heartland Seating of Shawnee, KS																				
(10) 5 Row 21'-0" Bleachers	\$43,338.00																				
Receipt of Delivery and Inventory of Materials	\$1,000.00																				
Installation and Delivery to site	\$14,800.00																				
Total Bid Submission	\$59,138.00																				
Responsiveness to Request for Proposal (10 maximum points)	10																				
Respondent's Experience and Qualifications (35 maximum points)	35																				
Respondent's References (25 maximum points)	25																				
Pricing (30 maximum points)	30																				
Total (100 maximum points)	100																				

CLEARANCE	☐ Tax Clearance Completed (Purchasing & Department) ☐ Business License Verified (Purchasing & Department) ☒ Chapter 6 Compliance - Affirmative Action/Prevailing Wage (County Auditor's Office)	
COMPLIANCE	☒ MBE Goals 0% ☒ WBE Goals 11.7% ☒ VBE Goals 0% Contractor's Utilization Plan has been accepted by Compliance Review Office; Goals are being met as stated.	
ATTACHMENTS	Abstract of Bids received, Recommendation Memo from Tina Spallo, Recreation Superintendent Parks + Rec Department, Evaluation Scoring Sheet, Pricing comparison and the pertinent pages of Heartland Seating's proposal.	
REVIEW	Department Director: <i>Michele Newman</i> Finance (Budget Approval): <i>[Signature]</i> Division Manager: <i>[Signature]</i> County Counselor's Office: <i>Bryan Bernick</i>	Date: 2/26/2021 Date: Date: 3/4/21 Date: 3/4/2021

Fiscal Information (to be verified by Budget Office in Finance Department)

- ☒ This expenditure was included in the annual budget.
- ☐ Funds for this were encumbered from the _____ Fund in ____.
- ☐ There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.
- ☐ Funds sufficient for this expenditure will be/were appropriated by Ordinance # _____
- ☐ Funds sufficient for this appropriation are available from the source indicated below.

Account Number:	Account Title:	Amount Not to Exceed:

- ☐ This award is made on a need basis and does not obligate Jackson County to pay any specific amount. The availability of funds for specific purchases will, of necessity, be determined as each using agency places its order.
- ☐ This legislative action does not impact the County financially and does not require Finance/Budget approval.

Fiscal Note:

This expenditure was included in the Annual Budget.

PC# _____

Date: March 2, 2021

RES # 20634

Org Code/Description	Object Code/Description	Not to Exceed
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003 Park Fund

1608 Construction Services	58060 Other Improvements	\$ 59,138
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		\$ 59,138
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APPROVED

By Mark Lang at 9:16 am, Mar 02, 2021

Budget Office

ABSTRACT OF BIDS

FEB 23 PM2:08

[illegible]

**CERTIFICATION OF BID OPENING
BIDS WERE PUBLICLY
OPENED AND RECORDED**

ON: February 23 2021, BY

Jodi D. Rowland
CLERK OF THE LEGISLATURE

Katelyn Edgner
PURCHASING



JACKSON COUNTY Parks + Rec

22807 Woods Chapel Road
Blue Springs, Missouri 64015
MakeYourDayHere.com

Michele Newman, Director
(816) 503-4800
Fax: (816) 795-1234

To: Katelyn Edgar, Senior Buyer Purchasing Department

From: Tina Spallo, Recreation Superintendent Parks + Rec Department

Date: February 24, 2021

RE: Recommendation - Request for Proposal 6-21 Bleachers

Parks + Rec recommends award of the proposal for the purchase of bleachers for the Frank White Jr. Softball Complex to the only bidder, Heartland Seating of Shawnee, KS.

Funding for this project in the amount of \$59,138.00 has been included in the 2021 Parks + Rec Budget, 003-1608-58060

Thank you for your assistance, and please do not hesitate to contact us if you should have any questions regarding this recommendation.



Frank White, Jr., County Executive



RFP Number: 6-21

RFP Name: Bleachers

Dept. Name: Parks + Rec

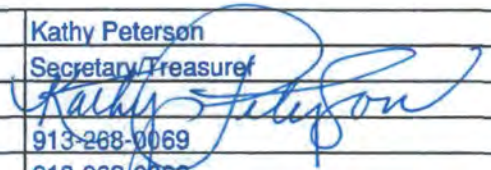
Respondents

Evaluation Criteria: Heartland Seating	Maximum Points	Panelist 1	Panelist 2	Panelist 3
Responsiveness to Request for Proposal	10	10	10	10
Respondent's Experience and Qualifications	35	35	35	35
Respondent's References	25	25	25	25
Pricing	30	30	30	30
Total	100	100	100	100

9.0 QUOTATION

Project	Respondent's Quote
(10) 5 Row 21' - 0" Bleachers	\$ 43,338.00
Receipt of Delivery and Inventory of Materials	\$ 1,000.00
Installation and Delivery to site	\$ 14,800.00
Total Bid Submission	\$ 59,138.00

The Undersigned Respondent hereby proposes to provide all labor, materials and all other services need for the furnishing of spectator bleachers at the Frank White, Jr. Softball Complex. By Signature below Respondent states he/she is authorized to submit this proposal to Jackson County, Missouri.

Respondent's Name	Kathy Peterson
Title	Secretary/Treasurer
Signature	
Phone Number	913-268-0069
Fax Number	913-962-0803
Cell Number	913-558-5811 (Brad Peterson cell)
Email Address	sales@heartlandseating.com
Company's Name	Heartland Seating Inc.
Web Address	www.heartlandseating.com



REQUEST FOR PROPOSAL NO. 6-21

11222 Johnson Drive, Shawnee, KS 66203
Phone: (913)268-0069 Fax: (913) 962-0803
sales@heartlandseating.com

February 22, 2021

From: Brad Peterson

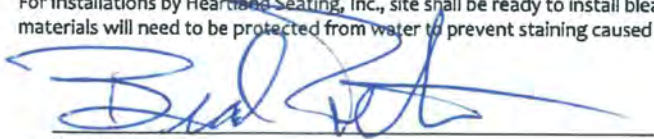
RE: Frank White Jr. Baseball Complex Bleachers
Request for Proposal No. 6-21

Heartland Seating, Inc. is pleased to provide you with the following quote for the above project.

By: AMERICAN ALUMINUM		
	DESCRIPTION	PRICE
	TEN (10) ALUMINUM NON-ELEVATED WELDED ANGLE FRAME BLEACHERS – 5 ROWS X 21'-0" • 8" RISE AND 24" SPAN • 2X10 ANODIZED SEATS AND DOUBLE MILL FINISH FOOTBOARDS • 1X6 MILL FINISH RISERS ROWS 2-4 AND 2X10 MILL FINISH RISER LAST ROW ONLY • ONE (1) 4'-0" VERTICAL AISLE WITH CENTER HANDRAILS • GUARDRAIL SYSTEM CONSISTS OF RAILS AND CHAIN LINK FENCE ON BACK AND SIDES • THERE ARE NO PROVISIONS FOR HANDICAP ACCESSIBILITY (PER OWNER REQUEST) • ANCHORAGE TO EXISTING FLAT AND LEVEL CONCRETE PAD MATERIALS DELIVERED ONLY - OWNER TO INSTALL ADD FOR HEARTLAND TO TAKE RECEIPT OF DELIVERY AND INVENTORY MATERIALS ADD FOR HEARTLAND TO INSTALL TOTAL	\$43,338 +\$1,000 <u>+\$14,800</u> \$59,138
	ALTERNATE FOR QUICKER SHIPPING: OUTDOOR ALUMINUM IN LIEU OF AMERICAN ALUMINUM CAN SHIP IN 4 TO 6 WEEKS AFTER RECEIPT OF APPROVALS RATHER THAN 8 TO 10 WEEKS:	+ \$2,292
	INSTALLATION: Installers will provide cleanup of debris to a central location for removal by others.	
NOTES	• Unless otherwise stated above, this quote does NOT include engineered drawings. If engineered drawings are required, this will increase the lead time and there will be additional costs. • Bleacher is designed per manufacturer's standard interpretation of the ICC 300 of the IBC 2018 building code. Any additional local or state requirements may result in additional charges, all to be borne by the owner. Bleachers are designed to rest on a firm, flat & level surface. • Delivery varies from 8 to 10 weeks upon receipt of order and approvals. Drawings submitted with bid.	
TERMS	• NET 30 DAYS, INVOICED AT ARRIVAL. 1.5% PER MONTH TO BE CHARGED ON PAST DUE AMOUNTS.	
TO ORDER SEND THIS SIGNED QUOTE, PURCHASE ORDER AND APPLICABLE TAX EXEMPTION DOCUMENTATION PAYABLE TO HEARTLAND SEATING, INC. 11222 JOHNSON DRIVE, SHAWNEE, KS 66203		

Prices are good for 21 days and do not include applicable taxes, prevailing or union wages, licenses, bonds, permit fees, including state approval fees, or dumpster. Unless specifically included above, price does not include removal, demolition, site work, concrete, inspections, consequential or liquidated damages. If you wish to have additional items included, please call for a revised quote.

For installations by Heartland Seating, Inc., site shall be ready to install bleachers upon receipt to avoid extra handling or storage charges. Mill finish materials will need to be protected from water to prevent staining caused by accelerated oxidation. If stained, stains will naturally go away with time.


Brad Peterson

Acceptance by: _____

Date: _____

Title: _____

PO #: _____

Delivery Address: _____

PO Total \$ _____

Heartland Seating, Inc. is an Equal Opportunity Employer – OSHA 10 Certified – Employment Eligibility Verification Participant

A CONTRACT for the purchase of Bleachers for Frank White Jr. Softball Complex for use by the Parks + Rec Department.

A Contract between Jackson County Missouri ("County") and the undersigned ("Contractor"), collectively referred to as the "parties". The term "offer" as used herein refers to Contractor's offer made in response to this Bid Number. The parties agree as follows in consideration of the mutual covenants contained herein.

This Contract shall be binding when it is signed by the County's Purchasing Officer and/or Accounting Officer as required by SEC. 50.660 RSMo., and shall run from such date until all parties are satisfied unless it is sooner terminated as provided elsewhere herein

This Contract consists of: (1) This Contract; (2) Contractor's proposal, including those papers which Contractor submitted with or expressly incorporated in its offer as a part thereof, to the extent the terms of such papers were expressly or impliedly accepted by the County, or were modified in writing with the express or implied consent of the parties; (3) The County's Request for Proposal No. 6-21. In the event of a conflict among the terms of any of these documents, the terms of the document listed first in the order above shall prevail. These documents represent the entire agreement between the parties in regard to this RFP. This Contract represents the entire agreement between the parties in regard to this Bid Number. All modifications to this Contract must be in writing signed by the County's Purchasing Officer.

The laws of the State of Missouri and Jackson County, Missouri govern this Contract. This Contract shall be binding upon and to the benefit of the successor and assignees of the parties. The Contractor shall not assign this Contract or any monies payable hereunder without the prior written consent of the County. Contractor is an independent contractor of the County and shall indemnify the County for loss, damage or liability which the County incurs to the extent that such results proximately from the negligence or violation of Contractor or its employees, agents or subcontractors.

In regard to any goods which are included in the sale hereunder, Contractor makes to the County the warranties provided in Article Two of the Uniform Commercial Code of the State of Missouri to the extent that they apply by the terms thereof.

The County gives each of its employees an employee identification card having thereon a photograph of the employee. The County will not pay for any goods and/or services delivered by Contractor to any persons who did not present to Contractor at the time of delivery their County Identification Cards and who were not in fact authorized to receive delivery.

The County will pay to Contractor the applicable pricing quoted by Contractor in its offer for any goods and/or services whose purchase was ordered by the County's Purchasing Officer in consequence of the County's acceptance of Contractor's offer. The County will make good faith effort to make payment within thirty (30) days after the latest of: (1) the date of proper delivery to the County; (2) the date of acceptance by the County; (3) the date when the receiving department has received from the Contractor a correct and complete invoice showing the pertinent County Purchase Order Number(s). Payment may be withheld by the County to protect itself from actual or potential loss which has resulted or may result from the Contractor's non-performance of any of its duties required hereunder.

Contractor warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

If the County awarded this Contract, would the Contractor sell under the prices and terms of this Contract to any Municipal, County, Public Utility, Hospital, or Educational Institution having membership in the Mid-America Council of Public Purchasing and located within the greater Kansas City Metropolitan Trade Area? (All deliveries are to be F.O.B. Destination and there shall be no obligation on the part of any member of such Council to utilize this Contract).

(Check one) Yes ☐ No ☒ Initials KJP Minimum order, if applicable \$ NA

ALL PAGES OF THIS REQUEST FOR PROPOSAL ARE EXPRESSLY MADE A PART OF THIS CONTRACT. The format of this Contract has been approved by the County Counselor's Office. Signature of vendor as indicated below MUST BE COMPLETED before contract can be awarded:

CONTRACTOR'S NAME: Heartland Seating Inc. PHONE NO: 913-268-0069

ADDRESS: 11222 Johnson Drive, Shawnee KS 66203 FAX NO: 913-962-0803

NAME OF AUTHORIZED AGENT (print or type): Kathy Peterson DATE: February 25, 2021

SIGNATURE OF AUTHORIZED AGENT: Kathy Peterson TITLE: Secretary/Treasurer

EMAIL ADDRESS OF AUTHORIZED AGENT: kathy@heartlandseating.com

FEDERAL ID NO: 27-0942027 and/or SOCIAL SECURITY NO: _____

SPECIFY: MINORITY OWNED (MBE): _____ WOMAN OWNED (WBE): _____ (Check If Applicable)

JACKSON COUNTY MISSOURI BY BOB CRUTSINGER, DIRECTOR OF FINANCE AND PURCHASING

SIGNATURE OF BOB CRUTSINGER: _____ DATE: _____

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Counselor to execute a Legal Services Agreement with Colette Holt & Associates of San Antonio, TX, for research and review of the County's ordinances governing minority and women-owned business enterprise participation in County contracts and purchasing policies, at a cost to the County not to exceed \$50,000.00.

RESOLUTION NO. 20635, March 8, 2021

INTRODUCED BY Ronald E. Finley, County Legislator

WHEREAS, it is appropriate that a nationally-recognized expert be retained to review the County's minority and women-owned business enterprise (MBE/WBE) contracting and purchasing ordinances and review County MBE/WBE solicitation practices, and assist with the development of a customer survey regarding purchasing practices, and;

WHEREAS, Colette Holt & Associates of San Antonio, TX, is a firm nationally recognized as experts in this area of law and is determined to be an appropriate legal advisor to the County for these services, at a cost to the County not to exceed \$50,000.00; and,

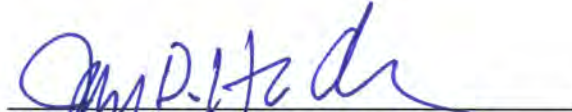
WHEREAS, Ms. Holt drafted the County's current MBE/WBE contracting ordinance in 2017 and conducted the City of Kansas City's recent contracting diversity study, which the County relied upon in the adoption of its ordinance; now therefore,

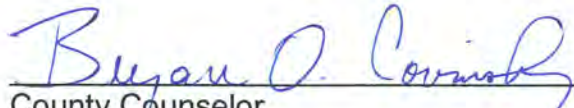
BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Counselor be and hereby is authorized to execute the attached Legal Services Agreement with Colette Holt and Associates of San Antonio, TX, at a cost to the County not to exceed \$50,000.00; and,

BE IT FURTHER RESOLVED that the Director of the Department of Finance and Purchasing be and hereby is authorized to make all payments, including final payment on the Agreement.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20635 of March 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 001 1101 56020
ACCOUNT TITLE: General Fund
County Counselor
Legal Services
NOT TO EXCEED: \$50,000.00

3/4/2021
Date


Chief Administrative Officer

LEGAL SERVICES AGREEMENT

THIS AGREEMENT, made and entered into on this ____ day of _____, 2021, by and between **JACKSON COUNTY, MISSOURI**, hereinafter called "the County" and **COLETTE HOLT & ASSOCIATES**, 16 Carriage Hills, San Antonio, Texas, 78257, hereinafter called "Legal Counsel."

W I T N E S S E T H:

WHEREAS, Legal Counsel has agreed to provide specialized legal advice to the County in accordance with the terms, conditions, and covenants as set forth in this Agreement; and,

WHEREAS, Legal Counsel and the County have agreed to be bound by the provisions hereof,

NOW THEREFORE, in consideration of the foregoing and the terms and provisions herein contained, County and Legal Counsel respectively promise, covenant and agree with each other as follows:

1. Legal Counsel shall provide specialized legal advice to the County related to the review of the County's Minority- and Woman-owned Business Enterprise Program ordinance and related matters, as is more specifically set out in the scope of work dated February 12, 2021, attached hereto as Exhibit A.

2. Legal Counsel shall work as an independent contractor and not as an employee of the County. Legal Counsel shall be subject to the direction of the County only as to the result to be accomplished and not as to the means and methods for accomplishing the result. Legal Counsel shall report all earnings received hereunder

as gross income, and be responsible for its own Federal, State, and City withholding taxes and all other taxes, and operate its business independent of the business of the County except as required by this Agreement.

3. The County shall pay Legal Counsel, for services rendered under this Agreement at the rate of \$425.00 per hour in a total amount not to exceed \$50,000.00. Legal Counsel shall bill County monthly for its services, and County shall pay Legal Counsel promptly upon receipt of Legal Counsel's statement.

4. Legal Counsel shall also be entitled to the reimbursement of its reasonable and necessary expenses incurred in the course of its performance of services under this Agreement, provided that the total amount payable hereunder for professional fees and expenses shall not exceed \$50,000.00.

5. This Agreement shall be effective March 15, 2021, and continue until December 31, 2021, unless sooner terminated. Legal Counsel or the County may terminate this Agreement by giving five (5) days' written notice to the other party, except as otherwise provided in Paragraph 6 of this Agreement. Termination of this Agreement shall not constitute a waiver of the rights or obligations which County or Legal Counsel may be entitled to receive or be obligated to perform under this Agreement. Should this Agreement terminate, all books, brochures, fliers, lists, and all other County materials must be delivered and returned by the Legal Counsel to the County within three (3) days of the demand of the County.

6. Legal Counsel promises, covenants, and agrees, in addition to all other provisions contained herein that during the term of this Agreement, and for a period of

six (6) months thereafter, Legal Counsel shall not do either of the following :

- (a) assign any portion or the whole of this contract without the prior written consent of the County;
- (b) utilize the form or substance of any Agreement or documents of every description used in any and all business operations of the County.

In the event Legal Counsel breaches this provision the County shall be entitled to collect any and all profits, gains, benefits and properties of every description received by Legal Counsel as a result of said breach. Further, the County shall be entitled to collect any and all profits, gains, benefits, and properties of every description received by Legal Counsel as a result of said breach; and,

7. Legal Counsel promises, covenants, and agrees to faithfully observe and perform all of the terms, provisions and requirements of this Agreement and Legal Counsel's failure to so observe and perform in accordance with said terms, provisions, and requirements of this Agreement shall represent and constitute a breach of this Agreement and in such event, Legal Counsel consents and agrees as follows:

- (a) The County may without prior notice to Legal Counsel immediately terminate this Agreement; and,
- (b) In addition to the foregoing, the County shall be entitled to petition and receive from any Court a temporary and/or permanent injunction against Legal Counsel; and,
- (c) In addition to all of the foregoing, the County shall be entitled to collect from Legal Counsel all costs incurred by the County as a result of said breach

including reasonable attorney's fees, reasonable accountant's fees, investigation expenses, court costs and sheriffs mileage and service fees without limitation by enumeration .

8. Pursuant to §285.530.1, RSMo, Legal Counsel assures that it does not knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri and/or Jackson County, and shall affirm, by sworn affidavit and provision of documentation , its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Further, Legal Counsel shall sign an affidavit, attached hereto and incorporated herein as Exhibit B, affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

9. If any covenant or other provision of this Agreement is invalid, or incapable of being enforced, by reasons of any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

10. This Agreement incorporates the entire understanding and agreement of the parties.

IN WITNESS WHEREOF, the parties hereto have signed and executed this Agreement on the date first above written.

COLETIE HOLT & ASSOCIATES

JACKSON COUNTY, MISSOURI

By 
CUNY

By _____
Bryan O. Covinsky
County Counselor

Federal Tax ID: 81-4063918

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$50,000.00 which is hereby authorized.

Date

Director of Finance and Purchasing
Account No.001-5101-56020

Exhibit A



Jackson County, Missouri
Appendix A
14 February 2021

Colette Holt & Associates will provide the following services at a rate of \$425.00 per hour, plus any out-of-pocket expenses.

Scope of Work

Consulting Services for the Minority-and Women Business Enterprise Program

- 1) Review the existing Program, policies and outcomes, including program eligibility, goal setting, contract compliance and monitoring, contract data collection, and race- and gender-neutral initiatives. Benchmark current activities and outcomes against federal constitutional requirements and national best practices for contracting diversity programs.
- 2) Participate in virtual meetings with County staff and officials, as directed.
- 3) Make policy and program recommendations to the County.
- 4) Participate in public meetings, seminars or other events, as directed.

WORK AUTHORIZATION AFFIDAVIT

As a condition for any service provided to the County, a business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Business entity, as defined in section 285.525, RSMo pertaining to section 285.530, RSMo, is any person or group of persons performing or engaging in any activity, enterprise, profession, or occupation for gain, benefit, advantage, or livelihood. The term "business entity" shall include but not be limited to self-employed individuals, partnerships, corporations, contractors, and subcontractors. The term "business entity" shall include any business entity that possesses a business permit, license, or tax certificate issued by the state, any business entity that is exempt by law from obtaining such a business permit, and any business entity that is operating unlawfully without such a business permit.

Every such business entity shall complete the following affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. The completed affidavit must be returned as a part of the contract documentation.

This affidavit affirms that **Colette Holt & Associates**, is enrolled in, and is currently participating in, E-verify or any other equivalent electronic verification of work authorization operated by the United States Department of Homeland Security under the Immigration Reform and Control Act of 1986 (IRCA); and, **Colette Holt & Associates**, does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services.

In Affirmation thereof, the facts stated above are true and correct. (The undersigned understands that false statements made in this filing are subject to the penalties provided under section 575.040, RSMo.)

Colette Holt
Authorized Representative's Signature

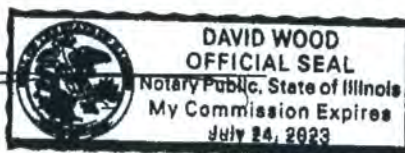
Colette Holt
Printed Name

OWNER
Title

2/14/21
Date

Subscribed and sworn before me this 14th day of FEB, 2021. I am commissioned as a notary public within the County of COOK, State of IL, and my commission expires on 7/24/23.

[Signature]
Signature of Notary



2/14/21
Date

Fiscal Note:

This expenditure was included in the Annual Budget.

PC#

Date: March 4, 2021

RES # 20635

Org Code/Description

[illegible]

Not to Exceed

001 General Fund

1101 County Counselor

56020 Legal Services

\$ 50,000

\$ 50,000

APPROVED

By Mark Lang at 8:54 am, Mar 04, 2021

Budget Office

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION authorizing the County Counselor to execute an extension to the Legal Services Agreement with Husch Blackwell, LLP, of Kansas City, MO, at no additional cost to the County.

RESOLUTION NO. 20636, March 8, 2021

INTRODUCED BY Dan Tarwater III, County Legislator

WHEREAS, in 2019 the County Counselor entered into a Legal Services Agreement with Husch Blackwell, LLP, of Kansas City, MO, for services in connection with the Rock Island Rail Corridor property rights dispute, which agreement expired on December 31, 2020, with funding not fully expended; and,

WHEREAS, the County Counselor recommends that this agreement be extended to allow the County to take advantage of and expend the 2020 funding which remains encumbered to cover Husch Blackwell's final billing; and,

WHEREAS, the recommended extension would be at no additional cost to the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that the County Counselor be and hereby is authorized to execute an extension to the Legal Services Agreement with Husch Blackwell, LLP, of Kansas City, MO, for a term ending December 31, 2021, at no additional cost to the County.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:



Chief Deputy County Counselor



County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 20636 of March 8, 2021, was duly passed on _____, 2021 by the Jackson County Legislature. The votes thereon were as follows:

Yeas _____

Nays _____

Abstaining _____

Absent _____

Date

Mary Jo Spino, Clerk of Legislature