



The City of Lee's Summit
Final Agenda
Finance and Budget Committee

Monday, September 10, 2018

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public Comments
5. **Business**

A. [2018-2274](#) Minutes from 8-20-18 F&BC meeting.

B. [2018-2268](#) Investment Portfolio Report for the quarter ending June 30, 2018

Presenter: Sherri Staub, Cash Management Officer

C. [TMP-1011](#) An Ordinance approving the Award of RFP No. 2019-009 for medical services to Shawnee Mission Corporate Care based on the attached composite scoresheet and authorizing the City Manager to enter into and execute Agreement No. 2019-009 for the same by and on behalf of the City of Lee's Summit, Missouri.

Presenter: Anita Dickey, Director of Human Resources

D. [TMP-1009](#) An Ordinance approving the award of Bid No. 2018-069 for the purchase of ballistic vests and associated accessories for the Lee's Summit Police Department and authorizing the City Manager to enter into a contract in the form of a purchase order to Ed Roehr Safety Products Co. for the purchase of the same for an amount of \$53,025

Presenter: Major Curt Mansell

E. [TMP-0980](#) An Ordinance authorizing execution of a memorandum of understanding by and between the City of Lee's Summit, Missouri and the Lee's Summit R-7 School District for the DARE Program.

Presenter: Major John Boenker

- F. [TMP-0981](#) An Ordinance authorizing execution of an intergovernmental agreement by and between the City of Lee's Summit, Missouri and the Lee's Summit R-VII School District for School Resource Officers in the district's schools.

Presenter: Major John Boenker

- G. [TMP-1014](#) An Ordinance approving the execution of two grant agreements by and between the State of Missouri, Department of Transportation Traffic and Highway Safety Division and the City of Lee's Summit, Missouri for the Missouri Highway Safety Program.

Presenter: Major C. Mansell

- H. [TMP-0999](#) An Ordinance approving the use of the Cooperative Contract for evaluation and rehabilitation of wastewater collection, LS Contract 2018-097, for mail relining, manhole rehabilitation, and tap repairs with Ace Pipe Cleaning, Inc. in the amount not to exceed \$1,500,000.

Presenter: Jeff Thorn, Assistant Director of Engineering Services Lee's Summit Water Utilities

- I. [2018-2273](#) Discussion of the FY20 Budget Process

6. Roundtable

Adjournment

For your convenience, City Council agendas, as well as videos of City Council and Council Committee meetings, may be viewed on the City's Legislative Information Center website at "lsmo.legistar.com"

Packet Information

File #: 2018-2274, **Version:** 1

**The City of Lee's Summit
Action Letter
Finance and Budget Committee**

Monday, August 20, 2018

5:00 PM

City Council Chambers

City Hall

220 SE Green Street

Lee's Summit, MO 64063

*****SPECIAL MEETING*****

Call to Order

Roll Call

Councilmember Binney was not present as an alternate was not needed.

Present: 4 - Councilmember Phyllis Edson
Chairperson Bob Johnson
Councilmember Trish Carlyle
Vice Chair Beto Lopez

Absent: 1 - Alternate Rob Binney

1. Approval of Agenda

This agenda was approved. The vote was unanimous.

Aye: 4 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle
Vice Chair Lopez

Absent: 1 - Alternate Binney

2. Public Comments

There were no public comments.

3. Business

A. [2018-2230](#) Minutes from 8-6-18 F&BC Meeting

ACTION: A motion was made by Councilmember Carlyle, seconded by Vice Chair Lopez, that the Minutes be approved. The motion carried by the following vote:

Aye: 4 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle
Vice Chair Lopez

Absent: 1 - Alternate Binney

Finance and Budget Committee

Action Letter

August 20, 2018

- B. [TMP-0998](#) An Ordinance approving the purchase of the Zuercher Computer Aided Dispatch/Records Management System (CAD/RMS), and mobile platform from Zuercher Technologies LLC for an amount not to exceed \$504,000.00 and authorizing the City Manager to execute the same by and on behalf of the City. (F&BC 8-20-18)

Recommendation: Recommendation: Staff recommends approval.

Presenter: Travis Forbes, Chief of Police
Steve Marsh, Chief Technology Officer

Motion by Councilmember Edson, seconded by Councilmember Carlyle, this Ordinance was recommended for approval to the City Council - Regular Session due back on 9/6/2018. The vote was unanimous.

Aye: 4 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle
Vice Chair Lopez

Absent: 1 - Alternate Binney

- C. [TMP-0960](#) An Ordinance approving amendment No. 1 to the Budget for the fiscal year ending June 30, 2019, as adopted by ordinance No. 8405, by revising the authorized expenditures for the City of Lee's Summit to fund expansion requests. (F&BC 8-6-18) (F&BC 8-20-18)

Recommendation: Recommendation: Staff recommends approval

Presenter: Nick Edwards | Assistant City Manager

Motion by Councilmember Carlyle, Seconded by Councilmember Edson to approve an amendment to the Ordinance with the removal of the allocation for the Rate Study for Stormwater Utility and that the new communications specialist not be expended until the funds are received. The vote was unanimous.

Motion by Councilmember Carlyle, seconded by Councilmember Lopez, this Ordinance as amended was recommended for approval to the City Council - Regular Session due back on 9/6/2018.

Aye: 4 - Councilmember Edson
Chairperson Johnson
Councilmember Carlyle
Vice Chair Lopez

Absent: 1 - Alternate Binney

4. Roundtable
5. Adjournment

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Packet Information

File #: 2018-2268, **Version:** 2

Investment Portfolio Report for the quarter ending June 30, 2018

Issue/Request:

[Enter text here]

Key Issues:

This report is prepared to provide a summary of the status of the investment portfolio by noting transactions over the previous quarter. This report lists maturities as well as new purchases.

As of June 30, 2018, the largest portion of the portfolio was invested in US Treasuries (64%); followed by US Government Agencies (18%) and cash. Cash balances are invested in an overnight repurchase agreement and are collateralized. The repo rate in June was 2.04%. This is based on the previous week's auction of the 91 day Treasury Bill yield, adjusted every Wednesday.

Proposed Committee Motion:

Presentation only

Background:

A "Mark to Market" adjustment is required at each quarter end to recognize any change in value of the portfolio in the event that securities would need to be liquidated. Fair values are determined by our custodial bank.

As of June 30, 2018, the market adjustment was an unrealized loss of \$1,534,326.04.

Impact/Analysis:

As of June 30, 2018, the average yield on the portfolio was 1.5796%

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Sherri Staub, Cash Management Officer

Recommendation: [Enter Recommendation Here]

Committee Recommendation: Presentation only.

CITY OF LEE'S SUMMIT, MISSOURI

QUARTERLY INVESTMENT PORTFOLIO REPORT

QUARTER ENDED JUNE 30, 2018

Purpose and Goals

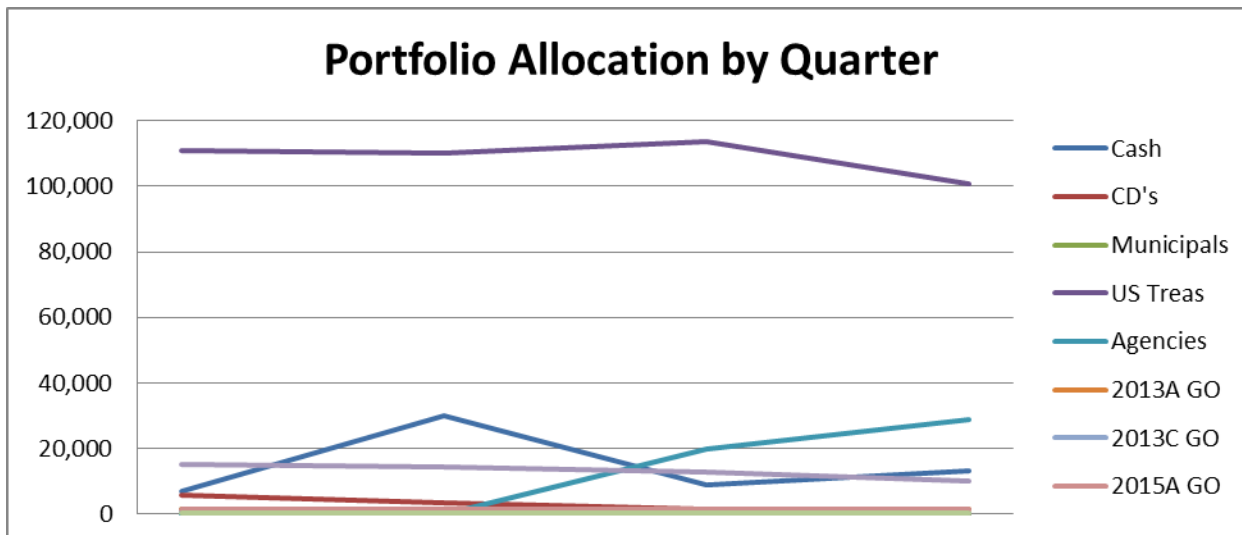
In compliance with the Investment Policy of the City of Lee's Summit, this quarterly investment portfolio report for the quarter ended June 30, 2018 is hereby submitted for your review. This report will provide you with an overview of the City's current cash and investment portfolio holdings along with a summary of all investment activity for the last fiscal quarter.

Cash and investments held by the City represent financial resources provided by its citizens to fund current operations and additionally to provide for future economic development, enhancement of services and programs, construction of major capital improvements and allow for unforeseen emergencies. Monies held for future use in meeting identifiable long-term needs are invested in authorized securities in order to provide additional earnings until such time as these funds are required to be expended. While the objective is to obtain a market rate of return, the City believes that the priority should be on the safety of principal, liquidity of its investments, and stability of earnings.

Current Portfolio

The City has sought to achieve a balance within the combined investment portfolio. While maintaining relatively strong liquidity, it strives to achieve earnings stability. As of June 30, 2018, the portfolio was allocated as follows: Cash (9%), Certificates of Deposit (0%), Municipal Obligations (0%), US Treasury (64%) and Agencies (18%). The following table illustrates the composition of the portfolio, in comparative dollar amounts (000) and component percentages, for the quarter ending June 30, 2018 and the previous three quarters.

Portfolio	-----Book Value in 000's-----				-----Percent of Portfolio-----			
	9/30/2017	12/31/2017	3/31/2018	6/30/2018	9/30/2017	12/31/2017	3/31/2018	6/30/2018
Cash	7,067	30,109	9,082	13,274	5%	19%	6%	9%
CD's	5,704	3,475	1,491	0	4%	2%	1%	0%
Municipals	1,679	780	0	0	1%	0%	0%	0%
US Treas	110,917	109,918	113,813	100,831	77%	68%	71%	64%
Agencies	0	0	19,819	28,812	0%	0%	12%	18%
2013A GO	1,520	1,394	1,398	1,404	1%	1%	1%	1%
2013C GO	563	565	130	499	0%	0%	0%	0%
2015A GO	1,515	1,519	1,524	1,531	1%	1%	1%	1%
2016A GO	397	378	379	380	0%	0%	0%	0%
2017A GO	15,347	14,499	12,937	10,270	11%	9%	8%	7%
Total	\$144,709	\$162,637	\$160,573	\$157,001	100%	100%	100%	100%



Purchases			
		Amount	Maturity Date
06/04/2018	FNMA	\$ 1,993,289.64	04/13/2021
06/04/2018	FFCB	\$ 999,432.62	04/23/2021
06/04/2018	FHLB	\$ 2,993,754.82	05/28/2021
06/29/2018	FNMA	\$ 3,006,180.00	06/22/2021
	TOTAL	\$8,992,657.08	
Maturity			
04/16/2018	Flushing Bank		248,000.00
04/20/2018	American National Bank		249,000.00
04/23/2018	Clayton Bank & Trust		249,000.00
04/30/2018	Manufacturers and Traders		248,000.00
04/30/2018	Northfield Bank		249,000.00
05/07/2018	Ally Bank		248,000.00
05/15/2018	US Treasury		3,014,648.44
06/15/2018	US Treasury		4,000,000.00
	TOTAL		\$ 8,505,648.44

Transaction Summary

The City monitors and maintains a certain level of cash on hand to meet the day to day operations of the city. Each night the remaining balance is invested in an interest bearing “sweep” account through a “repurchase agreement” or “repo” with our bank. For funds not needed immediately, the city employs a strategy of maturity "laddering" over a period not to exceed five years. When the spread between short term securities and the maximum is minimal, staff does not fully extend to the five year maximum.

Cash in Bank

The City utilizes UMB Bank as its depository. Lee’s Summit's cash in bank at June 30, 2018, was as follows: UMB Trustee Account, \$10,171,755.52 and the UMB Investment Settlement Account \$3,102,883.29. Cash on deposit with UMB earns interest at a rate equivalent to the previous week’s auction of the 91 day Treasury bill yield, adjusted every Wednesday. The UMB “repo” rate for June was 2.04%; March was 1.70%; December was 1.37% and September was 1.20%. To protect the City against fluctuating securities values, the City's bank depository agreement requires the bank to pledge certain securities as collateral equal to 105% of the City's funds on account (in excess of FDIC coverage). The estimated collateral value is \$24,685,020.90.

Combined Portfolio Performance

The City has utilized all components of the investment portfolio to achieve safety of principal, reasonable liquidity, relatively stable earnings over a wide range of interest rates, and a market rate of return. As of June 30, 2018, the average portfolio yield is 1.5796%.

The investment portfolio's maturity structure as of June 30, 2018, is as follows:

Maturity Year	Prin Amt	Cash Flow %
2018	\$ 13,017,381.88	10%
2019	\$ 52,130,889.00	40%
2020	\$ 44,803,789.33	35%
2021	\$ 19,692,146.08	15%
TOTAL	\$ 129,644,206.29	100%

A complete itemized schedule of investments in the City of Lee's Summit Portfolio is available upon request.

Recommendations

The City's passive investment strategy has been to match the investments based upon cash flow needs in conjunction with a maturity "laddering" approach with its investments, not to exceed five years. Investment purchases have been made with safety as the primary factor. The purchase of Certificates of Deposit and Municipal Obligations has been halted due to clarification of the State Investment Policy.

Mark-to-Market

The investment portfolio is valued at our purchase price with gains/losses recognized at sale or maturity. With the implementation of GASB 31, the portfolio was required to be adjusted at year end to reflect the difference between our carrying value and today's market. This is referred to as "Marking to Market."

The Government Finance Officers Association (GFOA) then recommended that local governments report the market value of all securities in the portfolio on a quarterly basis. Fair market values are determined by our custodial bank.

GFOA has recommended that in addition to the reporting of this paper gain/loss on a quarterly basis, this adjustment should be entered on a quarterly basis. Starting in fiscal year 2006-2007 this adjustment was spread and posted to cash accounts based on cash balances at each quarter end. These adjustments will be updated at the end of each quarter. At June 30, the quarter end entry of March 31 was reversed and the new entry booked based on the current market values at June 30, 2018. This unrealized loss of \$1,534,326.04 was spread across all funds based on their respective cash balance percentages.

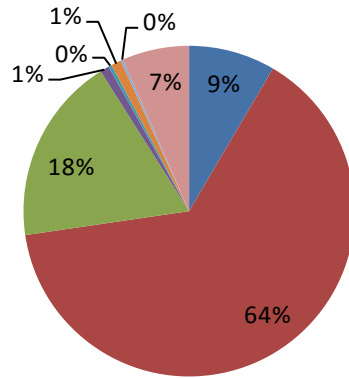
Respectfully Submitted,

Sherri Staub
Cash Management Officer

Conrad Lamb
Finance Director

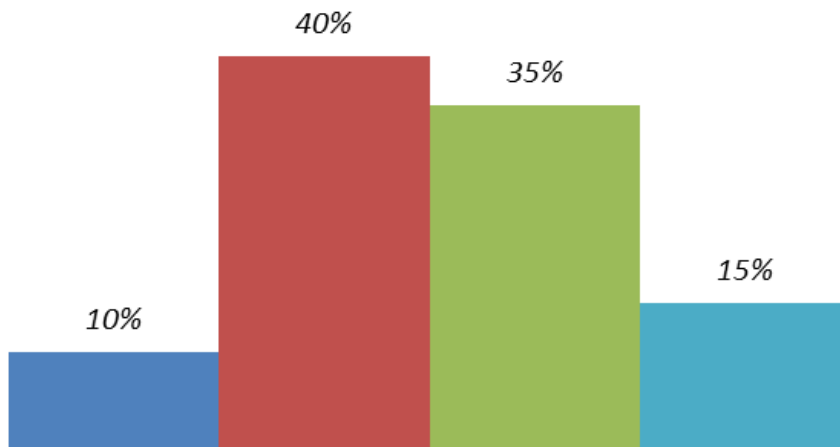
Asset Allocation June 30, 2018

■ Cash ■ US Treas ■ Agencies ■ 2013A GO ■ 2013C GO ■ 2015A GO ■ 2016A GO ■ 2017A GO



Asset Allocation by Maturity Year

■ 2018 ■ 2019 ■ 2020 ■ 2021



CITY OF LEES SUMMIT
INVESTMENT PORTFOLIO
MONTH ENDING JUNE 2018

CERTIFICATES OF DEPOSIT (CD)

	PURCHASE PRICE	DESCRIPTION		YIELD	PURCHASE DATE	MATURITY DATE	TERM DAYS
##	245,000.00	American Express BK FSB, UT	02587CAA8	1.050000%	10-Jul-14	10-Jul-17	1,096
##	248,000.00	Sallie Mae Bank, UT	795450TV7	1.500000%	15-Oct-14	16-Oct-17	1,097
##	248,000.00	Capital One Bank USA	140420QD5	1.450000%	16-Oct-14	16-Oct-17	1,096
##	248,000.00	Discover Bank, DE	254672BM9	1.500000%	16-Oct-14	16-Oct-17	1,096
##	248,000.00	GE Captial Bank	36161T4S1	1.500000%	17-Oct-14	17-Oct-17	1,096
##	248,000.00	Goldman Sachs, NY	38148JAR2	1.450000%	22-Oct-14	23-Oct-17	1,097
##	245,000.00	American Expr Centurion UT	02587DWH7	1.500000%	28-Oct-14	28-Nov-17	1,127
##	248,000.00	Northern Bank & Trust, Woburn MA	66476QBB3	1.100000%	21-Jan-15	22-Jan-18	1,097
##	248,000.00	Bank Leumi USA NY	063248FA1	1.150000%	23-Jan-15	23-Jan-18	1,096
##	248,000.00	Morton Community Bank, Morton IL	619165FT5	1.150000%	23-Jan-15	23-Jan-18	1,096
##	248,000.00	First Financial Bank El Dorado, AR	32021MDV8	1.100000%	23-Jan-15	23-Jan-18	1,096
##	248,000.00	Bank Midwest, MN	063615AJ7	1.050000%	28-Jan-15	27-Oct-17	1,003
##	248,000.00	Bank of North Carolina	06414CUG2	1.000000%	30-Jan-15	31-Jul-17	913
##	248,000.00	Crescent Bank & Trust, LA	225645DH0	1.100000%	30-Jan-15	30-Jan-18	1,096
##	248,000.00	Peoples United Bank	71270QLY0	1.100000%	04-Feb-15	05-Feb-18	1,097
##	248,000.00	Platinum Bank/Brandon FL	72766HBN4	1.000000%	06-Feb-15	06-Feb-18	1,096
##	248,000.00	First Kentucky Bank	32065TAK7	1.000000%	06-Feb-15	06-Feb-18	1,096
##	248,000.00	Bank of Delmarva	06424LBV9	1.000000%	10-Feb-15	11-Dec-17	1,035
##	248,000.00	Grand South Bank	38647PDJ9	1.000000%	18-Feb-15	17-Nov-17	1,003
##	248,000.00	Flushing Bank, NY	34387ABH1	1.100000%	15-Apr-15	16-Apr-18	1,097
##	249,000.00	Amer Natl Bank/Fox Cities	02771PMN4	1.000000%	22-Apr-15	20-Apr-18	1,094
##	249,000.00	Clayton Bank & Trust, TN	184027AP5	1.000000%	22-Apr-15	23-Apr-18	1,097
##	248,000.00	Manuf & Traders Trust, NY	564759QN1	1.000000%	29-Apr-15	30-Apr-18	1,097
##	249,000.00	Northfield Bank, NY	66612AAS7	1.050000%	30-Apr-15	30-Apr-18	1,096
##	248,000.00	Ally Bank, UT	02006LQR7	1.200000%	07-May-15	07-May-18	1,096
##							

MUNICIPAL OBLIGATIONS

	PURCHASE PRICE	DESCRIPTION		YIELD	PURCHASE DATE	MATURITY DATE	TERM DAYS
##	360,687.10	Derby Kansas	2497753V7 AA-	0.950000%	15-Dec-14	01-Dec-17	1,082
##	538,490.60	Derby Kansas	2497754C8 AA-	0.950000%	15-Dec-14	01-Dec-17	1,082
##	634,781.25	Sedgwick County KS UT USD #268	815904DA2 A+	0.900000%	08-Jan-15	01-Sep-17	967
##	780,050.90	Maryland Heights MO UT	574068AK8 Aa2	0.800000%	12-May-15	01-Mar-18	1,024
#							

TREASURY BILLS AND NOTES

Maturities (***)

	PURCHASE PRICE	DESCRIPTION		YIELD	PURCHASE DATE	MATURITY DATE	TERM DAYS
##	2,972,695.31	T-Note	912828TG5 Aaa	0.860000%	09-Jan-15	31-Jul-17	934
##	2,988,046.88	T-Note	912828TS9 Aaa	0.798000%	04-Jun-15	30-Sep-17	849
##	2,990,859.38	T-Note	912828TM2 Aaa	0.762000%	04-Jun-15	31-Aug-17	819
##	3,983,437.50	T-Note	912828TS9 Aaa	0.810000%	26-Jun-15	30-Sep-17	827
##	5,966,718.75	T-Note	912828UU2 Aaa	0.959000%	20-Jul-15	31-Mar-18	985
	5,049,414.05	T-Note	912828SH4 Aaa	1.080000%	30-Sep-15	28-Feb-19	1,247
	4,987,500.00	T-Note	912828UQ1 Aaa	1.308000%	30-Sep-15	29-Feb-20	1,613
	4,033,750.00	T-Note	912828WS5 Aaa	1.381000%	11-Dec-15	30-Jun-19	1,297
##	4,000,000.00	T-Note	912828XF2 Aaa	1.125000%	11-Dec-15	15-Jun-18	917
	4,036,040.00	T-Note	912828WW6 Aaa	1.364000%	11-Jan-16	31-Jul-19	1,297
	3,974,960.00	T-Note	912828XK1 Aaa	1.129000%	11-Jan-16	15-Jul-18	916
	3,005,625.00	T-Note	912828L40 Aaa	0.927000%	01-Feb-16	15-Sep-18	957
	2,984,765.63	T-Note	912828TR1 Aaa	1.142000%	01-Feb-16	30-Sep-19	1,337
	3,031,171.88	T-Note	912828WD8 Aaa	0.857000%	23-Feb-16	31-Oct-18	981
	1,997,656.25	T-Note	912828TN0 Aaa	1.034000%	23-Feb-16	31-Aug-19	1,285
	3,005,625.00	T-Note	912828K82 Aaa	0.914000%	03-Jun-16	15-Aug-18	803

2,021,250.00	T-Note	912828XE5	Aaa	1.226000%	03-Jun-16	31-May-20	1,458
## 3,014,648.44	T-Note	912828XA3	Aaa	0.740000%	22-Jun-16	15-May-18	692
3,054,843.75	T-Note	912828WL0	Aaa	0.869000%	22-Jun-16	31-May-19	1,073
2,000,000.00	T-Note	912828Q52	Aaa	0.875000%	13-Sep-16	15-Apr-19	944
2,033,160.00	T-Note	912828F62	Aaa	0.961000%	13-Sep-16	31-Oct-19	1,143
2,034,375.00	T-Note	912828XH8	Aaa	1.146000%	27-Oct-16	30-Jun-20	1,342
2,014,375.00	T-Note	912828L65	Aaa	1.187000%	27-Oct-16	30-Sep-20	1,434
4,015,937.50	T-Note	912828SN1	Aaa	1.315000%	20-Jan-17	31-Mar-19	800
3,971,562.50	T-Note	912828J84	Aaa	1.375000%	20-Jan-17	31-Mar-20	1,166
2,995,327.08	T-Note	912828XM7	Aaa	1.670000%	05-Jan-17	31-Jul-20	1,303
6,805,288.98	T-Note	912828P87	Aaa	1.824000%	05-Jan-17	28-Feb-21	1,515
4,935,937.50	T-Note	912828L32	Aaa	1.755000%	03-Mar-17	31-Aug-20	1,277
4,997,460.94	T-Note	912828F62	Aaa	1.519000%	03-Mar-17	31-Oct-19	972
3,954,160.00	T-Note	912828L9	Aaa	1.706000%	31-Mar-17	31-Oct-20	1,310
2,995,591.08	T-Note	912828ST8	Aaa	1.331000%	29-Jun-17	30-Apr-19	670
4,021,718.75	T-Note	912828D80	Aaa	1.370000%	29-Jun-17	31-Aug-19	793
3,006,750.00	T-Note	912828X21	Aaa	1.411000%	13-Sep-17	15-Apr-20	945
2,979,337.95	T-Note	912828V1	Aaa	1.620000%	26-Oct-17	15-Sep-20	1,055
2,994,023.31	T-Note	9128282X7	Aaa	1.480000%	26-Oct-17	30-Sep-19	704
## 3,894,200.00	T-Note	912828Q37	Aaa	2.100000%	05-Jan-18	31-Mar-21	1,181

US GOVERNMENT AGENCIES

Maturities (***)

PURCHASE PRICE	DESCRIPTION			YIELD	PURCHASE DATE	MATURITY DATE	TERM DAYS
2,963,988.30	Federal Home Loan Mtg Corp	3137EAEJ4	Aaa	2.080000%	05-Jan-18	29-Sep-20	998
2,977,806.00	Federal Farm Credit Banks	3133EAN46	Aaa	2.030000%	08-Jan-18	27-Apr-20	840
1,980,720.00	Federal Home Loan Banks	313380FB8	Aaa	1.960000%	08-Jan-18	13-Sep-19	613
2,972,790.00	Federal Home Loan Banks	313383HU8	Aaa	2.140000%	19-Jan-18	12-Jun-20	875
2,963,407.74	Federal Home Loan Banks	3130AA3R7	Aaa	2.060000%	19-Jan-18	15-Nov-19	665
2,972,400.00	Federal Home Loan Banks	3130ABF92	Aaa	2.143000%	09-Mar-18	28-May-19	445
2,988,630.00	Federal Farm Credit Bank	3133EJCA5	Aaa	2.330000%	09-Mar-18	08-May-20	791
1,993,289.64	Federal National Mortgage Assn	3135G0U27	AA+	2.622000%	04-Jun-18	13-Apr-21	1,044
999,432.62	Federal Farm Credit Bank	3133EJLZ0	AA+	2.645000%	04-Jun-18	23-Apr-21	1,054
2,993,754.84	Federal Home Loan Banks	3130AEEP1	AA+	2.623000%	04-Jun-18	28-May-21	1,089
3,006,180.00	Federal National Mortgage Assn	3135G0U35	Aaa	2.678000%	29-Jun-18	22-Jun-21	1,089

164,071,622.40
(34,427,416.11)
129,644,206.29

TOTALS

U. S. AGENCIES & GOVERNMENT SECURITIES:

Brokered CD's	0.00
Municipal Obligations	0.00
TREAS Treasury Notes and Bills	100,831,807.15
FNMA Federal National Mortgage Association	4,999,469.64
FHLB Federal Home Loan Bank	16,847,060.88
INTR International Bank	0.00
FFCB Federal Farm Credit Banks	6,965,868.62

TOTAL

129,644,206.29

Investment Ratios

CD's	0.00%
Municipal Obligations	0.00%
US T-Bills/Notes	77.78%
FNMA	3.86%
FHLB	12.99%
FFCB	<u>5.37%</u>
	100.00%



LEE'S SUMMIT MISSOURI

INVESTMENT POLICY

I. Scope

This policy applies to the investment of all operating funds of the City of Lee's Summit, hereinafter referred to as City. Longer-term funds, including proceeds from certain bond issues, are covered by a separate policy.

A. Pooling of Funds

Except for cash in certain restricted and special funds, the City will consolidate cash balances from all funds to maximize investment earnings. Investment income will be allocated to the various funds based on their respective participation and in accordance with generally accepted accounting principles.

B. External Management of Funds

Investment through external programs, facilities and professionals operating in a manner consistent with this policy will constitute compliance.

II. General Objectives

The primary objectives, in priority order, of investment activities shall be safety, liquidity, and yield:

A. Safety

Safety of principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to mitigate credit risk and interest rate risk.

1. Credit Risk

The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, by:

- Pre-qualifying the financial institutions, broker/dealers, intermediaries and advisors with which the City will do business.
- Diversifying the portfolio so that potential losses on individual securities will be minimized.

2. Interest Rate Risk

The City will minimize the risk that the market value of securities in the portfolio will fall due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity.
- Emphasizing investment of operating funds in shorter-term securities.

B. Liquidity

The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands (static liquidity). Furthermore, since all possible cash demands cannot be anticipated, the portfolio should consist largely of securities with active secondary or resale markets (dynamic liquidity). A portion of the portfolio also may be placed in bank deposits or repurchase agreements that offer same-day liquidity for short-term funds.

C. Yield

The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is limited to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed. Securities should not be sold prior to maturity with the following exceptions:

- A security with declining credit may be sold early to minimize loss of principal.
- A security swap would improve the quality, yield, or target duration in the portfolio.
- Liquidity needs of the portfolio require that the security be sold.

III. Standards of Care

A. Prudence

All participants in the investment process shall act responsibly as custodians of the public trust. The standard of prudence to be applied by the investment staff is the “prudent investor” rule, which states, “Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived.”

B. Ethics and Conflicts of Interest

Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with the proper execution and management of the investment program, or that could impair their ability to make impartial decisions. Employees and investment officials shall disclose any material interests in financial institutions with which they conduct business. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. Such disclosure shall be made to the Finance Director or, in the case of the Finance Director, to the City Manager. Employees and officers shall refrain from undertaking personal investment transactions with the same person at any financial institution with which business is conducted on behalf of the City.

C. Delegation of Authority

Authority to manage the investment program is granted to the Finance Director and designated staff, hereinafter referred to as investment officer, and derived from the City Charter and Code of Ordinances, Article IV. Responsibility for the operation of the investment program is hereby delegated to the investment officer, who shall act in accordance with the established written procedures and internal controls for the operation of the investment program consistent with this investment policy.

Procedures should include references to: safekeeping, delivery vs. payment, investment accounting, repurchase agreements, wire transfer agreements, and collateral/depository agreements. No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the investment officer. The investment officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate the activities of subordinate officials.

IV. Investment Transactions

A. Authorized Financial Dealers and Institutions

A list will be maintained of financial institutions authorized to provide investment transactions. In addition, a list also will be maintained of approved security broker/dealers selected by creditworthiness as determined by the investment officer and approved by the governing body. These may include “primary” dealers or regional dealers that qualify under Securities and Exchange Commission (SEC) Rule 15C3-1 (uniform net capital rule).

All financial institutions and broker/dealers who desire to become qualified for investment transactions must supply the following as appropriate:

- Audited financial statements.
- Certification of having read and understood and agreeing to comply with the City’s investment policy.

The City may also request the following documents:

- Proof of National Association of Securities Dealers (NASD) certification.
- Proof of state registration.
- Completed broker/dealer questionnaire.

An annual review of the financial condition and registration of qualified financial institutions and broker/dealers will be conducted by the investment officer.

To maximize efficiency, the City will limit the number of authorized financial institutions and broker/dealers to (10) ten. This list may be reviewed annually and if any institution has not submitted a bid in response to recent requests, it may be removed from the current list. The approved financial institutions and broker/dealers will be required to have a presence within the State of Missouri (preferably local).

B. Internal Controls

The investment officer, in coordination with the controller, is responsible for establishing and maintaining an internal control structure that will be reviewed annually with the City’s independent auditor. The internal control structure shall be designed to ensure that the assets of the City are protected from loss, theft or misuse and to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (1) the cost of control should not exceed the benefits likely to be derived and (2) the valuation of costs and benefits require estimates and judgements by management.

The internal controls shall address the following points:

- Control of collusion.
- Separation of transaction authority from accounting and record keeping.

- Custodial safekeeping.
- Avoidance of physical delivery securities.
- Clear delegation of authority to subordinate staff members.
- Written confirmation of transactions for investment and wire transfers.
- Development of a wire transfer agreement with the lead bank and third party custodian.

C. Delivery vs. Payment

All trades where applicable will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in eligible financial institutions prior to the release of funds. All securities shall be perfected in the name for the account of the City and shall be held by a third-party custodian as evidenced by safekeeping receipts.

V. Suitable and Authorized Investments

A. Investment types

In accordance with and subject to restrictions imposed by current statutes, the following list represents the entire range of investments that the City will consider and which shall be authorized for the investments of funds by the City.

1. Governmental and Agency Debt – those securities issued by and or guaranteed by the Federal Government or an Agency or Instrumentality of the Federal Government:

a. **United States Treasury Securities.** The City may invest in obligations of the United States government for which the full faith and credit of the United States are pledged for the payment of principal and interest.

b. **United States Agency Securities.** The City may invest in obligations issued or guaranteed by any agency of the United States Government as described in Section V.,B.

2. Fixed Income Investments secured by the FDIC insurance and/or Collateral:

a. **Repurchase Agreements.** The City may invest in contractual agreements between the City and commercial banks or government securities dealers. The purchaser in a repurchase agreement (repo) enters into a contractual agreement to purchase U.S Treasury and government agency securities while simultaneously agreeing to resell the securities at predetermined dates and prices.

b. **Collateralized Public Deposits (Certificates of Deposit).** Instruments issued by financial institutions which state that specified sums have been deposited for specific periods of time and at specified rates of interest. The certificates of deposit are required to be backed by acceptable collateral securities as dictated by State statute.

B. Security Selection

The following list represents the entire range of United States Agency Securities that the City will consider and which shall be authorized for the investment of funds by the City.

Additionally, the following definitions and guidelines should be used in purchasing the instruments:

- U.S Govt. Agency Coupon and Zero Coupon Securities. Bullet coupon bonds with no

embedded options with maturities of five (5) years or less.

- U.S Govt. Agency Discount Notes. Purchased at a discount with maximum maturities of one (1) year.
- U.S Govt. Agency Callable Securities. Restricted to securities callable at par only with final maturities of five (5) years or less.
- U.S Govt. Agency Step-up Securities. The coupon rate is fixed for an initial term. At coupon date, the coupon rate rises to a new higher fixed term. Restricted to securities with final maturities of five (5) years or less.

C. Investment Restrictions and Prohibited Transactions

To provide for the safety and liquidity of the City's funds, the investment portfolio will be subject to the following restrictions:

- Borrowing strictly for investment purposes ("Leverage") is prohibited.
- Instruments known as variable rate demand notes, floaters, inverse floaters, leveraged floaters, and equity-linked securities are not permitted. Investment in any instrument, which is commonly considered a "derivative" instrument (e.g. options, futures, swaps, caps, floors, and collars), is prohibited.
- Contracting to sell securities not yet acquired in order to purchase other securities for purpose of speculating on developments or trends in the market is prohibited.

D. Collateralization

Collateralization will be required on two types of investments: certificates of deposit and repurchase agreements. The market value of the collateral should be maintained at a value of at least 105% of the amount of the deposit or repurchase agreement plus accrued interest to maturity, less the amount, if any, which is insured by the Federal Deposit Insurance Corporation, or the National Credit Unions Share Insurance Fund.

All securities, which serve as collateral against the deposits placed with a depository institution, must be held in safekeeping at a non-affiliated custodial facility. Depository institutions pledging collateral against deposits must, in conjunction with the custodial agent, furnish the necessary custodial receipts with five business days from the settlement date.

The City shall have a depository contract and pledge agreement with each safekeeping bank that will comply with the Financial Institutions, Reform, Recovery, and Enforcement Act of 1989 (FIRREA). This will ensure that the City's security interest in collateral pledged to secure deposits is enforceable against the receiver of a failed financial institution.

E. Repurchase Agreements

The securities for which repurchase agreements will be transacted will be limited to U.S Treasury and government agency securities that are eligible to be delivered via the Federal Reserve Fedwire book entry system. Securities will be delivered to the City's designated Custodial Agent. Funds and securities will be transferred on a delivery vs. payment basis when applicable.

VI. Investment Parameters

A. Diversification

The investments shall be diversified to minimize the risk of loss resulting from over concentration of assets in a specific maturity, specific issuer, or specific class of securities. Diversification strategies shall be established and periodically reviewed. At a minimum, diversification standards by security type and issuer shall be:

Investment Type	Minimum Allocation	Maximum Allocation
General Time Deposit/Certificates of Deposit	0%	30%
US Treasury Securities	15%	100%
US Government Agencies & Government Sponsored Enterprises	0%	50%
US Government Agency Callable Securities	0%	15%

B. Maximum Maturities

To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Investments in repurchase agreements shall mature and become payable not more than ninety days (90) from the date of purchase.

Because of inherent difficulties in accurately forecasting cash flow requirements, a portion of the portfolio should be continuously invested in readily available funds such as in bank deposits or overnight repurchase agreements to ensure that appropriate liquidity is maintained to meet ongoing obligations.

VII. Reporting

A. Methods

The investment officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the governing body of the City. The report will include the following:

- Listing of individual securities held at the end of the reporting period.
- Realized and unrealized gains or losses resulting from appreciation or depreciation by listing the cost and market value of securities over one-year duration (in accordance with Government Accounting Standards Board (GASB) 31 requirements). [Note, this is only required annually]
- Listing of investment by maturity date.
- Percentage of the total portfolio which each type of investment represents.

B. Performance Standards

The investment portfolio will be managed in accordance with the parameters specified within this policy. Appropriate benchmarks may be established against which portfolio

performance shall be compared on a regular basis.

C. Marking to Market

The market value of the portfolio shall be calculated at least quarterly and a statement of the market value of the portfolio shall be issued at least annually to the governing body of the City. This will ensure that review of the investment portfolio, in terms of value and price volatility, has been performed.

VIII. Policy Considerations

A. Exemption

Any investment currently held that does not meet the guidelines of this policy shall be exempt from the requirements of this policy. At maturity or liquidation, such monies shall be reinvested only as provided by this policy.

B. Adoption of policy

This policy shall be adopted by action of the City of Lee's Summit's governing body. The policy shall be reviewed annually by the investment officer and recommended changes will be presented to the governing body for consideration. Changes in investment procedure/direction will be reported in the quarterly investment report in the recommendations section.

Packet Information

File #: TMP-1011, **Version:** 1

An Ordinance approving the Award of RFP No. 2019-009 for medical services to Shawnee Mission Corporate Care based on the attached composite scoresheet and authorizing the City Manager to enter into and execute Agreement No. 2019-009 for the same by and on behalf of the City of Lee's Summit, Missouri.

Issue/Request:

AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2019-009 FOR MEDICAL SERVICES TO SHAWNEE MISSION CORPORATECARE BASED ON THE ATTACHED COMPOSITE SCORESHEET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AGREEMENT NO. 2019-009 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI (F&BC 09/10/18).

Key Issues:

The City's current agreement (No. 2014-112/3R) for medical services is currently being renewed with CareNow. The City solicited RFP No. 2019-009 for medical services via its' e-bidding service Public Purchase and through the City's website. The advertisement was also sent to three (3) potential vendors from the internal vendor list. 483 potential respondents were notified via Public Purchase, and 76 potential firms reviewed the online documents for RFP 2019-009.

Upon close of the RFP, Friday, August 17, 2018, the Procurement and Contract Services Division received two (2) responses. The Evaluation Committee reviewed and scored the proposals received. The overall Proposal Composite Score-Sheet is attached.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2019-009 FOR MEDICAL SERVICES TO SHAWNEE MISSION CORPORATECARE BASED ON THE ATTACHED COMPOSITE SCORESHEET AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AGREEMENT NO. 2019-009 FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEES SUMMIT MISSOURI.

Background:

Required medical services include physicals; drug screens; vaccinations; and testing. In Fiscal Year 2017-2018, the City spent \$90,238.00 with CareNow (Contract 2014-112/3R).

Initially, the City issued RFP No. 2018-014 in May, 2018. The City received two (2) proposals: CareNow and CorporateCare. Because staff felt that there were additional potential providers, RFP No. 2018-014 was cancelled and RFP No. 2019-009 was issued. The City received two (2) proposals: CorporateCare and a partial submittal from ARC Physical Therapy. Staff agreed to renew the existing contract 2014-112/3R with CareNow at an award RFP No. 2019-009 to CorporateCare. The City estimates spending \$115,665.00 annually under the CareNow contract and \$149,666.00 annually under the CorporateCare contract.

Impact/Analysis:

If this ordinance is approved, both CareNow and CorporateCare will serve as the medical service providers for

the City.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Anita Dickey, Director of Human Resources

Recommendation: [Enter Recommendation Here]

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 18-

AN ORDINANCE APPROVING THE AWARD OF RFP NO. 2019-009 FOR MEDICAL SERVICES TO SHAWNEE MISSION CORPORATECARE AND AUTHORIZING THE CITY MANAGER TO ENTER INTO AND EXECUTE AN AGREEMENT FOR THE SAME BY AND ON BEHALF OF THE CITY OF LEE'S SUMMIT MISSOURI

WHEREAS, the City of Lee's Summit, Missouri (hereinafter "City") desires to enter into an agreement with Shawnee Mission CorporateCare for the purpose of providing medical services for the City; and,

WHEREAS, the Procurement and Contract Services Division solicited RFP No. 2019-009 for Medical Services via its e-bidding service Public Purchase; and,

WHEREAS, the Procurement and Contract Services Division received two (2) proposals in response to RFP No. 2019-009; and,

WHEREAS, the Evaluation Committee, comprised of eight (8) City staff members reviewed and scored the proposals received and determined that Shawnee Mission CorporateCare was the top ranked firm; and,

WHEREAS, after completing negotiations, the final estimated annual cost for the City of Lee's Summit medical services is \$149,666.00.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

Section 1. Agreement No. 2019-009 by and between the City of Lee's Summit, Missouri, and Shawnee Mission CorporateCare for medical services, attached as Exhibit A and made a part by reference, is hereby approved and the City Manager is authorized to execute the same by and on behalf of the City.

Section 2. The initial term of the contract with fixed prices shall be for one (1) year beginning November 1, 2018, and ending October 31, 2019, with options for the City to renew the contract for up to four (4) additional one-year terms beyond the initial term.

Section 3. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor

BILL NO. 18-

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk, Trisha Fowler Arcuri

APPROVED by the Mayor of said City this _____ day of _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk, Trisha Fowler Arcuri

APPROVED AS TO FORM:

City Attorney Brian Head

This AGREEMENT made and entered into this ____ day of _____ 2018, by and between the City of Lee’s Summit, Missouri, a Missouri Constitutional Charter City, hereinafter referred to as “City,” and Shawnee Mission CorporateCare, a company in the State of Kansas, hereafter referred to as “Service Provider.” Witnesseth, that:

WHEREAS, Service Provider has offered to provide the services described in PART I; in consideration of the payment terms described in PART II; subject to the Insurance Requirements described in PART III; and subject to the General Conditions described in PART IV; and

WHEREAS, City desires to engage Service Provider to perform such services.

NOW, THEREFORE, in consideration of the mutual covenants and considerations herein contained, IT IS HEREBY AGREED by the parties hereto as follows:

- 1. City employs Service Provider to perform the services hereinafter set forth.
- 2. Services. The Service Provider represents that it is equipped, competent, and able to perform, and that it will perform all services hereinafter set forth in a diligent and competent manner in accordance with the professional standard of care customarily recognized by members of Service Provider’s profession practicing in the State of Missouri within the same general timeframe. Service Provider will perform all such services in accordance with the following provisions, incorporated into this Agreement as if set forth in full herein: City’s Request for Proposal No. 2019-009 (hereinafter “RFP”); the Service Provider’s Response to the RFP, (“Proposal”); Scope of Services (“Scope”), attached hereto as PART I; Payment Terms and/or Fee Schedule, attached hereto as PART II; Insurance Requirements, attached hereto as PART III; and General Conditions, attached hereto as PART IV. Where the terms of the RFP or the Proposal conflict with anything in PARTS I, II, III or IV, the terms of the PARTS shall control.
- 3. Compensation. It is expressly understood that in no event will the compensation to be paid to the Service Provider under the terms of this agreement for the services set forth in the Scope, and for reimbursement of authorized expenses exceed the line item costs outlined in PART II. Service Provider agrees that the price for all line items outlined in PART II shall not increase for a period of one (1) year from the date of agreement execution. If additional services are requested by the City, the Service Provider will prepare and submit to the City an estimate of the total cost associated with such additional services. The City will review and approve in writing such cost estimate for additional services, and the total compensation and reimbursement to be paid by the City to the Service Provider for such approved additional services shall not exceed the approved amount. Service Provider’s fees for additional services shall be billed on an hourly basis at Service Provider’s current standard rates, which will in no event exceed the amount approved by the City in writing for such additional services.
- 4. The term of this Agreement shall be for a one (1) year period from _____ through _____. The City may at its option renew the Agreement up to four (4) additional one-year terms by giving written notice to the supplier. Any increase in cost at the beginning of each renewal period will be limited to that allowed per RFP# 2019-009; section 9; Renewal Option.
- 5. This agreement shall be binding on the parties thereto only after it has been duly executed and approved by the City and the Service Provider.

Procurement Officer of Record

Stephen A. Arbo, City Manager Date

APPROVED AS TO FORM:

Office of the City Attorney

Company Name

Company Authorized Signature

_____ _____
Title Date

Type or Print the Name of Authorized Person

	Qty	Corporate Care	
DOT Random Program & Post-Offer Drug Screens			
5 panel DOT drug screen	68	\$ 50.00	\$ 3,400.00
Annual Random Program Fee	1	\$ 185.00	\$ 185.00
DOT Post Offer, Pre Employment Physical Examinations			
DOT Physical Exam	0	\$ -	\$ -
Drug & Alcohol Screens			
Drug Screen: 10 panel, PA66 Premier Non-DOT	105	\$ 46.00	\$ 4,830.00
Drug Screen: 11 panel, Instant	150	\$ 40.00	\$ 6,000.00
24/7 Drug Screen Collection Fee	6	\$ 155.00	\$ 930.00
Confirm Non-Negative	10	\$ 20.00	\$ 200.00
Observation Fee	8	\$ 60.00	\$ 480.00
Breath Alcohol	25	\$ 30.00	\$ 750.00
Confirm Non-Negative	10	\$ 40.00	\$ 400.00
Blood Alcohol	2	\$ 220.00	\$ 440.00
Physicals: Post Offer/Pre Employment, Annual and Specialty			
Special (Clandestine Drug, Hazardous Device School, FBI Traini	5	\$ 85.00	\$ 425.00
Audiogram	50	\$ 30.00	\$ 1,500.00
Physical OCC Health			
	150	\$ 85.00	\$ 12,750.00
Vital Signs			
Height			
Weight			
Blood Pressure			
Resting Pulse			
Respiration Rate			
Hearing (Whisper Test)			
Vision (wall chart)			
Body Fat Analysis			
Medical History Questionnaire			
Profile 3			
	100	\$ 57.00	\$ 5,700.00
Comprehensive Metabolic Panel			
CBC with Differential			
Lipid Panel			
Lipid Panel Phosphorus			
Uric Acid			
HDL			
LDL			
Triglycerides			
TSH			
Urinalysis with micro			
Electrolyte Panel	10	\$ -	\$ -
Essential Function Level I	130	\$ 60.00	\$ 7,800.00
Essential Function Level II	20	\$ 80.00	\$ 1,600.00
Spirometry/PFT (Pulmonary Function Test)	10	\$ 40.00	\$ 400.00
Respirator Questionnaire Review	10	\$ 25.00	\$ 250.00
Respirator Physical Exam w/Questionnaire Review	10	\$ 105.00	\$ 1,050.00
Respirator Qualitative fit test	10	\$ 39.00	\$ 390.00
Chest X-Ray, PA and Lateral, 2 view (tbd Doctor)	5	\$ 70.00	\$ 350.00
EKG resting with interpretation	25	\$ 70.00	\$ 1,750.00
Stress Treadmill with Interpretation	25	\$ 250.00	\$ 6,250.00
Blood Pressure Recheck	5	\$ 25.00	\$ 125.00
Treadmill moving Fee for each move to and between on-site	5	\$ 800.00	\$ 4,000.00

Vision Titmus Screen (w/Color)	20	\$ 10.00	\$ 200.00
Vision Complete Test (w/Farnsworth)	20	\$ 45.00	\$ 900.00
PPD (TB skin test)	50	\$ 20.00	\$ 1,000.00
Tuberculosis Blood Test	2	\$ 100.00	\$ 200.00
TB Quantiferon - TB Gold	25	\$ 100.00	\$ 2,500.00
TSPOT Tuberculosis Test	2	\$ 100.00	\$ 200.00
Blood Lead Standard Profile (includes ZPP)	30	\$ 48.00	\$ 1,440.00
Heavy Metal Screen Blood Profile Level 1	150	\$ 150.00	\$ 22,500.00
PSA	49	\$ 49.00	\$ 2,401.00
Vaccinations and Titters			
Influenza (annual seasonal injection)	300	\$ 30.00	\$ 9,000.00
Influenza (annual nasal mist)	0		
On Site Staffing Fee for Flu Shots (each on-site date/time)	4	\$ 60.00	\$ 240.00
Rabies vaccine (series of 3x = new or (1) 2-year booster)	12	\$ 406.00	\$ 4,872.00
Rabies vaccine (series of 1-3x = booster) 4 sets	12	\$ 406.00	\$ 4,872.00
RFFIT Rabies Titer (2-year plus S&H)	2	\$ 150.00	\$ 300.00
Hepatitis A vaccine (series of 2) 20 sets	40	\$ 95.00	\$ 3,800.00
Hepatitis B vaccine (series of 3) 20 sets	60	\$ 80.00	\$ 4,800.00
Hepatitis A titer	10	\$ 45.00	\$ 450.00
Hepatitis B titer	10	\$ 45.00	\$ 450.00
Hepatitis C titer	2	\$ -	\$ -
Hepatitis titer (Combo A-B-C)	50	\$ 135.00	\$ 6,750.00
Tetanus booster	15	\$ 57.00	\$ 855.00
Tdap Booster	40	\$ 59.00	\$ 2,360.00
HVIAB HIV Titer	2	\$ 54.00	\$ 108.00
Chicken Pox Vaccination	4	\$ 165.00	\$ 660.00
Mump, Measle, Rubella (MMR) Vaccination	4	\$ 97.00	\$ 388.00
MMR Titer	4	\$ 90.00	\$ 360.00
Varicella Titer	45	\$ 45.00	\$ 2,025.00
Fit For Duty and other Miscellaneous Services			
Ergonomic Evaluation (Per hour)	4	\$ 175.00	\$ 700.00
Job Evaluation	2	\$ 195.00	\$ 390.00
Minor Fit for Duty	4	\$ 85.00	\$ 340.00
Comprehensive Fit for Duty (Billed per 15 min increments) per	4	\$ 275.00	\$ 1,100.00
Medical Consultation	2	\$ 200.00	\$ 400.00
Establish Office Visit	10	\$ 75.00	\$ 750.00
Health Fair Participation			
Cholesterol Checks (instant) (EACH)	120	\$ 46.00	\$ 5,520.00
Blood Pressure Check (per HOUR)	8	\$ 55.00	\$ 440.00
Healthy Weight Check (per HOUR)	8	\$ 55.00	\$ 440.00
Body Fat (EACH)	100	\$ 25.00	\$ 2,500.00
Vision checks (EACH)	60	\$ 15.00	\$ 900.00
Eye Health Check	50	\$ -	\$ -
Audiometric	50	\$ -	\$ -
Back Health Check (per HOUR)	8	\$ -	\$ -
Exercise Demo/Suggestions (per HOUR)	8	\$ -	\$ -
Diet advise (per HOUR)	8	\$ 75.00	\$ 600.00
			\$149,666.00

	Qty	CareNow	Corporate Care		CareNow	Corporate Care	
DOT Random Program & Post-Offer Drug Screens			2018-014	2019-006			
5 panel DOT drug screen	68	\$ 60.00	\$ 49.00	\$ 50.00	\$ 4,080.00	\$ 3,332.00	\$ 3,400.00
Annual Random Program Fee	1	\$ 300.00	\$ 185.00	\$ 185.00	\$ 300.00	\$ 185.00	\$ 185.00
DOT Post Offer, Pre Employment Physical Examinations					\$ -	\$ -	\$ -
DOT Physical Exam	0	\$ 75.00	\$ 85.00	\$ -	\$ -	\$ -	\$ -
Drug & Alcohol Screens							
Drug Screen: 10 panel, PA66 Premier Non-DOT	105	\$ 55.00	\$ 42.00	\$ 46.00	\$ 5,775.00	\$ 4,410.00	\$ 4,830.00
Drug Screen: 11 panel, Instant	150	\$ 35.00	\$ 40.00	\$ 40.00	\$ 5,250.00	\$ 6,000.00	\$ 6,000.00
24/7 Drug Screen Collection Fee	6	\$ -	\$ 155.00	\$ 155.00	\$ -	\$ 930.00	\$ 930.00
Confirm Non-Negative	10	\$ 35.00		\$ 20.00	\$ 350.00		\$ 200.00
Observation Fee	8	\$ 20.00	\$ 60.00	\$ 60.00	\$ 160.00	\$ 480.00	\$ 480.00
Breath Alcohol	25	\$ 35.00	\$ 30.00	\$ 30.00	\$ 875.00	\$ 750.00	\$ 750.00
Confirm Non-Negative	10	\$ 35.00	\$ 40.00	\$ 40.00	\$ 350.00	\$ 400.00	\$ 400.00
Blood Alcohol	2	\$ 45.00	\$ 220.00	\$ 220.00	\$ 90.00	\$ 440.00	\$ 440.00
Physicals: Post Offer/Pre Employment, Annual and Specialty							
Special (Clandestine Drug, Hazardous Device School, FBI Training, e	5	\$ 60.00	\$ 85.00	\$ 85.00	\$ 300.00	\$ 425.00	\$ 425.00
Audiogram	50	\$ 35.00	\$ 30.00	\$ 30.00	\$ 1,750.00	\$ 1,500.00	\$ 1,500.00
Physical OCC Health							
Vital Signs							
Height							
Weight							
Blood Pressure							
Resting Pulse							
Respiration Rate							
Hearing (Whisper Test)							
Vision (wall chart)							
Body Fat Analysis							
Medical History Questionnaire							
Profile 3							
Comprehensive Metabolic Panel							
CBC with Differential							
Lipid Panel							
Lipid Panel Phosphorus							
Uric Acid							
HDL							
LDL							
Triglycerides							
TSH							
Urinalysis with micro							
Electrolyte Panel	10	\$ 45.00	\$ 30.00	\$ -	\$ 450.00	\$ 300.00	\$ -
Essential Function Level I	130	\$ 35.00	\$ 60.00	\$ 60.00	\$ 4,550.00	\$ 7,800.00	\$ 7,800.00
Essential Function Level II	20	\$ 75.00	\$ 80.00	\$ 80.00	\$ 1,500.00	\$ 1,600.00	\$ 1,600.00
Spirometry/PFT (Pulmonary Function Test)	10	\$ 35.00	\$ 40.00	\$ 40.00	\$ 350.00	\$ 400.00	\$ 400.00
Respirator Questionnaire Review	10	\$ 20.00	\$ -	\$ 25.00	\$ 200.00	\$ -	\$ 250.00
Respirator Physical Exam w/Questionnaire Review	10	\$ 95.00	\$ 85.00	\$ 105.00	\$ 950.00	\$ 850.00	\$ 1,050.00
Respirator Qualitative fit test	10	\$ 55.00	\$ 39.00	\$ 39.00	\$ 550.00	\$ 390.00	\$ 390.00
Chest X-Ray, PA and Lateral, 2 view (tbd Doctor)	5	\$ 65.00	\$ 70.00	\$ 70.00	\$ 325.00	\$ 350.00	\$ 350.00
EKG resting with interpretation	25	\$ 35.00	\$ -	\$ 70.00	\$ 875.00	\$ -	\$ 1,750.00
Stress Treadmill with Interpretation	25	\$ 325.00	\$ 250.00	\$ 250.00	\$ 8,125.00	\$ 6,250.00	\$ 6,250.00
Blood Pressure Recheck	5	\$ 10.00	\$ -	\$ 25.00	\$ 50.00	\$ -	\$ 125.00
Treadmill moving Fee for each move to and between on-sites	5		\$ 800.00	\$ 800.00		\$ 4,000.00	\$ 4,000.00
Vision Titmus Screen (w/Color)	20	\$ 20.00	\$ 10.00	\$ 10.00	\$ 400.00	\$ 200.00	\$ 200.00
Vision Complete Test (w/Farnsworth)	20	\$ 20.00	\$ 45.00	\$ 45.00	\$ 400.00	\$ 900.00	\$ 900.00
PPD (TB skin test)	50	\$ 20.00	\$ 17.00	\$ 20.00	\$ 1,000.00	\$ 850.00	\$ 1,000.00
Tuberculosis Blood Test	2		\$ 100.00	\$ 100.00		\$ 200.00	\$ 200.00
TB Quantiferon - TB Gold	25	\$ 120.00	\$ 100.00	\$ 100.00	\$ 3,000.00	\$ 2,500.00	\$ 2,500.00
TSPT Tuberculosis Test	2	\$ 100.00	\$ 100.00	\$ 100.00	\$ 200.00	\$ 200.00	\$ 200.00
Blood Lead Standard Profile (includes ZPP)	30	\$ 75.00	\$ 48.00	\$ 48.00	\$ 2,250.00	\$ 1,440.00	\$ 1,440.00
Heavy Metal Screen Blood Profile Level 1	150	\$ 110.00	\$ 150.00	\$ 150.00	\$ 16,500.00	\$ 22,500.00	\$ 22,500.00
PSA	49	\$ 20.00	\$ 49.00	\$ 49.00	\$ 980.00	\$ 2,401.00	\$ 2,401.00

Vaccinations and Titters							
Influenza (annual seasonal injection)	300	\$ 25.00	\$ 30.00	\$ 30.00	\$ 7,500.00	\$ 9,000.00	\$ 9,000.00
Influenza (annual nasal mist)	0						
On Site Staffing Fee for Flu Shots (each on-site date/time)	4	\$ 150.00	\$ 60.00	\$ 60.00	\$ 600.00	\$ 240.00	\$ 240.00
Rabies vaccine (series of 3x = new or (1) 2-year booster)	12		\$ 406.00	\$ 406.00		\$ 4,872.00	\$ 4,872.00
Rabies vaccine (series of 1-3x = booster) 4 sets	12		\$ 406.00	\$ 406.00		\$ 4,872.00	\$ 4,872.00
RFFIT Rabies Titer (2-year plus S&H)	2	\$ 100.00	\$ 150.00	\$ 150.00	\$ 200.00	\$ 300.00	\$ 300.00
Hepatitis A vaccine (series of 2) 20 sets	40	\$ 65.00	\$ 95.00	\$ 95.00	\$ 2,600.00	\$ 3,800.00	\$ 3,800.00
Hepatitis B vaccine (series of 3) 20 sets	60	\$ 80.00	\$ 80.00	\$ 80.00	\$ 4,800.00	\$ 4,800.00	\$ 4,800.00
Hepatitis A titer	10	\$ 80.00	\$ 45.00	\$ 45.00	\$ 800.00	\$ 450.00	\$ 450.00
Hepatitis B titer	10	\$ 70.00	\$ 45.00	\$ 45.00	\$ 700.00	\$ 450.00	\$ 450.00
Hepatitis C titer	2	\$ 90.00	\$ 45.00	\$ -	\$ 180.00	\$ 90.00	\$ -
Hepatitis titer (Combo A-B-C)	50		\$ 135.00	\$ 135.00		\$ 6,750.00	\$ 6,750.00
Tetanus booster	15	\$ 40.00	\$ 57.00	\$ 57.00	\$ 600.00	\$ 855.00	\$ 855.00
Tdap Booster	40	\$ 65.00	\$ 59.00	\$ 59.00	\$ 2,600.00	\$ 2,360.00	\$ 2,360.00
HVIAB HIV Titer	2		\$ 54.00	\$ 54.00		\$ 108.00	\$ 108.00
Chicken Pox Vaccination	4	\$ 150.00	\$ 165.00	\$ 165.00	\$ 600.00	\$ 660.00	\$ 660.00
Mump, Measle, Rubella (MMR) Vaccination	4	\$ 100.00	\$ 97.00	\$ 97.00	\$ 400.00	\$ 388.00	\$ 388.00
MMR Titer	4	\$ 100.00	\$ 90.00	\$ 90.00	\$ 400.00	\$ 360.00	\$ 360.00
Varicella Titer	45	\$ 50.00	\$ 45.00	\$ 45.00	\$ 2,250.00	\$ 2,025.00	\$ 2,025.00
Fit For Duty and other Miscellaneous Services							
Ergonomic Evaluation (Per hour)	4	hospital	\$ 175.00	\$ 175.00		\$ 700.00	\$ 700.00
Job Evaluation	2	hospital	\$ 195.00	\$ 195.00		\$ 390.00	\$ 390.00
Minor Fit for Duty	4	hospital	\$ 85.00	\$ 85.00		\$ 340.00	\$ 340.00
Comprehensive Fit for Duty (Billed per 15 min increments) per hour	4	hospital	\$ 60.00	\$ 275.00		\$ 240.00	\$ 1,100.00
Medical Consultation	2	hospital	\$ 200.00	\$ 200.00		\$ 400.00	\$ 400.00
Establish Office Visit	10	hospital	\$ 85.00	\$ 75.00		\$ 850.00	\$ 750.00
Health Fair Participation							
Cholesterol Checks (instant) (EACH)	120	\$ -	\$ 41.00	\$ 46.00	\$ -	\$ 4,920.00	\$ 5,520.00
Blood Pressure Check (per HOUR)	8	\$ -	\$ 55.00	\$ 55.00	\$ -	\$ 440.00	\$ 440.00
Healthy Weight Check (per HOUR)	8	\$ -	\$ 55.00	\$ 55.00	\$ -	\$ 440.00	\$ 440.00
Body Fat (EACH)	100	\$ -	\$ 25.00	\$ 25.00	\$ -	\$ 2,500.00	\$ 2,500.00
Vision checks (EACH)	60	\$ -	\$ 15.00	\$ 15.00	\$ -	\$ 900.00	\$ 900.00
Eye Health Check	50	\$ -	\$ 55.00	\$ -	\$ -	\$ 2,750.00	\$ -
Audiometric	50	\$ -	\$ 30.00	\$ -	\$ -	\$ 1,500.00	\$ -
Back Health Check (per HOUR)	8	\$ -	\$ 55.00	\$ -	\$ -	\$ 440.00	\$ -
Exercise Demo/Suggestions (per HOUR)	8	\$ -	\$ 55.00	\$ -	\$ -	\$ 440.00	\$ -
Diet advise (per HOUR)	8	\$ -	\$ 75.00	\$ 75.00	\$ -	\$ 600.00	\$ 600.00
					\$ 115,665.00	\$ 150,663.00	\$ 149,666.00

Composite Proposal Score Sheet

	30 Point Questions	20 Point Questions	10 Point Questions				FIRM	FIRM
				Pts	# Mmbrs	Max Pts	Corporate Care	ARC Physical Therapy
Outstanding	25 - 30	17 - 20	9 - 10					
Exceeds Acceptable	19 - 24	13 - 16	7 - 8					
Acceptable	13 - 18	9 - 12	5 - 6					
Marginal	0 - 12	0 - 8	0 - 4					
1. Evidence of Experience, Reliability and References: (FORM 3): Consider experience and references listed by the firm/provider on Form 3 of the RFP. Is the provider experienced in providing services similar to that requested in the RFP? . Consider any sub-consultants to be used and their experience (if applicable).				30	3	90	103	90
2. Expertise of Firm Personnel: (FORM 4): Consider comparable experience and background of specific personnel that shall be assigned to the City's project as outlined on Form 4 of the RFP. Also consider the specific involvement of those persons in projects listed on Form 3 of the RFP. Experience on projects of similar scope and size: Project Manager, Project team, sub-consultants (if applicable).				30	3	90	98	90
3. Applicable Resources: (FORM 1, 2, AND 5): / Schedule Evaluate the extent of applicable resources available to the firm / provider to complete the City's project as listed on Forms 1, 2, and 5 of the RFP. Standard Quality Assurance/Quality Control program or procedures the firm has in place. Adequacy of proposed team/resources to complete project within proposed time frame.				10	3	30	24	19
4. Project Approach: (FORM 5): Evaluate the firm/ provider's approach to and understanding of the Scope of Services required in the RFP as evidenced by the project approach out. Project schedule and detailed approach is reasonable/responsive to City's needs. Roles of all involved parties clearly identified. Familiarity with project location as evidenced by proposal (if applicable). Identify/recognize critical or unique issues specific to the project. Adequacy of proposed communications process. Unique approaches that have been successful elsewhere.				20	3	60	69	45
5. Cost: Includes all related cost associated with this project. (FORM 6D):				10	3	30	0	0
				100		300	294	244

Packet Information

File #: TMP-1009, **Version:** 1

An Ordinance approving the award of Bid No. 2018-069 for the purchase of ballistic vests and associated accessories for the Lee's Summit Police Department and authorizing the City Manager to enter into a contract in the form of a purchase order to Ed Roehr Safety Products Co. for the purchase of the same for an amount of \$53,025

Issue/Request:

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-069 FOR THE PURCHASE OF BALLISTIC VESTS AND ASSOCIATED ACCESSORIES FOR THE LEE'S SUMMIT POLICE DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN THE FORM OF A PURCHASE ORDER TO ED ROEHR SAFETY PRODUCTS CO. FOR THE PURCHASE OF THE SAME FOR AN AMOUNT OF \$ 53,025

Key Issues:

The heavy ballistic vests for the police department's tactical team have exceeded the manufacturer's recommended life span of five (5) years. The ballistic vests included in the bid solicitation are separate and differ from normal body armor worn daily by uniformed police officers.

The ballistic vests for the tactical team provide extra critical ballistic protection required for specialized duties. The vests have added collar protection, ballistic sleeves and extra rifle-grade protection above and beyond normal body armor. The vests and their related accessories provide mission critical gear to ensure the operational readiness and availability of a specialized tactical team.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-069 FOR THE PURCHASE OF BALLISTIC VESTS AND ASSOCIATED ACCESSORIES FOR THE LEE'S SUMMIT POLICE DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN THE FORM OF A PURCHASE ORDER TO ED ROEHR SAFETY PRODUCTS CO. FOR THE PURCHASE OF THE SAME FOR AN AMOUNT OF \$ 53,025

Background:

Recently law enforcement officers has faced unprecedented and targeted assaults from motivated and heavily armed assailants. Recent events where officers have been experiencing rifle fire have been noteworthy and particularly troubling. Tactical teams tasked with engaging these types of threats need protective equipment that will reasonably assist them in successful resolutions.

Impact/Analysis:

A total one hundred seventy one (171) potential suppliers were notified via Public Purchase, and the City recieved three (3) bids. The purchase of new ballistic vests and their associated accessories will provide law

enforcement officers with the protection needed for their specialized duties.

The cost of the ballistic vests is \$53,025. These costs were forecast several years ago and money has been set aside over the years for their purchase in the PSERP account of the Police Department.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Major Curt Mansell

Recommendation: Staff recommends approval of AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-069 FOR THE PURCHASE OF BALLISTIC VESTS AND ASSOCIATED ACCESSORIES FOR THE LEE'S SUMMIT POLICE DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN THE FORM OF A PURCHASE ORDER TO ED ROEHR SAFETY PRODUCTS CO. FOR THE PURCHASE OF THE SAME FOR AN AMOUNT OF \$ 53,025

Committee Recommendation: [Enter text here]

BILL NO. 18-

AN ORDINANCE APPROVING THE AWARD OF BID NO. 2018-069 FOR THE PURCHASE OF BALLISTIC VESTS AND ASSOCIATED ACCESSORIES FOR THE LEE'S SUMMIT POLICE DEPARTMENT AND AUTHORIZING THE CITY MANAGER TO ENTER INTO A CONTRACT IN THE FORM OF A PURCHASE ORDER TO ED ROEHR SAFETY PRODUCTS CO. FOR THE PURCHASE OF THE SAME FOR AN AMOUNT OF \$ 53,025.

WHEREAS, the City of Lee's Summit issued Bid No. 2018-069 for the acquisition of new ballistic vests and associated accessories for the Lee's Summit Police Department; and,

WHEREAS, a total one hundred seventy one (171) potential suppliers were notified and three (3) responses were received by the City; and,

WHEREAS, based upon the evaluation of responses, the project evaluation committee recommended award of Bid No. 2018-069, items 4.1 through 4.7 to Ed Roehr Safety Products Co.; and,

WHEREAS, funds for this equipment were budgeted in the Police Department's PSERP account and,

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The City Council of the City of Lee's Summit, Missouri hereby authorizes the award of Bid No. 2018-069, items 4.1 through 4.7 to Ed Roehr Safety Products Co. for the purchase of ballistic vests and associated accessories for the Lee's Summit Police Department in the amount of \$53,025.00.

SECTION 2. The City Council of the City of Lee's Summit hereby authorizes the execution by the City Manager of a contract in the form of a purchase order to Ed Roehr Safety Products Co. in the amount of \$53,025.00 for the purchase of ballistic vests and associated accessories.

SECTION 3. This ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this _____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

BILL NO. 18-

APPROVED by the Mayor of said city this ____ day of _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

City Attorney Brian W. Head

BID RECOMMENDATION SHEET

TO: PD
DATE: 08.27.2018

Review the attached bid and return this form to the Procurement Officer by: _____

Bid Name: Ballistic Vests
Bid Number: 2018-069
Procurement Officer: ddt

Procurement Officer Comments: This will require a Council Packet.

DEPARTMENT RECOMMENDATION - CHECK ONE

ACCEPTANCE OF LOW BID:

I recommend acceptance of the low bid of Ed Roehr Safety Products Co. as it basically meets the specification requirements of the bid.
 Comments: All items except 4.8 and 4.9 Those items were split from the bid and purchased separately in a previous requisition.
 Options to be Included or Special Instructions: _____

ACCEPTANCE OF OTHER THAN LOW BID:

I recommend acceptance of _____ instead of the low bidder for the following reasons:

 Options to be Included or Special Instructions: _____

REJECTION RECOMMENDATION:

I recommend rejecting all bids for the following reasons:

NOTE: I understand that this document is public information and that the reasons listed above may be disclosed to the City Council, Bidder, the Press, and/or any other interested parties.

27573745703 8000-0
Account Number
\$53,025.00

Budget Amount

Department Director or Designate
Police
Department Name
08/27/18
Date

This is the unofficial bid tabulation and only reflects the reading of the bids and not the evaluation process of bids received.

BID NUMBER: 2018-069

PROJECT: Ballistic Vests and Helmets

DATE/TIME: March 30, 2018 @ 3:00 PM

				BIDDER		BIDDER		BIDDER	
				Ed Roehr St. Louis, MO		GT Distributors Austin, TX		Baysinger Wichita, KS	
DESCRIPTION -- DOMESTIC ANIMALS				Est. Qty.	Unit	Unit Price	Total	Unit Price	Total
4.1	Safariland Hardwire B IIIA Ballistics	25	each	\$1,049.00	\$26,225.00	\$1,166.67	\$29,166.75	\$1,120.00	\$28,000.00
4.2	Protech Fast Assault Vest with Advanced Webless Molle and First Speer	25	each	\$419.00	\$10,475.00	\$472.22	\$11,805.50	\$453.33	\$11,333.25
4.3	Protech Fast Assault Vest Lay Down Collar with XT03 IIIA Ballistics	25	each	\$89.00	\$2,225.00	\$105.55	\$2,638.75	\$144.00	\$3,600.00
4.4	Protech Structured Short Arm Guards with XT03 IIIA Ballistics	25	each	\$249.00	\$6,225.00	\$311.11	\$7,777.75	\$266.67	\$6,666.75
4.5	Protech Pouch Set – Any 6 LT Pouches	25	each	\$194.00	\$4,850.00	\$216.67	\$5,416.75	\$208.00	\$5,200.00
4.6	Protech ID Panel Set – 2 Customized ID Panels	25	each	\$22.00	\$550.00	\$23.56	\$589.00	\$18.00	\$450.00
4.7	Protech XCAL LP 10x12 In Conjunction with IIIA Armor, Rifle Plate	25	each	\$99.00	\$2,475.00	\$111.11	\$2,777.75	\$116.50	\$2,912.50
4.8	Protech Delta 4 High Cut with R2S with Ops Core ARC Rails	25	each	\$409.00	\$10,225.00	\$316.67	\$7,916.75	\$430.00	\$10,750.00
4.9	TCI Liberator IV Headset with PTT and ARC Rail Mounts	25	each	\$875.00	\$21,875.00	\$825.00	\$20,625.00	\$842.00	\$21,050.00
TOTAL					\$85,125.00		\$88,714.00		\$89,962.50

Opened By: DT

UNOFFICIAL

Packet Information

File #: TMP-0980, **Version:** 1

An Ordinance authorizing execution of a memorandum of understanding by and between the City of Lee's Summit, Missouri and the Lee's Summit R-7 School District for the DARE Program.

Issue/Request:

Requesting EXECUTION OF A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT FOR THE DARE PROGRAM

Key Issues:

[Enter text here]

Proposed City Council Committee Motion: I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT FOR THE DARE PROGRAM

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT FOR THE DARE PROGRAM

Background:

The City receives funding for the DARE program through the Jackson County COMBAT Commission. The Lee's Summit Police Department has partnered with the LSR-7 and provided DARE education since 1991. This will be the first memorandum of understanding between the City of Lee's Summit, Missouri and the Lee's Summit R-7 School District for the DARE program. Both parties simply desire to define their relationship and duties regarding implementation of the DARE program at District schools.

Impact/Analysis:

Under the MOU, LSPD will provide four officers, who are DARE certified, to provide DARE instruction at the District's elementary and middle schools.

The District has already signed the MOU, and therefore it will take effect on the date the City signs it. The initial term of the MOU expires July 31, 2019, but the MOU will automatically renew in one-year terms each year as long as the City obtains funding for the DARE program. Either party may terminate the MOU for any reason upon 30 days written notice.

Timeline:

File #: TMP-0980, **Version:** 1

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Major John Boenker

Recommendation: Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING EXECUTION OF A MEMORANDUM OF UNDERSTANDING BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-7 SCHOOL DISTRICT FOR THE DARE PROGRAM.

WHEREAS, the City of Lee's Summit, Missouri ("City") received a grant from the Jackson County COMBAT Drug Commission ("COMBAT grant") to assist in defraying the cost of the City's Drug Abuse Resistance Education program (DARE"); and

WHEREAS, DARE is an anti-drug program that teaches students good decision-making skills to help them lead safe and healthy lives; and

WHEREAS, via the COMBAT grant, the City provides law enforcement officers who provide DARE education in the Lee's Summit R-7 School District's ("District") elementary schools ("DARE officers"); and

WHEREAS, the DARE program benefits District students in the second, fourth and sixth grades by providing education to avoid use of tobacco, alcohol, illegal drugs, and other controlled substances, as well as provide skills to avoid related risky behaviors; and

WHEREAS, the Parties desire to define their relationship and duties regarding implementation of the DARE program at District schools.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby approves and authorizes the execution, by the Mayor, of an memorandum of understanding by and between the City of Lee's Summit, Missouri and the Lee's Summit R-7 School District for the DARE program, which is attached hereto and incorporated by reference as if fully set forth herein.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this _____ day of _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Beth Murano, Chief Counsel of Public Safety

**MEMORANDUM OF UNDERSTANDING
REGARDING DARE PROGRAM**

This Memorandum of Understanding ("MOU") is entered into by and between Lee's Summit R-7 School District ("District") and the City of Lee's Summit ("City") (collectively, "the Parties").

WHEREAS, the City received a grant from the Jackson County COMBAT Drug Commission ("COMBAT grant") to assist in defraying the cost of the City's Drug Abuse Resistance Education program ("DARE"), which is effective from January 1, 2018 to December 31, 2018;

WHEREAS, DARE is an anti-drug program that teaches students good decision-making skills to help them lead safe and healthy lives;

WHEREAS, via the COMBAT grant, the City provides law enforcement officers who provide DARE education in the District's elementary schools ("DARE officers");

WHEREAS, the DARE program benefits District students in the second, fourth, and sixth grades by providing education to avoid use of tobacco, alcohol, illegal drugs, and other controlled substances, as well as provide skills to avoid related risky behaviors; and

WHEREAS, the Parties desire to define their relationship and duties regarding implementation of the DARE program at District schools.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties do hereby agree as follows:

1. **Effective Date.** This MOU shall become effective upon execution by the Parties.
2. **Term and Renewal.** The term of this MOU shall be from the Effective Date to July 31, 2019. Thereafter, it shall automatically continue and renew for one-year terms on July 31 of each year that COMBAT funds are provided by the County or so long as the City otherwise obtains funding for the DARE program.
3. **Services.** Based upon available staffing, the City shall provide four (4) DARE officers for instruction at the District's elementary schools and middle schools. The DARE officers shall be responsible for implementing the DARE curriculum at all District elementary schools, specifically providing the DARE program to all second, fourth, and sixth grade students. The City shall work collaboratively with the District to align the DARE curriculum with the District's curriculum and programming to promote the maximum benefit for students.
4. **Qualifications.** The parties agree that officers whom the City assigns to be DARE officers shall demonstrate the following qualifications:
 - a. An interest in working with youth;
 - b. Have DARE certification;
 - c. Be employed and in good standing with the City's Police Department;
 - d. Pass a background check consistent with the requirements detailed in District Policy GBEB, which shall be conducted by the City;

- e. Demonstrate appropriate temperament for working with students, school officials, and diverse groups;
- f. Effective public speaking skills; and
- g. Ability to set a good example to students (on and off duty) and serve as a role model.

5. **Officer Removal.** The parties recognize that the District has the ultimate authority regarding personnel who work within its buildings. The District may decline to accept a DARE officer assignment or may request the removal of a particular officer as a DARE officer, but the District shall not exercise this right unreasonably. In such a circumstance, the following procedure shall apply.

(a) The District and City shall first engage in a dialogue regarding the District's concerns about the officer in question and shall attempt to work cooperatively to resolve the concerns.

(b) If the District and City are unable to resolve the District's concerns informally, the District shall provide written notice of its request to remove the officer from the DARE officer assignment.

6. **Training.** The City shall be solely responsible for all training and professional development of the DARE officers regarding the DARE program. The District shall be solely responsible for training DARE officers regarding District policies, procedures, and any internal programs with which the District asks DARE officers to be familiar. DARE officers shall attend District training to the extent such training is made available during their regular working hours.

7. **Equipment and Technology.** The District will provide each DARE officer with a computer, access to the District's computer network (but not to confidential records stored thereon), and limited access to the District's student information management system (currently, PowerSchool), to the extent permitted by the Family Educational Rights and Privacy Act and Missouri law. The City will be responsible for providing all other equipment requirements to allow DARE officers to execute their duties.

8. **Student Records.** The parties recognize that the District maintains and DARE officers may at times access highly sensitive, private, and confidential student information and student records. The DARE officers shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, et seq. ("FERPA") regarding such access. The City agrees that its DARE officers will not re-disclose, without written consent from a student's parent or guardian, any "protected information", as that term is defined by FERPA, which the DARE officers learn or ascertain from any service under this MOU.

The District shall permit DARE officers only such access to student information and records as is necessary to conduct DARE officers' work, subject always to the sole discretion of the District. The DARE officers shall only access student information and records pursuant to clear direction from each building principal or his or her designee.

9. **Adherence to Board Policy.** DARE officers shall abide by and conform to all applicable District policies and regulations while performing their services to the District. Those policies and regulations are available for review at the District's website, www.lsr7.org/school-board/board-policies. This MOU is subject to any applicable policies and procedures of the District,

regardless of whether those policies and procedures are expressly set forth or referenced in this MOU.

10. **Termination.** Either party may terminate this MOU for any reason by providing thirty (30) days' written notice to the other party.

11. **Continuation of Program.** DARE officer services that have heretofore been provided by the City shall continue without interruption, and upon execution of this MOU shall thereafter be governed by the terms hereof

12. **Assignment.** The parties may not assign their rights or obligations under this MOU without prior written consent of the other party.

13. **Applicable Law.** The validity of this MOU and the rights, obligations and relations of the parties hereunder shall be construed and determined under and in accordance with the laws of the State of Missouri; provided, however, that if any provision of the agreement is determined by a court of competent jurisdiction to be in violation of any applicable law or otherwise invalid or unenforceable, such provision shall to such extent as it shall be determined to be illegal, invalid or unenforceable under such law be deemed null and void, but this agreement shall otherwise remain in full force.

14. **Insurance.** The parties agree and acknowledge that, as Missouri political subdivisions, each maintains appropriate insurance coverage in compliance with Missouri law.

15. **No Hold Harmless.** Each party shall be responsible for the acts and omissions of its respective officers, agents, and employees. The City is not authorized or empowered to make any commitments or incur any obligation on behalf of the School District, but merely provides the services described herein as an independent contractor. Neither the City nor the District agrees to protect or hold harmless the other from any claims of persons or companies for injuries to persons or property arising out of the services herein identified.

16. **Amendments.** To provide necessary flexibility for the most effective execution of this MOU, the parties may amend or modify this MOU by mutual written agreement.

17. **Entire Agreement.** This MOU supersedes any prior agreements or memorandums of understanding between the Parties regarding the subject matter of this MOU. The Parties agree that this document embodies the entire terms and conditions of the MOU described herein, that all words, phrases, sentences, paragraphs, including the recitals hereto, are material to the execution hereof.

18. **Severability.** It is mutually agreed that in case any provision of this MOU is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the MOU shall remain in full force and effect.

19. **Execution in Counterparts.** The Parties agree that this MOU may be signed in identical counterparts and/or facsimile and that all executed copies, whether signed in counterparts, facsimile or otherwise, are duplicate originals, and are equally admissible in evidence.

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by duly authorized representatives.

CITY:

MAYOR

DATE

ATTEST:

CITY CLERK

DATE

SCHOOL DISTRICT:



DR. DENNIS L. CARPENTER, SUPERINTENDENT
LEE'S SUMMIT R-VII SCHOOL DISTRICT

7/20/18
DATE

Packet Information

File #: TMP-0981, **Version:** 3

An Ordinance authorizing execution of an intergovernmental agreement by and between the City of Lee's Summit, Missouri and the Lee's Summit R-VII School District for School Resource Officers in the district's schools.

Issue/Request:

Requesting EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-VII SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS IN THE DISTRICT'S SCHOOLS.

Key Issues:

The City and the Lee's Summit R-VII School District ("District") previously entered into an intergovernmental agreement dated January 9, 2012 to define their relationship regarding use of the City's police officers as SROs for District buildings.

The City and the District desire to update their agreement describing the scope of services to be provided by SROs and the cost of those services and an intergovernmental agreement is needed to define the scope of services of the SROs.

Proposed Committee Motion: I move to recommend to City Council approval of AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-VII SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS IN THE DISTRICT'S SCHOOLS

Background:

The original intergovernmental agreement (IGA) between the City and the District for the School Resource Officer program was approved in 1999. The City has been providing the District with SROs each school year since 1999.

Impact/Analysis:

Under the IGA, the Police Department will assign six (6) full-time officers to serve as SROs at the District's schools. The SROs will remain City employees, but the District will determine which school each SRO is assigned to. The City and the District will coordinate to maximize the SROs' ability to fulfill their purpose as educator, counselor/problem solver, and law enforcement officer.

The District will reimburse the City for the full value of each SRO's salary and benefits for the hours worked on

behalf of the District.

The District has already signed the IGA, and therefore it will take effect on the date the City signs it. The IGA has initial term of two years, and will automatically renew in one-year terms each year until either party terminates it.

Timeline:

Start: ____

Finish: ____

Other Information/Unique Characteristics:

[Enter text here]

Major John Boenker

Recommendation: Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO.

ORDINANCE NO.

AN ORDINANCE AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT BY AND BETWEEN THE CITY OF LEE'S SUMMIT, MISSOURI AND THE LEE'S SUMMIT R-VII SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS IN THE DISTRICT'S SCHOOLS.

WHEREAS, the City and the Lee's Summit R-VII School District ("District") believe that employing police officers within District's schools as "School Resource Officers" ("SROs") promotes the community's desire to provide the safest and highest quality educational opportunities in a caring and safe environment; and

WHEREAS, the City and the District previously entered into an intergovernmental agreement dated January 9, 2012, to define their relationship regarding use of the City's police officers as SROs for District buildings; and

WHEREAS, the City and the District desire to update their agreement describing the scope of services to be provided by SROs and the cost of those services; and

WHEREAS, an intergovernmental agreement is needed to define the scope of services of the SROs.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit hereby approves and authorizes the execution, by the Mayor, of an intergovernmental agreement by and between the City of Lee's Summit, Missouri and the Lee's Summit R-VII School District for School Resource Officers ("SROs"), which is attached hereto and incorporated by reference as if fully set forth herein.

SECTION 2. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this _____ day of _____, 2018.

Mayor William A. Baird

ATTEST:

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Chief Counsel of Public Safety Beth Murano

**AGREEMENT FOR SCHOOL RESOURCE OFFICERS
LEE'S SUMMIT R-7 SCHOOL DISTRICT**

This Agreement is made and entered into by and between the Lee's Summit R-VII School District ("District") and the City of Lee's Summit, Missouri ("City").

WHEREAS, the City and the District believe that employing police officers within District schools as "School Resource Officers" ("SROs") promotes the community's desire to provide the safest and highest quality educational opportunities in a caring and safe environment;

WHEREAS, the City and the District previously entered into an Agreement, dated January 9, 2012 to define their relationship regarding use of the City's police officers as SROs for District buildings; and

WHEREAS, the City and the District desire to update their agreement describing the scope of services to be provided by SROs and the cost of those services.

NOW, THEREFORE, in consideration of mutual services and mutual benefits from the parties hereto, the City and the District agree as follows:

1. Goals

The following are the District's and the City's shared goals for the SRO program.

- (a) Provide a safe, secure, and respectful school environment;
- (b) Enhance the community partnership between Lee's Summit law enforcement officers and the District's students; and
- (c) Provide educational programming to students from trained officers regarding use of tobacco, alcohol, controlled substances, and illegal and other drugs, violence prevention and de-escalation, and other safety issues as appropriate.

2. School Resource Officer Role

The role of school resource officers is based on the "triad" approach developed by the National Association of School Resource Officers and its Missouri affiliate. This philosophy envisions an SRO fulfilling three roles: educator, counselor/problem solver, and law enforcement officer.

3. Employment Relationship

SROs shall be employed solely by the City and shall not be employees of the District, nor shall the District be considered as a joint employer of SROs. As such, SROs will work under the direction and control of the Chief of Police and will be subject to all times to City rules and regulations. While providing services on the District's behalf, however, SROs will also adhere to all District Board Policies, which are available at <http://www.lsr7.org/school-board/board-policies/>.

The City and District shall coordinate all SRO activities between the District's Director of Student Services (or his or her designee) and the Chief of Police (or his or her designee) with the goal of maximizing the SROs' abilities to assist the District within the City's constraints.

Notwithstanding any provision of this Agreement to the contrary, however, the City and the District agree that SROs may themselves conduct searches of students or their property only if there is

probable cause for such a search, or there exists a legally-recognized exception to the requirement that an SRO have probable cause for such a search.

4. **Scope of Services**

(a) Based upon available staffing, the City shall designate six (6) full-time officers who shall be assigned for duty at the District's respective high schools and/or middle schools, as specified by the District, within the corporate boundaries of the City of Lee's Summit.

(b) The designated SROs shall provide services for at least each day the District's schools are in regular session, currently 182 days per school year. The District may elect and the City may further agree to provide certain SROs for services during the District's summer session.

(c) Pursuant to this Agreement, and consistent with the triad approach, SROs will provide the following services:

(i) School security, including assistance in maintaining order in school facilities;

(ii) Enforcement of the law, including the investigation and reporting of crimes occurring in district facilities;

(iii) Serve as a resource to students in matters relating to law enforcement;

(iv) Serve as a resource for programs which address safety issues, violence prevention/diffusion, and alcohol, tobacco, and other drug related issues;

(v) Develop expertise and provide educational programming to students, including topics such as basic laws, roles of the police, and police mission;

(vi) Monitor and acquire information regarding specific threats which may result in violent, disruptive, and abusive situations in a school facility;

(vii) Assist District personnel in the reduction of school truancy;

(viii) Develop familiarity with local community agencies that offer assistance to students and their families such as mental health clinics, drug treatment centers, etc.;

(ix) Maintenance of records pertaining to the performance of services by the SROs (to be maintained by the City);

(x) Such additional services as may be identified as productive to the welfare of students and school staff and the overall promotion of a safe school environment.

5. **Officer Selection**

The parties agree that officers whom the Chief of Police assigns to be SROs shall demonstrate the following qualifications:

(a) An interest in working with youth;

- (b) Be employed and in good standing with the City's Police Department;
- (c) Pass a background check consistent with the requirements detailed in District Policy GBEB, which shall be conducted by the City;
- (d) Demonstrate appropriate temperament for working with students, school officials, and diverse groups;
- (e) Possess high level problem solving ability, initiative, and willingness to work independent of direct supervision
- (f) Effective public speaking skills; and
- (g) Ability to set a good example to students (on and off duty) and serve as a role model.

Officers shall be selected, appointed, and assigned by the City's Chief of Police to the position of SRO in cooperation with the District, and based upon the qualities identified in this section.

6. **Removal and Reassignment**

The parties recognize that the District has the ultimate authority regarding personnel who work within its buildings. The District may decline to accept an SRO assignment or may request the removal of a particular officer as an SRO, but the District shall not exercise this right unreasonably. In such a circumstance, the following procedure shall apply.

- (a) The District and City shall first engage in a dialogue regarding the District's concerns about the officer in question and shall attempt to work cooperatively to resolve the concerns.
- (b) If the District and City are unable to resolve the District's concerns informally, the District shall provide written notice of its request to remove the officer from the SRO assignment.

In the event of the resignation, dismissal, reassignment, death or long-term absence of an SRO, the City shall make every attempt to assign a replacement SRO; however, the City shall only make SRO assignments when available staffing levels at the Lee's Summit Police Department permit.

7. **Working Hours**

- (a) **Regular Duty.** SROs shall be assigned to their respective school buildings on a full-time basis during those 182 days and hours the school is in regular session. The District shall have the option to request that each SRO's assignment further include up to three (3) weekdays in the week preceding the commencement of the regular school year and up to five (5) weekdays after the conclusion of the regular session. On early release days, the District may require the SRO to attend District meetings or trainings during the remainder of the day.

Each SRO's regular working hours within each building shall be established between the building principal and the SRO with final approval provided by the Chief of Police as required by City rules. Those working hours may be adjusted on a situational basis with the building principal's consent and, as required by City rules, the Chief of Police's (or his or her designee) consent. Such adjustments should be approved prior to their occurrence and shall be used to cover school-related activities requiring the presence of a law enforcement officer.

(b) **Extra Duty.** Where the District desires the presence of a law enforcement officer at events outside of regular duty hours and the particular building's assigned SRO is unable to adjust his or her daily schedule as described in the prior subsection, the City may make other officers available to fulfill the need through the Special Detail Assignment (SDA) program. The District shall communicate all such requests to the Chief of Police (or designee).

(c) **Absences.** The parties recognize that an SRO's absence from his or her assignment poses a burden to that building's safe and orderly operation. The parties agree that the City will make reasonable efforts, based upon available staffing as set out in 4A, to provide a substitute officer for any SRO absence that is reasonably known in advance—such as planned vacations or anticipated medical leaves. For unexpected absences, such as the officer's own illness, the City shall make a reasonable effort to provide a substitute officer.

Consistent with its reimbursement obligations in Section 8, the District will not be responsible to reimburse the City for any day in which an SRO is absent where no substitute is provided, regardless of the reason for the absence.

8. Compensation and Payment

The City shall be solely responsible for paying and providing any employment benefits to the officers assigned as SROs. The District shall reimburse the City as follows.

(a) Upon receipt of proper invoicing from the City, the District shall promptly reimburse the City for the value of the full salary and benefits of each assigned SRO, calculated on a daily basis, for all hours actually worked as SROs in service to the District.

(b) The City's Finance Department shall determine a method of billing and compensation in cooperation with the District's Purchasing Department.

(c) Hours worked by SROs in excess of an officer's 8-hour workday shall be reimbursed by the District in the amount of 1.5 times the officer's regular rate of pay.

The City shall provide the District with the total for each assigned officer's weekly salary and benefits at the beginning of each school year to allow the District to make cost projections.

9. Equipment/Technology

The District will provide each SRO with a workspace, a secure weapon storage area, a computer, access to the District's computer network (but not to confidential records stored thereon), and limited access to the District's student information management system (currently, PowerSchool), to the extent permitted by the Family Educational Rights and Privacy Act and Missouri law. The City will be responsible for providing all other equipment and facility requirements to allow SROs to execute their duties.

10. Student Records

The parties recognize that the District maintains and SROs may at times access highly sensitive, private, and confidential student information and student records. The SROs shall comply with the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g, et seq. ("FERPA") regarding such access. The City agrees that its SROs will not re-disclose, without written consent from a student's parent or guardian, any "protected information", as that term is defined by FERPA, which the SROs learn or ascertain from any service under this Agreement.

11. Training

The City shall be solely responsible for all law enforcement-related training and professional development of its officers.

The District shall be solely responsible for training SROs regarding District policies, procedures, and any internal programs with which the District asks SROs to be familiar. SROs shall attend such District training to the extent such training is made available during their regular working hours.

12. Term

SRO services that have heretofore been provided by the City shall continue without interruption, and upon execution of this Agreement shall thereafter be governed by the terms hereof. Subject to Section 17 of this Agreement, the term of this Agreement shall continue for two years from the date of final execution of this Agreement. Thereafter, it shall renew automatically for additional one-year terms on each subsequent annual anniversary date of the date of final execution of this Agreement.

13. Assignability

The parties agree that the rights and interests contained in the Agreement shall not be assigned, transferred, conveyed or otherwise disposed of without the written consent of the other.

14. Compliance with Law

All parties shall comply with all applicable federal, state and local laws, and Lee's Summit ordinances, codes and regulations. Both parties affirm their compliance with Mo. Rev. Stat. § 285.530.1

15. Insurance

The parties agree and acknowledge that, as Missouri political subdivisions, each maintains appropriate insurance coverage in compliance with Missouri law.

16. No Hold Harmless

Each party shall be responsible for the acts and omissions of its respective officers, agents, and employees. The City is not authorized or empowered to make any commitments or incur any obligation on behalf of the School District, but merely provides the services described herein as an independent contractor. Neither the City nor the District agree to protect or hold harmless the other from any claims of persons or companies for injuries to persons or property arising out of the services herein identified.

17. Termination

This Agreement may be terminated by either party when written notification is made 90 days prior to the date of termination. Said notification shall be made to the legal address of the other party.

18. Notice

Any notice required by this Agreement is deemed to be given if it is mailed by United States certified mail, postage prepaid, and addressed as hereinafter specified.

Travis Forbes, Chief of Police
City of Lee's Summit Police Department
10 NE Tudor Road Lee's Summit, MO 64086

Dr. Dennis L. Carpenter
Superintendent
Lee's Summit R-VII School District
301 NE Tudor Road
Lee's Summit, MO 64086

19. Amendments

To provide necessary flexibility for the most effective execution of this Agreement, the parties may amend or modify this Agreement by mutual written agreement.

20. Severability

It is mutually agreed that in case any provision of this Agreement is determined by a court of law to be unconstitutional, illegal, or unenforceable, it is the intention of the parties that all the other provisions of the Agreement shall remain in full force and effect.

21. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to its subject matter and any prior agreements, understandings, or other matters, including, whether oral or written, are hereby merged into and made a part hereof, and are of no further force and effect

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto executed this Agreement by duly authorized representatives.

ATTEST:

CITY:

City Clerk

Mayor

Date

Date

SCHOOL DISTRICT



Dr. Dennis L. Carpenter, Superintendent
Lee's Summit R-VII School District

7/20/18
Date

Packet Information

File #: TMP-1014, **Version:** 1

AN ORDINANCE APPROVING THE EXECUTION OF TWO GRANT AGREEMENTS BY AND BETWEEN THE STATE OF MISSOURI, DEPARTMENT OF TRANSPORTATION TRAFFIC AND HIGHWAY SAFETY DIVISION AND THE CITY OF LEE'S SUMMIT MISSOURI FOR THE MISSOURI HIGHWAY SAFETY PROGRAM.

Issue/Request:

The City, through the LSPD, applied for and has been awarded two grants by the Missouri Department of Transportation, Traffic and Highway Safety Division. The first grant awarded the City \$33,042.35 for a Hazardous Moving Violation Project, and the second grant awarded the City \$23,000.00 for an Impaired Driving Enforcement/DWI Saturation Project. The grants will provide the City with funding to implement programs intended to reduce the number and severity of traffic crashes occurring on Missouri roadways and reduce traffic fatalities and injuries.

Under first grant agreement, the City will be reimbursed for funds spent on programs that reduce speeding and aggressive driving within the City borders. Funds from the second grant agreement will be spent on programs that reduced impaired driving in the City. Both grant agreements have a term starting October 1, 2018 and ending September 30, 2019.

The LSPD desires the City to accept the grant awards by passing this ordinance and executing the grant agreements with the Missouri Department of Transportation, Traffic and Highway Safety Division for the Hazardous Moving Violation Project and the Impaired Driving Enforcement/DWI Saturation Project.

Proposed Committee Motion:

I move to recommend for approval to the City Council AN ORDINANCE APPROVING THE EXECUTION OF TWO GRANT AGREEMENTS BY AND BETWEEN THE STATE OF MISSOURI, DEPARTMENT OF TRANSPORTATION TRAFFIC AND HIGHWAY SAFETY DIVISION AND THE CITY OF LEE'S SUMMIT MISSOURI FOR THE MISSOURI HIGHWAY SAFETY PROGRAM.

Background:

For the past several years, the Lee's Summit Police Department has worked with the MoDOT Highway Safety and Traffic Division on their highway safety campaigns. Some of the past campaigns have included:

- Click it or Ticket
- You Drink, You Drive, You Lose
- Operation Safe Teen
- Hazardous Moving Enforcement

- DWI Enforcement
- Aggressive Driver Enforcement

Grants through MoDOT have funded these past initiatives.

The grant funding is for 2018 - 2019 and will pay for overtime, training, and equipment to execute a hazardous moving violation project, and a DWI enforcement project. The passage of this ordinance and execution of these agreements will constitute acceptance of the grant awards.

Timeline:

Start: October 1st, 2018

Finish: September 30th, 2019

Major C. Mansell

Recommendation: Staff recommends approval.

Committee Recommendation: [Enter Committee Recommendation text Here]

BILL NO. 16-

AN ORDINANCE APPROVING THE EXECUTION OF TWO GRANT AGREEMENTS BY AND BETWEEN THE STATE OF MISSOURI, DEPARTMENT OF TRANSPORTATION TRAFFIC AND HIGHWAY SAFETY DIVISION AND THE CITY OF LEE'S SUMMIT MISSOURI FOR THE MISSOURI HIGHWAY SAFETY PROGRAM.

WHEREAS, the City of Lee's Summit, Missouri ("City"), through its police department, applied for and has been awarded a grant by the Missouri Department of Transportation, Traffic and Highway Safety Division in the amount of \$33,042.35 for a Hazardous Moving Violation Project and a grant in the amount of \$23,000.00 for an Impaired Driving Enforcement/DWI Saturation Project for the period October 1, 2018 through September 30, 2019; and,

WHEREAS, the grants will assist the City with funding to reduce the number and severity of traffic crashes occurring on Missouri roadways and reduce traffic fatalities and injuries; and,

WHEREAS, on February 1, 2018, the City Council passed Resolution 18-02 supporting the application for grant funding and the City's participation in the Missouri Highway Safety Program; and,

WHEREAS, the City desires to accept the grant award by entering into agreements with the Missouri Department of Transportation, Traffic and Highway Safety Division for the Hazardous Moving Violation Project and the Impaired Driving Enforcement/DWI Saturation Project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. The State of Missouri, Department of Transportation Traffic and Highway Safety Division grant award of \$33,042.35 for a Hazardous Moving Violation Project and a grant award in the amount of \$23,000.00 for an Impaired Driving/ DWI Saturation Project, is hereby approved and the Mayor is hereby authorized to execute any and all documents necessary to accept such grant awards on behalf of the City of Lee's Summit, Missouri.

SECTION 2. This Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2018.

ATTEST:

Mayor William A. Baird

City Clerk Trisha Fowler Arcuri

APPROVED by the Mayor of said city this _____ day of _____ 2018.

BILL NO. 16-

ATTEST:

Mayor William A. Baird

City Clerk Trisha Fowler Arcuri

APPROVED AS TO FORM:

Chief Counsel of Public Safety Beth Murano

830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
573-751-4161
1-800-800-2358
Fax: 573-634-5977

August 17, 2018

Chief Travis Forbes
Lee's Summit Police Dept.
10 NE Tudor Rd
Lee's Summit, MO 64063-2313

Dear Chief Forbes:

Enclosed is a contract between the Highway Safety and Traffic Division and the Lee's Summit Police Dept. for a HMV Enforcement project.

The project obligates \$33,042.35 in federal funds for the period October 01, 2018 through September 30, 2019. All expenditures should be claimed against project #19-PT-02-019.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Highway Safety and Traffic Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Scott Wilson, Senior System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

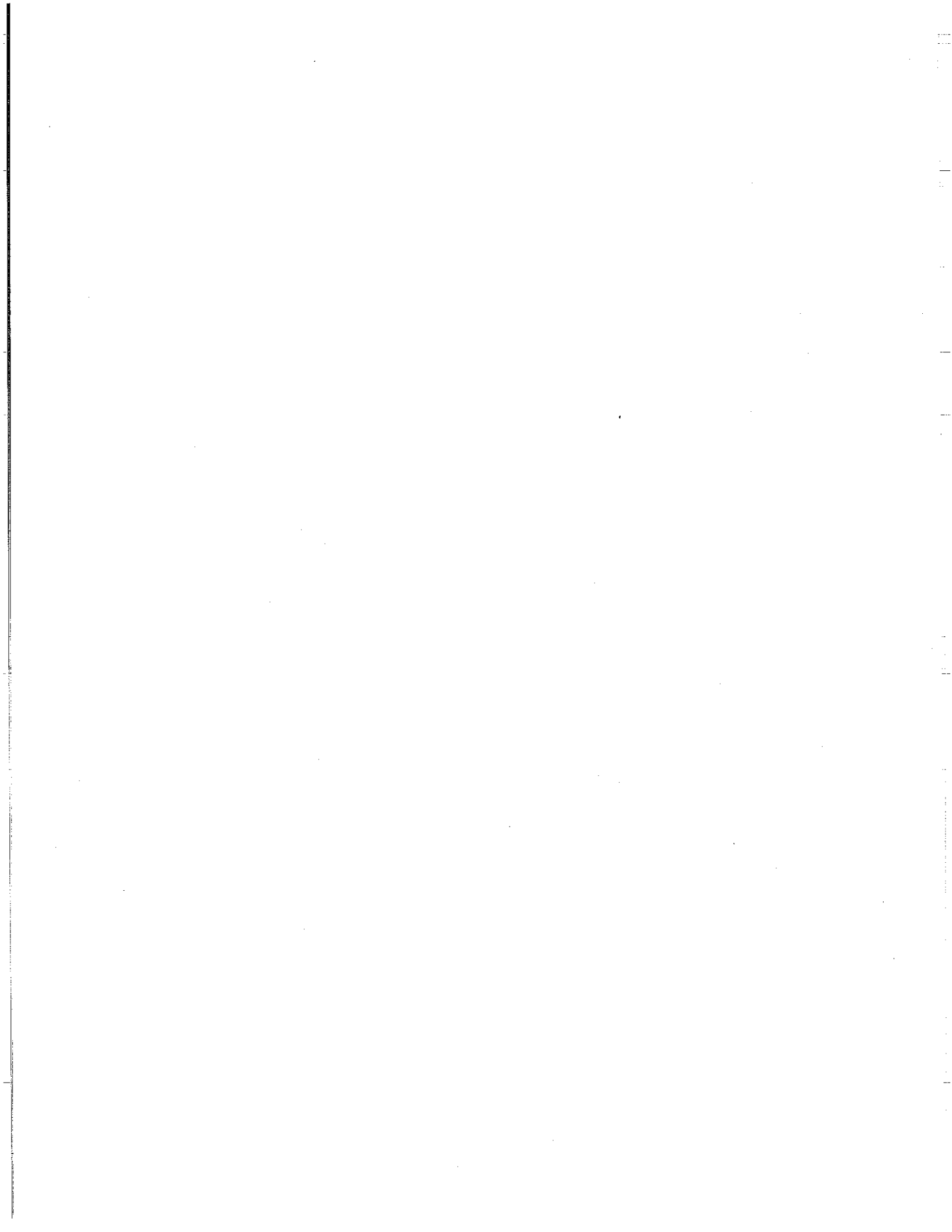
Sincerely,



Jon Nelson
Asst. to State Highway Safety Traffic Engineer

Enclosure





CONTRACT

Form HS-1

Revision Reason: Wording

Version: 2

05/07/2018

Missouri Department of Transportation
Highway Safety and Traffic Division
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: HMV Enforcement
Project Number: 19-PT-02-019
Project Category: Police Traffic Services
Program Area: Police Traffic Services

Funding Source: 402 / 20.600

Name of Grantee
Lee's Summit Police Dept.

Type of Project: Initial

Grantee County
Jackson

Started: 10/01/2018

Grantee Address
10 NE Tudor Rd

State:

Federal Funds Benefiting

Local: \$33,042.35

Total: \$33,042.35

Lee's Summit, MO 64063-2313

Source of Funds
Federal: \$33,042.35

Telephone
816-969-1700

Fax
816-969-1635

State:

Local: \$0.00

Total: \$33,042.35

Contract Period
Effective: 10/01/2018
Through: 09/30/2019

Prepared By
Wilson, Scott

Authorizing Official

Date

Project Director

Date

Highway Safety Director

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$33,042.35**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT

A. PROCUREMENT: Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

CONTRACT CONDITIONS - PAGE 3

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. 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. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
 1. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient-or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

X. PRODUCTION & DEVELOPMENT COSTS Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

XI. INDEMNIFICATION Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

A. To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT 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 Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.

B. The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:

1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC'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 MHTC, and the MoDOT and its employees, as additional named insured's 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.

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.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT 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 Subrecipient's performance of its obligations under this Agreement.

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

XIII. MHTC REPRESENTATIVE The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. ASSIGNMENT The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

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

XVI. 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.

XVII. SECTION HEADINGS All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

XVIII. NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIGINATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

*The Highway Safety and Traffic Division is aware of the pending 2018 change in CFDA numbers to Assistance Listings. At the time of this contract preparation, the final format of revised CFDA/Assistance Listings was not available from the U.S. General Services Administration (GSA). Once final CFDA numbers are available, the Highway Safety and Traffic Division will provide them via memo.

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The Subrecipient's policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 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 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

XXIII. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or an explanation shall disqualify such 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. 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 a 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

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- b. 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 record, making false statements, or receiving stolen property;
 - c. 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 (1) (b) of this certification; and
 - d. 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.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- 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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "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 and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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 a 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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 participation in this transaction 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.

XXV. BUY AMERICA ACT
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
 2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.
- www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 1. Title of the class
 2. Date(s) and location of class
 3. Printed Name and signature of attendees (unless otherwise prohibited)
 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejis.org/>.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non- POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

PROBLEM IDENTIFICATION

Aggressive driving can be any one of us, when we make the choice to drive over the speed limit; change lanes several times in a short distance and/or follow too closely. Aggressive driving is a costly decision, often made in an instant, but can have lifelong consequences. According to the National Highway Traffic Safety Administration, aggressive driving is when an individual commits a combination of moving traffic offenses so as to endanger other persons or property. During the last five years, the combination of aggressive driving behaviors contributed to 53 percent of fatalities and 46 percent of serious injuries in Missouri. Speed-related conditions, including exceeding the speed limit and too fast for conditions, accounted for the most fatalities of all aggressive driving behaviors. Nearly 40 percent of all Missouri fatalities over the last five years were speed-related.

According to the Missouri State Highway Patrol crash statistics, there were 66,370 motor vehicle crashes investigated by all law enforcement agencies in Jackson County from 2014-2016. Out of 66,370 crashes investigated, 1,433 resulted in disabling injury and 217 fatalities.

The City of Lee's Summit consistently has problems with speed-involved crashes. The following shows comparative analysis of where Lee's Summit ranks as compared to other cities and counties in Missouri for speed-involved crashes.

Fatal Speed Involved Crashes:
7th in the State

Speed Involved Crashes:
8th in the State

The City of Lee's Summit covers approximately 65 square miles and encompasses several State Highways, one Interstate and one US Highway. Lee's Summit also has major intersections / corridors off these Highway Systems that handle a large amount of motor vehicle traffic. The high crash times are from 6:00 a.m to 10:00 p.m., where there is a considerable drop off.

In 2017 the Lee's Summit Police Department issued 10,531 citations and 8,654 written warnings. Below is a breakdown of a few of the citation Categories:

- Ø Speeding - 5,325
- Ø DWI - 158
- Ø Lane Violation - 194
- Ø Signs and Signals - 431
- Ø Seatbelt - 225

GOALS/OBJECTIVES

Core Performance Measure Goals

1. To decrease speeding related fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 304.2 (2011-2015 moving average) to 294.8 (2014-2018 moving average) by December 31, 2018.

Other Performance Measure Goals

1. To decrease aggressive driving-related fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 428.2 (2011-2015 moving average) to 430.9 (2014-2018 moving average) by December 31, 2018.

Develop and implement a plan that focuses on hazardous moving violations at high crash locations and corridors.

PROJECT DESCRIPTION

The Lee's Summit Police Department (LSPD) will have sworn police officers conduct hazardous moving violation (HMV) enforcement in an effort to educate the motoring public on the dangers associated with aggressive driving. This is anticipated to be a continuing effort throughout the year. Officers will focus on high crash/complaint areas, and / or areas known for dangers associated with aggressive driving, such as the Interstate, State Highways, and local thoroughfares. In 2017 LSPD worked 2,025 motor vehicle crashes.

LSPD consists of 147 sworn police personnel most of whom are able to effectively conduct enforcement. The officers have the ability to utilize in-car radar systems and or lidar speed detection devices for these efforts. Lee's Summit PD also utilizes mobile ticketing, which allows for an efficient interaction with motorists and provides a good tracking system for not only the police department, but the court as well.

SUPPLEMENTAL INFORMATION

<u>Question</u>	<u>Answer</u>
You must answer the following questions:	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
<p align="center">Due to the sobriety checkpoints becoming unfunded, LSPD did not utilize all monies awarded. The sobriety checkpoint ruling was detrimental to our efforts. These checkpoints are expensive to run and with the monies being pulled it made it nearly impossible to effectively spend our allotted amount.</p>	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18	Total number of DWI violations written by your agency.	212
19	Total number of speeding violations written by your agency.	2,092
20	Total number of HMV violations written by your agency.	3,818
21	Total number of child safety/booster seat violations written by your agency.	12
22	Total number of safety belt violations written by your agency.	225
23	Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24	Total number of traffic crashes.	4,901
25	Total number of traffic crashes resulting in a fatality.	10
26	Total number of traffic crashes resulting in a serious injury.	64
27	Total number of speed-related traffic crashes.	578
28	Total number of speed-related traffic crashes resulting in a fatality.	5
29	Total number of speed-related traffic crashes resulting in a serious injury.	8
30	Total number of alcohol-related traffic crashes.	149
31	Total number of alcohol-related traffic crashes resulting in a fatality.	2
32	Total number of alcohol-related traffic crashes resulting in a serious injury.	9
33	Total number of unbuckled fatalities.	4
34	Total number of unbuckled serious injuries.	8

Enter your agency's information below.

35	Total number of commissioned law enforcement officers.	147
36	Total number of commissioned patrol and traffic officers.	90
37	Total number of commissioned law enforcement officers available for overtime enforcement.	147
38	Total number of vehicles available for enforcement.	35
39	Total number of radars/lasers.	32

40	Total number of in-car video cameras.	45
41	Total number of PBTs.	32
42	Total number of Breath Instruments.	2

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Officers will focus on top crash locations as recorded in the LSPD Records Management System (RMS). They will also focus on high traffic complaint areas as reported by citizens who often request assistance with enforcement. The City of Lee's Summit has one Interstate (I-470), one US highway (US 50 Hwy.) and several state highway's that run through the city. Lee's Summit is over 65 square miles and has many roadways and thoroughfares that connect the city.

The city has seen an increase in traffic crashes over recent years as the population continues to climb over 100,000 citizens. There are major intersections in the city that handle large amounts of traffic on a daily basis. These areas typically contribute to the top crash locations within the city. It is anticipated that officers will show a strong presence in these particular areas in an effort to educate drivers of the consequences of aggressive and / or poor driving behaviors.

44 Enter the number of enforcement periods your agency will conduct each month. 25

45 Enter the months in which enforcement will be conducted.

Enforcement efforts will be conducted throughout the year.

46 Enter the days of the week in which enforcement will be conducted.

Monday through Sunday.

47 Enter the time of day in which enforcement will be conducted.

Enforcement efforts will be conducted beginning in the early morning hours beginning around 6:00 a.m and go through the evening rush hours, typically ending around 10:00 p.m.. This is in conjunction with reported crash data .

48 Enter the number of officers assigned during the enforcement period. 14

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis .

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically ;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Equipment							
	Radar	Signal Pro Laser 4	1.00	\$2,530.05	\$2,530.05	\$0.00	\$2,530.05
	Radar	Stalker 2X	1.00	\$3,060.30	\$3,060.30	\$0.00	\$3,060.30
	Radar	4 ft. Antenna Cable 155-2055-04 Plugs into the back of the Stalker 2X, DSR, and DUAL co... Price: \$81.00	1.00	\$81.00	\$81.00	\$0.00	\$81.00
	Radar	20 ft. Antenna Cable 155-2055-20 Plugs into the back of the Stalker 2X, DSR, and DUAL co... Price: \$121.00	1.00	\$121.00	\$121.00	\$0.00	\$121.00
					\$5,792.35	\$0.00	\$5,792.35
Personnel							
	Overtime and Fringe	Overtime for commissioned officers to conduct HVM enforcement.	1.00	\$25,000.00	\$25,000.00	\$0.00	\$25,000.00
					\$25,000.00	\$0.00	\$25,000.00
Training							
	Professional Development	Three officers to attend the LETSAC Conference.	3.00	\$750.00	\$2,250.00	\$0.00	\$2,250.00
					\$2,250.00	\$0.00	\$2,250.00
Total Contract					\$33,042.35	\$0.00	\$33,042.35

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	Word	2019 MoDOT Grant Resl	02/08/2018

Missouri Department of Transportation

830 MoDOT Drive
P.O. Box 270
Jefferson City, MO 65102
573-751-4161
1-800-800-2358
Fax: 573-634-5977

August 17, 2018

Chief Travis Forbes
Lee's Summit Police Dept.
10 NE Tudor Rd
Lee's Summit, MO 64063-2313

Dear Chief Forbes:

Enclosed is a contract between the Highway Safety and Traffic Division and the Lee's Summit Police Dept. for a DWI Saturation Enforcement project.

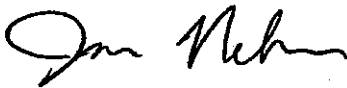
The project obligates \$23,000.00 in federal funds for the period October 01, 2018 through September 30, 2019. All expenditures should be claimed against project #19-M5HVE-03-006.

Please review this contract carefully for any discrepancies or questions. If acceptable, have the appropriate individuals sign the Contract Cover Page and have the Project Director **initial at the bottom of each page** to indicate that he/she has reviewed the contract. The Authorizing Official and Project Director signatures on the contract must be signed by two separate individuals. After signing, please return all pages of the contract to the Highway Safety and Traffic Division.

This contract does not become effective until the Highway Safety Director has approved and signed it. No costs can be incurred by your agency prior to the Director's approval. Once the Director approves the contract, a fully executed copy will be returned to your agency.

If you have any questions concerning the project activity or reimbursement procedures, please contact Scott Wilson, Senior System Management Specialist at 573-751-5408. We look forward to working with you and your staff.

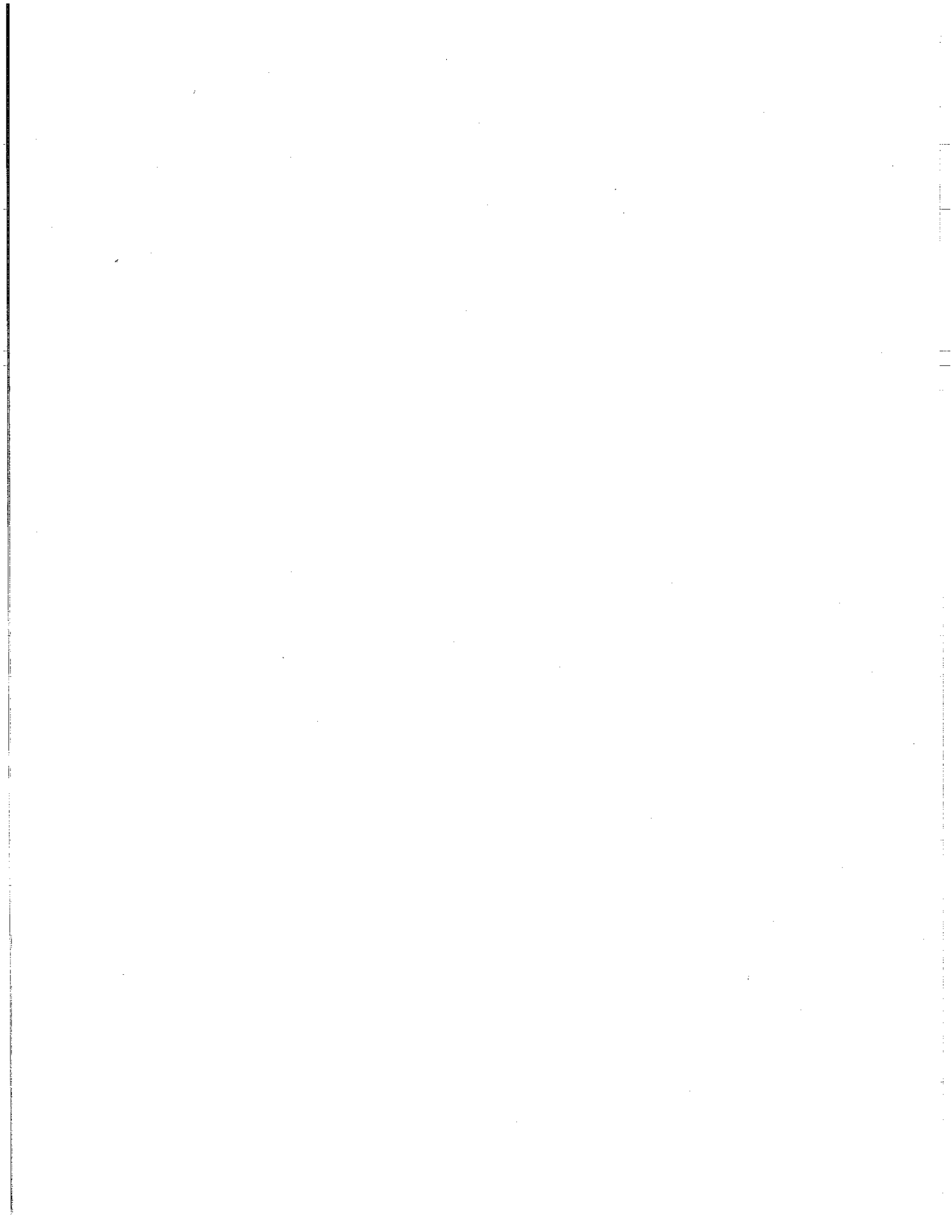
Sincerely,



Jon Nelson
Asst. to State Highway Safety Traffic Engineer

Enclosure





CONTRACT

Form HS-1

Version: 1

05/03/2018

**Missouri Department of Transportation
Highway Safety and Traffic Division**
P.O. Box 270
830 MoDOT Drive
Jefferson City, MO 65102
Phone: 573-751-4161
Fax: 573-634-5977

Project Title: DWI Saturation Enforcement
Project Number: 19-M5HVE-03-006
Project Category: 405d Mid HVE
Program Area: Impaired Driving

Name of Grantee
Lee's Summit Police Dept.

Funding Source: 405d / 20.616

Grantee County
Jackson

Type of Project: Initial

Started: 10/01/2018

Grantee Address
10 NE Tudor Rd

Lee's Summit, MO 64063-2313

State:

Federal Funds Benefiting

Local: _____ \$23,000.00

Total: _____ \$23,000.00

Telephone
816-969-1700

Fax
816-969-1635

Source of Funds

Federal: \$23,000.00

State:

Local: _____ \$0.00

Total: _____ \$23,000.00

Contract Period
Effective: 10/01/2018
Through: 09/30/2019

Prepared By
Wilson, Scott

Authorizing Official

Date

Project Director

Date

Highway Safety Director

Date

It is mutually agreed by the parties executing this contract to the following: the reimbursable costs shall not exceed the **total obligated amount of \$23,000.00**; the recipient of funds shall proceed with the implementation of the program as detailed in attached forms (which become part of this agreement) and shall adhere to conditions specified in attachments (which become part of this agreement); all Federal and State of Missouri laws and regulations are applicable and any addendums or conditions thereto shall be binding; any facilities and/or equipment acquired in the connection with this agreement shall be used and maintained for highway safety purposes; the recipient of funds must comply with the Title VI of the Civil Rights Act of 1964, and the Federal Funds from other sources, excluding Federal Revenue Sharing Funds, will not be used to match the Federal funds obligated to this project.

IN ORDER TO RECEIVE FEDERAL FUNDING, THE SUBRECIPIENT AGREES TO COMPLY WITH THE FOLLOWING CONDITIONS IN ADDITION TO THOSE OUTLINED IN THE NARRATIVE OF THE CONTRACT.

I. RELATIONSHIP

The relationship of the Subrecipient to the Missouri Highways and Transportation Commission (MHTC) shall be that of an independent contractor, not that of a joint enterpriser. The Subrecipient shall have no authority to bind the MHTC for any obligation or expense without the express prior written approval of the MHTC. This agreement is made for the sole benefit of the parties hereto and nothing in the Agreement shall be construed to give any rights or benefits to anyone other than the MHTC and the Subrecipient.

II. GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4 - Highway Safety Act of 1966, as amended
- Sec. 1906, Pub. L. 109-59, as amended by Sec. 4011, Pub. L. 114-94
- 23 CFR part 1300 - Uniform Procedures for State Highway Safety Grant Programs
- 2 CFR part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 2 CFR part 1201 - Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

III. INTERGOVERNMENTAL REVIEW OF FEDERAL PROGRAMS

The State has submitted appropriate documentation for review to the single point of contact designated by the Governor to review Federal programs, as required by Executive Order 12372 (Intergovernmental Review of Federal Programs).

IV. EQUIPMENT

A. PROCUREMENT: Subrecipient may use its own procurement regulations which reflect applicable state/local laws, rules and regulations provided they adhere to the following:

1. Equipment with a cost of \$3,000 or more must be purchased on a competitive bid basis, or purchased through use of state cooperative procurement;
2. Price or rate quotations shall be solicited from at least three (3) qualified sources;
3. All procurement transactions, regardless of whether by sealed bids or by negotiation, shall be conducted in a manner that provides maximum open and free competition;
4. Subrecipients shall have a clear and accurate description of the item to be purchased. Such description shall not, in competitive procurements, contain features that unduly restrict competition. A "brand name or equal" description may be used as a means to define the performance or other requirement of a procurement;
5. If for some reason the low bid is not acceptable, the Subrecipient must have written approval from the MHTC prior to bid approval and purchase.
6. Subrecipients will make a good faith effort to utilize minority and women owned businesses within resource capabilities when procuring goods and services.

B. DISPOSITION: The Subrecipient shall make written request to the MHTC for instructions on the proper disposition of all items of equipment provided under the terms of this contract with a cost of \$5,000 or more. Subrecipient must keep and maintain equipment with a cost of under \$5,000 until it is no longer useful for its originally intended purpose.

C. REPLACEMENT: No equipment may be funded on a replacement basis. Participation in equipment and manpower projects must be in addition to the Subrecipient's previous twelve months authorized strength.

V. FISCAL RESPONSIBILITY

A. MAINTENANCE OF RECORDS: The Subrecipient agrees that the Commission and/or its designees or representatives shall have access to all records related to the grant. The Subrecipient further agrees that the Missouri Department of Transportation (MoDOT) Highway Safety and Traffic (HS) Division, the National Highway Traffic Safety Administration (NHTSA), the Federal Highway Administration (FHWA) and/or any Federal audit agency with jurisdiction over this program and the Auditor of the State of Missouri or any of their duly authorized representatives may have access, for purpose of audit and examinations, to any books, documents, papers or records maintained by the Subrecipient pertaining to this contract and further agrees to maintain such books and records for a period of three (3) years following date of final payments.

CONTRACT CONDITIONS - PAGE 3

B. REIMBURSEMENT VOUCHER, SUPPORTING DOCUMENTATION AND PAYMENT SCHEDULE: The MHTC agrees to reimburse the Subrecipient for accomplishment of all authorized activities performed under this contract. Reimbursement proceedings will be initiated upon the receipt of a claim voucher and supporting documentation from the Subrecipient, as required by the MHTC. The voucher must reflect actual costs and work accomplished during the project period, to be submitted on the appropriate MHTC certified payroll form or in a format approved by the MHTC, and shall include project number, project period, hours worked, rate of pay, any other allowable expenditures, and must be signed by the person preparing the voucher and the project director or authorizing official. Vouchers should be received by the MHTC within ten (10) working days from the date of the authorizing official/project director's signature. Final payment is contingent upon receipt of final voucher. **AUDITS:** Subrecipient will be responsible for the required supporting documentation no later than 30 days after the end of the contract period.

C. ACCOUNTING: The Subrecipient shall maintain all documentation in file for audit review; failure to provide supporting documentation at the time of audit could result in questioned costs. The Subrecipient must document the following: (1) Receipt of federal funds, (2) date and amount paid to employees, (3) employee's timesheet (regular hours and overtime hours). Documentation shall be kept available for inspection for representatives of the MHTC for a period of three years following date of final payments. Copies of such records shall be made available upon request.

D. OMB AUDIT: A subrecipient that expends \$750,000 or more during the subrecipient's fiscal year in Federal awards must have a single audit conducted in accordance with §200.514 Scope of audit except when it elects to have a program-specific audit conducted in accordance with paragraph (c) of 2 CFR §200.501. 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. A subrecipient that expends less than \$750,000 during the subrecipient's fiscal year in Federal awards is exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 Relation to other audit requirements, but records must be available for review or audit by appropriate officials of the Federal agency, pass-through entity, and Government Accountability Office (GAO). Failure to furnish an acceptable audit may be basis for refunding federal funds to the MHTC. Cost records and accounts pertaining to the work covered by this contract shall be kept available for inspection for representatives of the MHTC for a period of three (3) years following date of final payments. Copies of such records shall be made available upon request.

VI. FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA)

The State will comply with FFATA guidance, OMB Guidance on FFATA Subaward and Executive Compensation Reporting, August 27, 2010,

(https://www.fsrs.gov/documents/OMB_Guidance_on_FFATA_Subaward_and_Executive_Compensation_Reporting_08272010.pdf) by reporting to FSRS.gov for each sub-grant awarded:

- A. Name of the entity receiving the award;
- B. Amount of the award;
- C. Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance (or "Assistance Listings") number (where applicable), program source;
- D. Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
- E. A unique identifier (DUNS);
- F. The names and total compensation of the five most highly compensated officers of the entity if:
 1. the entity in the preceding fiscal year received-
 - a. 80 percent or more of its annual gross revenues in Federal awards;
 - b. \$25,000,000 or more in annual gross revenues from Federal awards; and
 2. the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;
- G. Other relevant information specified by OMB guidance.

VII. TERMINATION

If, through any cause, the Subrecipient shall fail to fulfill in timely and proper manner its obligation under this contract, or if the Subrecipient shall violate any of the covenants, agreements or stipulations of this contract, the MHTC shall thereupon have the right to terminate this contract and withhold further payment of any kind by giving written notice to the Subrecipient of such termination and specifying the effective date thereof, at least thirty (30) days before such date. The MHTC shall be the sole arbitrator of whether the Subrecipient or its subcontractor is performing its work in a proper manner with reference to the quality of work performed by the Subrecipient-or its subcontractor under the provisions of this contract. The Subrecipient and the MHTC further agree that this contract may be terminated by either party by giving written notice of such termination and specifying the effective date thereof, at least thirty (30) days before such date.

VIII. NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- **Title VI of the Civil Rights Act of 1964** (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970**, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- **Federal-Aid Highway Act of 1973**, (23 U.S.C. 324 *et seq.*), and **Title IX of the Education Amendments of 1972**, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- **Section 504 of the Rehabilitation Act of 1973**, (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- **The Age Discrimination Act of 1975**, as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- **The Civil Rights Restoration Act of 1987**, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, sub-recipients and contractors, whether such programs or activities are Federally-funded or not);
- **Titles II and III of the Americans with Disabilities Act** (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- **Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations** (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations); and
- **Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency** (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR at 74087 to 74100).

The State highway safety agency-

1. Will take all measures necessary to ensure that no person in the United States shall, on the grounds of race, color, national origin, disability, sex, age, limited English proficiency, or membership in any other class protected by Federal Nondiscrimination Authorities, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any of its programs or activities, so long as any portion of the program is Federally-assisted.
2. Will administer the program in a manner that reasonably ensures that any of its subrecipients, contractors, subcontractors, and consultants receiving Federal financial assistance under this program will comply with all requirements of the Non-Discrimination Authorities identified in this Assurance;
3. Agrees to comply (and require any of its subrecipients, contractors, subcontractors, and consultants to comply) with all applicable provisions of law or regulation governing US DOT's or NHTSA's access to records, accounts, documents, information, facilities, and staff, and to cooperate and comply with any program or compliance reviews, and/or complaint investigations conducted by US DOT or NHTSA under any Federal Nondiscrimination Authority;
4. Acknowledges that the United States has a right to seek judicial enforcement with regard to any matter arising under these Non-Discrimination Authorities and this Assurance;
5. Insert in all contracts and funding agreements with other State or private entities the following clause:

During the performance of this contract/funding agreement, the contractor/funding recipient agrees-

1. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
2. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
3. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State Office of Highway Safety, US DOT or NHTSA;

4. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including but not limited to withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
5. To insert this clause, including paragraphs 1 through 5, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement that receives Federal funds under this program.

IX. STATUTORY AND REGULATORY REQUIREMENTS

A. COMPLIANCE: The Subrecipient must comply with the following Statutes or Rules:

1. Peace Officer Standards and Training (P.O.S.T.) Chapter 590 RSMo Department of Public Safety (DPS) certification of peace officers
2. Statewide Traffic Accident Records System (STARS) 43.250 RSMo--Law enforcement officer to file all crash reports with Missouri State Highway Patrol (MSHP).
4. Uniform Crime Reporting RSMo 43.505-Crime incident reports shall be submitted to DPS on forms or in format prescribed by DPS.
5. Racial Profiling RSMo 590.650-Law enforcement agency to file a report to the Attorney General each calendar year.
6. US DOT AND OMB REGULATIONS: The Subrecipient shall comply with all requirements of 2 CFR Parts 200 and 1201 beginning with the federal fiscal year 2016: starting October 1, 2015.

- X. PRODUCTION & DEVELOPMENT COSTS** Items produced with federal funds are within the public domain and are not bound by copyright restrictions. All items produced with federal funds, in whole or in part, must acknowledge this by clearly indicating that MoDOT Highway Safety and Traffic funding supported this effort. Examples may include, but are not limited to print materials; audio/video productions; and training aides such as curricula or workbooks. Any materials developed under this contract must be submitted to the MHTC for approval prior to final print and distribution. Copies of all final products are to be provided to the MHTC. The MHTC has the right to reproduce and distribute materials as the MHTC deems appropriate.

- XI. INDEMNIFICATION** Option 1 below only applies to State agencies, Cities, Counties and other political subdivisions or political corporations of the State of Missouri. Option 2 applies to all other entities (e.g. non-profit, private institutions).

OPTION 1:

- A.** To the extent allowed or imposed by law, the Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and MoDOT 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 Subrecipient's wrongful or negligent performance of its obligations under this Agreement. The Subrecipient may satisfy this requirement utilizing a self-funded program.
- B.** The Subrecipient will require any contractor procured by the Subrecipient to work under this Agreement:
1. To obtain a no cost permit from the MHTC's district engineer prior to working on the MHTC's right-of-way, which shall be signed by an authorized contractor representative (a permit from the MHTC's district engineer will not be required for work outside of the MHTC'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 MHTC, and the MoDOT and its employees, as additional named insured's 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.
- 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.

OPTION 2:

The Subrecipient shall defend, indemnify and hold harmless the MHTC, including its members and the MoDOT 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 Subrecipient's performance of its obligations under this Agreement .

XII. AMENDMENTS The Budget Proposal within this Agreement may be revised by the Subrecipient and the MHTC subject to the MHTC's approval without a signed amendment as long as the total contract amount is not altered. Prior to any revision being made to the Budget Proposal, Subrecipient shall submit a written request to the MHTC requesting the change. Any other change in this Agreement, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by the duly authorized representative of the Subrecipient and the MHTC.

XIII. MHTC REPRESENTATIVE The MoDOT Highway Safety and Traffic Division Director is designated as the MHTC's representative for the purpose of administering the provisions of this Agreement. The MHTC's representative may designate by written notice other persons having the authority to act on behalf of the MHTC in furtherance of the performance of this Agreement.

XIV. ASSIGNMENT The Subrecipient shall not assign, transfer, or delegate any interest in this Agreement without the prior written consent of the MHTC.

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

XVI. 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.

XVII. SECTION HEADINGS All section headings contained in this Agreement are for the convenience of reference only and are not intended to define or limit the scope of any provision of this Agreement.

XVIII. NONSEGREGATED FACILITIES

(Applicable to contracts over \$10,000) Subrecipient and its subcontractors, suppliers and vendors, should meet Federal requirements regarding nonsegregated facilities.

XIX. FUNDING ORIENTATION AND AUDIT INFORMATION

The MHTC funds the following NHTSA program areas:

<u>Section</u>	<u>CFDA#</u>	<u>Program Title</u>
402	20.600	State and Community Highway Safety Programs
154	20.607	Alcohol Open Container Requirements
164	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated
405b	20.616	National Priority Safety Programs
405c	20.616	National Priority Safety Programs
405d	20.616	National Priority Safety Programs
405f	20.616	National Priority Safety Programs

*The Highway Safety and Traffic Division is aware of the pending 2018 change in CFDA numbers to Assistance Listings. At the time of this contract preparation, the final format of revised CFDA/Assistance Listings was not available from the U.S. General Services Administration (GSA). Once final CFDA numbers are available, the Highway Safety and Traffic Division will provide them via memo.

XX. THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The State will provide a drug-free workplace by:

- A. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Subrecipient's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- B. Establishing a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the workplace.
 - 2. The Subrecipient's policy of maintaining a drug-free workplace.
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs.
 - 4. The penalties that may be imposed upon employees for drug violations occurring in the workplace.
 - 5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (A).

- C. Notifying the employee in the statement required by paragraph (A) that, as a condition of employment under the grant, the employee will:
 - a. Abide by the terms of the statement.
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction.
- D. Notifying the agency within ten days after receiving notice under subparagraph (C)(b) from an employee or otherwise receiving actual notice of such conviction.
- E. Taking one of the following actions, within 30 days of receiving notice under subparagraph (C)(b), with respect to any employee who is so convicted:
 - a. Taking appropriate personnel action against such an employee, up to and including termination.
 - b. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- F. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

XXI. POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XXII. CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, 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 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 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.
- C. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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 section 1352, title 31, U.S. Code. 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.

XXIII. RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

XXIV. CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

Instructions for Primary Certification (States)

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective 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 primary participant to furnish a certification or an explanation shall disqualify such 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR Part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.
- I. 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 a 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions:

- 1. The prospective primary participant certifies to the best of its knowledge and belief, that its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;

CONTRACT CONDITIONS - PAGE 9

- b. 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 record, making false statements, or receiving stolen property;
 - c. 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 (1) (b) of this certification; and
 - d. 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.
2. Where the prospective primary participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR Parts 180 and 1300.
- 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 whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- D. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR Part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- 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 proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "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 and will require lower tier participants to comply with 2 CFR Parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- 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 a 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 proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

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

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 participation in this transaction 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.

XXV. BUY AMERICA ACT
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

All items purchased must be compliant with the National Highway Traffic Safety Administration (NHTSA) interpretation of the Buy America Act including, but not limited to:

1. Items valued over \$5,000 per unit must be manufactured or assembled in the United States of America, or as allowed by a current Buy America Act waiver issued by the NHTSA;
2. All vehicles must be manufactured or assembled in the United States of America regardless of cost.
www.nhtsa.gov/staticfiles/administration/programs-grants/Buy-America-Act-revised-11202015.pdf

XXVI. PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

XXVII. POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Subrecipient is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information on how to implement such a program, or statistics on the potential benefits and cost-savings to your company or organization, please visit the Buckle Up America section on NHTSA's website at www.nhtsa.dot.gov. Additional resources are available from the Network of Employers for Traffic Safety (NETS), a public-private partnership headquartered in the Washington, D.C. metropolitan area, and dedicated to improving the traffic safety practices of employers and employees. NETS is prepared to provide technical assistance, a simple, user-friendly program kit, and an award for achieving the President's goal of 90 percent seat belt use. NETS can be contacted at 1 (888) 221-0045 or visit its website at www.trafficsafety.org.

XXVIII. POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or -rented vehicles, Government-owned, leased or rented vehicles, or privately-owned when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

CONTRACT REQUIREMENTS

THE FOLLOWING REQUIREMENTS ONLY APPLY TO CONTRACTS THAT INCLUDE TRAINING

Subrecipients offering the MHTC-funded courses must adhere to the following standard elements required for training contracts:

- A. A course schedule must be presented to the MHTC program coordinator prior to the proposed training. The schedule should include: title of course; date(s); time; exact location; and agenda. Any changes to the course schedule must have prior approval from the MHTC.
- B. Each student must complete a survey form at the completion of the workshop/training. The survey will ask a series of questions concerning adequacy of: training received; instructor's presentation; training facility/location; and worth of the training.
- C. The Subrecipient must provide a sign-up sheet for every class when submitting a reimbursement request for the course (a typed list of everyone who registered is not acceptable). The sign-up sheet must capture the following information:
 1. Title of the class
 2. Date(s) and location of class
 3. Printed Name and signature of attendees (unless otherwise prohibited)
 4. Name of agency/organization of each attendee
- D. To ensure cost effectiveness, every effort should be made to enroll a minimum of fifteen (15) students per class.
- E. Copies of the student evaluations, number of students enrolled/number of students attending, agenda/syllabus/curriculum, and participant sign-up sheets must be retained in Subrecipient's files after the training has been conducted and available for MHTC review upon request.

THE FOLLOWING REQUIREMENTS APPLY TO LAW ENFORCEMENT AGENCIES ONLY

A. PROBLEM IDENTIFICATION

Subrecipient must develop a selected traffic enforcement plan by evaluating crash data involving fatal, disabling and moderate injuries. This will be done on an annual basis to determine the highest crash locations, to include: month of year, day of week, time of day, and causation factors. This plan must be used to determine locations utilized in site selection for conducting enforcement efforts. Any changes to the enforcement plan must be made in writing to the MHTC project coordinator in advance of enforcement efforts.

B. PROJECT ACTIVITIES

1. Enforcement activities by the Subrecipient must remain at the current level. Enforcement efforts provided by this contract must be in addition to current enforcement activities.
2. Officers will be permitted to issue multiple citations and/or written warnings to drivers who have committed several violations.
3. High visibility enforcement is a key strategy to reducing traffic crashes; therefore, law enforcement officers working overtime projects are strongly encouraged to make at least three (3) contacts per hour when conducting an enforcement project.
4. Subrecipient should report monthly or at least quarterly to MHTC using the *Grant Enforcement Activities Monthly Report Form*.
5. Subrecipient is strongly encouraged to participate in all national or state mobilization efforts in conjunction with, or at the direction of, the Highway Safety and Traffic Division. These mobilizations include, but are not limited to: Click It or Ticket campaign, Drive Sober or Get Pulled Over campaign, Youth Seat Belt enforcement campaign, Child Passenger Safety campaign, and quarterly enforcement efforts. Mobilization reporting efforts shall be completed using the online mobilization reporting form located at: <https://mobilization.rejts.org/>.
6. Only law enforcement work performed by a duly licensed, Peace Officer Standards and Training certified law enforcement officer will be reimbursed.
7. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant in excess of 40 hours for any two week pay period. The Subrecipient will not be eligible for reimbursement for any individual law enforcement officer working under this grant where said officer is claiming to have worked as a law enforcement officer for more than 16 hours in any 24 hour period.

C. PARTNERSHIPS

Law Enforcement agencies are strongly encouraged to participate in the Law Enforcement Traffic Safety Advisory Council (LETSAC) and attend the general meetings and annual conference. Agencies located within the metropolitan areas of St. Louis or Kansas City should participate in Operation Impact (traffic safety task force).

D. ALLOWABLE COSTS

Full-time, part-time and reserve officers are eligible to participate in overtime enforcement projects. Part-time and reserve officers must have the same authority as a full-time permanent officer. MHTC will reimburse Subrecipient at officer's standard rate of pay in accordance with Subrecipient policies and procedures regarding standard rate of pay and overtime rate of pay. The Subrecipient will not be reimbursed at the overtime rate for work that according to Subrecipient's own policies and procedures does not constitute overtime. Non- POST certified personnel may be allowed, at the sole discretion of MHTC, in a support/administrative role.

Exceptions to allowable costs may be made with prior written permission of the MHTC.

E. DRUNK DRIVING ENFORCEMENT PROJECTS

1. Those officers conducting standardized field sobriety testing must have 24 hours of Standardized Field Sobriety Test training to participate in grant funded enforcement efforts.
2. Agency should participate in quarterly enforcement efforts and the national impaired driving crackdown held annually.

F. SOBRIETY CHECKPOINTS

Unless otherwise prohibited by state statute or appropriation,

1. The MHTC will fund enforcement agencies to conduct sobriety checkpoints in accordance with standards outlined in the Sobriety Checkpoint Reference Manual and the Sobriety Checkpoint Supervisor Training program.
2. Sobriety checkpoint enforcement efforts must be coupled with appropriate public information efforts to increase the perceived risk of arrest and to enhance the actual risk of arrest.
3. Enforcement statistics and the agency's sobriety checkpoint operations plan must be submitted with reimbursement vouchers.

PROBLEM IDENTIFICATION

Substance-impaired drivers contributed to 27 percent of Missouri's traffic crash fatalities during the past five years. Alcohol remains the primary contributor to substance-impaired driving crashes; however, the number of persons under the influence of prescription medications and/or illicit drugs continues to increase. Male drivers were more likely than females to be involved in substance-impaired driving crashes. During the past five years, males were responsible for 82 percent of substance-impaired driving fatalities. Ten percent of the children less than 15 years of age who were killed in motor vehicle crashes over the last five years, were riding with a substance-impaired driver.

According to the Missouri State Highway Patrol crash statistics, there were 66,370 motor vehicle crashes investigated by all law enforcement agencies in Jackson County from 2014-2016. Of 66,370 crashes investigated, 1,911 were alcohol related. Of the 1,911 alcohol related crashes, 43 were fatal and 150 were serious injuries.

Jackson County and the City of Lee's Summit consistently has consistently experienced a high percentage of drinking involved crashes. The following shows a comparative analysis of where Jackson County and Lee's Summit rank as compared to other cities and counties in Missouri.

Drinking Involved Crashes:

Jackson County - 2nd in the State

Lee's Summit - 8th in the State

Serious Injury Drinking Involved Crashes:

Jackson County - 1st in the State

Lee's Summit - 9th in the State

Fatal Drinking Involved Crashes:

Jackson County - 1st in the State

Lee's Summit - 7th in the State

The City of Lee's Summit covers approximately 65 square miles and encompasses several State Highways, one Interstate and one US Highway. Lee's Summit also has major intersections / corridors off these Highway Systems that handle a large amount of motor vehicle traffic. The high crash times are from 6:00 a.m. to 10:00 p.m., where there is a considerable drop off. In 2017 Lee's Summit Police Department made 212 DWI arrests.

In 2017 the Lee's Summit Police Department issued 10,531 citations and 8,654 written warnings. Below is a breakdown of a few of the citation categories:

Speeding - 5,325

DWI - 158

Lane Violation - 194

Signs and Signals - 431

Seatbelt - 225

GOALS/OBJECTIVES

Core Performance Measure Goals

1. To decrease alcohol-impaired driving fatalities by 7.0 percent annually, resulting in a change to the 2014-2018 moving average from 242.8 (2011-2015 moving average) to 180.8 (2014-2018 moving average) by December 31, 2018.

Other Performance Measure Goals

1. To decrease alcohol-impaired driving serious injuries by 4.0 percent annually, resulting in a change to the 2014-2018 moving average from 686.0 (2011-2015 moving average) to 549.5 (2014-2018 moving average) by December 31, 2018.

Develop and implement a plan that focuses on DWI enforcement at high crash locations and corridors.

PROJECT DESCRIPTION

The Lee's Summit Police Department (LSPD) made 212 arrests for driving under the influence in 2017. The City of Lee's Summit has a downtown district that contains numerous food and alcoholic beverage businesses. LSPD will conduct saturation patrols with sworn officers in this area to educate, provide safety and security for those enjoying the downtown district. It is anticipated these efforts in and around the downtown district will lower the number of intoxicated /impaired drivers on the roadways.

LSPD consists of 147 sworn personnel. The officers have mobile data terminals (MDT), Mobile video audio recording (MVAR), radar units, and lasers to assist them with their investigations. The department also utilizes mobile ticketing, which makes for a more efficient use of officers and citizens time. This system is also beneficial to the courts for processing the citations.

The LSPD Traffic Sergeants will monitor our records management system (RMS) for driving while impaired arrests to effectively focus officer's efforts on locations where these arrests occur.

SUPPLEMENTAL INFORMATION

Question	Answer
You must answer the following questions	
1 Does your agency have and enforce an internal safety belt policy for all personnel?	Yes
2 Does your agency have and enforce a policy restricting cell phone use while driving?	Yes
3 Does your agency report racial profiling data annually?	Yes
4 Does your agency report to STARS?	Yes
5 Does your agency report UCR information annually?	Yes
6 Please explain any NO answer(s) to questions 1-5:	
7 Have any of your officers/personnel been debarred and are therefore not eligible to receive federal funds for reimbursement of salary, fringe benefits, or overtime?	No
8 Does your agency have adequate manpower to fully expend the funds requested in this application?	Yes
9 If NO, please explain.	
10 Have any significant changes occurred with your agency within the last year that would affect performance, including personnel or system changes?	No
11 If YES, please explain.	
12 Are you aware of any fraud, waste or abuse on grant projects in your office/agency within the last 5 years?	No
13 If YES, please explain.	
14 If your agency received Highway Safety grant funding in the last three (3) fiscal years and there were unexpended balances, please explain why.	
<p align="center">Due to the sobriety checkpoints becoming unfunded LSPD did not utilize all monies awarded. The sobriety checkpoint ruling was detrimental to our efforts. These checkpoints are expensive to run and with the monies being pulled it made it nearly impossible to effectively spend our allotted amount.</p>	
15 Did your political entity receive more than 80% of its annual gross revenues in Federal Awards in your preceding fiscal year?	No
16 Did your political entity receive \$25,000,000 or more in Federal Awards in your preceding fiscal year?	No
17 If you answered NO to either question 15 and 16, DO NOT answer this question. If you answered YES to both question 15 and 16, and the public does not have access to this information, list the names and compensation amounts of the five most highly compensated employees in your business or organization (the legal entity to which the DUNS number it provided belongs).	

Please use the most current 12-months of data available for answering questions 18-23. Include ALL of your agency's statistics, not just those issued during grant activity.

18 Total number of DWI violations written by your agency.	212
19 Total number of speeding violations written by your agency.	2,092
20 Total number of HVM violations written by your agency.	3,818
21 Total number of child safety/booster seat violations written by your agency.	12
22 Total number of safety belt violations written by your agency.	225
23 Total number of sobriety checkpoints hosted.	0

Use the most current three years crash data from the Missouri State Highway Patrol (MSHP) or your internal record management system for questions 24-34.

24 Total number of traffic crashes.	4,901
25 Total number of traffic crashes resulting in a fatality.	10
26 Total number of traffic crashes resulting in a serious injury.	64
27 Total number of speed-related traffic crashes.	578
28 Total number of speed-related traffic crashes resulting in a fatality.	5
29 Total number of speed-related traffic crashes resulting in a serious injury.	8
30 Total number of alcohol-related traffic crashes.	149
31 Total number of alcohol-related traffic crashes resulting in a fatality.	2
32 Total number of alcohol-related traffic crashes resulting in a serious injury.	9
33 Total number of unbuckled fatalities.	4
34 Total number of unbuckled serious injuries.	8

Enter your agency's information below.

35 Total number of commissioned law enforcement officers.	147
36 Total number of commissioned patrol and traffic officers.	90
37 Total number of commissioned law enforcement officers available for overtime enforcement.	147
38 Total number of vehicles available for enforcement.	35
39 Total number of radars/lasers.	32

40	Total number of in-car video cameras.	45
41	Total number of PBTs.	32
42	Total number of Breath Instruments.	2

The following information explains the strategies your agency will use to address the traffic crash problem. This information is considered to be the Project Description and should be specific to the crash problem.

43 Identify primary enforcement locations.

Officers will focus on the downtown bar district and surrounding areas. Traffic Sergeants will utilize the department RMS to track impaired drivers and locations of arrests. This will allow them to effectively assign enforcement areas within the city where a problem is known to exist.

Lee's Summit has one interstate, one US highway and several state highways that travel through the city. Officers will also focus their efforts along these major highways and corridors coming off highway systems within the city limits. Lee's Summit has over 65 square miles and many roadways and thoroughfares that connect the city. The population continues to climb over 100,000 citizens, so the roadways are extremely busy.

44 Enter the number of enforcement periods your agency will conduct each month. 12

45 Enter the months in which enforcement will be conducted.

Enforcement efforts will be conducted throughout the year.

46 Enter the days of the week in which enforcement will be conducted.

Monday through Sunday.

47 Enter the time of day in which enforcement will be conducted.

Enforcement efforts will be in conjunction with arrests for driving while impaired as reported in the RMS. The city experiences these types of arrests at all hours of the day and night; however, these are typically handled more during the hours of darkness.

48 Enter the number of officers assigned during the enforcement period. 12

49 If equipment or supplies are requested to conduct this project, explain below why it is needed and how it will be used.

PROJECT EVALUATION

The MHTC will administratively evaluate this project. Evaluation will be based, at a minimum, upon the following:

1. Law enforcement compliance with state UCR, Racial Profiling, and STARS reporting requirements (law enforcement contracts only)
2. Timely submission of monthly reimbursement vouchers and appropriate documentation to support reimbursement for expenditures (i.e., personal services, equipment, materials)
3. Timely submission of periodic reports (i.e., monthly, quarterly, semi-annual) as required
4. Timely submission of the Year End Report of activity (due within 30 days after contract completion date)
5. Attaining the Goals set forth in this contract*
6. Accomplishing the Objectives* established to meet the project Goals, such as:
 - Enforcement activities (planned activities compared with actual activities)
 - Programs (number and success of programs held compared to planned programs, evaluations if available)
 - Training (actual vs. anticipated enrollment, student evaluations of the class, student test scores on course examinations, location of classes, class cancellation information)
 - Equipment purchases (timely purchase of equipment utilized to support and enhance the traffic safety effort; documentation of equipment use and frequency of use)
 - Public awareness activities (media releases, promotion events, incentive items or education materials produced or purchased)
 - Other (any other information or material that supports the Objectives)
7. The project will be evaluated by the Highway Safety and Traffic Division through annual crash analysis.

Evaluation results will be used to determine:

- The success of this type of activity in general and this particular project specifically;
- Whether similar activities should be supported in the future; and
- Whether grantee will receive funding for future projects.

*Evaluation and requests to fund future projects will not be based solely on attaining Goals and/or Objectives if satisfactory justification is provided.

ADDITIONAL FUNDING SOURCES

BUDGET

Category	Item	Description	Quantity	Cost	Total	Local	Total Requested
Personnel							
	Overtime and Fringe	Overtime for sworn officers to conduct DWI Saturation Patrols	1.00	\$21,000.00	\$21,000.00	\$0.00	\$21,000.00
					\$21,000.00	\$0.00	\$21,000.00
Training							
	Professional Development	DWI/DRE State Conference & DWI Related Training	1.00	\$2,000.00	\$2,000.00	\$0.00	\$2,000.00
					\$2,000.00	\$0.00	\$2,000.00
Total Contract					\$23,000.00	\$0.00	\$23,000.00

ATTACHMENTS

<u>Document Type</u>	<u>Description</u>	<u>Original File Name</u>	<u>Date Added</u>
WORD	Word	2019 MoDOT Grant Resl	02/08/2018

Packet Information

File #: TMP-0999, **Version:** 1

An Ordinance approving the use of the Cooperative Contract for evaluation and rehabilitation of wastewater collection, LS Contract 2018-097, for main relining, manhole rehabilitation, and tap repairs with Ace Pipe Cleaning, Inc. in the amount not to exceed \$1,500,000.

The City of Lee's Summit Water Utilities Department (WU) works continuously on the maintenance and repair of its wastewater collection system. Each year the City repairs and relines sewer mains which have shown defects during the City's inspection processes. Most of the work done to accomplish these repairs is done through manhole repairs, cast in place pipe (CIPP), and lateral connection repairs (LCR).

These repairs solve multiple issues for the utility. The cracked lines allow for infiltration of ground water and roots into the system and affect the flow characteristics of the line. The improper or defective connection of lateral lines is also a source of infiltration and root intrusion into the system and has adverse effects on the main line and the service line for the customer. Cracked or leaking manholes allow in debris and surface and ground water inflow into the collection system. The City has completed flow monitoring in several drainage basins and is working in the basins which show the most infill and infiltration to complete repairs on the public system prior to pursuing the private infill and infiltration.

Key Issues:

- Several drainage basins have been identified as high priority basins for line, lateral connection and manhole repairs.
- Funds have been budgeted as an ongoing Capital Improvements Project (CIP) for the rehabilitation of the wastewater collection system.
- WU and Purchasing department staff reviewed several available cooperative (piggyback) contracts and compared the costs for each type of work and found the City of Joplin Contract to be the most advantageous for Lee's Summit.
- The Purchasing Department presented the City of Joplin contract as part of Resolution 18-10 and it was approved by for use by Council on July 12, 2018.
- Lee's Summit Water Wishes to activate this contract with Ace Pipe Cleaning, Inc. to accomplish the work which has been identified and prioritized by our staff.

Proposed Committee Motion:

I move to recommend to City Council approval of AN ORDINANCE APPROVING USE OF THE COOPERATIVE CONTRACT FOR EVALUATION AND REHABILITATION OF WASTEWATER COLLECTION, LS CONTRACT 2018-097, FOR MAIN RELINING,

File #: TMP-0999, **Version:** 1

MANHOLE REHABILITATION, AND TAP REPAIRS WITH ACE PIPE CLEANING, INC. IN THE AMOUNT NOT TO EXCEED \$1,500,000.

Staff Recommendation: Staff recommends approval of AN ORDINANCE APPROVING USE OF THE COOPERATIVE CONTRACT FOR EVALUATION AND REHABILITATION OF WASTEWATER COLLECTION, LS CONTRACT 2018-097, FOR MAIN RELINING, MANHOLE REHABILITATION, AND TAP REPAIRS WITH ACE PIPE CLEANING, INC. IN THE AMOUNT NOT TO EXCEED \$1,500,000.

Jeff Thorn, Assistant Director of Engineering Services Lee's Summit Water Utilities

Committee Recommendation:

BILL NO.

ORDINANCE NO.

AN ORDINANCE APPROVING THE USE OF THE COOPERATIVE CONTRACT FOR EVALUATION AND REHABILITATION OF WASTEWATER COLLECTION, LS CONTRACT 2018-097, FOR MAIN RELINING, MANHOLE REHABILITATION, AND TAP REPAIRS WITH ACE PIPE CLEANING, INC. IN THE AMOUNT NOT TO EXCEED \$1,500,000.

WHEREAS, the Water Utilities Department has an annual program for the repair and rehabilitation of its wastewater collection system; and,

WHEREAS, the project was funded by the Sewer Construction Fund and approved through the CIP Process; and,

WHEREAS, the Cooperative Contract bid by the City of Joplin was approved to be utilized by Resolution 18-10; and,

WHEREAS, Ace Pipe Cleaning, Inc. was the low bidder for this contract, and meets all of the City's qualifications for award of the project.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF LEE'S SUMMIT, MISSOURI, as follows:

SECTION 1. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the use of Cooperative Contract LS 2018-097 for Evaluation and Rehabilitation of Wastewater Collection to Ace Pipe Cleaning, Inc., in the amount not to exceed \$1,500,000.

SECTION 2. That the City Council of the City of Lee's Summit, Missouri hereby authorizes the execution, by the City Manager, of an agreement with Ace Pipe Cleaning, Inc. for the services contained in LS 2018-097, generally for, Sewer Main Relining, Manhole Rehabilitation, and Tap Repairs in the amount not to exceed \$1,500,000, said agreement is on file with the Lee's Summit Water Utilities Department and is incorporated by reference as if fully set forth herein.

SECTION 3. That this Ordinance shall be in full force and effect from and after the date of its passage and adoption, and approval by the Mayor.

PASSED by the City Council of the City of Lee's Summit, Missouri, this ____ day of _____, 2018.

ATTEST:

Mayor *William A. Baird*

City Clerk *Trisha Fowler Arcuri*

APPROVED by the Mayor of said city this _____ day of _____, 2018.

Mayor *William A. Baird*

ATTEST:

City Clerk *Trisha Fowler Arcuri*

APPROVED AS TO FORM:

*Nancy K. Yendes, Chief Council of Infrastructure and Planning
Office of City Attorney*



LEE'S SUMMIT MISSOURI

INTEROFFICE MEMORANDUM

CONTRACT DOCUMENT City of Joplin, MO Coop

DATE: May 2018
TO: Key Purchasing Personnel
FROM: Des Collins, Procurement & Contracts Services Division
RE: Piggyback Yearly Contract for Rehabilitation of Wastewater Collection System
City of Joplin# 00500 and LS #2018-097

Vendor	Ace Pipe Cleaning Inc. 6601 Universal Avenue Kansas City, MO 64120
Phone & Fax	Office Phone: 816-241-2891 Fax# : 816-241-5054
Contact Person	Theresa Calvert or Steve Hontz
Ordering Instructions	<ul style="list-style-type: none">• Department places orders as needed• PO# required• Submit requisition Lawson System referencing LS Contract #2018-097 and City of Joplin Coop in Comments
Terms/Discounts	Net 30
Delivery	Destination
Pricing	See Attached Contract
Response Time	As Required
Effective Dates	December 20, 2017 through December 20, 2018

cc: Accounts Payable (Include Wage Order, if applicable)
Bid File- Original memo

M:\PROCUREMENT\Agreements-Contracts\Piggyback joint contracts\2018-097 Rehab of Wastewater Collection System\Contract Award Dept Memo-Ace Pipe Cleaning.doc



NOTICE OF PARTICIPATION-COOPERATIVE CONTRACT

May 11, 2018

Ace Pipe Cleaning
Attn: Steve Hontz
6601 Universal Ave.
Kansas City, MO 64120

Re: City of Lee's Summit Participation in Cooperative/Contract for Eval & Rehab of Wastewater Collection
LS Contract #2018-097
Originating Entity: City of Joplin, MO.
Originating Contract #: 00500

Dear Mr. Hontz:

You are hereby notified that the City of Lee's Summit, Missouri may be a participant in the above referenced Contract/Agreement. All terms, conditions and pricing of the Contract/Agreement will apply to purchases and/or utilization of said Contract/Agreement by the City of Lee's Summit, Missouri.

Your organization shall return the following document(s) within (7) seven days after receipt of this Notice of Participation via email to Mrs. Des Collins at desree.collins@cityofis.net:

- Sign and return Notice of Participation

This procedure does not imply an exclusive contract, nor does it preclude the city from bidding or purchasing items from other sources. The Contract is effective from December 20, 2017 through December 20, 2018.

The Departments will contact you directly to place orders. Please be advised that all orders or work regarding this Contract/Agreement will require a Purchase Order and all invoices provided to the City for payment must reference the Purchase Order number. For prompt payment, all invoices shall be sent directly to Accounts Payable, City of Lee's Summit, MO, 220 S.E. Green Street, Lee's Summit, MO 64063, faxed to 816-969-1113, or e-mailed to ap@cityofis.net. If you have any questions or problems during the contract year, do not hesitate to contact the Purchasing Division at 816-969-1082.

CITY OF LEE'S SUMMIT:
[Signature]
Authorized Signature
Asst City Manager
Title
18 May 18
Date

CONTRACTOR
Bruce Vantine
Type or Print Name Legibly
[Signature]
Authorized Signature
Secretary/Treasurer
Title
Ace Pipe Cleaning, Inc.
Name of Company

Approved as to Form:
[Signature]
Office of the City Attorney

The mission of the Purchasing Division is to provide innovation, value and cost-effective solutions with integrity while preserving the public trust.



AGREEMENT.....00500

**AGREEMENT
BETWEEN
CITY OF JOPLIN AND**

CITY		CONTRACTOR	
CITY OF JOPLIN 602 S. MAIN STREET JOPLIN, MO 64801		Name: Ace Pipe Cleaning, Inc.	
		Address: 6601 Universal Ave. KANSAS CITY, MO 64120	
Attention:		Attention:	
Department:		Phone:	Fax:
Phone:	Fax:		

THIS AGREEMENT, made and entered into this 20th day of December, 2017, by the parties identified above.

WITNESSETH: That whereas, the Contractor has become the lowest responsible bidder for furnishing the supervision, labor, tools, equipment, materials and supplies and for constructing the following City improvements:

2018 & 2019 EVALUATION AND REHABILITATION OF WASTEWATER COLLECTION SYSTEM

The City and Contractor agree to the following:

1. Manner and Time for Completion. The Contractor will furnish all supervision, labor, tools, equipment, materials and supplies necessary to perform said work at Contractor's own expense in accordance with the contract documents and any applicable City ordinances and state and federal laws within the timeframe set forth by each respective Purchase Order. Purchase Orders will not be issued after October 31, 2019. The unit prices established for the various work and material items herein shall be valid for the duration of any purchase order issued as part of this contract.

2. Prevailing Wages. All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.

3. Insurance Requirements. Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and

accepted by the City of Joplin, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City of Joplin against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City of Joplin. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability in general or under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall require that the insurance company in question provide thirty (30) days written notice prior to modification or cancellation of such insurance. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Joplin - Public Works, 602 S. Main Street, Joplin, MO 64801

Such policies shall name the City as an additional insured, with limits of liability not less than the sovereign immunity limits for Missouri public entities calculated by the Missouri Department of Insurance as of January 1 each calendar year and published annually in the Missouri Register pursuant to Section 537.610, RSMo. (See, <http://insurance.mo.gov/industry/soimmunity.php>)

As of January 1, 2017, the minimum coverage for the insurance referred to herein shall be as set out below:

a. Workers' Compensation....Statutory coverage per RSMo 287.010 et seq

Employer's Liability..... \$1,000,000.00

b. Commercial General Liability Insurance, including coverage for Premises, Operations, Products and Completed Operations, Contractual Liability, Broad Form Property Damage, independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to bodily injury and property damage on an "Occurrence Form Basis" with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars (\$2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars (\$414,418.00) with respect to injuries and/or death of any one person in a single occurrence and an amount not less than at least \$1,000,000 for all claims to property arising out of a single occurrence and at least \$100,000 to any one owner with respect to damages to property. Contractor agrees that the proceeds of such insurance policy shall first be used to pay any award, damages, costs, and/or attorneys' fees incurred by or assessed against City, its employees, officers and agents, before payment of any award, damages, costs or attorneys' fees of Contractor, its employees, officers or agents. Contractor agrees to cause its insurer to name City as an additional insured on such insurance policy, including the City as an additional insured for coverage under its products-completed operations hazard, and said policy shall be primary and noncontributory.

c. Automobile Liability Insurance covering bodily injury and property damage for owned, non-owned and hired vehicles, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars (\$2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars (\$414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

d. Owner's and Contractor's Protective Liability Insurance to protect the City, its agents, servants and employees from claims which may arise from the performance of this Contract, with limits of at least Two Million Seven Hundred Sixty Two Thousand Seven Hundred Eighty Nine and no/100 Dollars (\$2,762,789.00) for all claims arising out of a single accident or occurrence and at least Four Hundred Fourteen Thousand Four Hundred Eighteen and no/100 Dollars (\$414,418.00) with respect to injuries and/or death of any one person in a single accident or occurrence.

The Owner's and Contractor's Protective Liability Insurance must:

- (1) Be a separate policy with the named insured being: The City of Joplin, and
- (2) Contain an endorsement that disclaims coverage for any claim barred by the doctrines of sovereign immunity or official immunity, except attorney's fees and other litigation costs incurred in defending a claim. Nothing contained in this policy (or this endorsement thereto) shall constitute any waiver of whatever kind of these defenses or sovereign immunity or official immunity for any monetary amount whatsoever.

e. **Builders Risk Insurance** for contracts involving unoccupied structures. The Contractor shall secure All Risk Builder's Risk Insurance. Unless specifically authorized by the City, the amount of such insurance shall not be less than the total contract price.

f. **Subcontracts.** In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City of Joplin through insurance against applicable hazards or risks and shall, upon request of the City, provide evidence of such insurance.

g. **Notice.** The Contractor and/or subcontractor shall furnish the City prior to beginning the work, the policy as specified in subparagraph (d), and satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Joplin.

h. **Legislative or Judicial Changes.** In the event the scope or extent of the City's tort liability as a governmental entity as described in Section 537.600 through 537.650 RSMo is broadened or increased during the term of this agreement by legislative or judicial action, the City may require Contractor, upon 10 days written notice, to execute a contract addendum whereby the Contractor agrees to provide, at a price not exceeding Contractor's actual increased premium cost, additional liability insurance coverage as the City may require to protect the City from increased tort liability exposure as the result of such legislative or judicial action. Any such additional insurance coverage shall be evidenced by an appropriate certificate of insurance and shall take effect within the time set forth in the addendum.

4. Performance, Labor, and Materials Payment Bond: At the full discretion of the Owner, the Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, in an amount equal to 100% of each purchase order issued by the Owner conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000.00 must be listed in United States Treasury Circular 570.

5. Certification Regarding Disbarment, Eligibility, Indictments, Convictions or Civil Judgements for all Federal Aid Projects: By signing and submitting the bid, the president or authorized official of the bidder, under penalty of perjury under the laws of the USA, shall certify that, except as noted in the exceptions, the company or any person associated therewith in the capacity of owner, partner, director, officer, principal investor, project director, manager, auditor or any position involving the administration of federal funds:

(Reference can be made to "The System for Award Management" website as a helpful resource).

- a. Is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any federal agency.
- b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three years.
- c. Does not have a proposed debarment or suspension pending.
- d. Has not been indicted, convicted or had a civil judgment rendered against any of the listed parties by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years.

5.1 If there are any exceptions, the bidder shall submit the exceptions on company letterhead, signed by the bidder and inserted inside the bid submitted. Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted, the bidder shall indicate to whom it applies, the initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

5.2 By signing the contract, the contractor shall further certify that all related subcontracts of \$25,000 shall comply with this requirement. This includes all subcontractors, material suppliers and vendors.

6. **Contractor's responsibility for subcontractors.** The Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to Contractor by all the terms herein set forth, and insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relation between the subcontractor and the City or between any subcontractors.

7. **General Independent Contractor Clause.** This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri Revenue and Taxation laws, Missouri Workers' Compensation and Unemployment Insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

8. **Liquidated Damages.** Time of completion of work by the Contractor is of the essence. Should Contractor, or in the case of default, the surety, fail to complete the work within the time specified in the contract, or within such extra time as may be allowed in accordance with City of Joplin Standard Specifications, Division 0000, General Requirements and Provisions, Section 0400.19, (<http://mo-joplin.civicplus.com/DocumentCenter/View/3460>) Contractor (or surety) shall be liable to the City in the amount of \$500.00 per day for each and every calendar day that the contract remains uncompleted after the time allowed for completion, as liquidated damages, and not as a penalty, it being stipulated that actual damages to the City and the public arising from Contractor's failure to timely complete the work would be difficult, if not impossible, to ascertain. The amount assessed as liquidated damages may be withheld from any moneys otherwise due to Contractor from the City.

9. **Termination.** The City reserves the right to terminate this contract by giving at least five (5) days prior written notice to the Contractor, without prejudice to any other rights or remedies of the City should the Contractor be adjudged a bankrupt, or if Contractor should make a general assignment for the benefit of its creditors, or if a receiver should be appointed for Contractor or for any of its property, or if Contractor should persistently or repeatedly refuse or fail to supply enough properly skilled workmen or proper material, or if Contractor should refuse or fail to make prompt payment to any person supplying labor or materials for the work under the contract, or persistently disregard instructions of the City or fail to observe or perform any provisions of the contract.

10. **City's Right to Proceed.** In the event this contract is terminated pursuant to Paragraph 8, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case, the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, city ordinances, and state and federal laws.

11. **Termination for Convenience of City.** The City shall have the right at any time by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for payment for actual work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the cancelled portions of the contract, including a reasonable allowance of profit applicable to the actual work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor.

12. **Guards and Lights.** The Contractor agrees that during the performance of said work, adequate barricades, guards and warning signs, lights or devices consistent with the requirements contained in the Manual on Uniform Traffic Control Devices shall be provided by Contractor during construction.

13. Liability and Indemnity.

a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.

b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.

c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

d. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.

e. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.

f. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify, and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of the Contractor under this agreement.

g. The Contractor shall indemnify and hold the City harmless for any penalties, fines, fees or costs, including costs of defense, which are charged or assessed by any Federal, state or local agency including, but not limited to, Environmental Protection Agency or Department of Natural Resources.

14. Payment for Labor and Materials. The Contractor agrees and binds itself to pay for all labor done, and for all the materials used in the construction of the work to be completed pursuant to this contract.

15. Payment. The City will pay the Contractor in accordance with the rate set forth in the contract documents on file in the Public Works Department and by this reference made a part hereof, which shall constitute full and complete compensation for the Contractor's work provided hereunder. Such compensation will be paid in progress payments (less five (5) percent retainage), as established by the City, subject to receipt of a requisition for payment and a statement of work provided by the Contractor and agreement by both the City and the Contractor that the Contractor has fully performed the work to be paid for in such progress payments in conformance with the contract. If the City or the architect or engineer determines that a higher rate of retainage is required to ensure performance of the contract, the City may withhold up to ten (10) percent retainage until the work is fully completed and accepted by the City.

16. Contract Documents. The contract documents shall consist of the following:

- a. This Contract
- b. All Change Orders
- c. Bid Plans and Specifications
- d. City of Joplin Standard Specifications (Latest Revised Edition)
- e. General Conditions of the Contract
- f. Supplemental General Conditions
- g. Special Conditions & Provisions
- h. Proposal/Bid

- i. Statement of Bidder's Qualifications
- j. Acknowledgment
- k. Performance Bond
- l. Payment and Material Bond
- m. Instructions to Bidders
- n. Non-Collusion Affidavit
- o. Notice to Proceed

Notice to Contractors: This contract, together with the other documents enumerated in this paragraph, forms the contract between the parties. These documents are as fully a part of the contract as if attached hereto or repeated herein. The Contractor agrees to perform all of the work described in the contract documents and to comply with the terms and conditions defined therein at the unit prices submitted on the Bid Schedule for a total amount equal to each respective purchase order issued by the Owner, said amount being subject to any approved addenda or change order.

17. Subsurface Conditions. Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the Contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable. Contractor acknowledges and agrees that it shall not be entitled to any adjustment in the Contract Sum or Contract Times for any concealed condition of any nature, including but not limited to unknown physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, in addition to the information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey. Contractor recognizes that it has assumed the risks of concealed conditions and is being compensated for assuming these risks.

18. Conflict of Interest. In accepting this contract, Contractor certifies that no member or officer of its firm or corporation is an officer or employee of the City of Joplin, Missouri, or any of its boards or agencies, and further that no officer or employee of the City has any financial interest, direct or indirect, in this contract. All applicable federal regulations and provisions of R.S.Mo. Section 105.450 et seq. shall not be violated.

19. Assignment. The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto, provided, however, that claims for money due or to become due to the Contractor from the City under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City and the bond surety. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the Contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement.

20. Nondiscrimination. The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a)(7), 29 C.F.R. Part 47i, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a)ii and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

21. Nonresident/Foreign Contractors. The Contractor shall procure and maintain during the life of this contract:

a. If the Contractor is a foreign corporation, a certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.570 R.S.Mo.

b. A certificate from the Missouri Director of Revenue evidencing compliance with the transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.

22. Notices. All notices required or permitted hereinunder and required to be in writing may be given by FAX or by first class mail addressed to City and Contractor at the addresses shown above. The date of delivery of any notice given by mail shall be the date falling on the second full day after the day of its mailing. The date of delivery of notice by FAX transmission shall be deemed to be the date transmission occurs, except where the transmission is not completed by 5:00 p.m. on a regular business day at the terminal of the receiving party, in which case the date of delivery shall be deemed to fall on the next regular business day for the receiving party.

23. Records and Audits. The Contractor shall maintain accounts and records, including personnel, property, and financial records, adequate to identify and account for all costs pertaining to the Contract and such other records as may be deemed necessary by the City to assure proper accounting for all project funds. These records will be made available for audit purposes to the City or any authorized representative, and will be retained for three years after the expiration of this Contract.

24. Authorized Employees. Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the State of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 or Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the Project, and that its employees are lawfully to work in the United States.

25. Interest of Contractor and Employees. The Contractor covenants that he/she presently has no interest and shall not acquire interest, direct or indirect, in the study area or any parcels therein or any other interest which would conflict in any manner or degree with the performance of his services hereunder. The Contractor further covenants that in the performance of this Contract, no person having any such interest shall be employed.

26. Interest of Members of a City. No member of the governing body of the City and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

27. Interest of Other Local Public Officials. No member of the governing body of the locality and no other public official of such locality, who exercises any functions or responsibilities in connection with the planning and carrying out of the program, shall have any personal financial interest, direct or indirect, in this Contract, and the Contractor shall take appropriate steps to assure compliance.

28. Affidavit for Contracts Over \$5,000.00. That pursuant to Missouri Revised Statute Sections 285.525 through 285.550, if this contract exceeds the amount of \$5,000.00 and Contractor is associated with a business entity, Contractor shall provide an acceptable notarized affidavit stating that the associated business entity is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services, and that said business entity does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Additionally, Contractor must provide documentation for said business entity evidencing current enrollment in a federal work authorization program.

29. City Benefits. The Contractor shall not be entitled to any of the benefits established for the employees of the City nor be covered by the Worker's Compensation Program of the City.

30. Occupational License: The Contractor shall obtain and maintain an occupational license with the City of Joplin, Missouri, if required by city code and any required state or federal license. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained and that the Contractor is current on any City taxes is verified.

31. Safety Training. Pursuant to Missouri Revised Statute Section 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100

a day for each employee who is employed without training. Public bodies and contractors may withhold/assess these penalties from the payment due to those contractors and subcontractors if found to be in non-compliance.

32. Compliance with Laws. Contractor agrees to comply with all applicable federal, state and local laws or rules and regulations applicable to the provision of services and products hereunder. Contractor affirmatively states that payment of all local, state, and federal taxes and assessments owed by Contractor is current.

33. Entire Agreement. This agreement contains the entire agreement of the parties. No modification, amendment, or waiver of any of the provisions of this agreement shall be effective unless in writing specifically referring hereto, and signed by both parties.

34. Remedies. Except as may be otherwise found in the contract documents, all claims, disputes, counter-claims, and other matters in question between the Owner and Contractor arising out of or related to this agreement or the breach thereof, will be decided by arbitration if the parties hereto mutually agree, or in a court of competent jurisdiction within the state in which the Owner is located.

35. Jurisdiction. This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be adjudicated, venue shall be proper only in the Circuit Court of Jasper County, Missouri.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year herein stated.

CERTIFICATE OF DIRECTOR OF FINANCE

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of appropriated and available funds to pay therefor.



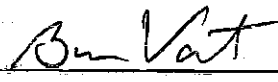
Leslie Haase, Director of Finance

APPROVED AS TO FORM



Peter Edwards, City Attorney

CONTRACTOR:

By: 

Printed Name: **Bruce Vantine**
Title: **Secretary / Treasurer**

CITY OF JOPLIN, MISSOURI

By: 

David Hertzberg, Public Works Director

BID.....00301

Proposal of Ace Pipe Cleaning, Inc. (hereinafter called "BIDDER"),
organized and existing under the laws of the State of Missouri doing business
as *Ace Pipe Cleaning, Inc. to the City of Joplin, Missouri (hereinafter called "OWNER").

In compliance with your Invitation to Bid, BIDDER hereby proposes to perform all WORK for the construction of 2018 & 2019 EVALUATION AND REHABILITATION OF WASTEWATER COLLECTION SYSTEM in strict accordance with the CONTRACT DOCUMENTS, within the time set forth therein and at the prices stated below.

By submission of this BID, each BIDDER certifies, and in the case of a joint BID, each party thereto certifies as to his own organization, that this BID has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this BID with any other Bidder or with any competitor.

BIDDER hereby agrees that if this Bid is accepted, BIDDER will, within ten (10) calendar days after the date of Notice of Award, enter into an Agreement of form attached herein.

As bid security, BIDDER provides herewith a Bid Bond (Cashier's check, Certified check), in the amount of five percent (5%) of the Total Projected Purchase Order Number 1 amount, to become the property of the Owner as liquidated damages without condition, at the Owner's option in the event the BIDDER fails to enter into an Agreement within the period of time herein previously established.

BIDDER agrees to provide to the Owner, the certificates of insurance specified in these Documents, and to maintain the scope of insurance throughout the term of the Agreement.

The CONTRACT DOCUMENTS contain the provisions required for the construction of the PROJECT. Information obtained from an officer, agent or employee of the OWNER or any other person shall not affect the risks or obligations assumed by the CONTRACTOR or relieve him from fulfilling any of the conditions of the contract.

BIDDER hereby agrees to commence WORK under this contract on or before a date to be specified in the NOTICE TO PROCEED for each respective purchase order and to fully complete the PROJECT within the timeframe set forth by each PURCHASE ORDER. PURCHASE ORDERS for this PROJECT will not be issued after October 31, 2019. The unit prices for the various work and material items established herein shall be valid for the duration of any purchase order issued as part of this contract. BIDDER agrees to pay as liquidated damages to the OWNER for each respective PURCHASE ORDER, the sum of \$500.00 each consecutive calendar day thereafter the established time of completion as provided in Section 15 of the General Conditions. BIDDER further agrees to reimburse suppliers, manufacturers and other contractors and subcontractors for damages suffered by reason of delays attributable to failure by the BIDDER to fully complete the respective PURCHASE ORDER within the established time, as provided in Section 15 of the General Conditions.

Cooperative Procurement with Other Jurisdictions: This Contract is established as a cooperative purchasing contract, pursuant to Missouri State Statute RSMO Chapter 70, Section 70.220. While this section is optional, it is preferred and agreeing to extend the contract to other public entities will be given preference in the evaluation process. Though not a party to this contract, other public entities, state, city, county, and local government bodies established on behalf of public entities may purchase the sewer rehabilitation services under this contract. BIDDER agrees to extend the pricing associated with this contract to other Missouri, Kansas, Oklahoma, and Arkansas public entities. However, Contractor shall retain the right to contract with other entities and to negotiate mobilization and/or travel cost in addition to the pricing stated herein, directly with other entities, in order to cover cost associated with working in areas remote to the City of Joplin area.

* BIDDER agrees to Cooperative Procurement Yes No BIDDER Initials *AV*

*Insert "a corporation", "a partnership", or "an individual" as applicable.

BIDDER acknowledges receipt of the following ADDENDA:

<u>NO.</u>	<u>DATE</u>
<u>1</u>	<u>9/22/17</u>
<u>2</u>	<u>9/26/17</u>

BID SCHEDULE

BIDDER agrees to perform all the work described in the Contract Documents for the following unit or lump sum prices.

SEWER LINE CLEANING AND CCTV INSPECTION			
Item No.	Unit	Item Description	Unit Price
1	Lump Sum	Mobilization (Each Purchase Order)	\$ 750.00
Light Cleaning (Up to 3 Cleaning Passes)			
Item No.	Unit	Item Description	Unit Price
2	L.F.	6" to 10" Diameter	\$ 0.55
3	L.F.	12" to 16" Diameter	\$ 0.60
4	L.F.	18" to 21" Diameter	\$ 1.25
5	L.F.	24" to 27" Diameter	\$ 2.00
6	L.F.	30" to 32" Diameter	\$ 3.00
7	L.F.	36" to 38" Diameter	\$ 3.50
8	L.F.	42" to 48" Diameter	\$ 4.50
Heavy Cleaning (4 to 10 Cleaning Passes)			
Item No.	Unit	Item Description	Unit Price
9	L.F.	6" to 10" Diameter	\$ 0.75
10	L.F.	12" to 16" Diameter	\$ 2.10
11	L.F.	18" to 21" Diameter	\$ 8.00
12	L.F.	24" to 27" Diameter	\$ 12.00
13	L.F.	30" to 32" Diameter	\$ 13.00
14	L.F.	36" to 38" Diameter	\$ 14.00
15	L.F.	42" to 48" Diameter	\$ 16.00

SEWER LINE CLEANING AND CCTV INSPECTION (CONTINUED)			
CCTV Inspection			
Item No.	Unit	Item Description	Unit Price
16	L.F.	6" to 10" Diameter	\$ 0.74
17	L.F.	12" to 16" Diameter	\$ 0.90
18	L.F.	18" to 21" Diameter	\$ 1.00
19	L.F.	24" to 27" Diameter	\$ 1.10
20	L.F.	30" to 32" Diameter	\$ 2.00
21	L.F.	36" to 38" Diameter	\$ 2.00
22	L.F.	42" to 48" Diameter	\$ 2.00

SEWER LINE CLEANING, CCTV INSPECTION & MISCELLANEOUS SERVICES			
Regular Rates			
(A minimum 4-hour charge shall be applied to all hourly services to account for mobilization)			
Item No.	Unit	Item Description	Unit Price
23	Hr.	Operator and TV Truck	\$ 180.00
24	Hr.	Operator and Jetter Unit	\$ 165.00
25	Hr.	Operator and Jetter/Combo Unit	\$ 185.00
26	Hr.	Operator and Jumbo Jetter/Combo Unit	\$ 205.00
27	Hr.	Operator and Wet Vacuum	\$ 160.00
28	Hr.	Operator and Dry Vacuum	\$ 180.00
29	Hr.	Operator and Waterblaster	\$ 180.00
30	Hr.	Operator and Bucket Machines	\$ 215.00
31	Hr.	2-Operators, TV Truck, and Jetter Unit	\$ 275.00
32	Hr.	2-Operators, TV Truck, Jetter/Combo Unit	\$ 340.00
33	Hr.	Additional Laborer	\$ 65.00
34	Hr.	Support Truck (Safety, Fuel, and/or Pipe Supplies)	\$ 70.00

SEWER LINE CLEANING, CCTV INSPECTION & MISCELLANEOUS SERVICES (CONTINUED)

**Overtime Rates
(Refer to Prevailing Wage Law Rules)**

Item No.	Unit	Item Description	Unit Price
35	Hr.	Operator and TV Truck	\$ 195.00
36	Hr.	Operator and Jetter Unit	\$ 180.00
37	Hr.	Operator and Jetter/Combo Unit	\$ 200.00
38	Hr.	Operator and Jumbo Jetter/Combo Unit	\$ 225.00
39	Hr.	Operator and Wet Vacuum	\$ 175.00
40	Hr.	Operator and Dry Vacuum	\$ 195.00
41	Hr.	Operator and Waterblaster	\$ 195.00
42	Hr.	Operator and Bucket Machines	\$ 250.00
43	Hr.	2-Operators, TV Truck, and Jetter Unit	\$ 310.00
44	Hr.	2-Operators, TV Truck, Jetter/Combo Unit	\$ 375.00
45	Hr.	Additional Laborer	\$ 80.00
46	Hr.	Support Truck (Safety, Fuel, and/or Pipe Supplies)	\$ 70.00

Accessories

Item No.	Unit	Item Description	Unit Price
47	Lbs.	Powdered Lime	\$ 2.50
48	100' Roll	6" Plastic Vacuum Hose	\$ 150.00
49	L.F.	6" Metal Flex Hose	\$ 13.50
50	Day	Confined Space Equipment – Tripod, Gas Detector, Etc.	\$ 135.00
51	Hr.	Hurricane Nozzle	\$ 27.00

MANHOLE CLEANING AND INSPECTION

Item No.	Unit	Item Description	Unit Price
52	Lump Sum	Mobilization (Each Purchase Order)	\$ 750.00
53	Ea.	Manhole Cleaning	\$ 40.00
54	Ea.	Manhole Inspection	\$ 75.00

LATERAL SEWER LINE CCTV INSPECTION			
Item No.	Unit	Item Description	Unit Price
55	Lump Sum	Mobilization (Each Purchase Order)	\$ 750.00
56	Ea.	Setup per Manhole to Manhole Segment	\$ 50.00
57	Ea.	CCTV Lateral Sewer Line Inspection	\$ 225.00

FOAMING ROOT CONTROL			
Item No.	Unit	Item Description	Unit Price
58	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,320.00
59	Ea. L.F.	8" to 12" Diameter	\$ 1.35
60	Ea. L.F.	14" to 18" Diameter	\$ 1.50

LARGE DIAMETER SANITARY SEWER LINE INSPECTION			
Item No.	Unit	Item Description	Unit Price
61	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,500.00
62	L.F.	≥ 18" Diameter	\$ 5.25

SMOKE TESTING			
Item No.	Unit	Item Description	Unit Price
63	Lump Sum	Mobilization (Each Purchase Order)	\$ 2,100.00
64	L.F.	8" to 12" Diameter	\$ 0.46
65	L.F.	14" to 18" Diameter	\$ 0.46

LINING OF EXISTING SEWERS - CIPP			
Item No.	Unit	Item Description	Unit Price
66	Lump Sum	Mobilization (Each Purchase Order)	\$ 8,000.00
67	L.F.	8" Diameter (6 mm Liner Thickness)	\$ 23.25
68	L.F.	8" Diameter (7.5 mm Liner Thickness)	\$ 25.00

LINING OF EXISTING SEWERS - CIPP (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
69	L.F.	10" Diameter (6 mm Liner Thickness)	\$ 26.25
70	L.F.	10" Diameter (7.5 mm Liner Thickness)	\$ 28.00
71	L.F.	12" Diameter (6 mm Liner Thickness)	\$ 36.25
72	L.F.	12" Diameter (7.5 mm Liner Thickness)	\$ 39.00
73	L.F.	12" Diameter (9.0 mm Liner Thickness)	\$ 41.00
74	L.F.	12" Diameter (10.5 mm Liner Thickness)	\$ 46.00
75	L.F.	12" Diameter (12.0 mm Liner Thickness)	\$ 51.00
76	L.F.	15" Diameter (7.5 mm Liner Thickness)	\$ 72.00
77	L.F.	15" Diameter (9.0 mm Liner Thickness)	\$ 75.00
78	L.F.	15" Diameter (10.5 mm Liner Thickness)	\$ 78.00
79	L.F.	15" Diameter (12.0 mm Liner Thickness)	\$ 80.00
80	L.F.	18" Diameter (9.0 mm Liner Thickness)	\$ 83.00
81	L.F.	18" Diameter (10.5 mm Liner Thickness)	\$ 86.00
82	L.F.	18" Diameter (12.0 mm Liner Thickness)	\$ 92.00
83	L.F.	18" Diameter (13.5 mm Liner Thickness)	\$ 105.00

LINING OF EXISTING SEWERS - CIPP END SEALS			
Item No.	Unit	Item Description	Unit Price
84	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,200.00
85	Ea.	8" Diameter	\$ 479.00
86	Ea.	10" Diameter	\$ 505.00
87	Ea.	12" Diameter	\$ 530.00
88	Ea.	15" Diameter	\$ 556.00
89	Ea.	18" Diameter	\$ 582.00

LINING OF EXISTING SEWERS - CIPP POINT REPAIRS (6 FOOT LONG)			
Item No.	Unit	Item Description	Unit Price
90	Lump Sum	Mobilization (Each Purchase Order)	\$ 2,000.00
91	Ea.	8" Diameter	\$ 1,600.00
92	Ea.	10" Diameter	\$ 1,700.00
93	Ea.	12" Diameter	\$ 1,800.00
94	Ea.	15" Diameter	\$ 2,000.00
95	Ea.	18" Diameter	\$ 4,500.00

LINING OF EXISTING SEWERS - THERMOFORMED (FOLD AND FORM) PIPE			
Item No.	Unit	Item Description	Unit Price
96	Lump Sum	Mobilization (Each Purchase Order)	\$ 4,000.00
97	L.F.	8" Diameter	\$ 35.00
98	L.F.	10" Diameter	\$ 45.00
99	L.F.	12" Diameter	\$ 55.00
100	L.F.	15" Diameter	\$ 65.00
101	L.F.	18" Diameter	\$ 85.00

LINING OF EXISTING SEWERS - GLASS REINFORCED PLASTIC (GRP) CIPP CURED WITH UV LIGHT			
Item No.	Unit	Item Description	Unit Price
102	Lump Sum	Mobilization (Each Purchase Order)	\$ 4,000.00
103	L.F.	8" Diameter	\$ 44.50
104	L.F.	10" Diameter	\$ 50.00
105	L.F.	12" Diameter	\$ 66.00
106	L.F.	15" Diameter	\$ 75.00
107	L.F.	18" Diameter	\$ 85.00

LINING OF EXISTING SEWERS - CENTRIFUGALLY CAST CONCRETE PIPE (CCCP)			
Item No.	Unit	Item Description	Unit Price
108	Lump Sum	Mobilization (Each Purchase Order)	\$ 3,000.00
109	L.F.	36" Diameter	\$ 300.00
110	L.F.	38" Diameter	\$ 300.00
111	L.F.	42" Diameter	\$ 300.00
112	L.F.	48" Diameter	\$ 350.00
113	L.F.	54" Diameter	\$ 400.00
114	L.F.	60" Diameter	\$ 450.00

TRENCHLESS LATERAL CONNECTION REPAIR (LCR)			
Item No.	Unit	Item Description	Unit Price
115	Lump Sum	Mobilization (Each Purchase Order)	\$ 2,500.00
116	Ea.	Setup Per Manhole to Manhole Segment	\$ 500.00
117	Ea.	LCR - 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	\$ 1,300.00
118	Ea.	LCR - 15" to 21" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	\$ 3,000.00
119	L.F.	Additional LCR Length - 8" to 21" Diameter Main, 4" to 6" Diameter Lateral, > 18" Long	\$ 175.00
120	Ea.	LCR Terminating in Manhole, 4" to 6" Diameter, Up to 18" Long	\$ 1,850.00
121	L.F.	Additional LCR Length Terminating in Manhole, 4" to 6" Diameter, > 18" Long	\$ 65.00
122	Ea.	In-Lateral Transition from 6" to 4" Diameter or 8" to 6" Diameter	\$ 1,000.00
123	Ea.	Mainline Manhole Drops, 8" to 12" Diameter	\$ 3,000.00

SERVICE LATERAL LINE CLEANOUT INSTALLATION			
Item No.	Unit	Item Description	Unit Price
124	Lump Sum	Mobilization (Each Purchase Order)	\$ 650.00
125	Ea.	Locate for Cleanout via Lateral Launch Mainline Camera	\$ 350.00
126	Ea.	4" to 6" Diameter Cleanout Installation, 0'-6' Deep Under Turf	\$ 726.00
127	Ea.	4" to 6" Diameter Cleanout Installation, 6'-12' Deep Under Turf	\$ 770.00

SERVICE LATERAL LINE CLEANOUT INSTALLATION (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
128	Ea.	4" to 6" Diameter Cleanout Installation, 0'-6' Deep Under Alleyway	\$ 924.00
129	Ea.	4" to 6" Diameter Cleanout Installation, 6'-12' Deep Alleyway	\$ 1,210.00
130	Ea.	4" to 6" Diameter Cleanout Installation, 0'-6' Deep Under Pavement	\$ 1,210.00
131	Ea.	4" to 6" Diameter Cleanout Installation, 6'-12' Deep Under Pavement	\$ 1,500.00

MANHOLE FRAME AND COVER REPLACEMENT (OWNER PROVIDES FRAME AND COVER)			
Item No.	Unit	Item Description	Unit Price
132	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,100.00
133	Ea.	Under Turf	\$ 910.00
134	Ea.	Under Alleyway	\$ 1,100.00
135	Ea.	Under Pavement	\$ 2,750.00

MANHOLE RENOVATION - 4 FOOT DIAMETER			
Item No.	Unit	Item Description	Unit Price
136	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,500.00
137	V.F.	Cementitious (Type 1 Portland Cement)	\$ 135.00
138	V.F.	Cementitious H ₂ S Resistant (Fused Aluminate Clinker)	\$ 145.00
139	V.F.	Cementitious with Antimicrobial Additive	\$ 175.00
140	V.F.	Epoxy	\$ 185.00
141	V.F.	Cementitious and Epoxy	\$ 325.00

MANHOLE RENOVATION - 6 FOOT DIAMETER			
Item No.	Unit	Item Description	Unit Price
142	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,800.00
143	V.F.	Cementitious (Type 1 Portland Cement)	\$ 142.00
144	V.F.	Cementitious H ₂ S Resistant (Fused Aluminate Clinker)	\$ 153.00
145	V.F.	Cementitious with Antimicrobial Additive	\$ 226.00

MANHOLE RENOVATION - 5 FOOT DIAMETER (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
146	V.F.	Epoxy	\$ 210.00
147	V.F.	Cementitious & Epoxy	\$ 352.00

MANHOLE RENOVATION - 6 FOOT DIAMETER			
Item No.	Unit	Item Description	Unit Price
148	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,800.00
149	V.F.	Cementitious (Type 1 Portland Cement)	\$ 155.00
150	V.F.	Cementitious H ₂ S Resistant (Fused Aluminate Clinker)	\$ 165.00
151	V.F.	Cementitious with Antimicrobial Additive	\$ 241.00
152	V.F.	Epoxy	\$ 230.00
153	V.F.	Cementitious and Epoxy	\$ 376.00

FLEXIBLE MANHOLE CHIMNEY SEALANT			
Item No.	Unit	Item Description	Unit Price
154	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,200.00
155	V.F.	Up to 24" Diameter Chimney	\$ 495.00
156	V.F.	25" to 36" Diameter Chimney	\$ 550.00
157	V.F.	37" to 48" Diameter Chimney	\$ 625.00

MANHOLE RENOVATION USING CURED-IN-PLACE MANHOLE (CIPM)			
Item No.	Unit	Item Description	Unit Price
158	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,800.00
159	Ea.	4' Diameter CIPM (Up to 6' Deep)	\$ 3,900.00
160	V.F.	4' Diameter CIPM Extra Depth	\$ 650.00
161	Ea.	5' Diameter CIPM (Up to 6' Deep)	\$ 5,250.00
162	V.F.	5' Diameter CIPM Extra Depth	\$ 875.00
163	Ea.	6' Diameter CIPM (Up to 6' Deep)	\$ 6,420.00
164	V.F.	6' Diameter CIPM (Up to 6' Deep)	\$ 1,070.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR AN 8' TO 10' DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
165	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,100.00
166	Ea.	0'-6' Deep Under Turf, Up to 10' Long	\$ 1,775.00
167	L.F.	Additional Footage (>10'), 0'-6' Deep Under Turf	\$ 110.00
168	Ea.	6'-12' Deep Under Turf, Up to 10' Long	\$ 2,000.00
169	L.F.	Additional Footage (>10'), 6'-12' Deep Under Turf	\$ 120.00
170	Ea.	12'-18' Deep Under Turf, Up to 10' Long	\$ 3,300.00
171	L.F.	Additional Footage (>10'), 12'-18' Deep Under Turf	\$ 200.00
172	Ea.	0'-6' Deep Under Alleyway, Up to 10' Long	\$ 2,600.00
173	L.F.	Additional Footage (>10'), 0'-6' Deep Under Alleyway	\$ 140.00
174	Ea.	6'-12' Deep Under Alleyway, Up to 10' Long	\$ 3,100.00
175	L.F.	Additional Footage (>10'), 6'-12' Deep Under Alleyway	\$ 168.00
176	Ea.	12'-18' Deep Under Alleyway, Up to 10' Long	\$ 4,300.00
177	L.F.	Additional Footage (>10'), 12'-18' Deep Under Alleyway	\$ 240.00
178	Ea.	0'-6' Deep Under Pavement, Up to 10' Long	\$ 4,100.00
179	L.F.	Additional Footage (>10'), 0'-6' Deep Under Pavement	\$ 240.00
180	Ea.	6'-12' Deep Under Pavement, Up to 10' Long	\$ 4,400.00
181	L.F.	Additional Footage (>10'), 6'-12' Deep Under Pavement	\$ 250.00
182	Ea.	12'-18' Deep Under Pavement, Up to 10' Long	\$ 6,400.00
183	L.F.	Additional Footage (>10'), 12'-18' Deep Under Pavement	\$ 375.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR A 12' DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
184	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,100.00
185	Ea.	0'-6' Deep Under Turf, Up to 10' Long	\$ 1,900.00
186	L.F.	Additional Footage (>10'), 0'-6' Deep Under Turf	\$ 125.00
187	Ea.	6'-12' Deep Under Turf, Up to 10' Long	\$ 2,300.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR A 12" DIAMETER SEWER MAIN (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
188	L.F.	Additional Footage (>10'), 6'-12' Deep Under Turf	\$ 150.00
189	Ea.	12'-18' Deep Under Turf, Up to 10' Long	\$ 3,500.00
190	L.F.	Additional Footage (>10'), 12'-18' Deep Under Turf	\$ 225.00
191	Ea.	0'-6' Deep Under Alleyway, Up to 10' Long	\$ 2,750.00
192	L.F.	Additional Footage (>10'), 0'-6' Deep Under Alleyway	\$ 165.00
193	Ea.	6'-12' Deep Under Alleyway, Up to 10' Long	\$ 3,200.00
194	L.F.	Additional Footage (>10'), 6'-12' Deep Under Alleyway	\$ 200.00
195	Ea.	12'-18' Deep Under Alleyway, Up to 10' Long	\$ 4,900.00
196	L.F.	Additional Footage (>10'), 12'-18' Deep Under Alleyway	\$ 275.00
197	Ea.	0'-6' Deep Under Pavement, Up to 10' Long	\$ 4,600.00
198	L.F.	Additional Footage (>10'), 0'-6' Deep Under Pavement	\$ 275.00
199	Ea.	6'-12' Deep Under Pavement, Up to 10' Long	\$ 5,400.00
200	L.F.	Additional Footage (>10'), 6'-12' Deep Under Pavement	\$ 300.00
201	Ea.	12'-18' Deep Under Pavement, Up to 10' Long	\$ 7,700.00
202	L.F.	Additional Footage (>10'), 12'-18' Deep Under Pavement	\$ 450.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR A 15" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
203	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,100.00
204	Ea.	0'-6' Deep Under Turf, Up to 10' Long	\$ 2,200.00
205	L.F.	Additional Footage (>10'), 0'-6' Deep Under Turf	\$ 150.00
206	Ea.	6'-12' Deep Under Turf, Up to 10' Long	\$ 2,750.00
207	L.F.	Additional Footage (>10'), 6'-12' Deep Under Turf	\$ 175.00
208	Ea.	12'-18' Deep Under Turf, Up to 10' Long	\$ 4,000.00
209	L.F.	Additional Footage (>10'), 12'-18' Deep Under Turf	\$ 220.00
210	Ea.	0'-6' Deep Under Alleyway, Up to 10' Long	\$ 3,000.00
211	L.F.	Additional Footage (>10'), 0'-6' Deep Under Alleyway	\$ 185.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR A 15" DIAMETER SEWER MAIN (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
212	Ea.	6'-12' Deep Under Alleyway, Up to 10' Long	\$ 3,500.00
213	L.F.	Additional Footage (>10'), 6'-12' Deep Under Alleyway	\$ 200.00
214	Ea.	12'-18' Deep Under Alleyway, Up to 10' Long	\$ 5,000.00
215	L.F.	Additional Footage (>10'), 12'-18' Deep Under Alleyway	\$ 275.00
216	Ea.	0'-6' Deep Under Pavement, Up to 10' Long	\$ 4,800.00
217	L.F.	Additional Footage (>10'), 0'-6' Deep Under Pavement	\$ 300.00
218	Ea.	6'-12' Deep Under Pavement, Up to 10' Long	\$ 5,500.00
219	L.F.	Additional Footage (>10'), 6'-12' Deep Under Pavement	\$ 300.00
220	Ea.	12'-18' Deep Under Pavement, Up to 10' Long	\$ 7,700.00
221	L.F.	Additional Footage (>10'), 12'-18' Deep Under Pavement	\$ 440.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR AN 18" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
222	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,100.00
223	Ea.	0'-6' Deep Under Turf, Up to 10' Long	\$ 2,750.00
224	L.F.	Additional Footage (>10'), 0'-6' Deep Under Turf	\$ 200.00
225	Ea.	6'-12' Deep Under Turf, Up to 10' Long	\$ 3,200.00
226	L.F.	Additional Footage (>10'), 6'-12' Deep Under Turf	\$ 225.00
227	Ea.	12'-18' Deep Under Turf, Up to 10' Long	\$ 4,400.00
228	L.F.	Additional Footage (>10'), 12'-18' Deep Under Turf	\$ 275.00
229	Ea.	0'-6' Deep Under Alleyway, Up to 10' Long	\$ 3,800.00
230	L.F.	Additional Footage (>10'), 0'-6' Deep Under Alleyway	\$ 250.00
231	Ea.	6'-12' Deep Under Alleyway, Up to 10' Long	\$ 4,000.00
232	L.F.	Additional Footage (>10'), 6'-12' Deep Under Alleyway	\$ 250.00
233	Ea.	12'-18' Deep Under Alleyway, Up to 10' Long	\$ 5,500.00
234	L.F.	Additional Footage (>10'), 12'-18' Deep Under Alleyway	\$ 330.00
235	Ea.	0'-6' Deep Under Pavement, Up to 10' Long	\$ 5,400.00

OPEN TRENCH SEWER LINE POINT REPAIR FOR AN 18" DIAMETER SEWER MAIN (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
236	L.F.	Additional Footage (>10'), 0'-6' Deep Under Pavement	\$ 325.00
237	Ea.	6'-12' Deep Under Pavement, Up to 10' Long	\$ 6,100.00
238	L.F.	Additional Footage (>10'), 6'-12' Deep Under Pavement	\$ 350.00
239	Ea.	12'-18' Deep Under Pavement, Up to 10' Long	\$ 8,300.00
240	L.F.	Additional Footage (>10'), 12'-18' Deep Under Pavement	\$ 500.00

OPEN TRENCH LATERAL (4" OR 6" DIA.) CONNECTION REPAIR FOR AN 8" OR 10" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
241	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,100.00
242	Ea.	0'-6' Deep Under Turf	\$ 2,200.00
243	Ea.	6'-12' Deep Under Turf	\$ 2,700.00
244	Ea.	12'-18' Deep Under Turf	\$ 4,000.00
245	Ea.	0'-6' Deep Under Alleyway	\$ 3,000.00
246	Ea.	6'-12' Deep Under Alleyway	\$ 3,400.00
247	Ea.	12'-18' Deep Under Alleyway	\$ 4,800.00
248	Ea.	0'-6' Deep Under Pavement	\$ 5,100.00
249	Ea.	6'-12' Deep Under Pavement	\$ 5,200.00
250	Ea.	12'-18' Deep Under Pavement	\$ 7,200.00

OPEN TRENCH LATERAL (4" OR 6" DIA.) CONNECTION REPAIR FOR A 12" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
251	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,100.00
252	Ea.	0'-6' Deep Under Turf	\$ 2,400.00
253	Ea.	6'-12' Deep Under Turf	\$ 3,000.00
254	Ea.	12'-18' Deep Under Turf	\$ 4,200.00
255	Ea.	0'-6' Deep Under Alleyway	\$ 3,200.00
256	Ea.	6'-12' Deep Under Alleyway	\$ 3,500.00

OPEN TRENCH LATERAL (4" OR 6" DIA.) CONNECTION REPAIR FOR A 12" DIAMETER SEWER MAIN (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
257	Ea.	12'-18' Deep Under Alleyway	\$ 5,100.00
258	Ea.	0'-6' Deep Under Pavement	\$ 5,500.00
259	Ea.	6'-12' Deep Under Pavement	\$ 6,000.00
260	Ea.	12'-18' Deep Under Pavement	\$ 8,100.00

OPEN TRENCH LATERAL (4" OR 6" DIA.) CONNECTION REPAIR FOR A 15" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
261	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,100.00
262	Ea.	0'-6' Deep Under Turf	\$ 2,500.00
263	Ea.	6'-12' Deep Under Turf	\$ 3,000.00
264	Ea.	12'-18' Deep Under Turf	\$ 4,300.00
265	Ea.	0'-6' Deep Under Alleyway	\$ 3,200.00
266	Ea.	6'-12' Deep Under Alleyway	\$ 3,700.00
267	Ea.	12'-18' Deep Under Alleyway	\$ 5,100.00
268	Ea.	0'-6' Deep Under Pavement	\$ 5,600.00
269	Ea.	6'-12' Deep Under Pavement	\$ 5,500.00
270	Ea.	12'-18' Deep Under Pavement	\$ 8,300.00

OPEN TRENCH LATERAL (4" OR 6" DIA.) CONNECTION REPAIR FOR A 18" DIAMETER SEWER MAIN			
Item No.	Unit	Item Description	Unit Price
271	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,100.00
272	Ea.	0'-6' Deep Under Turf	\$ 2,700.00
273	Ea.	6'-12' Deep Under Turf	\$ 3,000.00
274	Ea.	12'-18' Deep Under Turf	\$ 4,500.00
275	Ea.	0'-6' Deep Under Alleyway	\$ 3,400.00
276	Ea.	6'-12' Deep Under Alleyway	\$ 3,800.00
277	Ea.	12'-18' Deep Under Alleyway	\$ 5,500.00

OPEN TRENCH LATERAL (4" OR 6" DIA.) CONNECTION REPAIR FOR A 18" DIAMETER SEWER MAIN (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
278	Ea.	0'-6' Deep Under Pavement	\$ 5,800.00
279	Ea.	6'-12' Deep Under Pavement	\$ 6,200.00
280	Ea.	12'-18' Deep Under Pavement	\$ 8,400.00

OPEN TRENCH LATERAL SEWER LINE (4" OR 6" DIA.)			
Item No.	Unit	Item Description	Unit Price
281	L.F.	0'-6' Deep Under Turf	\$ 48.00
282	L.F.	6'-12' Deep Under Turf	\$ 85.00
283	L.F.	12'-18' Deep Under Turf	\$ 110.00
284	L.F.	0'-6' Deep Under Alleyway	\$ 84.00
285	L.F.	6'-12' Deep Under Alleyway	\$ 100.00
286	L.F.	12'-18' Deep Under Alleyway	\$ 145.00
287	L.F.	0'-6' Deep Under Pavement	\$ 125.00
288	L.F.	6'-12' Deep Under Pavement	\$ 150.00
289	L.F.	12'-18' Deep Under Pavement	\$ 210.00

PRESSURE TESTING AND GROUTING OF SEWER AND LATERAL LINE JOINTS			
Item No.	Unit	Item Description	Unit Price
290	Lump Sum	Mobilization (Each Purchase Order)	\$ 750.00
291	Ea.	Testing of 8" Diameter Pipe Joints	\$ 50.00
292	Ea.	Testing of 10" Diameter Pipe Joints	\$ 50.00
293	Ea.	Testing of 12" Diameter Pipe Joints	\$ 50.00
294	Ea.	Grouting of 8" Diameter Pipe Joints	\$ 30.00
295	Ea.	Grouting of 10" Diameter Pipe Joints	\$ 30.00
296	Ea.	Grouting of 12" Diameter Pipe Joints	\$ 30.00
297	Ea.	Testing Lateral Connections on an 8" Diameter Sewer Main	\$ 400.00
298	Ea.	Testing Lateral Connections on a 10" Diameter Sewer Main	\$ 400.00

PRESSURE TESTING AND GROUTING OF SEWER AND LATERAL LINE JOINTS (CONTINUED)			
Item No.	Unit	Item Description	Unit Price
299	Ea.	Testing Lateral Connections on a 12" Diameter Sewer Main	\$ 400.00
300	Ea.	Grouting Lateral Connections on an 8" Diameter Sewer Main	\$ 100.00
301	Ea.	Grouting Lateral Connections on a 10" Diameter Sewer Main	\$ 100.00
302	Ea.	Grouting Lateral Connections on a 12" Diameter Sewer Main	\$ 100.00
303	Ea.	Testing of Small Diameter Sewer Lines Connected to manholes	\$ 400.00

PRESSURE TESTING AND GROUTING OF SEWER AND LATERAL LINE JOINTS			
Item No.	Unit	Item Description	Unit Price
304	Ea.	Grouting of Small Diameter Sewer Lines Connected to Manholes	\$ 100.00
305	Gal.	Grout	\$ 12.00
306	Gal.	Chemical Grout	\$ 12.00

SANITARY SEWER EASEMENT CLEARING AND GRUBBING			
Item No.	Unit	Item Description	Unit Price
307	Lump Sum	Mobilization (Each Purchase Order)	\$ 1,100.00
308	Hr.	Operator with Hand Tools	\$ 140.00
309	Hr.	Operator with Machine	\$ 165.00

BYPASS PUMPING			
Item No.	Unit	Item Description	Unit Price
310	Lump Sum	Mobilization (Each Purchase Order)	\$ 3,850.00
311	Hr.	4-Inch Bypass Pump	\$ 325.00
312	Hr.	6-Inch Bypass Pump	\$ 450.00
313	Hr.	8-Inch Bypass Pump	\$ 725.00

DISPOSAL OF LEAD CONTAMINATED SOIL			
Item No.	Unit	Item Description	Unit Price
314	C.Y.	Disposal of Lead Soil, per Specifications	\$ 13.50

TRAFFIC CONTROL			
Item No.	Unit	Item Description	Unit Price
315	Ea.	Local Street Closure (Up to 5-days)	\$ 525.00
316	Ea.	Short Duration Traffic Control for Collector or Arterial Street (Up to 4-hours)	\$ 525.00
Short-Term Stationary Traffic Control for Collector or Arterial Street			
317	Ea.	Outside Lane Closure (1-day)	\$ 630.00
318	Ea.	Inside Lane Closure (1-day)	\$ 650.00
319	Ea.	Center Turn Lane Closure (1-day)	\$ 700.00
320	Ea.	Double Lane Closure (1-day)	\$ 775.00
Intermediate-Term Stationary Traffic Control for Collector or Arterial Street			
321	Ea.	Outside Lane Closure (Up to 3-days)	\$ 1,650.00
322	Day	Outside Lane Closure (Each Additional Day)	\$ 400.00
323	Ea.	Inside Lane Closure (Up to 3-days)	\$ 1,700.00
324	Day	Inside Lane Closure (Each Additional Day)	\$ 400.00
325	Ea.	Center Turn Lane Closure (Up to 3-days)	\$ 1,800.00
326	Day	Center Turn Lane Closure (Each Additional Day)	\$ 400.00
327	Ea.	Double Lane Closure (Up to 3-days)	\$ 1,750.00
328	Day	Double Lane Closure (Each Additional Day)	\$ 420.00

PERFORMANCE AND PAYMENT (LABOR AND MATERIALS) BOND			
Item No.	Unit	Item Description	Unit Price
329	Lump Sum	When Performance and Payment Bonds are required by the Owner, an amount equal to 1.5% of each Purchase Order shall be added to the Total Purchase Order Amount.	\$ 1.5%

PROJECTED PURCHASE ORDER NUMBER 1

(Unit Prices Below Must Match Unit Prices From Above)

Item No.	Quantity	Unit	Description	Unit Price	Extended Total
1-1	1	Lump Sum	Sewer Line Cleaning and CCTV Inspection – Mobilization	\$ 750.00	\$ 750.00
1-2	25,000	L.F.	Light Cleaning – 6" to 10" Diameter	\$ 0.55	\$ 13,750.00
1-3	5,000	L.F.	Light Cleaning – 12" to 16" Diameter	\$ 0.60	\$ 3,000.00
1-9	6,500	L.F.	Heavy Cleaning – 6" to 10" Diameter	\$ 0.75	\$ 4,875.00
1-10	1,250	L.F.	Heavy Cleaning – 12" to 16" Diameter	\$ 2.10	\$ 2,625.00
1-16	25,000	L.F.	CCTV Inspection (PACP Compliant) 6" to 10" Diameter	\$ 0.74	\$ 18,500.00
1-17	5,000	L.F.	CCTV Inspection (PACP Compliant) 12" to 16" Diameter	\$ 0.90	\$ 4,500.00
1-23	8	Hr.	Sewer Line Cleaning, CCTV Inspection & Misc. Services – Operator and TV Truck	\$ 180.00	\$ 1,440.00
1-25	8	Hr.	Sewer Line Cleaning, CCTV Inspection & Misc. Services – Operator and Jetter/Combo Unit	\$ 185.00	\$ 1,480.00
1-32	24	Hr.	Sewer Line Cleaning, CCTV Inspection & Misc. Services – 2-Operators, TV Truck, and Jetter/Combo Unit	\$ 340.00	\$ 8,160.00
1-52	1	Lump Sum	Manhole Cleaning and Inspection – Mobilization	\$ 750.00	\$ 750.00
1-53	20	Ea.	Manhole Cleaning	\$ 40.00	\$ 800.00
1-54	20	Ea.	Manhole Inspection	\$ 75.00	\$ 1,500.00
1-55	1	Lump Sum	Lateral Sewer Line CCTV Inspection – Mobilization	\$ 750.00	\$ 750.00
1-56	5	Ea.	Lateral Sewer Line CCTV Inspection – Setup per Manhole to Manhole Segment	\$ 50.00	\$ 250.00
1-57	25	Ea.	Lateral Sewer Line CCTV Inspection	\$ 225.00	\$ 5,625.00
1-63	1	Lump Sum	Smoke Testing – Mobilization	\$ 2,100.00	\$ 2,100.00
1-64	25,000	L.F.	Smoke Testing – 8" to 12" Diameter	\$ 0.46	\$ 11,500.00
1-65	5,000	L.F.	Smoke Testing – 14" to 18" Diameter	\$ 0.46	\$ 2,300.00

Item No.	Quantity	Unit	Description	Unit Price	Extended Total
1-66, 1-96, or 1-102	1	Lump Sum	Lining of Existing Sewers – Mobilization	\$8,000.00	\$ 8,000.00
1-67, 1-97, or 1-103	5,000	L.F.	Lining of Existing Sewers – 8" Diameter	\$ 23.25	\$116,250.00
1-69, 1-98, or 1-104	2,500	L.F.	Lining of Existing Sewers – 10" Diameter	\$ 26.25	\$ 65,625.00
1-71, 1-99, or 1-105	800	L.F.	Lining of Existing Sewers – 12" Diameter	<i>36.25</i> \$ 36.35	\$ 29,000.00
1-90	1	Lump Sum	CIPP Point Repair (5-Foot Long) – Mobilization	\$2,000.00	\$ 2,000.00
1-91	50	Ea.	CIPP Point Repair – 8" Diameter	\$1,600.00	\$ 80,000.00
1-92	10	Ea.	CIPP Point Repair – 10" Diameter	\$1,700.00	\$ 17,000.00
1-115	1	Lump Sum	Trenchless Lateral Connection Repair (LCR) – Mobilization	\$2,500.00	\$ 2,500.00
1-116	20	Ea.	Trenchless LCR – Setup Per Manhole to Manhole Segment	\$ 500.00	\$ 10,000.00
1-117	150	Ea.	Trenchless LCR – 8" to 12" Diameter Main, 4" to 6" Diameter Lateral, Up to 18" Long	\$1,300.00	\$195,000.00
1-132	1	Lump Sum	Manhole Frame and Cover Replacement – Mobilization	\$1,100.00	\$ 1,100.00
1-133	5	Ea.	Manhole Frame and Cover Replacement – Under Turf	\$ 910.00	\$ 4,550.00
1-134	20	Ea.	Manhole Frame and Cover Replacement – Under Alleyway	\$1,100.00	\$ 22,000.00
1-135	5	Ea.	Manhole Frame and Cover Replacement – Under Pavement	<i>2750.00</i> \$2,800.00	\$ 14,000.00
1-136	1	Lump Sum	Manhole Rehabilitation, 4 Foot Diameter – Mobilization	\$1,500.00	\$ 1,500.00
1-139	200	V.F.	Manhole Rehabilitation, 4 Foot Diameter – Cementitious with Antimicrobial Additive	\$ 175.00	\$ 35,000.00
1-141	15	V.F.	Manhole Rehabilitation, 4 Foot Diameter – Cementitious & Epoxy	\$ 325.00	\$ 4,875.00
1-154	1	Lump Sum	Flexible Manhole Chimney Sealant – Mobilization	\$1,200.00	\$ 1,200.00

Item No.	Quantity	Unit	Description	Unit Price	Extended Total
1-155	40	V.F.	Flexible Manhole Chimney Sealant – Up to 24" Diameter	\$ 495.00	\$19,800.00
1-165	1	Lump Sum	Open Trench Point Repair, 8" to 10" Dia. Main – Mobilization	\$1,100.00	\$ 1,100.00
1-166	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 0'-6' Deep Under Turf, Up to 10' Long	\$1,775.00	\$ 1,775.00
1-168	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 6'-12' Deep Under Turf, Up to 10' Long	\$2,000.00	\$ 2,000.00
1-169	10	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main – Additional Footage (>10' Long), 6'-12' Deep Under Turf	\$ 120.00	\$ 1,200.00
1-170	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 12'-18' Deep Under Turf, Up to 10' Long	\$3,300.00	\$ 3,300.00
1-172	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 0'-6' Deep Under Alleyway, Up to 10' Long	\$2,600.00	\$ 2,600.00
1-173	10	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main – Additional Footage (>10' Long), 0'-6' Deep Under Alleyway	\$ 140.00	\$ 1,400.00
1-174	5	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 6'-12' Deep Under Alleyway, Up to 10' Long	\$3,100.00	\$ 15,500.00
1-175	50	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main – Additional Footage (>10' Long), 6'-12' Deep Under Alleyway	\$ 168.00	\$ 8,400.00
1-176	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 12'-18' Deep Under Alleyway, Up to 10' Long	\$4,300.00	\$ 4,300.00
1-177	10	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main – Additional Footage (>10' Long), 12'-18' Deep Under Alleyway	\$ 240.00	\$ 2,400.00
1-178	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 0'-6' Deep Under Pavement, Up to 10' Long	\$4,100.00	\$ 4,100.00
1-179	10	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main – Additional Footage (>10' Long), 0'-6' Deep Under Pavement	\$ 240.00	\$ 2,400.00
1-180	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 6'-12' Deep Under Pavement, Up to 10' Long	\$4,400.00	\$ 4,400.00
1-181	10	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main – Additional Footage (>10' Long), 6'-12' Deep Under Pavement	\$ 250.00	\$ 2,500.00
1-182	1	Ea.	Open Trench Point Repair, 8" to 10" Dia. Main – 12'-18' Deep Under Pavement, Up to 10' Long	\$6,400.00	\$ 6,400.00

Item No.	Quantity	Unit	Description	Unit Price	Extended Total
1-183	10	L.F.	Open Trench Point Repair, 8" to 10" Dia. Main - Additional Footage (>10' Long), 12'-18' Deep Under Pavement	\$ 375.00	\$ 3,750.00
1-241	1	Lump Sum	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main - Mobilization	\$1,100.00	\$ 1,100.00
1-242	1	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main - 0'-6' Deep Under Turf	\$2,200.00	\$ 2,200.00
1-243	1	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main - 6'-12' Deep Under Turf	2,700.00 \$2,750.00	\$ 2,750.00
1-244	1	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main - 12'-18' Deep Under Turf	\$4,000.00	\$ 4,000.00
1-245	5	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main - 0'-6' Deep Under Alleyway	\$3,000.00	\$ 15,000.00
1-246	10	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main - 6'-12' Deep Under Alleyway	\$3,400.00	\$ 34,000.00
1-247	5	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main - 12'-18' Deep Under Alleyway	\$4,800.00	\$ 24,000.00
1-248	1	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main - 0'-6' Deep Under Pavement	\$5,100.00	\$ 5,100.00
1-249	1	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main - 6'-12' Deep Under Pavement	\$5,200.00	\$ 5,200.00
1-250	1	Ea.	Open Trench Lateral Connection Repair, 8" to 10" Dia. Main - 12'-18' Deep Under Pavement	\$7,200.00	\$ 7,200.00
1-281	5	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) - 0'-6' Deep Under Turf	\$ 48.00	\$ 240.00
1-282	10	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) - 6'-12' Deep Under Turf	\$ 85.00	\$ 850.00
1-283	15	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) - 12'-18' Deep Under Turf	\$ 110.00	\$ 1,650.00
1-284	25	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) - 0'-6' Deep Under Alleyway	\$ 84.00	\$ 2,100.00
1-285	100	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) - 6'-12' Deep Under Alleyway	\$ 100.00	\$ 10,000.00
1-286	75	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) - 12'-18' Deep Under Alleyway	\$ 145.00	\$ 10,875.00
1-287	5	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) - 0'-6' Deep Under Pavement	\$ 125.00	\$ 625.00
1-288	10	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) - 6'-12' Deep Under Pavement	\$ 150.00	\$ 1,500.00

Item No.	Quantity	Unit	Description	Unit Price	Extended Total
1-289	15	L.F.	Open Trench Lateral Sewer Line (4" to 6" Dia.) - 12'-18' Deep Under Pavement	\$ 210.00	\$ 3,150.00
1-314	1,000	C.Y.	Disposal of Lead Contaminated Soil	\$ 13.50	\$13,500.00
1-315	2	Ea.	Local Street Closure	\$ 525.00	\$ 1,050.00
1-316	10	Ea.	Short-Duration Traffic Control for Collector or Arterial	\$ 525.00	\$ 5,250.00
1-317	1	Ea.	Short-Term Stationary - Outside Lane Closure (1-day)	\$ 650.00	\$ 650.00
1-318	1	Ea.	Short-Term Stationary - Inside Lane Closure (1-day)	\$ 675.00	\$ 675.00
1-319	1	Ea.	Short-Term Stationary - Center Turn Lane Closure (1-day)	700.00 \$ 750.00	700.00 \$ 750.00
1-320	1	Ea.	Short-Term Stationary - Double Lane Closure (1-day)	775.00 \$ 800.00	775.00 \$ 800.00
1-327	1	Ea.	Intermediate-Term Stationary - Double Lane Closure (Up to 3-days)	\$1,760.00	\$ 1,750.00
1-328	11	Day	Intermediate-Term Stationary - Double Lane Closure (Each Additional Day)	\$ 420.00	\$ 4,620.00
1-329	1	Lump Sum	Performance and Payment Bond (1.5% of the sum of above items)	14,132.48 \$	14,126.85 \$14,132.49
Total Projected Purchase Order Number 1 Amount \$ 956,297.48					

\$955,916.85

BIDDER understands and acknowledges that the preceding PROJECTED PURCHASE ORDER NUMBER 1 AMOUNT will serve as the basis for comparison of bids, however, the BIDDER may be asked to provide a complete and detailed breakdown of bid item prices following opening of the bids but prior to award of contract. BIDDER also hereby certifies that the bid prices for each component of the project will be substantiated by submittal of a detailed cost breakdown of all components of the PROJECT to the ENGINEER prior to release of any payments to the BIDDER for work performed.

Award for the contract shall be based upon the lowest responsible, responsive bid for the Projected Purchase Order Number 1 work. The bid price for each item shall include the cost of all adjacent or related items that are called for in the specifications or are otherwise necessary to provide completely the improvements. Award of the Contract shall be based upon available funding at the sole discretion of the City of Joplin.

A unit price shall be submitted for each bid item set forth in the Bid Schedule. The unit prices for Projected Purchase Order Number 1 items shall be the same as the unit prices submitted for the same items included in the remainder of the Bid Schedule.

The BIDDER agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) consecutive calendar days after the scheduled closing time for receiving bids.

Respectfully submitted,

Ace Pipe Cleaning, Inc.

Name of Contractor

By

Bruce Vantine
Bruce Vantine

Secretary/Treasurer

Title

6601 Universal Ave.
Address (Including Zip Code)

Kansas City, MO 64120

ATTEST:

By

Contract Manager

Title

(SEAL)
(If Bid is a Corporation)

Packet Information

File #: 2018-2273, **Version:** 1

Discussion of the FY20 Budget Process

Issue/Request:

Discussion of the FY20 Budget Process

Key Issues:

During the last Finance and Budget Committee meeting, the Chairman requested that this item be placed on the meeting agenda for purposes of discussing the upcoming budget process.