

Your summary of benefits

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Notes:

- [illegible]

Questions: (833) 578-4436 or visit us at www.nathem.com

MO/LG/City of Bolivar Anthem Blue Preferred Select Option 15 with Rx Option E1//01-01-2020

Your summary of benefits

- Physicians, Internists, Pediatricians, OB/Gyns, Geriatrics, Physical Therapy, Occupational Therapy or any other Network provider as allowed by the plan).
- Immunization through age 5 – No Cost Share up to the maximum allowable amount (Network/Non-Network).
 - Benefits are limited to abortions performed to preserve the life of the female upon whom the abortion is performed. Elective abortions are not a Covered Service.
 - Urgent Care Facility/Copy exclude certain diagnostic test such as MRAs, MRIs, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, Allergy Testing, and Pharmaceutical Injection and drugs.
 - If you get Covered Services from a Physical Therapist or Occupational Therapist, you will not have to pay an office visit or outpatient Facility/Copyment or Coinsurance that is higher than what you would pay for a Primary Care Physician office visit.

Your summary of benefits

This summary of benefits is intended to be a brief outline of coverage. The entire provisions of benefit and exclusions are contained in the Group Contract, Certificate, and Schedule of Benefits. In the event of a conflict between the Group Contract and this description, the terms of the Group Contract will prevail.

By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable) Underwriting signature (if applicable)	Date
<i>Sherry Stagle</i>	12-10-19

In Missouri, (including 30 counties in the Kansas City area) Anthem Blue Cross and Blue Shield is the trade name of HighChoice® Managed Care, Inc. (HMC), Health Alliance® Life Insurance Company (HALIC), and HMO Missouri, Inc. (HMO) and certain affiliates administer non-HMC benefits underwritten by HALIC and HMO. Benefits of the Blue Cross and Blue Shield Association. The HMO and certain affiliates only provide administrative services for self-funded plans and do not underwrite benefits. Independent licensees of registered under the Blue Cross and Blue Shield Association.

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MO/LG/City of Bolivar-Anthem Blue Preferred Select Option 15 with Rx Option E1//01-01-2020

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MO/LG/City of Bolivar-Anthem Blue Preferred Select Option 15 with Rx Option E1//01-01-2020

Your summary of benefits



Anthem® BlueCross and BlueShield

Your Plan: City of Bolivar-Anthem Blue Preferred Select Option 9 with Rx Option E1

Your Network: Blue Preferred

This summary of benefits is a brief outline of coverage, designed to help you with the selection process. This summary does not reflect each and every benefit, exclusion and limitation which may apply to the coverage. For more details, important limitations and exclusions, please review the formal Evidence of Coverage (EOC). If there is a difference between this summary and the Evidence of Coverage (EOC), the Evidence of Coverage (EOC) will prevail.

This summary of benefits has been updated to comply with federal and state requirements, including applicable provisions of the recently enacted federal health care reform laws. As we receive additional guidance and clarification on the new health care reform laws from the U.S. Department of Health and Human Services, Department of Labor and Internal Revenue Service, we may be required to make additional changes to this summary of benefits.

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Overall Deductible See notes section to understand how your deductible works. Your plan may also have a separate Prescription Drug Deductible. See Prescription Drug Coverage section.	\$3,000 person / \$9,000 family	\$9,000 person / \$27,000 family
Out-of-Pocket Limit When you meet your out-of-pocket limit, you will no longer have to pay out-of-pocket during the remainder of your benefit period. See notes section for additional information regarding your out of pocket maximum.	\$6,000 person / \$12,000 family	\$18,000 person / \$36,000 family
Preventive care/screening/immunization In-network preventive care is not subject to deductible, if your plan has a deductible.	No charge	30% coinsurance after deductible is met
Doctor Home and Office Services Primary Care Visit to treat an injury or illness When Allergy injections are billed separately by network providers, the member is responsible for a \$10 copay. When billed as part of an office visit, there is no additional cost to the member for the injection.	\$30 copay per visit deductible does not apply	30% coinsurance after deductible is met
Specialist Care Visit When Allergy injections are billed separately by network providers, the member is responsible for a \$10 copay. When billed as part of an office visit, there is no additional cost to the member for the injection.	\$60 copay per visit deductible does not apply	30% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Prenatal and Post-natal Care In-Network preventive prenatal services are covered at 100%.	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Other Practitioner Visits: Retail Health Clinic Preferred On-line Visit Includes: Mental/Behavioral Health and Substance Abuse Other Participating Provider On-line Visit Includes: Mental/Behavioral Health and Substance Abuse	\$30 copay per visit deductible does not apply \$10 copay per visit deductible does not apply \$30 copay per visit deductible does not apply	30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met
M manipulation Therapy Coverage is limited to 26 visits per benefit period. Applies to In-Network. Visit limits are combined both across outpatients and other professional visits.	30% coinsurance deductible does not apply	Not covered
Other Services in an Office: Allergy Testing Chemo/ Radiation Therapy Performed by a Primary Care Physician Chemo/ Radiation Therapy Performed by a Specialist Dialysis/Hemodialysis	0% coinsurance after deductible is met \$30 copay per visit deductible does not apply \$60 copay per visit deductible does not apply \$60 copay per visit deductible does not apply	30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met
Prescription Drugs For the drug itself dispensed in the office through infusion/injection.	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits		Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Diagnostic Services			
Lab:			
Office	No charge	30% coinsurance after deductible is met	
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
X-Ray:			
Office	No charge	30% coinsurance after deductible is met	
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
Advanced Diagnostic Imaging (for example, MRI/PET/CAT scans):			
Office	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
Freestanding Radiology Center	0% coinsurance after deductible is met	30% coinsurance after deductible is met	
Outpatient Hospital	0% coinsurance after deductible is met	30% coinsurance after deductible is met	

Your summary of benefits

Covered Medical Benefits		Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Emergency and Urgent Care			
Urgent Care <i>When Allergy injections are billed separately by network provider, the member is responsible for a \$10 copay. When billed as part of an office visit, there is no additional cost to the member for the injection. The urgent care office visit cost then applies to both office and facility based urgent care providers.</i>		\$75 copay per visit deductible does not apply	30% coinsurance after deductible is met
Emergency Room Facility Services <i>Copay waived if admitted.</i>		\$300 copay per visit after deductible is met	Covered as In-Network
Emergency Room Doctor and Other Services		0% coinsurance after deductible is met	Covered as In-Network
Emergency Room Mental/Behavioral Health and Substance Abuse Doctor Services		\$30 copay per visit after deductible is met	Covered as In-Network
Ambulance (Air, Ground, and Water) <i>Non-emergency non-network Ambulance Services are limited to \$50,000 per occurrence.</i>		0% coinsurance after deductible is met	Covered as In-Network
Outpatient Mental/Behavioral Health and Substance Abuse Doctor Office Visit		\$30 copay per visit deductible does not apply	30% coinsurance after deductible is met
Facility visit:			
Facility Fees		0% coinsurance after deductible is met	30% coinsurance after deductible is met
Doctor Services		0% coinsurance after deductible is met	30% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Outpatient Surgery Facility Fees: Hospital Freestanding Surgical Center Doctor and Other Services: Hospital Freestanding Surgical Center	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met
Hospital Stay (all inpatient stays including Maternity, Mental / Behavioral Health, and Substance Abuse) Facility fees (for example, room & board) <i>Coverage for Skilled Nursing, Outpatient Rehabilitation and Inpatient Rehabilitation facility settings is limited to 130 days combined per benefit period. Limit is combined In-Network and Non-Network. Benefit includes coverage for Outpatient Rehabilitation program.</i> Human Organ and Tissue Transplants <i>Acquisition and transplant procedure, collection and storage. Kidney and Cornea are treated the same as any other illness and subject to the medical benefit.</i> Doctor and other services	0% coinsurance after deductible is met 0% coinsurance after deductible is met 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met 30% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Recovery & Rehabilitation Home Health Care <i>Coverage is limited to 100 visits per benefit period. Limit is combined In-Network and Non-Network. Limits are combined for home health care and private duty nursing.</i> Rehabilitation services (for example, physical/speech/occupational therapy): Office <i>Coverage for Occupational Rehabilitation services is limited to 20 visits per benefit period. Coverage for Physical Rehabilitation and Manipulation Therapy Services is limited to 20 visits per benefit period. Limit excludes manipulation therapy by a Chiropractor. Limit is combined In-network and Non-Network across professional and outpatient visits.</i> Outpatient Hospital <i>Coverage for Occupational Rehabilitation services is limited to 20 visits per benefit period. Coverage for Physical Rehabilitation and Manipulation Therapy Services is limited to 20 visits per benefit period. Limit excludes manipulation therapy by a Chiropractor. Limit is combined In-network and Non-Network across professional and outpatient visits.</i>	0% coinsurance after deductible is met \$30 copay per visit deductible does not apply	30% coinsurance after deductible is met 30% coinsurance after deductible is met
Cardiac rehabilitation Office <i>Coverage is limited to 36 visits per benefit period. Limit is combined In-Network and Non-Network. Visit limits are combined both across outpatient and other professional visits.</i> Outpatient Hospital <i>Coverage is limited to 36 visits per benefit period. Limit is combined In-Network and Non-Network. Visit limits are combined both across outpatient and other professional visits.</i>	\$60 copay per visit deductible does not apply 0% coinsurance after deductible is met	30% coinsurance after deductible is met 30% coinsurance after deductible is met
Pulmonary rehabilitation Office	\$60 copay per visit deductible does not apply	30% coinsurance after deductible is met

Your summary of benefits

Covered Medical Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
<p><i>Coverage is limited to 20 visits per benefit period. Limit is combined In-Network and Non-Network. Visit limits are combined both across outpatient and other professional visits.</i></p> <p>Outpatient Hospital <i>Coverage is limited to 20 visits per benefit period. Limit is combined In-Network and Non-Network. Visit limits are combined both across outpatient and other professional visits.</i></p>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
<p>Skilled Nursing Care (in a facility) <i>Coverage for Skilled Nursing, Outpatient Rehabilitation and Inpatient Rehabilitation facility settings is limited to 150 days combined per benefit period. Limit is combined In-Network and Non-Network. Benefit includes coverage for Outpatient Rehabilitation program.</i></p>	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Hospice	0% coinsurance after deductible is met	30% coinsurance after deductible is met
Durable Medical Equipment	50% coinsurance after deductible is met	50% coinsurance after deductible is met
<p>Prosthetic Devices <i>Coverage for any other cancer treatment is limited to 1 item per benefit period. Coverage for any medical other cancer treatment is limited to 1 item per benefit period. Limit is combined In-Network and Non-Network. Applies to In-Network.</i></p>	0% coinsurance after deductible is met	30% coinsurance after deductible is met

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Pharmacy Deductible	Not applicable	Not applicable
Pharmacy Out of Pocket	Combined with medical out of pocket maximum	Combined with medical out of pocket maximum
<p>Prescription Drug Coverage Essential Drug List <i>This product has a 90-day Retail Pharmacy Network available. A 90 day supply is available at most retail pharmacies.</i></p>		
<p>Tier 1 - Typically Generic <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). Covers up to 90 day supply (retail maintenance pharmacy). No coverage for non-formulary drugs.</i></p>	\$10 copay per prescription, deductible does not apply (retail) and \$25 copay per prescription, deductible does not apply (home delivery)	50% coinsurance (retail) and Not covered (home delivery)
<p>Tier 2 - Typically Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). Covers up to 90 day supply (retail maintenance pharmacy). No coverage for non-formulary drugs.</i></p>	\$35 copay per prescription, deductible does not apply (retail) and \$105 copay per prescription, deductible does not apply (home delivery)	50% coinsurance (retail) and Not covered (home delivery)
<p>Tier 3 - Typically Non-Preferred Brand <i>Covers up to a 30 day supply (retail pharmacy). Covers up to a 90 day supply (home delivery program). Covers up to 90 day supply (retail maintenance pharmacy). No coverage for non-formulary drugs.</i></p>	\$60 copay per prescription, deductible does not apply (retail) and \$180 copay per prescription, deductible does not	50% coinsurance (retail) and Not covered (home delivery)

Your summary of benefits

Covered Prescription Drug Benefits	Cost if you use an In-Network Provider	Cost if you use a Non-Network Provider
Tier 4 - Typically Specialty (brand and generic) <i>Covers up to a 30 day supply (retail pharmacy) Covers up to a 30 day supply (home delivery program). No average for non-formulary drugs.</i>	25% coinsurance up to \$350 per prescription, deductible does not apply (retail and home delivery)	50% coinsurance (retail) and Not covered (home delivery)

Your summary of benefits

Notes:

- The family deductible and out-of-pocket maximum are embedded meaning the cost shares of one family member will be applied to both the individual deductible and individual out-of-pocket maximum; in addition, amounts for all covered family members apply to both the family deductible and family out-of-pocket maximum. No one member will pay more than the individual deductible and individual out-of-pocket maximum.
- Network and Non-network deductibles, copayments, coinsurance and out-of-pocket maximums are separate and do not accumulate toward each other.
- Dependent age: to end of the month in which the child attains age 26.
- No charge means no deductible/copyment/coinsurance up to the maximum allowable amount. 0% means no coinsurance up to the maximum allowable amount. However, when choosing a Non-network provider, the member is responsible for any balance due after the plan payment.
- Certain diabetic and asthmatic supplies are available at Network pharmacies, diabetic test strips paid same as any other drug.
- Behavioral Health Services: Mental Health and Substance Abuse benefits provided in accordance with Federal Mental Health Parity.
- Preventive Care Services that meet the requirements of federal and state law, including certain screenings, immunizations and physician visits are covered.
- Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
- Members are encouraged to always obtain prior approval when using non-network providers. Preauthorization will help the member know if the services are considered not medically necessary.
- All medical and prescription drug deductibles, copayments and coinsurance apply toward the out-of-pocket maximum (excluding Non-Network Human Organ and Tissue Transplant (HOTT) Services)
- If office visit is a coinsurance, the coinsurance also applies to allergy injections.
- No Copayment or Coinsurance applies to certain diabetic and asthmatic supplies when you get them from an In-Network Pharmacy. These supplies are covered at Medical Supplies and Durable Medical Equipment if you get them from an Out-of-Network Pharmacy. Diabetic test strips are covered subject to applicable Prescription Drug Copayment / Coinsurance. Rx non-network diabetic/asthmatic supplies not covered except diabetic test strips.
- DME-Deductible/50% coinsurance for Durable Medical Equipment, Medical Supplies, Orthotics, Asthma Supplies, and Phenylephrine (PKU). Excludes Prosthetics, Wigs, Diabetic Supplies, Cochlear Implants and Mastectomy prosthesis which will apply the plan's cost shares.
- Hospital stay for Maternity Coverage will not be limited to less than 48 hours for a vaginal delivery or 96 hours for a caesarean section.
- The Rx option includes the Essential formulary which is a closed drug list with a focus on therapeutic efficacy and cost effectiveness.
- PCP is a Network Provider who is a practitioner that specializes in family practice, general practice, internal medicine, pediatrics, obstetrics/gynecology, geriatrics or any other Network provider as allowed by the plan.
- SCP is a Network Provider, other than a Primary Care Physician, who provides services within a designated specialty area of practice. Specialist (SCP) copayment is applicable to all Specialists (excludes General

In Missouri, including St. Louis, the Blue Cross and Blue Shield of the state of Missouri is the sole agent for the sale of the Blue Cross and Blue Shield of the state of Missouri. The Blue Cross and Blue Shield of the state of Missouri is a member of the Blue Cross and Blue Shield Association. The Blue Cross and Blue Shield Association is a registered trademark of the Blue Cross and Blue Shield Association.

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MO/IG/ City of Bolivar Anthem Blue Preferred Select Option 9 with Rx Option E1/ /01-01-2020

Your summary of benefits

- Physicians, Internists, Pediatricians, OB/Gyns, Geriatrics, Physical Therapy, Occupational Therapy or any other Network provider as allowed by the plan.
- Immunization through age 5 – No Cost Share up to the maximum allowable amount (Network/Non-Network).
- Benefits are limited to abortions performed to preserve the life of the female upon whom the abortion is performed. Elective abortions are not a Covered Service.
- Urgent Care Facility Copy exclude certain diagnostic test such as MRAs, MRIs, C-Scans, Nuclear Cardiology Imaging Studies, non-maternity related Ultrasounds, Allergy Testing, and Pharmaceutical injection and drugs.
- If you get Covered Services from a Physical Therapist or Occupational Therapist, you will not have to pay an office visit or outpatient Facility Copayment or Coinsurance that is higher than what you would pay for a Primary Care Physician office visit.

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By signing this Summary of Benefits, I agree to the benefits for the product selected as of the effective date indicated.

Authorized group signature (if applicable)	Date
<i>Shirley Stagle</i>	12-10-19
Underwriting signature (if applicable)	Date

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ORDINANCE COVER SHEET

Bill No. 2019-74

Ordinance No. _____

**“AN ORDINANCE APPROVING GENERAL SALES TAX RATE AND THE
CAPITAL IMPROVEMENT SALES TAX RATE FOLLOWING
NOVEMBER 2019 ELECTION.”**

Filed for public inspection on December 13th, 2019.

First reading _____ In Full; _____ By Title on December 17th, 2019.

Second reading _____ In Full; _____ By Title on December 17th, 2019.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

**“AN ORDINANCE APPROVING GENERAL SALES TAX RATE AND THE
CAPITAL IMPROVEMENT SALES TAX RATE FOLLOWING NOVEMBER
2019 ELECTION.”**

WHEREAS, the citizens of the City of Bolivar, Missouri approved an increase to the general sales tax rate by vote taken at election held on November 5th, 2019; and

WHEREAS, the Board of Aldermen for the City of Bolivar, Missouri guaranteed a voluntary reduction in the capital improvement sales tax rate in an amount corresponding to the general sales tax increase upon the passage of said increase;

NOW THEREFORE, Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City does hereby approve and enact a general sales tax rate in the amount of one and one-quarter percent (1.25%) as approved by vote on November 5th, 2019.

Section II: The City does hereby approve and enact a voluntary reduction in the capital improvement sales tax rate, with the new effective capital improvement sales tax rate to be one-fourth of one percent (.25%).

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

ORDINANCE COVER SHEET

Bill No. 2019-75

Ordinance No. _____

**“AN ORDINANCE ESTABLISHING A 4-WAY STOP AT THE
INTERSECTION OF MAIN AVENUE AND MAUPIN STREET WITHIN
THE CITY OF BOLIVAR, MO.”**

Filed for public inspection on December 13th, 2019.

First reading _____ In Full; _____ By Title on December 17th, 2019.

Second reading _____ In Full; _____ By Title on December 17th, 2019.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

**“AN ORDINANCE ESTABLISHING A 4-WAY STOP AT THE
INTERSECTION OF MAIN AVENUE AND MAUPIN STREET WITHIN
THE CITY OF BOLIVAR, MO.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: There is hereby established a 4-way stop at the intersection of Main Avenue and Maupin Street within the City of Bolivar, MO. The foregoing provisions will become effective immediately upon the placement of adequate and clearly legible signs stating the designation of the specified intersection of Main Avenue and Maupin Street as a 4-way stop intersection.

Section II: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

CERTIFICATION

I, Paula Henderson, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. _____ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on _____, 2019; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

Paula Henderson, City Clerk

ORDINANCE COVER SHEET

Bill No. 2019-76

Ordinance No. _____

**“AN ORDINANCE ESTABLISHING NEW ‘PARKING’ ZONES ON PORTIONS
OF MAIN AVENUE AND MISSOURI AVENUE WITHIN THE CITY OF
BOLIVAR, MO.”**

Filed for public inspection on December 13th, 2019.

First reading _____ In Full; _____ By Title on December 17th, 2019.

Second reading _____ In Full; _____ By Title on December 17th, 2019.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

**“AN ORDINANCE ESTABLISHING NEW ‘PARKING’ ZONES ON PORTIONS
OF MAIN AVENUE AND MISSOURI AVENUE WITHIN THE CITY OF
BOLIVAR, MO.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: There shall be allowed parking on S. Main Avenue to the South of South Street. The foregoing provisions will become effective immediately upon the placement of adequate and clearly legible signs stating the designation of the specified section of S. Main Avenue Street as a parking area along such streets and roadways and intersections. The Bolivar Municipal Code, Title III – Traffic Code; Schedule II – No Parking, may be amended to reflect the changed designation of said section of S. Main Avenue.

Section II: There shall be allowed parking on S. Missouri Avenue to the South of South Street. The foregoing provisions will become effective immediately upon the placement of adequate and clearly legible signs stating the designation of the specified section of S. Missouri Avenue Street as a parking area along such streets and roadways and intersections. The Bolivar Municipal Code, Title III – Traffic Code; Schedule II – No Parking, may be amended to reflect the changed designation of said section of S. Missouri Avenue.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

ORDINANCE COVER SHEET

Bill No. 2019-77

Ordinance No.

**“AN ORDINANCE APPROVING THE SECURITY ADVANCED SERVICES
ADDENDUM TO NETCARE AGREEMENT WITH JMARK BUSINESS
SOLUTIONS, INC. FOR MULTIPLE UPGRADES TO THE CITY’S
INFORMATION TECHNOLOGY EQUIPMENT AND SYSTEM.”**

Filed for public inspection on December 13th, 2019.

First reading _____ In Full; _____ By Title on December 17th, 2019.

Second reading _____ In Full; _____ By Title on December 17th, 2019.

Vote by the Board of Aldermen on :

_____ Aye; _____ Nay; _____ Absent

_____ Approved by the Mayor on .

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: .

**“AN ORDINANCE APPROVING THE SECURITY ADVANCED SERVICES
ADDENDUM TO NETCARE AGREEMENT WITH JMARK BUSINESS
SOLUTIONS, INC. FOR MULTIPLE UPGRADES TO THE CITY’S
INFORMATION TECHNOLOGY EQUIPMENT AND SYSTEM.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City does hereby approve, accept and authorize the agreement of JMARK Business Solutions, Inc. for the following upgrades to the City’s information and technology equipment and systems: Security Advanced Services Addendum to NetCare Agreement: (i) SIEM Sensor Hardware and Licensing; and (ii) KnowBe4 Security Awareness Training; and (iii) Barracuda Essentials; and (iv) Trend Micro Worry-Free Business Security Services Advanced; and (v) Parasure Breach Response; with such bids and terms to be in the form attached hereto as Exhibits “Security Advanced 1.0, Proposal #: 022587 v1” and made a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

Solution Proposal

Prepared For

City of Bolivar

Security Advanced 1.0
Proposal #: 022587 v1



www.jmark.com

Security Advanced Services Addendum to NetCare Agreement

• JMARK AND CLIENT MUTUALLY AGREE TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS

1.0 Security Advanced Services: The following additional services will be provided to CLIENT by JMARK for a minimum of 24 months.

Log Management and Response	
Log Ingestion	•
Log Retention	•
Log Aggregation and Correlation	•
Threat Management	•
Executive Threat Report	•

1.1 Log Ingestion and Aggregation: JMARK will collect system, application, and security logs for systems that JMARK manages. JMARK consolidates logs from various sources and formats them into a centralized system. JMARK will maintain an ingestion of logs for the following JMARK-managed network devices:

- Servers
- Firewalls
- Routers
- Switches performing IP routing (i.e. layer-3 switches)

1.2 Correlation and Threat Intelligence: JMARK applies logic to look for patterns across logs to identify threats. The solution utilizes industry standard threat feeds to identify Indicators of Compromise (IOC).

1.3 Log Retention: JMARK retains logs for a period of 365 days. If there is a security incident, CLIENT may request to put a forensic hold on all logs for an additional charge outside of this ADDENDUM.

1.4 Threat Management: JMARK uses an external 24x7 Security Operations Center (SOC) to review alerts and escalate identified potential IOCs to JMARK. Escalated IOCs are addressed based on the risk level.

1.5 Executive Threat Report: JMARK will report on a monthly basis as follows:

Report Name	Description
Executive Threat Report	Report providing the number of logs ingested, analyzed, and identified as alerts.

2.0 Adapting to Changes in Reporting Requirements: The scope of the services as set forth in Section 1 above will be subject to change in the event that changes to applicable government, and/or industry best-practices, reporting requirements during the term of this ADDENDUM would require changes to the scope of said services; and the scope of services will adapt as necessary in the reasonable determination of JMARK to achieve the intent and purpose of this ADDENDUM.

3.0 Cost of Services and Payment Schedule: CLIENT agrees to pay JMARK all fees as listed below for all services and products being provided pursuant to this ADDENDUM. Fees may increase or decrease as utilization requirements adjust. The fees for services and products on the subsequent pages may update, modify or are in addition to those provided by

JMARK. CLIENT and JMARK have reviewed and accepted the changes to any impacted services and/or products.

4.0 Counterparts and Execution: This ADDENDUM may be signed in counterparts, and facsimile or electronic scanned copies may be treated as original signatures. The parties may also execute this ADDENDUM via a verifiable electronic signature.

Hardware	Price	Qty	Total
JMARK SIEM Sensor Hardware	\$1,550.00	3	\$4,650.00
JMARK SIEM Sensor Warranty	\$250.00	3	\$750.00
Subtotal:			\$5,400.00

Recurring - Services	Recurring	One-Time	Qty	Total Recurring	Total One-Time Fees
KnowBe4 Security Awareness Training - Diamond Subscription - Monthly	\$2.50	\$0.00	55	\$137.50	\$0.00
KnowBe4 Security Awareness Maintenance - Monthly	\$75.00	\$0.00	1	\$75.00	\$0.00
Cisco Umbrella - Monthly	\$3.50	\$0.00	83	\$290.50	\$0.00
*Note the city currently has this product. Current cost is \$5.00/seat but by purchasing the Security Package the cost will be reduced to \$3.50/seat or a savings of \$124.50/month.					
Trend Micro Worry-Free Business Security Services Advanced - Monthly	\$5.00	\$0.00	83	\$415.00	\$0.00
Barracuda Essentials - Monthly	\$2.50	\$0.00	55	\$137.50	\$0.00
One-Time Subtotal:					\$0.00
Recurring Subtotal:					\$1,055.50

Recurring - SIEM	Recurring	One-Time	Qty	Total Recurring	Total One-Time Fees
JMARK SIEM Licensing - Monthly	\$7.25	\$0.00	110	\$797.50	\$0.00
JMARK SIEM Licensing - Monthly					
Security Adv. Alert Management Tier 2 75-149	\$300.00	\$0.00	1	\$300.00	\$0.00
Security Adv. Alert Management Tier 2 75-149					
One-Time Subtotal:					\$0.00
Recurring Subtotal:					\$1,097.50

Recurring - Breach Response	Recurring	One-Time	Qty	Total Recurring	Total One-Time Fees
Parasure Breach Response - Monthly	\$150.00	\$0.00	1	\$150.00	\$0.00
One-Time Subtotal:					\$0.00
Recurring Subtotal:					\$150.00

Labor	Total
Security Advanced Onboarding	\$5,075.00

As part of this fixed price project, JMARK will provide the following services based on industry best practices. All installations that require downtime will be scheduled outside normal business hours.

Deploy Barracuda Essentials & Outlook plug-ins

Deploy KnowBe4 Security Training product

Deploy Perch SIEM Sensor and Configure Agents, Syslogs and Reports

Any work performed outside of the scope of work stated above may be billed separately at JMARK's standard hourly rates with prior written approval from City of Bolivar.

Subtotal:	\$5,075.00
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Proposal Information:**Prepared for:****Prepared by:**

Quote #: 022587
Version: 1
Delivery Date: 12/06/2019
Expiration Date: 01/06/2020

City of Bolivar
PO Box 9
Bolivar, MO 65613
Tracy Slagle
resources@bolivar.mo.us
(417) 326-5242



JMARK Business Solutions, Inc
Travis Hedrick
417-863-1700
Fax 417-863-2400
thedrick@jmark.com

Quote Summary***Total**

Hardware	\$5,400.00
Labor	\$5,075.00
Total	\$10,475.00

Recurring Expenses Summary***Total**

Recurring - Services	\$1,055.50
Recurring - SIEM	\$1,097.50
Recurring - Breach Response	\$150.00
Recurring Total	\$2,303.00

*Applicable City, County, and State Taxes will be applied at time of final invoicing.

Hardware & Software are due at signing. Labor is to be billed at JMARK's standard hourly rate unless otherwise specified on the quote or covered under contract. All other charges are due within 30 days following the date billed. Accounts not paid by the due date will bear interest at the rate of 1.5% per month until paid. If JMARK is required to refer an account to attorneys for collection, client agrees to pay all costs of collection, including reasonable attorneys fees. A 20% restocking fee will be added to any parts that are returned to JMARK by CLIENT.

All quotes are valid for 30 days from the date of proposal.

For complete Terms and Conditions please visit: <http://www.JMARK.com/terms>.

Signature

Date

ORDINANCE COVER SHEET

Bill No. 2019-78

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A
CONTRACT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION FOR A TRAFFIC ENGINEERING ASSISTANCE PROGRAM
AGREEMENT.”**

Filed for public inspection on December 13th, 2019.

First reading _____ In Full; _____ By Title on December 17th, 2019.

Second reading _____ In Full; _____ By Title on December 17th, 2019.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A
CONTRACT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION
COMMISSION FOR A TRAFFIC ENGINEERING ASSISTANCE PROGRAM
AGREEMENT.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City is hereby authorized to enter into a contract with THE Missouri Highways and Transportation Commission for a Traffic Engineering Assistance Program; with such lease and terms to be in the form attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

CCO Form: FS26
Approved: 01/15 (MWH)
Revised: 03/17 (MWH)
Modified: 11/19 (MWH)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: TEAP031
Award Year: 2020
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRAFFIC ENGINEERING ASSISTANCE PROGRAM AGREEMENT**

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in 23 U.S.C. 402, Planning and Research funds to be used for Traffic Engineering Assistance Program (TEAP) activities. The purpose of this Agreement is to grant the use of such Traffic Engineering Assistance Program funds to the City.

(2) LOCATION: The TEAP funds which are the subject of this Agreement are for the project at the following location:

On Albany Avenue in the City of Bolivar.

The general location of the project is shown on attachment marked "Exhibit A" and incorporated herein by reference.

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

(4) INDEMNIFICATION:

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

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

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

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

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

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

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

(7) NONDISCRIMINATION ASSURANCE: With regard to work under this Agreement, the (City/County/Grantee) agrees as follows:

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

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

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

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

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

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

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

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

(G) Incorporation of Provisions: The City shall include the provisions of paragraph (7) of this Agreement in every subcontract, including procurements of materials and leases of equipment, unless exempted by the statutes, executive order, administrative rules or instructions issued by the Commission or the United States Department of Transportation. The City will take such action with respect to any subcontract or procurement as the Commission or the United States Department of Transportation may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that in the event the City becomes involved or is threatened with litigation with a subcontractor or supplier as a result of such direction, the City may request the United States to enter into such litigation to protect the interests of the United States.

(8) ASSIGNMENT: The City shall not assign, transfer or delegate any interest in this Agreement without the prior written consent of the Commission.

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

(10) CANCELLATION: The Commission may cancel this Agreement at any time for a material breach of contractual obligations by providing the City with written notice of cancellation. Should the Commission exercise its right to cancel this Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the City.

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

(12) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273 "Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or

words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(13) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by the City. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$7,713.60. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

(16) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

(17) PERMITS: The City shall secure any necessary approvals or permits from

any federal or state agency as required for the completion of the herein improvements. If this improvement is on the right of way of the Commission, the City must secure a permit from the Commission prior to the start of any work on the right of way. The permits which may be required include, but are not limited to, environmental, architectural, historical or cultural requirements of federal or state law or regulation.

(18) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the TEAP Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

(19) CREDIT FOR DONATIONS OF FUNDS, MATERIALS, OR SERVICES: A person may offer to donate funds, materials or services in connection with this project. Any donated funds, or the fair market value of any donated materials or services that are accepted and incorporated into this project shall be credited according to 23 U.S.C. §323.

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

(21) 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.

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

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

(24) AUDIT REQUIREMENT: If the City expends seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 CFR Part 200. A copy of the audit report shall be submitted to MoDOT within the earlier of thirty (30) days after receipt of the auditor's report(s), or nine (9) months after the end of the audit period. Subject to the requirements of 2 CFR Part 200, if the City expend(s) less than seven hundred fifty thousand dollars (\$750,000) a year, the City may be exempt from auditing requirements for that year but records must be available for review or audit by applicable state and federal authorities.

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

[Remainder of Page Intentionally Left Blank]

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

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

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

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF BOLIVAR

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A

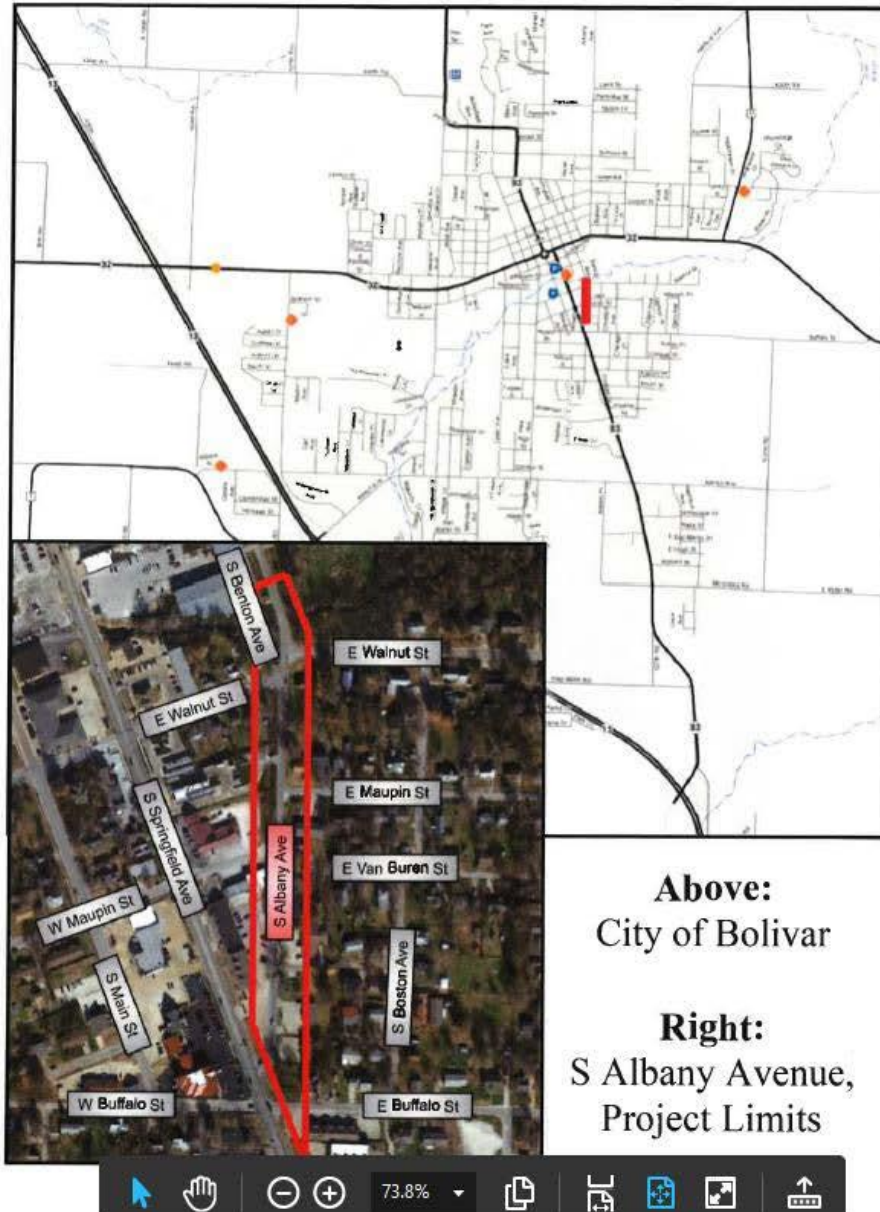


Exhibit B – Project Schedule

Task	Date*
Execution of Program Agreement	January 10, 2020
Approval of Engineering Services Contract	January 17, 2020
Notice to Proceed	January 24, 2020
Final Report Submittal	April 24, 2020
Final Invoice Submittal	May 15, 2020

*Schedule Dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Final Traffic Report and Final Invoice dates are not approximate and any delays will require a Supplemental Program Agreement.

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

ORDINANCE COVER SHEET

Bill No. 2019- 79

Ordinance No.

**“AN ORDINANCE APPROVING AN AMENDMENT TO THE
2019 BUDGET FOR ADMINISTRATION ALLOCATIONS TO VARIOUS
DEPARTMENTS REFLECTING APPROVED EXPENSES FOR
THE CITY OF BOLIVAR, MISSOURI.”**

Filed for public inspection on December 13th, 2019.

First reading _____ In Full; _____ By Title on December 17th, 2019.

Second reading _____ In Full; _____ By Title on December 17th, 2019.

Vote by the Board of Aldermen on :

_____ **Aye; _____ Nay; _____ Abstain**

_____ **Approved by the Mayor on**

_____ **Vetoed by the Mayor on _____.**

Board of Aldermen Vote to Override Veto on _____.

_____ **Aye; _____ Nay; _____ Abstain**

Bill Effective Date: .

**“AN ORDINANCE APPROVING AN AMENDMENT TO THE
2019 BUDGET FOR ADMINISTRATION ALLOCATIONS TO VARIOUS
DEPARTMENTS REFLECTING APPROVED EXPENSES FOR
THE CITY OF BOLIVAR, MISSOURI.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City does hereby approve a 2019 budget amendment for expenses for Administrative Allocations from various departments reflecting breakdown of formula, approved on August 27th, 2019, attached hereto as “Exhibit “A” and made a part hereof by reference.

Section II: The City’s 2019 budget amendment is hereby amended to reflect the adjustments as specified in Exhibit “A” as attached hereto and made a part hereof by reference.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

Proposed Budget Amendment for 2019 based on Admin Allocations

review actual distribution of expenses				New Budgeted amount	
			Orig Admin Alloc Dist	CORRECTED ADMIN ALLOC DISTRIBUTION	
2019	\$ 16,213,357.22			\$ 1,134,935.00	Difference
police	\$ 1,990,778.00	12.3%	\$ 115,500.00	\$ 139,354.46	\$ 23,854.46
court	\$ 117,607.00	0.7%	\$ 6,116.00	\$ 8,232.49	\$ 2,116.49
pound	\$ 145,985.00	0.9%	\$ 7,290.00	\$ 10,218.95	\$ 2,928.95
airport	\$ 1,953,567.41	12.0%	\$ 98,217.00	\$ 136,749.72	\$ 38,532.72
fire	\$ 1,332,386.64	8.2%	\$ 100,301.00	\$ 93,267.06	\$ (7,033.94)
utilities	\$ 1,167,290.61	7.2%	\$ 84,071.00	\$ 81,710.34	\$ (2,360.66)
water	\$ 903,502.22	5.6%	\$ 84,673.00	\$ 63,245.16	\$ (21,427.84)
sewer	\$ 1,022,929.18	6.3%	\$ 159,044.00	\$ 71,605.04	\$ (87,438.96)
WWTP	\$ 1,636,893.00	10.1%	\$ 60,562.00	\$ 114,582.51	\$ 54,020.51
street	\$ 1,534,330.15	9.5%	\$ 120,162.00	\$ 107,403.11	\$ (12,758.89)
parks	\$ 554,450.00	3.4%	\$ 51,180.00	\$ 38,811.50	\$ (12,368.50)
pool	\$ 758,610.00	4.7%	\$ 21,448.00	\$ 53,102.70	\$ 31,654.70
golf	\$ 229,689.00	1.4%	\$ 18,011.00	\$ 16,078.23	\$ (1,932.77)
cemetery	\$ 74,375.00	0.5%	\$ 18,695.00	\$ 5,206.25	\$ (13,488.75)
com dev	\$ 387,571.00	2.4%	\$ 19,993.00	\$ 27,129.97	\$ 7,136.97
	\$ 13,809,964.21	85.2%	\$ 965,263.00	\$ 966,697.49	\$ 1,434.49

Admin allocations reflect aproximately 7% of City's total expenses.

Evaluated expenses for each department with allocations of 5-15% Adminstrative Fee as board approved each year.

* Based on Grant or Project work for the General Adm

ORDINANCE COVER SHEET

Bill No. 2019- 80

Ordinance No. _____

**“AN ORDINANCE AMENDING THE BOLIVAR MUNICIPAL CODE BY
AMENDING SECTION 710.030 – REGARDING METERED WATER RATES.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

**“AN ORDINANCE AMENDING THE BOLIVAR MUNICIPAL CODE BY
AMENDING SECTION 710.030 – REGARDING METERED WATER RATES.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City Code for the City of Bolivar, Missouri is hereby amended by amending section 710.030, regarding the metered water rates, with such amended section to be read as follows:

Section 710.030: Metered Water Rates

- A. As of January 1, 2020, all metered users of City water services for residential purposes shall pay a monthly minimum charge of Eighteen and 07/100s dollars (\$18.07) per month for the first Two-Thousand (2,000) gallons of water used per month; and as of January 1, 2020, all metered users of City water services for commercial purposes shall pay a monthly minimum charge of Twenty-One and 26/100s dollars (\$21.26) per month for the first Two-Thousand (2,000) gallons of water used per month.

For all water use in excess of Two-Thousand (2,000) gallons per month, effective January 1, 2020, all metered water users shall pay Three and 72/100s dollars (\$3.72) per one thousand (1,000) gallons or fraction thereof.

- B. Notwithstanding the above provisions, metered rates for City water customers residing outside the corporate limits of the City of Bolivar, Missouri, shall be fifty percent (50%) greater than the above rates.

Section II: In the event that any section, sentence, clause, phrase or portion of this Ordinance is held to be invalid by a court of competent jurisdiction, the remainder of the Ordinance shall continue in full force and effect, to the extent the remainder can be given effect without the invalid portion.

Section III: This Ordinance shall be in full force and effect as of January 1, 2020 and upon its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

ORDINANCE COVER SHEET

Bill No. 2019-81

Ordinance No. _____

**“AN ORDINANCE AMENDING THE BOLIVAR MUNICIPAL CODE BY
AMENDING SECTION 710.050 – REGARDING SEWER RATES.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

**“AN ORDINANCE AMENDING THE BOLIVAR MUNICIPAL CODE BY
AMENDING SECTION 710.050 – REGARDING SEWER RATES.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City Code for the City of Bolivar, Missouri is hereby amended by amending sub-section (A)(2) of section 710.050, regarding the City’s sewer rates, with such amended section to be read as follows:

“Section 710.050: Sewer Rates.

2. All metered users of City water services shall pay a monthly sewer rental fee based upon its water usage according to the following schedule:

Effective January 1, 2020, a sewer fee of Thirty and 03/100s dollars (\$30.03) for the first Two-Thousand (2,000) gallons of water usage for residential water users; and effective January 1, 2020, a sewer fee of Thirty-Three and 22/100s dollars (\$33.22) for the first Two-Thousand (2,000) gallons of water usage for commercial water users. The sewer fee for sewer use in excess of Two-Thousand (2,000) gallons of water usage shall be as follows:

Rate per 1,000 gallons or fraction thereof over 2,000 gallons for residential water users	Rate per 1,000 gallons or fraction thereof over 2,000 gallons for commercial water users	Effective Date
\$ <u>5.32</u>	\$ <u>5.32</u>	<u>01/01/2020</u>

Section II: The remaining portions of Section 710.050 as unamended herein will remain in full force and effect.

Section III: In the event that any section, sentence, clause, phrase or portion of this Ordinance is held to be invalid by a court of competent jurisdiction, the remainder of the Ordinance shall continue in full force and effect, to the extent the remainder can be given effect without the invalid portion.

Section III: This Ordinance shall be in full force and effect as of January 1, 2020 and upon its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

CERTIFICATION

I, Paula Henderson, do hereby certify that I am the duly appointed and acting City Clerk for the City of Bolivar, Missouri; that the foregoing Ordinance No. _____ was adopted by the Board or Aldermen and thereafter approved by the Mayor and became effective on _____, 2019; and that said Ordinance remains in full force and effect, having never been altered, amended nor repealed.

Paula Henderson, City Clerk

BILL ROBERTS CHEVROLET BUICK, INC.

P.O. BOX 120

BOLIVAR, MO 65613

1-800-945-2434

417-326-5255

November 23, 2019

We appreciate an opportunity to submit a bid for the purchase of a new 2020 Chevrolet One ton Single Rear Wheel Silverado with the equipment included in an attachment in this bid package. Warranty specifications are also included below.

Warranty:

Bumper-to-Bumper Coverage

Three years or 36,000 miles, whichever comes first.

Powertrain Coverage

Five years or 60,000 miles, whichever comes first.

Delivered Bid Price: \$32,400

We hope to have the pleasure of delivering a new 2020 Chevrolet to you.

Respectfully,



Lindsay Taylor

Bill Roberts Chevrolet Buick, Inc.

Year: 2020
Division: CHEVROLET
Model: CK30943 - 3500HD Silverado
Entity: FLT Fleet
Group: CHDCRW
TYPE: FBC-Fleet Political Subdivision
PEG: 1WT
Primary Color: GAZ - Summit White
Engine: L8T - Engine, 6.6L V8
Direct Injection
gasoline
Transmission: MYD - Transmission,
6-speed automatic, HD
Trim: H1T - Jet Black, Cloth
seat
Emissions: FE9 - Emissions, Federal
9J4 : Bumper, rear, delete
9L3 : Spare tire delete
A52 : Seats, front 40/20/40 split-bench (no storage)
AQQ : Remote Keyless Entry
AU3 : Door locks, power
BG9 : Floor covering, rubberized-vinyl
DBG : Mirrors, outside power-adjustable vertical
trailer with heated upper glass
FE9 : Emissions, Federal requirements
G1Y : GVWR, 11,500 lbs. (5216 kg) with single rear wheels
G80 : Differential, heavy-duty locking rear
GT4 : Rear axle, 3.73 ratio
IOR : Audio system, Chevrolet Infotainment 3 system, 7"
diagonal color touchscreen, AM/FM stereo.
JL1 : Trailer brake controller, integrated
K34 : Cruise control, electronic
K47 : Air filter, high-capacity
KC4 : Cooling, external engine oil cooler
KNP : Cooling, auxiliary external transmission oil cooler
KW7 : Alternator, 170 amps
L8T : Engine, 6.6L V8 with Direct Injection and Variable
Valve Timing, gasoline
MYD : Transmission, 6-speed automatic, heavy-duty
NQF : Transfer case, two-speed
PYT : Wheels, 18" (45.7 cm) painted steel
QF6 : Tires, LT275/70R18E all-terrain, blackwall
SFW : Back-up alarm calibration
V76 : Recovery hooks, front, frame-mounted, Black
VK3 : License plate kit, front
VQ2 : Fleet Processing Option
YK6 : SEO Processing Option
ZLQ : WT Fleet Convenience Package
ZW9 : Pickup bed, delete



Bill Grant Ford, Inc.

3060 S Springfield Ave
P.O. Box 450
Bolivar, Missouri
Phone 417/326-7671

November 25, 2019

City of Bolivar
P.O. Box 9
Bolivar, Mo 65613

To whom it may concern:

Thank you for allowing us to participate in your vehicle procurement process. Per the specifications received in the Invitation to Bid we submit the following trucks. The first truck meets your minimum specifications, but the additional bids are worthy of your consideration.

Pricing is based on the Ford Motor Company State of Missouri Government Price Concession contracts referenced below.

Single Rear Wheel:

56" Cab/Axle SRW Chassis 10900#GVWR \$30,327 delivered.

2020 F-SERIES SD				Page: 1 of 1					
Order No:	5301	Priority:	M3	Ord FIN:	QF528	Order Type:	5B	Price Level:	020
Ord PEP:	610A	Cust/Flt Name:	CITYOFBOLIVAR	PO Number:	12-03-bid				
		RETAIL	DLR INV			RETAIL	DLR INV		
W3B	F350 4X4 CREW/C	\$41820	\$39729.00	10900#	GVWR PKG				
	176" WHEELBASE			425	50 STATE EMISS	NC	NC		
Z1	OXFORD WHITE			52B	BRAKE CONTROLLR	270	246.00		
A	VNYL 40/20/40			794	PRICE CONCESSN				
S	MEDIUM EARTH GR				REMARKS TRAILER				
610A	PREF EQUIP PKG				SP FLT ACCT CR		(1140.00)		
	.XL TRIM				FUEL CHARGE		19.52		
572	.AIR CONDITIONER	NC	NC		DEST AND DELIV	1595	1595.00		
	.AMFM/MP3/CLK				TOTAL BASE AND OPTIONS	43060	39880.52		
996	.6.2L EFI V8 ENG	NC	NC		TOTAL	43060	39880.52		
44G	10-SPD AUTOMATC	NC	NC		*THIS IS NOT AN INVOICE*				
TD8	.LT245 BSW AS 17				*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*				
X37	3.73 REG AXLE	NC	NC						
66D	PU BOX DELETE	(625)	(569.00)						
	JOB #1 BUILD								

PRICE CONCESSION TRAILER:

Account Code ID: 10
Bid Date: 08/14/19

Contract/Ref #: 14-958L
State: MO

Single Rear Wheel:**60" Cab/Axle SRW Chassis 11400#GVWR \$31,160 delivered.**

2020 F-SERIES SD Page: 1 of 1
 Order No: 5301 Priority: M3 Ord FIN: QF528 Order Type: 5B Price Level: 020
 Ord PEP: 630A Cust/Flt Name: CITYOFBOLIVAR PO Number: 12-03-bid

	RETAIL	DLR INV		RETAIL	DLR INV
W3F F350 4X4CRWCCSR	\$41250	\$39188.00	JOB #1 BUILD		
.179" WHEELBASE			52B BRAKE CONTROLLR	270	246.00
Z1 OXFORD WHITE			794 PRICE CONCESSN		
A VNYL 40/20/40			REMARKS TRAILER		
S MEDIUM EARTH GR			SP FLT ACCT CR		(1141.00)
630A PREF EQUIP PKG			FUEL CHARGE		19.52
.XL TRIM			DEST AND DELIV	1595	1595.00
572 .AIR CONDITIONER	NC	NC	TOTAL BASE AND OPTIONS	43115	39907.52
.AMFM/MP3/CLK			TOTAL	43115	39907.52
996 6.2L EFI V8 ENG	NC	NC	*THIS IS NOT AN INVOICE*		
44G 10-SPD AUTOMATC	NC	NC	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
TCH .LT275/65BSWAS18	NC	NC			
X37 3.73 REG AXLE	NC	NC			
11400# GVWR PKG					
425 50 STATE EMISS	NC	NC			

PRICE CONCESSION TRAILER:

Account Code ID: 10

Contract/Ref #: 14-972L

Bid Date: 08/14/19

State: MO

Dual Rear Wheel:**60" Cab/Axle DRW Chassis 14000#GVWR \$32,216 delivered.**

2020 F-SERIES SD Page: 1 of 1
 Order No: 5201 Priority: M3 Ord FIN: QF528 Order Type: 5B Price Level: 020
 Ord PEP: 640A Cust/Flt Name: CITYOFBOLIVAR PO Number: PRELIM

	RETAIL	DLR INV		RETAIL	DLR INV
W3H F350 4X4 CRW CC	\$42455	\$40333.00	JOB #1 BUILD		
179" WHEELBASE			52B BRAKE CONTROLLR	270	246.00
Z1 OXFORD WHITE			65Z AFT AXLE TANK	NC	NC
A VNYL 40/20/40			794 PRICE CONCESSN		
S MEDIUM EARTH GR			REMARKS TRAILER		
640A PREF EQUIP PKG			SP FLT ACCT CR		(1175.00)
.XL TRIM			FUEL CHARGE		19.52
572 .AIR CONDITIONER	NC	NC	DEST AND DELIV	1595	1595.00
.AMFM/MP3/CLK			TOTAL BASE AND OPTIONS	44320	41018.52
996 6.2L EFI V8 ENG	NC	NC	TOTAL	44320	41018.52
44G 10-SPD AUTOMATC	NC	NC	*THIS IS NOT AN INVOICE*		
TD8 .LT245 BSW AS 17	NC	NC	*TOTAL PRICE EXCLUDES COMP PRICE ALLOW*		
X37 3.73 REG AXLE	NC	NC			
14000# GVWR PKG					
425 50 STATE EMISS	NC	NC			

PRICE CONCESSION TRAILER:

Account Code ID: 10

Contract/Ref #: 12-358L

Bid Date: 08/14/19

State: MO

Utility Bed specifications (and bed prices) will vary dependent on the configuration you choose.

Ford Factory warranty for basic truck is 3yr/36000miles. Powertrain component warranty is 5yr/60000 miles. See attached warranty information summary & link to online warranty brochure for details. Additional warranty coverage is available at extra cost up to expiration of Ford factory coverages.

Delivery is subject to Ford Motor Company Fleet production constraints. Orders must be received and accepted prior to December 31, 2019 to be eligible for the above referenced contracts. We would anticipate a 60-90 day delivery window.

Once again, thank you for allowing us to bid.

Sincerely,



W Kelly Grant

Enclosure:

Ford Warranty Booklet summary (page 8)

Link to detailed warranty coverages:

http://www.fordservicecontent.com/Ford_Content/Catalog/owner_information/2020-Ford-Car-LT-Truck-Warranty-version-1_frdwa_EN-US_04_2019.pdf

QUICK REFERENCE: WARRANTY COVERAGE

This chart gives a general summary of your warranty coverage provided by Ford Motor Company under the **New Vehicle Limited Warranty**. Please refer to the description of warranty coverage for more specific information.

For each type of coverage, the chart shows two measures:

- years in service
- miles driven

Your New Vehicle Limited Warranty	
TYPE OF COVERAGE	YEARS IN SERVICE/MILES DRIVEN
BUMPER TO BUMPER	3/36,000
POWERTRAIN	5/60,000
SAFETY RESTRAINT SYSTEM	5/60,000
CORROSION (Perforation only)	5/UNLIMITED
DIESEL ENGINE	5/100,000

The measure that occurs first determines how long your coverage lasts. For example: Your Bumper to Bumper Coverage lasts for three years - unless you drive more than 36,000 miles before three years elapse. In that case, your coverage ends at 36,000 miles.

For more details on coverage, see:

- ➔ **What is Covered?** (pages 8-12)
- ➔ **What is Not Covered?** (pages 12-15)

WHAT IS COVERED?

Your NEW VEHICLE LIMITED WARRANTY gives you specific legal rights. You may have other rights that vary from state to state. Under your New Vehicle Limited Warranty if:

- your Ford vehicle is properly operated and maintained, and



LINDSAY FORD, INC.



TO:

City Of Bolivar
Bolivar, MO 65613

FROM:

Alex King
Lindsay Ford Inc.
260 W Elm Lebanon, MO 65536
417-532-3146

FOR:

2020 Ford F-350 Crew Cab

BID:	2020 Ford F-350 Crew Cab	\$30,627.00
	Knapheide Utility Body	\$6,589.00

Total Truck and Body	\$37,216.00
-----------------------------	--------------------

WARRANTY:

3Years/60,000 Miles Bumper to Bumper
5Years/60,000 Miles Powertrain
5Years/100,000 Miles Diesel Engine Warranty

Vehicle delivery is approximately 16 weeks from order confirmation on ordered units.
Vehicle can be serviced at your local authorized dealer.

If there are any other questions please contact:

Alex King
417-532-3146 Office
417-531-5818 Cell
alex.king@lindsayautogroup.com





345 S. Main Ave, PO Box 9, • Bolivar, Missouri 65613
Telephone (417)326-2489 • Fax (417) 777-3212
www.bolivar.mo.us

Estimates for Utility Bed on Water/Sewer Truck – December 2019

*Includes Installation

- 1) Westgate Trailers, Springfield MO.
\$6,425.00

- 2) Wheelerauto.com, Springfield MO.
\$6,800.00

- 3) Bus Andrews Truck Equipment, Springfield MO.
\$7,700.00

ORDINANCE COVER SHEET

Bill No. 2019-82

Ordinance No.

**“AN ORDINANCE APPROVING THE QUOTE AND PURCHASE
WITH _____ FOR A

FOR THE WATER/SEWER DEPARTMENT.”**

Filed for public inspection on December 13th, 2019.

First reading _____ In Full; _____ By Title on December 17th, 2019.

Second reading _____ In Full; _____ By Title on December 17th, 2019.

Vote by the Board of Aldermen on :

_____ Aye; _____ Nay; _____ Absent.

_____ Approved by the Mayor on :

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: .

**“AN ORDINANCE APPROVING THE QUOTE AND PURCHASE
WITH _____ FOR A

FOR THE WATER/SEWER DEPARTMENT.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City does hereby accept the quote and approve the purchase of _____ to acquire a _____ for the City’s Water and Sewer Department and attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

Spencer Welch

Dec 17
Recommend 2

From: David McCarthy <david.mccarthy@fabickcat.com>
Sent: Tuesday, December 03, 2019 2:27 PM
To: Spencer Welch
Subject: Emergency Generator - Extended Warranty
Attachments: Scan-12032019215600.pdf

Richard ,

The attachment has a copy of the Generator extended warranty contract .

Platinum would be the better coverage .

Any Cat part that is not maintenance related is covered under Platinum .

See page 13.

Start date of coverage would be the delivery date of 12/3/2018

Samples of pricing :

60 months / 2500 hrs / 0 deductible

\$ 1890 Platinum

\$ 1625 Gold

\$ 1075 Silver

120 months / 5000 hrs / 0 Deductible

\$ 6300 Platinum

\$ 5425 Gold

\$ 3600 Silver

There are a lot of pricing options , let me know what your interested in .

The contract has a lot of terms and conditions so let me know if you have any questions .

Thank You ,

Dave McCarthy

Fabick Cat

Product Support Service Rep

Springfield Mo

Cell 417-536-5434

CONFIDENTIAL NOTICE: This e-mail, including any attachments or files, is confidential and solely for the use of the individual(s) or entity (entities) intended to receive it. Forwarding, printing, copying, distributing, disclosing or using such information for purposes other than those intended by the sender is prohibited.

Firm	Duties	Timeline	Online Engagement	In-Person Public Engagement	Deliverables	Cost
Shockey Consulting, CFS Engineers, & Robert M. Lewis	Shockey Consulting: assessing existing plans, public engagement, writing the update. CFS: Transportation & infrastructure. Robert Lewis: Economic Development	11 Months	Project webpage, social media	Kick-off meeting with City Staff, Steering Committee meetings (4), City Leadership Visioning Workshop, Community Visioning Workshop, City Leadership Planning Charrette	Existing plans review with 6 page summary document, consistent mapping protocol, Land Use Analysis with future land use map, base map, Current Snapshot, Trend Cards, Storytelling Profile & Collaboration Cards, Updated Comprehensive Plan - Introduction, The Vision, The Plan, Implementation.	\$104,250
PGAV, Southwest Missouri Council of Governments, & CFS Engineering	PGAV & SMCOG: assessing existing conditions, gathering stakeholder input, and writing the plan update. CFS: major street and trails plan, infrastrucure, and other transportation components.	12 months	Online survey, project website, social media	1 Focus Group, up to 10 Stakeholder Interviews, 1 Public Workshop	Base map, Demographic & Population Analysis, Housing Development Analysis, Comercial Market Analysis, Transporation & Infrastructure Analysis, Land Use & Zoning Analysis, Existing Conditions Report, Comprehensive Plan including recommenations for land use, transportation and public facilities, parks and recreation facilities, feasible land use plan with 5, 10, 20 year planning horizon, business	Not to exceed \$49,000
H3 Studio & CFS Engineers	H3 Studio: Comprehensive planning, public engagement, completing the update. CFS: Transportation & infrastructure.	10 Months, not to exceed 12	Will provide content and web-ready documents to be posted on the City website and social media accounts. E-Newsletters.	Project Management Committee Meeting, Stakeholder Focus Group Visioning Work Sessions, City & Staff Elected Officials Visioning Work Sessions, Public Workshops.	Data Collection & Analysis, Community Vision & Goals, Draft Comprehensive Plan Objectives, Final Comprehensive Plan & Implementation Actions.	\$56,700 "Core Tasks" \$78,850 Rec. Optional Tasks *Does not include printing or travel costs
The i5 Group & T2 Traffic and Trasportation	i5 Group: Comprehensive planning, public engagement, completing the update. T2 Traffic & Transport: Transportation & infrastructure.	12 Months	Facebook advertising, Online Comment Mapping Tool, Project Website, Online Survey, Summary Brochure.	Stakeholder Meetings, Steering Committee Meetings, Community Event, Community Workshops & Open Houses, Postcard Mailing.	Existing Conditions, Survey, Visioning & Goal Development, Draft Plan Components, Darft Plan, Final Comprehensive Plan with a "Place-Based Approach & Realistic Implementation." Could include, community vision and goals, existing conditions, community character, future land use, growth analysis, housing, economic development, transportation, green infrastructure/sustainability, and community facilities.	Will negotiate if selected. Cited Missouri RSMo 8.285-8.291.
Landworks Studio & CFS Engineers	Landworks Studio: Assessing excisting plans, comprehensive planning, public engagement, completeing the update. CFS: Transportation & infrastructure.	11 Months	Social Pinpoint - software for online engagement. Surveys, discussion forums, interactive mapping, idea walls, and more.	Visioning Sessions (4), Community Meetings (8),	Draft needs assessment, evaluation of existing parks and facilities, draft map of existing parks and faciliites, evaluation of existing revenues and expenses, evaluation of Park Dedication Policy, final needs assessment report, final map of existing parks and facilities, draft executive summary, report, and comprehensive plan reports. Final summary, report, comprehensive plan, and all map products in digital form.	Not to exceed \$99,930
Streiler Planning, LLC	Complete update of the Comprehensive Plan	10-12 Months	Not detailed in RFP	Stakeholder Interviews (up to 10), Focus Session Meetings (up to 2), Steering Committee Meetings (up to 6).	Project area base map, Critical issues report, Socio-economic analysis, existing land use and cultural & physical constraints map, Future land use map, Future land use plan update, Future transportation and public facilities summary report, Vision, Goals and Objective report, Implementation strategies program report, final Comprehensive Plan	\$41,862 plus indirect costs. Not to exceed \$50,000

ORDINANCE COVER SHEET

Bill No. 2019- 83

Ordinance No. _____

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A
CONTRACT WITH _____
FOR A COMPREHENSIVE PLAN AGREEMENT.”**

Filed for public inspection on _____.

First reading _____ In Full; _____ By Title on _____.

Second reading _____ In Full; _____ By Title on _____.

Vote by the Board of Aldermen on _____:

_____ Aye; _____ Nay; _____ Abstain

_____ Approved by the Mayor on _____.

_____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on _____.

_____ Aye; _____ Nay; _____ Abstain

Bill Effective Date: _____.

**“AN ORDINANCE AUTHORIZING THE CITY TO ENTER INTO A
CONTRACT WITH _____
FOR A COMPREHENSIVE PLAN AGREEMENT.”**

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City is hereby authorized to enter into a contract with _____ ;
with such agreement and terms to be in the form attached hereto as Exhibit “A” and made
a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into an
agreement as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after its passage by
the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk

ORDINANCE COVER SHEET

Bill No. 2019-84

Ordinance No.

**“AN ORDINANCE APPROVING CITY 2020-2022 ANNUAL PARTNERSHIP
COMMITMENT WITH THE BOLIVAR AREA CHAMBER OF COMMERCE.”**

Filed for public inspection on: _____.

First reading ____ In Full; ____ By Title on: _____.

Second reading ____ In Full; ____ By Title on: _____.

Vote by the Board of Aldermen on: _____.

____ Aye; ____ Nay; ____ Abstain

____ Approved by the Mayor on: _____.

____ Vetoed by the Mayor on _____.

Board of Aldermen Vote to Override Veto on: _____.

____ Aye; ____ Nay; ____ Abstain

Bill Effective Date:

“AN ORDINANCE APPROVING CITY 2020-2022 ANNUAL PARTNERSHIP COMMITMENT WITH THE BOLIVAR AREA CHAMBER OF COMMERCE.”

Be it Ordained by the Board of Aldermen of the City of Bolivar, Missouri, as follows:

Section I: The City does hereby authorize the City’s renewed membership with the Bolivar Area Chamber of Commerce at the applicable Corporate Partnership membership rate and with the benefits as specified in the documents attached hereto as Exhibit “A” and made a part hereof by reference.

Section II: The Mayor and City Clerk are hereby authorized and directed to enter into an agreement as described above for and on behalf of the City.

Section III: This Ordinance shall be in full force and effect from and after its passage by the Board of Aldermen and approval by the Mayor.

Christopher Warwick, Mayor

ATTEST:

Paula Henderson, City Clerk



PO Box 202 - 117A S. Main
Bolivar, MO 65613
417-326-4118

info@bolivarchamber.com - www.bolivarchamber.com - www.facebook.com/bolivarchamber

2020-2022 Annual Partnership Commitment

____ **YES**, I will commit my business to a 3-year partnership at its current level, to be invoiced annually

____ **NO**, I will not commit my business to a 3-year partnership at this time

Name: _____

Signature: _____

Thank you!



PO Box 202 - 117A S. Main
Bolivar, MO 65613
417-326-4118

info@bolivarchamber.com - www.bolivarchamber.com - www.facebook.com/bolivarchamber

2020 Annual Membership Investment Invoice

Please write in any corrections to update this information.

Member Name: City of Bolivar

Contact Person: Paula Henderson

Mailing Address: 345 S. Main Ave.

Location Address: 345 S. Main Ave.

City: Bolivar **State:** MO **Zip:** 65613

Business Phone: 417-326-2489

Cell Phone:

E-mail Address: phenderson@bolivar.mo.us

Website:

Year Opened:

Annual Dues (Please verify on chart below) \$ **Exchange**

_____ I prefer to use my credit card:

Card#: _____

Expiration Date: _____ Security Code (on back): _____

VISA/MasterCard/Discover can be processed

Please detach and return the top portion with your dues payment to:

PO Box 202, Bolivar, MO 65613

KEEP THIS PART FOR YOUR RECORDS

Bolivar Area Chamber of Commerce

Annual Dues Receipt

2020 Investment Amount: \$ _____

PLEASE CONSIDER BECOMING A CHAMBER PARTNER:

* Corporate Partnership \$2,500 *

Executive Partnership \$1,250

2020 Dues Schedule

- Individuals (non-business)/Civic Clubs/Churches - \$50

Businesses:

- Individual's home-based business/independent contractor - \$80

<u># Employees</u>	<u>Annual dues</u>
1-5	\$175.00
6-10	\$200.00
11-20	\$225.00
21-30	\$325.00
31-50	\$425.00
51-100	\$525.00
100+	\$775.00

INDEPENDENT CONTRACTOR AGREEMENT – SPORTS ACTIVITIES AT CITY PARK

This Independent Contractor Agreement for Sports Activities at the City's Fullerton Park Sports Complex (hereinafter referred to as the "Agreement") is made and entered into for an effective date of the 1st day of January, 2020, between **the City of Bolivar, Missouri, a Municipal Corporation** (hereinafter referred to as the "City"), and **Bolivar Community Sports Association, a Missouri Non-Profit Corporation** (hereinafter referred to as the "Independent Contractor").

THE CITY AND THE INDEPENDENT CONTRACTOR MUTUALLY AGREE TO THE FOLLOWING TERMS AND CONDITIONS

1. Scope of the Services Provided and Description of Services: During the term of this Agreement, the Independent Contractor will perform the services described herein at the City's "Fullerton Sports Complex," to-wit:

- a. Independent Contractor will use the City's Fullerton Sports Complex for its own programs such as baseball/softball program, a soccer program, or a flag football program; and
- b. Independent Contractor will control scheduling of all leagues and tournaments at the Fullerton Sports Complex; and Independent Contractor will be responsible for setting the price for league and tournament fees and collecting for the same; and
- c. Independent Contractor will have control over the concession stands at the Fullerton Sports Complex.

2. Additional Obligations of Independent Contractor: The Independent Contractor will be responsible for the following costs associated with the Fullerton Sports Complex: (i) providing for and paying expenses and costs associated with adequate portable bathroom facilities; and (ii) trash management and expenses and costs associated with the same; and (iii) expenses and costs (including materials and labor) associated with concessions; and (iv) furnishing all tools, materials, or other equipment required to perform the services pursuant to the terms of this Agreement not specifically delegated to the City herein. Additionally, the Independent Contractor may, but will not be required to, mow fields at the Fullerton Sports Complex as needed.

3. Additional Obligations of City: During the term of this Agreement, the City will continue to pay the costs of utilities and public works department labor associated with mowing the Fullerton Sports Complex. The City will additionally pay up to \$2,330.00 towards field materials during the term of this Agreement at the request of Independent Contractor. Subject to the City's obligation to provide \$2,330.00 as set forth above, the City is otherwise entitled to use its sole discretion as to the necessity of any maintenance or materials at the Fullerton Sports Complex, and the City may, but will not be obligated to, provide any labor or materials for maintenance of the Fullerton Sports Complex unless the City deems the same necessary in its sole discretion.

4. Term of Agreement: The term of this Agreement will begin on the date that this Agreement has been executed by all parties hereto, and will end at midnight on the 31st day of August, 2020, subject to early termination as set forth below. The term of this Agreement may be either extended or renewed by the mutual agreement of the City and the Independent Contractor so long as such extension or renewal is manifested in a writing signed by the City and the Independent Contractor, and so long as such writing is attached to this Agreement as an addendum hereto. No agreement as to extension or renewal of the term of this Agreement will be binding on any party unless the provisions of this paragraph have been

complied with. This Agreement will supersede any and all other agreements between the parties hereto, and the terms hereof will control over any other agreement to the contrary.

5. Compensation for Services: The parties to this Agreement acknowledge that sporting leagues and tournaments are desired by the general public in conjunction with the activities ongoing at the City's properties described above. The City does not desire at this time to take on the obligation to coordinate and schedule the extensive use of the Fullerton Sports Complex; and therefore, in consideration for the Independent Contractor's provision of the services as set forth in this Agreement, the Independent Contractor will be allowed by the City to use the premises described above for providing its services to the general public; and the Independent Contractor will pay to the City (or cause third party leagues and tournament organizers as the case may be to pay to the City) an amount equal to: (i) twenty-five percent (25%) of the net revenues generated by all tournaments at the Fullerton Sports Complex after expenses have been calculated and accounted for; and (ii) twenty-five percent (25%) of the net revenues generated by all concession sales at the Fullerton Sports Complex after expenses have been calculated and accounted for.

6. Method of Performing Services: The Independent Contractor will determine the method, details and means of performing the Services; and it is acknowledged that the City's primary concern is the results of the Services, and not the methods used to accomplish such work. As such, unless the nature of the Services themselves dictates otherwise, the City will not require the Independent Contractor to keep set work hours, or to work any certain number of hours so long as the Services are completed within the limited scheduled times as mutually agreed upon by the parties to this Agreement; and unless the nature of the Services themselves dictates otherwise, the Independent Contractor will be free to follow their own pattern of work routine and scheduling.

7. Performance of Services, Other Considerations: In the event that the Independent Contractor decides to use staff or other parties to complete the Services, then the Independent Contractor will be responsible for supplying their own support staff, if any. Any and all personnel hired by the Independent Contractor, as employees, consultants, agents or otherwise (collectively and hereinafter referred to as "Staff") will be the sole responsibility of the Independent Contractor. The Independent Contractor will inform all Staff in writing at the time that such Staff are hired by the Independent Contractors that such Staff are not employees of the City and that the City has no present or future obligation to employ such Staff or provide such Staff with any compensation and/or employment benefits. The Independent Contractor will be solely responsible for the acts of such Staff and the Staff will conduct their activities at the Independent Contractor's risk, expense and supervision. The Independent Contractor warrants and covenants that the Staff will be subject to all of the obligations applying to the Independent Contractor pursuant to this Agreement and that each member of the Staff will be bound to the terms of this Agreement.

8. Withholding, Taxes and Benefits: The Independent Contractor will be responsible for withholding, accruing and paying all income, social security and other taxes and amounts required by law for payments to the Staff, if any. The Independent Contractor will also be responsible for all statutory insurance and other benefits required by law for the Independent Contractor and the Staff and all other benefits promised to the Staff by the Independent Contractor, if any.

9. Compliance with Government Regulations: Independent Contractor will at all times fully comply with all applicable state, county and municipal codes and regulations, and with all federal codes and regulations, including but not limited to, all regulations from the U.S. Department of Labor Occupational Safety and Health Organization (OSHA).

10. Independent Contractor Responsible for Furnishing Materials: The Independent Contractor will be solely responsible for furnishing all tools, materials, or other equipment required to perform the Services pursuant to the terms of this Agreement, unless the parties agree otherwise in a separate writing.

11. Improvements to City's Real or Personal Property: Independent Contractor will not make any improvements at the Fullerton Sports Complex without first obtaining the written consent of City. The request for consent must set forth in detail the proposed improvements, including, without limitation, the specifications and the materials to be used. City may withhold consent for any reason or no reason at all. Allowed improvements made by Independent Contractor during the term of this Agreement may be removed by the Independent Contractor, at Independent Contractor's expense, at the expiration of the Agreement, so long as the property affected by the improvements (whether real or personal) can be returned, at Independent Contractor's expense, in as good of a condition that the property was in at the inception of this Agreement (or better), reasonable wear and tear excepted. All allowed improvements that the Independent Contractor does not wish to remove, or that cannot be removed due to expected damage to the City's property, will become the property of the City upon the termination of this Agreement. By way of example only, in the event that the Independent Contractor is allowed to remove, destroy, and replace the City's existing concession stands, then the new concession stands would become the property of the City at the expiration of the Agreement because the old concession stands could not then be returned to the condition they were in at the beginning of the Agreement.

Independent Contractor will be solely responsible for the cost of all labor and materials to make allowed improvements, if any, to the Fullerton Sports Complex. Independent Contractor will further be solely responsible for compliance with the Missouri Prevailing Wage laws, if applicable to any allowed project. Independent Contractor will indemnify and hold the City harmless from all costs, expenses or damages incurred as a result of claims, demands or liens against the City or the City's property (whether real or personal) which result from the acquisition or construction of allowed improvements or non-compliance with applicable laws or regulations (including reasonable attorneys fees). Independent Contractor must, from time to time during construction and as requested by the City, provide City with proof in the form of paid receipts or lien waivers that it has paid all costs for labor or materials used in connection with any allowed improvements to the Fullerton Sports Complex.

12. Property and Casualty Insurance: INDEPENDENT CONTRACTOR IS HEREBY ADVISED TO OBTAIN PROPERTY AND CASUALTY INSURANCE TO PROTECT ITS PROPERTY AND INTERESTS. Independent Contractor will at all times be solely responsible for carrying such Property and Casualty Insurance as Independent Contractor deems necessary to protect its interests, including losses to Independent Contractor's property of any nature. Independent Contractor acknowledges that City has no obligation to provide coverage for any losses to the Independent Contractor's property, and releases the City from all damages or losses which it might sustain as a result of any such losses or damages.

13. Public Liability Insurance: Independent Contractor will maintain product and complete operational liability insurance in the amount of \$1,000,000.00 with insurance underwriters authorized to do business in the State of Missouri and approved by the City. Independent Contractor will furnish City with a certificate from the insurance carrier showing the insurance to be in full force during the entire term of this Agreement or will deposit with City copies of the policy. The policy or certificate will contain a provision that written notice of cancellation or of any material change in the policy by the insurer shall be delivered to City twenty (20) days in advance of the effective date.

14. Independent Contractor May Provide Services to Others: Nothing in this Agreement will preclude the Independent Contractor from at any time performing work or services to third parties other than the City.

15. Relationship Between City and Independent Contractor: During the term of this Agreement, and unless expressly determined otherwise in writing executed by the City, the Independent Contractor and

their Staff, if any, shall at all times be and be deemed to be independent contractors of the City. Neither the Independent Contractor nor any of his Staff is an employee or agent of the City for any purpose whatsoever, and shall not be entitled to paid vacation days, sick days, holidays or any other benefits provided to City employees. The Independent Contractor agrees that no income, social security or other taxes or amounts shall be withheld or accrued by the City for the Independent Contractor's benefit or for the benefit of Staff and no statutory insurance shall be written by the City on behalf of the Independent Contractor or the employees of the Independent Contractor. Neither the Independent Contractor nor any of the Staff will, under any circumstances, have any authority to act for or to bind the City or to sign the name of the City or to otherwise represent that the City is in any way responsible for Independent Contractor's acts or omissions. Neither the Independent Contractor nor Staff has or have any authority to create any contract or obligation, express or implied, on behalf of, in the name of, or binding upon the City. It is anticipated that the Independent Contractor will perform services as an independent contractor, employee, officer or director for parties other than the City during the Term.

16. Indemnification: The Independent Contractor will be responsible for the death or injury to the Independent Contractor or of any of the Independent Contractor's Staff, while in the performance of service of the terms of this Agreement. Additionally, the Independent Contractor will indemnify, defend, and hold the City harmless in respect to all losses, claims, causes of action, judgments, or expenses of any kind, including reasonable attorney fees and costs, arising in any way from any action or conduct of the Independent Contractor or their Staff, if any, while providing services to the City during the term of this Agreement.

17. Termination of Agreement and Subsequent Remedies: A breach of this Agreement will occur if any party fails to observe and perform any provision or agreement herein; and either party may terminate this agreement immediately upon a breach of this Agreement by the other party. Additionally, either party hereto may terminate this Agreement for any reason, and without recourse from the other party, by providing sixty (60) days' written notice to the other party.

18. Notices: Any notices authorized or required to be given hereunder may be personally delivered to the person or persons whose names appear below, or by depositing the same in the United States mail, postage fully prepaid, certified, return receipt requested, and if intended for the City addressed as follows:

City of Bolivar
ATTN: City Administrator
P.O. Box 9
Bolivar, Missouri 65613

and if intended for the Independent Contractor addressed as follows:

Either party will notify the other party as soon as is practicable upon the change of address for notification purposes. If properly addressed and mailed pursuant to the terms of this paragraph, delivery of notices will conclusively be deemed to have been made two days after mailing.

19. Assignment: Independent Contractor will not assign this Agreement without the prior written consent of the City, which consent may be withheld for any reason or no reason at all.

20. Waiver: All parties to this Agreement agree that the failure of any party to this Agreement to strictly enforce any term of this Agreement will not ever result in a waiver of such party to subsequently enforce the conditions of this Agreement.

21. Severability: In the event that any provision, paragraph, sub-paragraph, or sentence of this Agreement is declared to be invalid for any reason, it will not affect the validity of any other provision of this Agreement, and all other provisions, paragraphs, sub-paragraphs, and sentences will remain in full force and effect.

22. Complete Agreement: It is agreed and understood by all parties to this Agreement that this instrument constitutes the entire agreement between the parties, and that the terms and provisions of this Agreement are contractual and not mere recitals. No additional promises, agreements, and conditions have been entered into other than those expressly set forth in this Agreement. This Agreement may not be modified or amended without the written, signed consent of all parties to this Agreement.

23. Choice of Law and Venue: This instrument will be construed and enforced under the laws of the State of Missouri. Any Dispute Resolution or legal action arising hereunder will be handled in Polk County, Missouri, and all parties consent to the venue of such Court.

24. No Third-Party Beneficiaries: There are no third-party beneficiaries to this Agreement. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either party.

25. Binding Effect: This Agreement will be binding upon and will inure to the benefit of the City, and their respective successors and assigns, and upon the Independent Contractor, and their heirs, personal representatives, successors and assigns.

[SIGNATURE PAGE FOLLOWS]

THIS IS A BINDING LEGAL DOCUMENT. BEFORE SIGNING BELOW, THE PARTIES TO THIS AGREEMENT DECLARE THAT THEY ARE OF SOUND MIND AND ARE OTHERWISE LEGALLY CAPABLE OF ENTERING INTO THIS AGREEMENT, THAT THEY HAVE COMPLETELY READ THIS INSTRUMENT, AND THAT THEY FULLY UNDERSTAND ALL OF THE TERMS CONTAINED HERIN.

City of Bolivar, Missouri

Mayor

DATE

ATTEST

City Clerk

DATE

Signature of Independent Contractor, or Independent Contractor's Agent

DATE

By, _____
(Print Name and Title)

Social Security / EIN Number

Telephone Number