



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Tuesday, February 21, 2023
5:45 PM**

I. Appointments – Mayor Bob Nation

II. Council Committee Reports

A. Planning and Public Works Committee – Chairperson Dan Hurt, Ward III

1. Proposed Bill No. 3418 - P.Z. 11-2022 Estates at Fire Rock (St. Austin School) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “PUD” Planned Unit Development to the “E-1AC” Estate One Acre District for a 35.0-acre tract of land located at 17803, 17815 and 17831 Wild Horse Creek Road (P.Z. 11-2022 Estates at Fire Rock (St. Austin School) 18V130099, 18V140065, & 18V140098). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval. Petitioner has requested to postpone any action until such time as the contract issues have been resolved between the owner and developer.**

2. Proposed Bill No. 3425 – P.Z. 12-2022 City of Chesterfield (Unified Development Code – Article 4) – An ordinance amending Article 4 of the Unified Development Code to include regulations pertaining to comprehensive marijuana facilities. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

3. Next Meeting – Thursday, February 23, 2023 (5:30pm)

B. Finance and Administration Committee – Chairperson Barbara McGuinness, Ward I

1. Next Meeting – Monday, March 13, 2023 (4:00pm)

C. Parks, Recreation and Arts Committee – Chairperson Gary Budoor, Ward IV

1. Next Meeting – Not yet scheduled

D. Public Health and Safety Committee – Chairperson Aaron Wahl, Ward II

- 1. Proposed Resolution No. 483 – Inmate Housing at St. Louis County** – City Council adopted Ordinance #2064 in February of 2004, which provided for housing of Chesterfield’s municipal prisoners, and specified a \$35/day fee. The County Council has passed an order to increase this fee to \$50/day. This is the first increase in inmate housing in more than 33 years. Ordinance #2064 allows the City Administrator to execute extensions and modifications to this contract by resolution.

- 1. Next Meeting – Not yet scheduled**

III. Report from the City Administrator & Other Items Requiring Action by City Council – Mike Geisel

A. Liquor License Request – Sauce on The Side (1637 Clarkson Rd) – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday Sales.

B. Bid Recommendation – Accessible Ramp Improvement Project – Recommendation to accept the low bid as submitted by Spencer Contracting, and to authorize the City Administrator to enter into an Agreement with Spencer Contracting in the amount of \$55,534. Of this total cost, \$41,900 will be reimbursed to the City from St. Louis County via the CDBG Program. The low bid very slightly exceeds the \$55,000 budgeted for this project in Account 120-079-5497. This minor over-run will be offset by other under-runs throughout the year, therefore no budget amendment is required. **(Roll Call Vote) Department of Public Works recommends approval.**

C. Bid Recommendation – Purchase of Two Overhead Doors at Public Works Facility – Recommendation to accept the low bid submitted by Zumwalt Corporation and to authorize the City Administrator to approve a Purchase Order to Zumwalt Corporation in an amount not to exceed \$28,680 for the replacement of two overhead doors at the Public Works Facility. The 2023 Budget includes \$32,000 in Account 120-079-5470 for this purchase. **(Roll Call Vote) Department of Public Works recommends approval.**

D. Bid Recommendation - 2023 Sidewalk Leveling Project –

1. Recommendation to accept the bid as submitted by Lift Rite Incorporated, and to authorize the City Administrator to enter into an Agreement with Lift Rite Incorporated in an amount not to exceed \$100,000 to perform sidewalk leveling through a mud-jacking process. The 2023 Budget includes \$555,000 for sidewalk repairs within Account 120-079-5497.
2. Recommendation to address deficient sidewalk slabs via a saw-cutting method, and to authorize the City Administrator to enter into

an Agreement with Precision Concrete Incorporated in an amount not to exceed \$30,000. In order to construct this project, Staff recommends utilizing existing funds budgeted in Account 120-079-5251. **(Roll Call Vote) Department of Public Works recommends approval.**

IV. Other Legislation

A. Proposed Bill No. 3431 - Wilson Avenue Improvement Project Program Agreement – An ordinance authorizing the City Administrator to execute a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for improvements of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road and just south of Walnut Hill Road, near Baxter Crossing Lane. **(First Reading) Department of Public Works recommends approval.**

V. Unfinished Business

VI. New Business

VII. Adjournment

NOTE: *City Council will consider and act upon the matters listed above and such other matters as may be presented at the meeting and determined to be appropriate for discussion at that time.*

Notice is hereby given that the City Council may also hold a closed meeting for the purpose of dealing with matters relating to one or more of the following: legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys (RSMo 610.021(1) 1994; lease, purchase or sale of real estate (RSMo 610.021(2) 1994; hiring, firing, disciplining or promoting employees with employee groups (RSMo 610.021(3)1994; Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups (RSMo 610.021(9) 1994; and/or bidding specification (RSMo 610.021(11) 1994.

PERSONS REQUIRING AN ACCOMMODATION TO ATTEND AND PARTICIPATE IN THE CITY COUNCIL MEETING SHOULD CONTACT CITY CLERK VICKIE MCGOWND AT (636) 537-6716, AT LEAST TWO (2) WORKDAYS PRIOR TO THE MEETING.



AGENDA
CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Tuesday, February 21, 2023
7:00 PM

- I. CALL TO ORDER** – Mayor Bob Nation

- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation

- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation

- IV. ROLL CALL** – Deputy City Clerk Molly Lasley

- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. City Council Meeting Minutes** – February 06, 2023
 - B. Executive Session Minutes** – February 06, 2023

- VI. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, February 23, 2023 – Planning & Public Works (5:30pm)**
 - B. Monday, February 27, 2023 – Planning Commission (7:00pm)**
 - C. Monday, March 06, 2023 – City Council Meeting (7:00pm)**

- VII. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation

- VIII. APPOINTMENTS** – Mayor Bob Nation

- IX. COUNCIL COMMITTEE REPORTS**
 - A. Planning and Public Works Committee** – Chairperson Dan Hurt, Ward III

1. Proposed Bill No. 3418 - P.Z. 11-2022 Estates at Fire Rock (St. Austin School) – An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “PUD” Planned Unit Development to the “E-1AC” Estate One Acre District for a 35.0-acre tract of land located at 17803, 17815 and 17831 Wild Horse Creek Road (P.Z. 11-2022 Estates at Fire Rock (St. Austin School) 18V130099, 18V140065, & 18V140098). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval. Petitioner has requested to postpone any action until such time as the contract issues have been resolved between the owner and developer.**

2. Proposed Bill No. 3425 – P.Z. 12-2022 City of Chesterfield (Unified Development Code – Article 4) – An ordinance amending Article 4 of the Unified Development Code to include regulations pertaining to comprehensive marijuana facilities. **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.**

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1. Next Meeting – Monday, March 13, 2023 (4:00pm)

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1. Next Meeting – Not yet scheduled

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2. Next Meeting – Not yet scheduled

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Liquor License Request – Sauce on The Side (1637 Clarkson Rd) – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday Sales.

B. Bid Recommendation – Accessible Ramp Improvement Project – Recommendation to accept the low bid as submitted by Spencer Contracting, and to authorize the City Administrator to enter into an Agreement with Spencer Contracting in the amount of \$55,534. Of this total cost, \$41,900 will be reimbursed to the City from St. Louis County via the CDBG Program. The low bid very slightly exceeds the \$55,000 budgeted for this project in Account 120-079-5497. This minor over-run will be offset by other under-runs throughout the year, therefore no budget amendment is required. **(Roll Call Vote) Department of Public Works recommends approval.**

C. Bid Recommendation – Purchase of Two Overhead Doors at Public Works Facility – Recommendation to accept the low bid submitted by Zumwalt Corporation and to authorize the City Administrator to approve a Purchase Order to Zumwalt Corporation in an amount not to exceed \$28,680 for the replacement of two overhead doors at the Public Works Facility. The 2023 Budget includes \$32,000 in Account 120-079-5470 for this purchase. **(Roll Call Vote) Department of Public Works recommends approval.**

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2. Recommendation to address deficient sidewalk slabs via a saw-cutting method, and to authorize the City Administrator to enter into an Agreement with Precision Concrete Incorporated in an amount not to exceed \$30,000. In order to construct this project, Staff recommends utilizing existing funds budgeted in Account 120-079-5251. **(Roll Call Vote) Department of Public Works recommends approval.**

2. OTHER LEGISLATION

A. Proposed Bill No. 3431 - Wilson Avenue Improvement Project Program Agreement – An ordinance authorizing the City Administrator to execute a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for improvements of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road

and just south of Walnut Hill Road, near Baxter Crossing Lane. **(First Reading) Department of Public Works recommends approval.**

3. UNFINISHED BUSINESS

4. NEW BUSINESS

5. ADJOURNMENT

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AGENDA REVIEW – TUESDAY, FEBRUARY 21, 2023 – 5:45 PM

An AGENDA REVIEW meeting has been scheduled to start at **5:45 PM, on Tuesday, February 21, 2023.**

An Executive (closed) Session has been scheduled immediately following the agenda work session for Monday's meeting (2/21/2023), which itself is scheduled to begin at 5:45 pm.

I have been directed to schedule an executive session for the purpose of finalizing my goals and objects for the 2023 calendar year, as was discussed previously.

Please let me know, ASAP, if you will be unable to attend these meetings.



**CITY OF CHESTERFIELD - PUBLIC NOTICE
EXECUTIVE SESSION (CLOSED MEETING)
TUESDAY, FEBRUARY 21, 2023**

An Executive Session (closed meeting) has been scheduled to take place immediately following the Agenda Review Meeting on Tuesday, February 21, 2023, which itself is scheduled to begin at 5:45 PM.

The purpose of this meeting is to provide the opportunity for confidential communication by/among the City's elected officials, their City Attorney, and appropriate City Staff.

The discussion during this Executive Session is scheduled to include the following:

RSMo 610.021 (1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys

RSMo 610.021 (13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state of Missouri and the amount of money contributed by the source

Any/all questions, in advance of this meeting, should be directed to the undersigned.

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A handwritten signature in cursive script, appearing to read "M. Geisel".

Michael O. Geisel
City Administrator
Chesterfield, Missouri



RECORD OF PROCEEDING

MEETING OF THE CITY COUNCIL OF THE CITY OF CHESTERFIELD AT 690 CHESTERFIELD PARKWAY WEST

FEBRUARY 6, 2023

The meeting was called to order at 7:03 p.m.

Mayor Bob Nation led everyone in the Pledge of Allegiance and followed with a moment of silent prayer.

A roll call was taken with the following results:

PRESENT

ABSENT

Mayor Bob Nation
Councilmember Mary Monachella
Councilmember Barbara McGuinness
Councilmember Aaron Wahl
Councilmember Mary Ann Mastorakos
Councilmember Dan Hurt
Councilmember Michael Moore
Councilmember Merrell Hansen
Councilmember Gary Budoor

APPROVAL OF MINUTES

The minutes of the January 17, 2023 City Council meeting were submitted for approval. Councilmember Wahl made a motion, seconded by Councilmember Moore, to approve the January 17, 2023 City Council minutes. Councilmember McGuinness requested the minutes be amended to reflect Councilmember Monachella seconded the motion to postpone the second reading of Bill No. 3421. A voice vote was taken with a unanimous

affirmative result and the motion to approve the minutes, as amended, was declared passed.

The minutes of the January 17, 2023 Executive Session were submitted for approval. Councilmember Mastorakos made a motion, seconded by Councilmember Moore, to approve the January 17, 2023 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

INTRODUCTORY REMARKS

Mayor Nation announced that City Hall would be closed on Monday, February 20, in observance of Presidents' Day.

Mayor Nation announced that the next meeting of City Council is scheduled for Tuesday, February 21, at 7 p.m.

COMMUNICATIONS AND PETITIONS

Mr. Gregory Haug, 128 Lighthorse Drive, introduced himself as candidate for Monarch Fire Protection District Director, and provided a brief biography.

APPOINTMENTS

Mayor Nation nominated Mr. Mick Weber for re-appointment to the Architectural Review Board. Councilmember Hurt made a motion, seconded by Councilmember Hansen, to re-appoint Mr. Weber to the Architectural Review Board for a term of two years. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

COUNCIL COMMITTEE REPORTS AND ASSOCIATED LEGISLATION

Planning/Public Works Committee

Bill No. 3418 Amends the Unified Development Code of the City of Chesterfield by changing the boundaries of the "PUD" Planned Unit Development to the "E-1AC" Estate One Acre District for a 35.0-acre tract of land located at 17803, 17815 and 17831 Wild Horse Creek Road (P.Z. 11-2022 Estates at Fire Rock (St. Austin School) 18V130099, 18V140065, & 18V140098) **(Second Reading)**
Planning Commission recommends approval. Planning & Public Works Committee recommends approval. Petitioner has requested to hold until the February, 21 2023 City Council meeting

Councilmember Dan Hurt, Chairperson of the Planning/Public Works Committee, made a motion, seconded by Councilmember Hansen, to postpone action on Bill No. 3418 until

the next City Council meeting, scheduled for February 21, as requested by the petitioner. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

Bill No. 3425 Amends Article 4 of the Unified Development Code to include regulations pertaining to comprehensive marijuana facilities **(First Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval**

Councilmember Hurt made a motion, seconded by Councilmember Monachella, for the first reading of Bill No. 3425. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3425 was read for the first time.

Councilmember Hurt announced that the next meeting of this Committee, scheduled for Thursday, February 9, at 5:30 p.m., has been canceled.

Finance and Administration Committee

Councilmember Barbara McGuinness, Chairperson of the Finance and Administration Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Parks, Recreation & Arts Committee

Councilmember Gary Budoor, Chairperson of the Parks, Recreation & Arts Committee, indicated that there were no action items scheduled on the agenda for this meeting.

Public Health & Safety Committee

Councilmember Aaron Wahl, Chairperson of the Public Health & Safety Committee, advised that this Committee met on Monday, January 30, and action items from that meeting will appear on the next City Council agenda.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that Staff is recommending award of a contract for 2023 Construction and Inspection Testing Services. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending acceptance of the proposal for construction and inspection testing as submitted by Geotechnology Incorporated and authorization for the City Administrator to execute a contract in an amount not to exceed \$110,000, funded from the Capital Projects Fund, as recommended by the Department of Public Works. Councilmember Moore made a motion, seconded by Councilmember Wahl, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Hurt, Budoor, Wahl, Hansen, Mastorakos, Moore, McGuinness and Monachella. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for 2023 Concrete Slab Replacement Project B. Based upon review of information provided by Director of Public Works/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending acceptance of the low bid as submitted by Next Level Construction LLC and authorization for the City Administrator to execute a contract in an amount not to exceed \$1,000,000, funded from the Capital Projects Fund, as recommended by the Department of Public Works. Councilmember Hansen made a motion, seconded by Councilmember Moore, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Hansen, Monachella, Moore, Wahl, Budoor, McGuinness, Hurt and Mastorakos. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that Staff is recommending award of a contract for 2023 Pyrotechnic Fourth of July Display. Based upon review of information provided by Superintendent of Recreation Kari Johnson, Mr. Geisel joined with her in recommending acceptance of the sole bid and proposal as submitted by J&M Displays, and authorization for the City Administrator to execute a contract in the amount of \$55,000, including an option for two annual renewals under the same terms and conditions. Councilmember Mastorakos made a motion, seconded by Councilmember Budoor, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Mastorakos, Monachella, Hansen, McGuinness, Wahl, Budoor, Hurt and Moore. Nays – None. Whereupon Mayor Nation declared the motion passed.

OTHER LEGISLATION

Bill No. 3426 Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-A under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-A; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-A; authorizing certain actions by city officials and officers; and containing a severability clause **(First Reading)**

Bill No. 3427 Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-B under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-B; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-B; authorizing certain actions by city officials and officers; and containing a severability clause **(First Reading)**

Bill No. 3428 Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the redevelopment area designated as RPA 1-C under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-C; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-C; authorizing certain actions by city officials and officers; and containing a severability clause **(First Reading)**

Bill No. 3429 Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the Redevelopment Area designated as RPA 1-D under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 1-D; making findings with respect thereto; establishing a special allocation fund with respect to RPA 1-D; authorizing certain actions by city officials and officers; and containing a severability clause **(First Reading)**

Bill No. 3430 Approves a Redevelopment Project pursuant to the Real Property Tax Increment Allocation Redevelopment Act, Sections 99.800 to 99.865 of the Revised Statutes of Missouri, as amended, for that portion of the Redevelopment Area designated as RPA 3 under the Chesterfield Tax Increment Financing Redevelopment Plan & Project; adopting tax increment financing within RPA 3; making findings with respect thereto; establishing a special allocation fund with respect to RPA 3; authorizing certain actions by city officials and officers; and containing a severability clause **(First Reading)**

Councilmember Hurt made a motion, seconded by Councilmember McGuinness, for the first reading of Bill Nos. 3426, 3427, 3428, 3429 and 3430. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill Nos. 3426, 3427, 3428, 3429 and 3430 were read for the first time.

Councilmember Hurt made a motion, seconded by Councilmember McGuinness, to postpone Bill Nos. 3426, 3427, 3428, 3429 and 3430 until the first meeting in February 2024, currently scheduled for February 5, 2024. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

UNFINISHED BUSINESS

There was no unfinished business scheduled on the agenda for this meeting.

NEW BUSINESS

There was no new business.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:22 p.m.

Mayor Bob Nation

ATTEST:

Vickie McGownd, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

- A. Thursday, February 23, 2023 – Planning & Public Works (5:30pm)**
- B. Monday, February 27, 2023 – Planning Commission (7:00pm)**
- C. Monday, March 06, 2023 – City Council Meeting (7:00pm)**

COMMUNICATIONS AND PETITIONS

This section provides time for the public to speak and express their views during public comment. Each speaker is limited to not more than four minutes, after which, the City Administrator will indicate that their time has expired. It is important to remember that this section of the agenda is not intended or appropriate for debate or question and answer period. This is the public's opportunity to share their comments in a public forum.

APPOINTMENTS

There are no appointments scheduled for tonight's meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

Chair: Councilmember Hurt

Vice-Chair: Councilmember Monachella

Proposed Bill No. 3418 - P.Z. 11-2022 Estates at Fire Rock (St. Austin School)

– An ordinance amending the Unified Development Code of the City of Chesterfield by changing the boundaries of the “PUD” Planned Unit Development to the “E-1AC” Estate One Acre District for a 35.0-acre tract of land located at 17803, 17815 and 17831 Wild Horse Creek Road (P.Z. 11-2022 Estates at Fire Rock (St. Austin School) 18V130099, 18V140065, & 18V140098). **(Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval. Petitioner has requested to postpone any action until such time as the contract issues have been resolved between the owner and developer.**

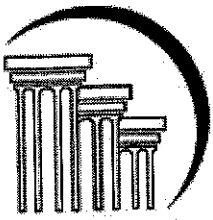
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Development Code – Article 4) – An ordinance amending Article 4 of the Unified Development Code to include regulations pertaining to comprehensive marijuana facilities. (Second Reading) Planning Commission recommends approval. Planning & Public Works Committee recommends approval.

NEXT MEETING

The next Planning and Public Works Committee is scheduled for Thursday, February 23rd, 2023, at 5:30pm.

If you have any questions or require additional information, please contact Director of Planning - Justin Wyse, Director of Public Works – Jim Eckrich, or me prior to Tuesday’s meeting.



**DOSTER NATIONS
ULLOM & BOYLE, LLC**
ATTORNEYS AT LAW

16150 Main Circle Drive
Suite 250
Chesterfield, MO 63017
(636) 532-0042
(636) 532.1082 Fax

Michael J. Doster
mdoster@dubllc.com

February 15, 2023

VIA REGULAR MAIL AND ELECTRONIC MAIL

Michael O. Geisel, City Administrator
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Re: P.Z. 11-2022 Estates at Fire Rock (St. Austin School)

Dear Mike:

With regard to the matter referenced above, I request a tabling of the proposed Bill. This request is being made because the Seller and Buyer of the property are still working on resolving some contract issues. Thank you.

Very truly yours,

Michael J. Doster

MJD/ab

BILL NO. 3418

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE UNIFIED DEVELOPMENT CODE OF THE CITY OF CHESTERFIELD BY CHANGING THE BOUNDARIES OF THE “PUD” PLANNED UNIT DEVELOPMENT TO THE “E-1AC” ESTATE ONE ACRE DISTRICT FOR A 35.0-ACRE TRACT OF LAND LOCATED AT 17803, 17815 AND 17831 WILD HORSE CREEK ROAD (P.Z. 11-2022 Estates at Fire Rock (St. Austin School) 18V130099, 18V140065, & 18V140098).

WHEREAS, the petitioner, St. Austin School, has requested a change in zoning from the “PUD” Planned Unit Development to the “E-1AC” Estate One Acre District for a 35.0-acre tract of land located at 17803, 17815 and 17831 Wild Horse Creek Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on November 14, 2022; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the change of zoning, as presented; and,

WHEREAS, the Planning and Public Works Committee recommended approval of the change of zoning, as presented; and,

WHEREAS, the City Council, having considered said request voted to approve the change of zoning request.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. City of Chesterfield Unified Development Code and the Official Zoning District Map, which are part thereof, are hereby amended by establishing an “E-1AC” Estate One Acre District for a 35.0-acre tract of land located at 17803, 17815 and 17831 Wild Horse Creek Road and as described as follows:

A tract of land being all of Adjusted Parcel B of “Boundary Adjustment Plat of ‘A Tract of Land in U.S. Survey 102, Township 45 North – Range 3 East, St. Louis County, Missouri” according to the plat thereof recorded in Plat Book 338 Page 96 of the St. Louis County, Missouri Records and part of Adjusted Tract A of “Boundary Adjustment Plat of ‘A Tract of Land in U.S. Survey 102, in Township 45 North – Range 3 East, St. Louis County, Missouri” according to the plat

thereof recorded in Plat Book 346 Page 353 of said records, all located in U.S. Survey 102, Township 45 North, Range 3 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at a point being the southeast corner of above-said Adjusted Parcel B, said corner being the intersection of the north right-of-way line of Wild Horse Creek Road (width varies) and the northeast line of above-said U.S. Survey 102; thence along said north right-of-way line the following courses and distances: along a line being 30 feet north of and parallel to the centerline of said Wild Horse Creek Road, South 55°36'40" West, 375.00 feet; North 12°03'12" West, 16.22 feet; and along a line being 45 feet north of and parallel to said centerline, South 55°36'40" West, 124.28 feet to a point on the east line of a tract of land conveyed to Trustee of the Melvin L. Fick and Lillian K. Fick, Joint Revocable Living Trust Agreement by document recorded in Deed Book 7996 Page 1316 of the above-said records; thence leaving said right-of-way line and along the east and north lines of said Fick tract the following courses and distances: North 32°41'08" West, 308.72 feet and South 81°07'48" West, 226.56 feet to a point on the west line of above-said Adjusted Tract A; thence leaving said north line of Fick tract and along the west line of said Adjusted Tract A the following courses, distances and curves: North 22°46'12" West, 687.49 feet; North 57°30'33" West, 199.99 feet to a point of curvature; along a curve to the right with a radius of 175.00 feet, whose chord bears North 18°35'43" West, 219.85 feet, an arc distance of 237.71 feet to a point of tangency; North 20°19'07" East, 143.40 feet; and North 22°46'12" West, 200.68 feet to the northwest corner of said Adjusted Tract A, said point being on the south right-of-way line of Chicago, Rock Island and Pacific Railroad (100 feet wide); thence leaving said west line and along said south right-of-way line, along a curve to the right being non-tangential to the previous course, with a radius of 3519.70 feet, whose chord bears North 67°52'46" East, 889.74 feet, an arc distance of 892.13 feet to a point of tangency; thence continuing along said south right-of-way line, North 75°08'27" East, 176.95 feet to a point being the northeast corner of said Adjusted Tract A; thence leaving said south right-of-way line and along the east line of said Adjusted Tract A and its prolongation, being the east line of said Adjusted Parcel B, South 12°03'12" East, 1644.66 feet to the Point of Beginning and contains 1,527,037 square feet, or 35.056 acres, more or less according to survey performed by The Sterling Company during the month of August, 2021 under Order Number 20-07-232.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Unified Development Code is granted, subject to all of the ordinances, rules and regulations.

Section 3. The City Council, pursuant to the petition filed by St. Austin School in P.Z. 11-2022, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 14th day of November 2022, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

Section 4. This ordinance and the requirements thereof are exempt from the warning and summons for violations as set out in Article 8 of the City of Chesterfield Unified Development Code.

Section 5. This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2023

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 01/03/2023

BILL NO. 3425

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF CHESTERFIELD AMENDING SECTION 405.04.140 OF THE MUNICIPAL CODE PERTAINING TO MARIJUANA RELATED BUSINESSES.

WHEREAS, an amendment to the Missouri Constitution, herein referred to as Amendment 3, was approved by voters on November 8, 2022 to decriminalize marijuana and to provide for the regulated production, distribution, testing, sale, and purchase of recreational marijuana by those ages 21 and older; and

WHEREAS, Amendment 3 charges the Missouri Department of Health and Senior Services to license and regulate comprehensive marijuana cultivation facilities, comprehensive marijuana dispensary facilities, comprehensive marijuana-infused products manufacturing facilities, and marijuana testing facilities;

WHEREAS, Amendment 3 gives narrow authorization for cities to enact ordinances not in conflict with state law or regulations governing the time, place, and manner of operation of comprehensive marijuana facilities defined herein; and

WHEREAS, the City of Chesterfield, having carefully studied Amendment 3 and its mandate, wishes to establish supplemental rules and regulations governing the operation of comprehensive marijuana facilities to further protect the health, safety, and welfare of the residents, business community, and property owners in Chesterfield; and

WHEREAS, a Public Hearing was held before the Planning Commission on January 9, 2023; and,

WHEREAS, the Planning Commission recommended approval of the following amendments; and,

WHEREAS, the Planning and Public Works Committee recommended approval of the following amendments; and,

WHEREAS, the City Council of the City of Chesterfield desires to amend the Unified Development Code to reflect the changes in regulation of medical and non-medical marijuana business to conform to state law; and

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

Section 1: Section 405.04.140 of the City of Chesterfield Municipal Code shall be amended to include the following:

21. Marijuana (medical and comprehensive) facilities. These regulations shall apply to all medical and comprehensive marijuana uses as defined in the Missouri Constitution.
 - a. No marijuana facilities including those relating to cultivation, testing, manufacturing or dispensing shall be permitted except in conjunction with a state issued license and in full compliance with all state mandated facility and safety standards.
 - b. No medical marijuana related use or facility shall emit an odor or in any way off-site which causes a public nuisance. Appropriate ventilation systems or odor mitigation devices shall be installed to prevent the permeation of marijuana odors or fumes shall be provided if a public nuisance violation occurs. If off-site odors become a public nuisance, the City Council, following notice and a public hearing at which the operator shall be entitled to present evidence or submit proposals for remediation, may revoke a permit for cultivation, testing, manufacturing or dispensing of marijuana or marijuana related products.
 - c. No marijuana facility shall be initially sited within one thousand feet of any then existing elementary or secondary school, child day care center, or church, as defined in the Missouri Constitution pertaining to marijuana facilities. In the case of a freestanding facility, the distance between the facility and the school, daycare, or church shall be measured from the external wall of the facility structure closest in proximity to the school, daycare, or church to the closest point of the property line of the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. In the case of a facility that is part of a larger structure, such as an office building or strip mall, the distance between the facility and the school, daycare, or church shall be measured from the property line of the school, daycare, or church to the facility's entrance or exit closest in proximity to the school, daycare, or church. If the school, daycare, or church is part of a larger structure, such as an office building or strip mall, the distance shall be measured to the entrance or exit of the school, daycare, or church closest in proximity to the facility. Measurements shall be

made along the shortest path between the demarcation points that can be lawfully traveled by foot.

- d. Cultivation facilities shall only be permitted in areas zoned Planned Industrial District.
- e. Any cultivation must occur indoors. Outdoor cultivation is not permitted.

Section 2: Existing medical marijuana facilities and new medical or non-medical marijuana facilities shall be permitted to obtain occupancy and business license approval where facilities are permitted by zoning.

Section 3: This ordinance shall be codified within the Municipal Code of the City of Chesterfield.

Section 4: This ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this ____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD: 2/6/2023

FINANCE AND ADMINISTRATION COMMITTEE

Chair: Councilmember McGuinness

Vice-Chair: Councilmember Moore

There are no Finance and Administration Committee action items scheduled for tonight's meeting.

NEXT MEETING

The next Finance and Administration Committee Meeting is scheduled for Monday, March 13th, 2023 at 4pm.

If you have any questions or require additional information, please contact Finance Director Jeannette Kelly or me prior to Tuesday's meeting.

PARKS, RECREATION AND ARTS COMMITTEE

Chair: Councilmember Budoor

Vice Chair: Councilmember Moore

There are no Parks, Recreation and Arts Committee items scheduled for tonight's meeting.

NEXT MEETING

The next meeting of the Parks, Recreation and Arts Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Parks, Recreation and Arts Director Thomas McCarthy or me prior to Tuesday's meeting.

PUBLIC HEALTH AND SAFETY COMMITTEE

Chair: Councilmember Aaron Wahl

Vice Chair: Councilmember Merrell Hansen

Proposed Resolution No. 483: Inmate Housing at St. Louis County - City Council adopted Ordinance #2064 in February of 2004, which provided for housing of Chesterfield's municipal prisoners, and specified a \$35/day fee. The County Council has passed an order to increase this fee to \$50/day. This is the first increase in inmate housing in more than 33 years. Ordinance #2064 allows the City Administrator to execute extensions and modifications to this contract by resolution.

NEXT MEETING

The next meeting of the Public Health and Safety Committee has not yet been scheduled.

If you have any questions or require additional information, please contact Chief Ray Johnson or me prior Tuesday's meeting.

PUBLIC HEALTH & SAFETY COMMITTEE MEETING
JANUARY 30, 2023

MINUTES

1. The meeting was called to order at 5:30 PM by Chairman, Councilmember Aaron Wahl.
2. Roll Call

Councilmember Aaron Wahl, Ward II (Chairman), Councilmember Mary Monachella, Ward I, Councilmember Dan Hurt, Ward III, Councilmember Merrell Hansen, Ward IV, Councilmember Gary Budoor, Ward IV, City Attorney Chris Graville, and Chief Ray Johnson. Several citizens also attended this meeting

3. Minutes –December 7, 2022

Councilmember Wahl motioned and Councilmember Hansen seconded to approve the minutes of the December 7, 2022 meeting. The minutes were approved 3-0 (Councilmember Monachella abstained as she was absent from the December 7th meeting).

4. Golf Carts

The Committee Members addressed the issue of golf carts/low speed vehicles on City streets.

City Attorney Graville presented a draft ordinance for the allowance and regulation of golf carts and/or low speed vehicles on City streets. This draft ordinance sets out the proposed regulations of operation of golf carts and low speed vehicles on streets, roads and highways located within the City of Chesterfield.

First, the definition of a low-speed vehicles was reviewed and the difference between a low-speed vehicle and a golf cart. It was noted that low speed vehicles are defined by State Statute and golf carts are a motor vehicle originally designed for operation on a golf course, not regulated by State Statutes. A low-speed vehicle can be registered in the State, a golf cart cannot.

Currently, neither type of vehicles are allowed on City streets at this time (unless licensed and registered in the State of Missouri). A discussion followed regarding which subdivisions within the City would be amenable to allowing golf carts. At this time, most subdivision indentures do not allow golf carts or low speed vehicles. City Attorney Graville suggested that the ordinance be written to allow subdivisions to opt into the allowance of golf carts. There was discussion regarding workable options.

Further discussion continued regarding the registration of vehicles. Safety issues were a main concern for the operation and regulation of these vehicles. It was decided that criteria needs to be developed for the vehicles including safety glass for windshields, seatbelts for each passenger, head and tail lights, horn, bicycle flag or reflective triangular rear signage. It was also noted that the driver of the vehicle must be a licensed driver and all other rules of the road followed.

City Attorney Graville will prepare a new ordinance for review at the next Public Health & Safety Committee meeting. Overall, several items need to be addressed: does the City of Chesterfield want golf carts or low speed vehicles on City streets; will subdivisions be able to opt in or will these vehicles be allowed on all subdivision streets; will the requirement of true safety glass be a requirement or just a type of plexiglass windshield.

There was no action taken regarding this issue at this meeting.

5. Security Glass at City Hall Front Desk

Chief Johnson reported that contractors have not been responsive to providing a quote for the purchase and installation of a safety glass barrier for front desk personnel at City Hall. Councilmember Hurt volunteered to contact a possible vendor. This item will be placed on the agenda for the next Public Health & Safety Committee Meeting.

6. Alternative Courts Update

Chairperson Wahl provided updates on the planning for the proposed Alternative Courts project that he received from Tim Engelmeyer:

- A. He has been reaching out to partners for resources including drug and alcohol counseling/treatment, counseling, probation services, drug testing facilities, defendant monitoring services, house arrest services, job placement services, community service monitoring.
- B. He has been working on the screening process for candidates and has identified five potential candidates for the first session of 2023.
- C. Forms and contracts are being drafted in accordance with the budget allowed by City Council.
- D. There will be a meeting on January 31st with City Administrator Geisel, Chief Johnson, Court Clerk Tonia Powell, and other City staff to go over funds/expenditures and also the tracking of participants success/failure.

Councilmember Hurt recommended that this program remains funding neutral if possible. Chief Johnson noted that other municipalities have expressed enthusiasm for the program.

7. Deer Sampling Survey

Chief Johnson provided the results of the 2023 Deer Sampling Survey completed earlier this month. He also noted that he has provided this report to Erin Shank of the Missouri Department of Conservation who is the State expert on deer population within the State. Chief Johnson has requested that Ms. Shank review the report and make recommendations to improve the City's culling procedures if needed. Chief Johnson will share her recommendations at the next meeting of the Public Health & Safety Committee.

8. St. Louis County Jail Inmate Fees

Chief Johnson informed the members of the Committee that St. Louis County has increased the daily fees it charges for the housing of municipal prisoners. Since 1989, St. Louis County has charged \$32.00 per day. They intended to raise the rate to \$120 per day. However, the St. Louis Area Police Chiefs Association intervened and requested a lower fee increase which resulted in St. Louis County lowering the proposed increase to \$50.00 per day. Chief Johnson asked for the members of the Committee to approve this amended fee and noted this would be the first increase in more than 33 years.

Councilmember Hurt motioned and Councilmember Monachella seconded to forward to full Council with a recommendation to authorize City Administrator Geisel to enter into the agreement for housing municipal prisoners at the new rate of \$50.00 per day. The motion carried 4-0. This item will be forwarded to City Council for their review.

9. There was no other business to discuss
10. There is no meeting scheduled at this time.
11. Having no further business, the meeting adjourned at 7:38 PM.

RESOLUTION # 483

A RESOLUTION AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A MODIFICATION TO THE CONTRACT WITH ST. LOUIS COUNTY FOR HOUSING OF MUNICIPAL INMATES

WHEREAS, the City of Chesterfield adopted Ordinance #2064 in February of 2004, which provides for St. Louis County Justice Services to house Chesterfield municipal prisoners when necessary, and

WHEREAS, St. Louis County has deliberated and determined it necessary to increase the fee associated with housing of municipal prisoners from \$32 per day to \$50 per day, and

WHEREAS, St. Louis County has not previously increased the fee to house municipal prisoners since adoption of Ordinance #2064 in 2004, and

WHEREAS, the Chesterfield Chief of Police has favorably recommended acceptance of the proposed increase to the Public Health and Safety Committee, and said Public Health and Safety Committee, after review and deliberations, has unanimously recommended approval of the increase, and

WHEREAS, St. Louis County Council has issued an order to amend the municipal contracts to increase the per diem rate for municipal inmates, and

WHEREAS, The City of Chesterfield has determined that it is in the best interests of the City, that it accept the proposed per diem increase for housing of municipal prisoners.

NOW THEREFORE BE IT RESOLVED BY THE CITY OF CHESTERFIELD AS FOLLOWS:

Section 1. The City of Chesterfield hereby authorizes the City Administrator to execute the amended agreement with St. Louis County, providing for housing of municipal inmates.

Passed and adopted this 21st day of February, 2023.

Presiding Officer

Mayor

Attest:

City Clerk

Sam Page
County Executive



Scott Anders
Director

December 21, 2022

Honorable Bob Nation, Mayor
And Members of the City Council
690 Chesterfield Pkwy W
Chesterfield, MO 63017

Honorable Nation:

The City of Chesterfield and St. Louis County are parties to an agreement for housing of municipal inmates at the St. Louis County Justice Center in Clayton ("Contract"). By Order dated November 15, 2022, the County Council approved an increase to the rate for such service. Consistent with the County Council's Order, the Contract will require amendment to increase the charge to \$50 per day. St. Louis County will prepare and send the necessary amendment.

No later than January 15, 2023, please provide the contact information (name and email address) of the individual authorized to sign the Contract amendment on behalf of your municipality. Please email the contact information to Andrea Peterson, Accounting Supervisor, 314-615-4783, APeterson@stlouiscountymo.gov. Upon receipt of the information, County will initiate the signature process through DocuSign. We will return a copy of the fully executed document to the municipality.

Please contact me if you have questions or require additional information.

Sincerely,

Scott Anders Director of Justice Services
Sanders@stlouiscountymo.gov
314-615-4763

O-2
11/15/2022

BEFORE THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI

In the Matter of Per Diem Rates)
for the Housing of Inmates at)
the Buzz Westfall Justice Center.)

O R D E R

Now on this 15th day of November, 2022, the County Council of St. Louis County, Missouri, does find as follows:

WHEREAS, the County Executive is authorized by Section 606.115 SLCRO 1974 as amended to enter into contracts with the City of St. Louis, any St. Louis County municipality, the United States or any agency thereof, the State of Missouri, or any Missouri county, for the housing of inmates at the St. Louis County Justice Center at rates which shall be approved by order of this Council;

NOW, THEREFORE,

UPON MOTION DULY MADE, SECONDED AND CARRIED, IT IS HEREBY ORDERED BY THE COUNTY COUNCIL OF ST. LOUIS COUNTY, MISSOURI:

SECTION 1. The per diem rate for St. Louis County municipality inmates housed for general detention at the St. Louis County Justice Center shall be \$50.00. All other fees and per diem rates pertaining to the housing of non-County inmates, including any rate for non-County inmates detained in the infirmary, shall remain unchanged.

RITA HEARD DAYS
CHAIR, COUNTY COUNCIL

ATTEST: DIANN L. VALENTI
ADMINISTRATIVE DIRECTOR

APPROVED AS TO LEGAL FORM:

BETH ORWICK
COUNTY COUNSELOR

BILL NO. 2238

ORDINANCE NO. 2064

**A BILL AUTHORIZING A CONTRACT WITH ST. LOUIS COUNTY
FOR HOUSING OF MUNICIPAL INMATES**

WHEREAS, the City of Chesterfield from time to time has the need to house municipal prisoners for extended periods; and

WHEREAS, it has been the policy of the City of Chesterfield to use the St. Louis County Justice Services as when necessary for housing municipal prisoners of the City of Chesterfield; and

WHEREAS, St. Louis County has recently enacted a new Ordinance calling for specific charges and related expenses for the housing of municipal prisoners; and

WHEREAS, the City determines that it is in the best interests of the City that it enter into a contract with St. Louis County for the housing of its municipal prisoners.

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The City of Chesterfield hereby authorizes the City Administrator to enter into a contract for the housing of municipal prisoners at the St. Louis County Justice Center in accordance with the contract for housing of municipal inmates, which is attached hereto and made a part hereof as if fully set forth herein.

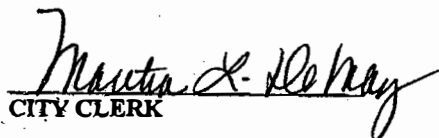
Section 2. The City Administrator shall be authorized to enter into extensions and modifications of this contract by resolution of the City Council at such time as may be necessary in the future.

Section 3. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this 18th day of February, 2004.


MAYOR

ATTEST:


CITY CLERK

CONTRACT FOR HOUSING OF MUNICIPAL INMATES

THIS CONTRACT, entered into this _____ day of _____, 2004, by and between St. Louis County, Missouri, 41 South Central, Clayton, Missouri 63105 ("County") and _____ ("Municipality").

WITNESS:

WHEREAS, construction of the St. Louis County Justice Center ("Justice Center") has provided County with sufficient detention capacity to house, in addition to those for whom St. Louis County may be responsible by law, up to fifty inmates ("non-County inmates"); and

WHEREAS, Municipality desires to have inmates housed at Justice Center on its behalf, and St. Louis County desires to accept such inmates; and

WHEREAS, this contract is authorized by County Ordinance No. 18,915 and Municipality Ordinance/Resolution No. _____;

NOW, THEREFORE, IT IS AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. PROCEDURE FOR ACCEPTANCE OF MUNICIPALITY INMATES

1.1 County shall accept and house at Justice Center those inmates detained under Municipality's authority who are:

(A) committed to County's custody by an order issued by Municipality's judge in substantially the same form as the document attached hereto as "Exhibit A"; or

(B) for whom an arrest warrant has been authorized, either in writing or by telephone; provided, however, that if the total number of non-County inmates exceeds fifty (50) and the Director of Justice Services determines that no additional space is available, then County may decline to accept inmates on behalf of Municipality.

1.2. Available bed space will be allocated among County municipalities on a first-come, first-served basis. Municipality shall contact the Municipal Court liaison at 615-5761 to verify arrival date and time for any inmates who are scheduled to turn themselves in without being accompanied by a Municipal police officer.

1.3. Municipality shall arrange for the inmate's transportation to the Justice Center. In the event the Municipality inmate is to present himself for detention without a law enforcement escort, Municipality shall arrange for the inmate to present himself at the Justice Center Bonding Window at one of the designated times approved by Justice Services; inmates who are to serve weekend commitments shall present themselves on Friday evenings and shall be released at the same hour of the day on the following Sunday. A Municipality inmate shall not be deemed to be in County's custody unless and until such time as:

- (A) The inmate is delivered by Municipality to the Justice Center Intake Service or presents himself at the Justice Center Bonding Window; and
- (B) A certified copy of the Municipality judge's order of commitment or a certified copy of the arrest warrant is delivered to County along with the inmate (a municipal summons or citation will not be sufficient); and
- (C) A completed Field Booking Form is delivered to County along with the inmate; and
- (D) The inmate either is found by a County-employed registered nurse not to require a medical "fit for confinement" determination OR presents a current medical "fit for confinement" determination from a local hospital.

1.4. If an inmate turns himself in and needs a fit for confinement per the medical staff, the inmate will be released and the Municipality will be notified. If an inmate is delivered by Municipality and is determined by medical staff to require a fit for confinement, the inmate will be seen by a doctor from the Department of Health if available; otherwise, it shall be the

responsibility and expense of Municipality to secure a fit for confinement from a local hospital prior to acceptance of the inmate for confinement. Questions concerning the need for a fit for confinement determination may be directed to County's Intake Facility nurse at 615-5703.

1.5. Municipality inmates shall be processed into the Justice Center in accordance with procedures established by County's Department of Justice Services, and shall be subject to the same rules and regulations as are County inmates. Sentenced Municipality inmates will be required to participate in all court-ordered programs and inmate work programs.

1.6 Sentenced municipal inmates may be housed at the Work Release Center, which is across the street from the main Justice Center building. These individuals would not be on the Work Release program, but they may be assigned to supervised work details outside of the confinement facility. Municipal inmates housed on a pre-trial basis will be housed at the Justice Center.

2. HEALTH CARE OF MUNICIPALITY INMATES

2.1. Basic and emergency health care will be provided to all Municipality inmates, at no cost to Municipality, in accordance with the County's Department of Justice Services Inmate Medical Fee Policy. Inmates may be charged co-payments for certain basic medical costs. Municipality shall be responsible for the cost of extraordinary medical costs, such as ambulance costs, non-routine medication costs, and transportation of inmates to clinic appointments (such as dialysis).

2.2. In the event County determines that infirmary care or hospitalization will be required for a Municipality inmate, all expenses incurred for the inmate's continued medical care shall become Municipality's responsibility; however, by signing this contract Municipality authorizes the release of Municipal inmates rather than becoming responsible for the cost of infirmary care or hospitalization; except, however, that if Municipality wishes for a particular inmate to be held

despite the need for infirmiry or hospital care, Municipality shall so indicate in writing on the warrant at the time of booking.. If an inmate is released under this provision, Municipality will be notified and the inmate shall be instructed to contact Municipality as to the next court appearance, if any. If an inmate cannot be released immediately from the infirmiry due to the inmate's mental condition, the Municipality will incur the costs of the infirmiry until the inmate can be released.

2.3. Notwithstanding the provisions of Paragraph 2.2., acceptance and housing of Municipality inmates who require infirmiry or other extraordinary medical care shall be at County's sole discretion. Bed space in the Justice Center infirmiry will be made available to non-County inmates separate from the minimum number of beds referenced in Paragraph 1.1.

3. COST OF DETENTION

3.1. Municipality shall reimburse County Thirty Dollars (\$30.00) per each twenty-four hour period, or portion thereof, in which an inmate is in the custody of the Department of Justice Services.

3.2. If Municipality desires to house at Justice Center an inmate determined by County to required infirmiry care, Municipality shall pay Three Hundred Dollars (\$300.00) per day rather than the Thirty Dollar (\$30.00) amount set forth in Paragraph 3.1. Payment of this per diem charge shall not relieve Municipality from responsibility for additional extraordinary medical costs incurred on the inmate's behalf but shall only constitute payment for infirmiry and non-medical care and housing.

4. RELEASE OF INMATES

4.1. County shall discharge a Municipality inmate from confinement at the Justice Center as follows:

(A) Upon personal or facsimile delivery to the bonding clerk of an order from

Municipality's judge directing the inmate's release, which order shall be confirmed by telephone call to Municipality at _____; or

(B) Upon personal or facsimile delivery to the bonding clerk of a copy of the inmate's bond, which shall be confirmed by telephone call to Municipality at _____; or

(C) Upon personal delivery to the bonding clerk of a request for release by a Municipality law enforcement officer, which request shall be in substantially the same form as the form attached hereto as "Exhibit B" and shall follow a minimum two-hour notice to the Municipal Court liaison at 615-5761; or

(D) Upon expiration of sentence or payment of outstanding bonds and/or fines. All bonds and fines will be processed at the individual municipality. Once the bond or fine has been processed, the municipality should then contact the Bonding Clerks by sending a teletype authorizing the release of the inmate.

4.2. If a felony warrant is issued on an inmate being housed on a municipal warrant/commitment, the felony warrant will then take precedence, and the municipality will no longer be able to transport the inmate to municipal court. The Justice Services billing clerk will then advise the municipality that it will no longer be charged the \$30 per diem rate. The clerk will further advise the municipality to withdraw its warrant and to reissue an additional warrant. A municipal hold will, therefore, be in effect and the municipal warrant will be activated upon the disposition of the felony case. At that point, the \$30 per diem rate will again be in effect.

5. NOTICE TO PARTIES

5.1 Questions which arise concerning the contract or procedures to be followed may be addressed informally by calling County's Municipal Court liaison at 615-5761.

5.2. When notice is required from one party to another, notice shall be deemed adequate if made in writing and mailed or faxed as follows:

To County:

Asst. Director of Justice Services
St. Louis County Justice Center
100 South Central
Clayton, MO 63105
Fax: (314) 615-4329

To Municipality:

Fax: _____

6. TERMINATION OF CONTRACT

6.1 Either party may terminate this contract upon thirty days written notice to the other party.

WHEREFORE, the parties have executed this Contract in duplicate the day and year first above-written.

Attest:

Maucha L. DeMay

MUNICIPALITY

By Michael Starnes

COUNTY

Attest:

Administrative Director

By _____
County Executive

Approved:

Director of Justice Services

Approved:

Accounting Officer

Approved as to legal form:

County Counselor

(Municipality)
vs. _____
(Defendant)

No. _____

SENTENCE--JUDGMENT--COMMITMENT

Defendant appears in person and by attorney _____

Municipality appears by attorney _____

Defendant having on _____ () been found guilty of
the offense(s) of _____, committed
on _____, in violation of _____

NOW, THEREFORE,

- () Defendant is sentenced to pay a fine of \$ _____
- () Defendant is sentenced to serve a term of imprisonment of _____
in the custody of the St. Louis County Department of Justice Services.
- () Imposition / Execution of fine / jail sentence is suspended, and Defendant is placed on
probation for _____ with special conditions per the attached.
- () Defendant is ordered to pay court costs as a condition of probation and is granted until
_____ to pay said costs.

Date: _____

Prosecuting Attorney

(Defendant)

(Attorney for Defendant)

SO ORDERED: _____
(Judge)

RELEASE OF INMATE FOR COURT

The undersigned, a law enforcement officer for _____,
Missouri ("Municipality"), requests that Municipality inmate _____
be released from the St. Louis County Justice Center for transportation to Municipality court. The
undersigned acknowledges on behalf of Municipality that said inmate is being released from
custody of the St. Louis County Department of Justice Services and that if the inmate is sentenced
to additional time, re-booking will be required.

EXHIBIT B

REPORT FROM THE CITY ADMINISTRATOR & OTHER ITEMS REQUIRING ACTION BY CITY COUNCIL

Liquor License Request – Sauce on The Side (1637 Clarkson Rd) – has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday Sales. The request has been reviewed by both the Public Safety and Planning departments who indicate that the petitioner meets all requirements.

Bid Recommendation – Accessible Ramp Improvement Project –

I join with the recommendation of Director of Public Works\City Engineer, Jim Eckrich, to accept the low bid as submitted by Spencer Contracting, and to authorize the City Administrator to enter into an Agreement with Spencer Contracting in the amount of \$55,534. Of this total cost, \$41,900 will be reimbursed to the City from St. Louis County via the annual CDBG Program. The low bid slightly exceeds the \$55,000 budgeted for this project in 120-079-5497. This minor over-run will be offset by other under-runs throughout the year, therefore no budget amendment is required. **(Roll Call Vote) Department of Public Works recommends approval.**

Bid Recommendation – Purchase of Two Overhead Doors at Public Works Facility –

I join with the recommendation of Director of Public Works\City Engineer, Jim Eckrich, to accept the low bid as submitted by Zumwalt Corporation and to authorize the City Administrator to approve a Purchase Order to Zumwalt Corporation in an amount not to exceed \$28,680 for the replacement of two overhead doors at the Public Works Facility. As you are aware, we have been systematically replacing the overhead doors at the Public Works Facility due to corrosion, operational, and safety concerns. The 2023 Budget includes \$32,000 in Account 120-079-5470 for this purchase. **(Roll Call Vote) Department of Public Works recommends approval.**

Bid Recommendation - 2023 Sidewalk Leveling Project –

I join with the recommendation of Director of Public Works\City Engineer, Jim Eckrich, to approve the bid for sidewalk leveling by Lift Rite using a mudjacking process and to concurrently contract with Precision Concrete, who was the actual low bidder, to level sidewalks using a grinding\sawing process on a limited basis.

1. Recommendation to accept the bid as submitted by Lift Rite Incorporated, and to authorize the City Administrator to enter into an Agreement with Lift Rite Incorporated in an amount not to exceed \$100,000 to perform sidewalk leveling through a mud-jacking process. The 2023 Budget includes \$555,000 for sidewalk repairs within Account 120-079-5497.
2. Recommendation to address deficient sidewalk slabs via a saw-cutting method, and to authorize the City Administrator to enter into an Agreement with Precision Concrete Incorporated in an amount not to exceed \$30,000. In order to construct this project, Staff recommends utilizing existing funds budgeted in Account 120-079-5251. **(Roll Call Vote) Department of Public Works recommends approval.**



MEMORANDUM

DATE: February 8, 2022

TO: Mike Geisel
City Administrator

FROM: Denise Pozniak, Business Assistance Coordinator

SUBJECT: LIQUOR LICENSE REQUEST – SAUCE ON THE SIDE

SAUCE ON THE SIDE, 1637 CLARKSON RD ... has requested a new liquor license for retail sale of all kinds of intoxicating liquor by the drink, to be consumed on premise, and Sunday sales.

Mr. Ryan Mangialardo is the new managing officer.

This application was reviewed and approved by both the Police Department and the Department of Planning.

With City Council approval at the Tuesday, 21, 2023 city council meeting, I will immediately issue this license.



Memorandum

Department of Public Works



TO: Michael O. Geisel, P.E.
City Administrator

FROM: James A. Eckrich, P.E. *JAE*
Public Works Dir. / City Engineer

DATE: February 8, 2023

RE: Accessible Sidewalk Ramp Improvement Project

On February 7, 2023 the Department of Public Works publicly opened bids for the Accessible Sidewalk Ramp Improvement Project. Four bids were received, as detailed in the attached memorandum from Project Manager Matt Dooley. As you can see, the lowest bid was submitted by Spencer Contracting at a base bid cost of \$55,534. Spencer has performed this type of work for the City of Chesterfield in the past and is positively recommended by City Staff.

The City's annual sidewalk ramp improvement projects are funded through the Community Development Block Grant (CDBG) program administered by St. Louis County. In late 2022 the City of Chesterfield became eligible for \$41,900 in CDBG funding. While there are a number of ways a city can use CDBG funds, City Council has previously determined that ADA compliant sidewalk ramps are the most appropriate, as they not only benefit many residents, but allow the City of Chesterfield to work toward compliance with the Americans with Disabilities Act as detailed in our ADA Transition Plan.

I recommend acceptance of the low bid, as submitted by Spencer Contracting, in the amount of \$55,534. This will allow construction of the Base Bid, which includes the construction of ten ADA compliant ramps. As detailed above, \$41,900 of this cost will be reimbursed to the City of Chesterfield through the CDBG Program, **resulting in a net expenditure of no more than \$13,634.** Please note that this is considered a 2022 project because that is when the funding was approved by St. Louis County. However, construction will occur in 2023.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation it should authorize the City

Administrator to enter into an Agreement with Spencer Contracting in an amount not to exceed \$55,534. As detailed on the previous page, \$41,900 of this total cost will be reimbursed to the City from St. Louis County via the CDBG Program. This very slightly exceeds the \$55,000 budgeted for this project in Account 120-079-5497. That minor over-run will be offset by other under-runs throughout the year, therefore no budget amendment is required.

Should you have any questions, or require additional information, please let me know.


Concurrence:



Jeanette Kelly, Finance Director

MEMORANDUM



DATE: February 7, 2023
TO: James Eckrich, Public Works Director
FROM: Matt Dooley, Project Manager 
SUBJECT: 2022 Accessible Ramp Improvements (2022-PW-02)

As you are aware, each year the City of Chesterfield is eligible for Community Development Block Grant funding through St. Louis County. While there are a number of eligible uses for CDBG funds, the City of Chesterfield has elected to utilize these funds to reconstruct sidewalk ramps to meet the standards defined within the Americans with Disabilities Act (ADA). This year the City has allocated \$55,000 to fund this project, with St. Louis County reimbursing the City approximately \$41,900 once funding becomes available.

City Staff typically defines a scope of work based upon the number of ramps we believe can be constructed based upon the amount of funding we believe will be available. This is referred to as the Base Bid. Should additional funding become available, we also create "Alternates" which allow us to increase the scope of the project if the bids received are favorable. In this case the Base Bid and all alternates are located within the Riverbend Estates Addition subdivision.

On February 7, 2023, the City of Chesterfield publicly opened bids for the above-described CDBG sidewalk ramp project. A summary of those bids is as follows:

Contractor	Base Bid	Alt#1	Alt#2	Total Bid
Spencer Contracting	\$ 55,534.00	\$ 7,196.00	\$ 7,732.00	\$ 70,462.00
Lamke Trenching & Excavating	\$ 58,849.00	\$ 11,359.00	\$ 12,615.00	\$ 82,823.00
E. Meier Contracting	\$ 60,118.00	\$ 13,868.05	\$ 14,162.45	\$ 88,148.50
Raineri Construction	\$ 61,228.00	\$ 11,650.00	\$ 11,798.00	\$ 84,676.00

Based upon the bids received, the City of Chesterfield can construct the Base Bid, at an estimated cost of \$ 55,534.00. The low bidder for this scope, Spencer Contracting, has successfully performed work for the City in the past. **Accordingly, I recommend acceptance of the low total bid of \$55,534.00 submitted by Spencer Contracting.**

Should you require additional information, please advise.

cc: 2022-PW-02 File



BID TABULATION
2022 ACCESSIBLE RAMP IMPROVEMENTS
2022-PW-02
February 7, 2023

ITEM #	DESCRIPTION	UNITS	QTY	ENGINEER'S ESTIMATE		SPENCER CONTRACTING		LAMKE TRENCHING & EXCAVATING		E. MEIER CONTRACTING		RAINERI CONSTRUCTION	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1	Remove Sidewalk	Sq. Ft.	2270	\$7.00	\$15,890.00	\$7.00	\$15,890.00	\$8.00	\$18,160.00	\$2.35	\$5,334.50	\$6.00	\$13,620.00
2	Replace / Install 4" Sidewalk	Sq. Ft.	1852	\$16.00	\$29,632.00	\$14.00	\$25,928.00	\$18.50	\$34,262.00	\$23.00	\$42,596.00	\$19.00	\$35,188.00
3	Remove and Replace P.C.C. Pavement	Sq. Yd.	20	\$185.00	\$3,700.00	\$350.00	\$7,000.00	\$175.00	\$3,500.00	\$365.00	\$7,300.00	\$275.00	\$5,500.00
4	Saw Cutting	Lin. Ft.	142	\$7.00	\$994.00	\$6.00	\$852.00	\$6.00	\$852.00	\$6.25	\$887.50	\$10.00	\$1,420.00
5	Siltation Control	Lump Sum	1	\$1,000.00	\$1,000.00	\$1.00	\$1.00	\$575.00	\$575.00	\$1,000.00	\$1,000.00	\$500.00	\$500.00
6	Traffic Control	Lump Sum	1	\$3,000.00	\$3,000.00	\$5,863.00	\$5,863.00	\$1,500.00	\$1,500.00	\$3,000.00	\$3,000.00	\$5,000.00	\$5,000.00
	TOTAL BASE BID				\$54,216.00		\$55,534.00		\$58,849.00		\$60,118.00		\$61,228.00
	ALTERNATE #1				\$11,633.00		\$7,196.00		\$11,359.00		\$13,868.05		\$11,650.00
	ALTERNATE #2				\$12,398.00		\$7,732.00		\$12,615.00		\$14,162.45		\$11,798.00

EXHIBIT A**BID FORM**

BID TIME: 10:00 a.m.

BID DATE: Tuesday, February 7, 2023

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 0 through 0, for the

2022 Accessible Ramp Improvements
2022-PW-02

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of sidewalk removal and replacement, pavement replacement, seeding, property restoration and other incidental work..

The Contract contains a binding arbitration provision which may be enforced by the parties.

Bid submitted by:

Company Name: Spencer Contracting Company

Address: 3073 Arnold Tenbrook Rd

City, State Arnold, MO 63010

Phone number: (314)843-5166 Fax: (314)843-6106

E-mail address: tony@spencercontracting.com

Type of Firm: Sole Partnership Partnership
Corporation Other

Officer Anthony Spencer

Title President

Signature 

Date 02/07/2023

**CITY OF CHESTERFIELD
ITEMIZED BID
2022 ACCESSIBLE RAMP IMPROVEMENTS
2022-PW-02**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
BASE BID					
1	Remove Sidewalk	Sq. Ft.	2,270	<u>7.-</u>	<u>15,890.-</u>
2	Replace / Install 4" Sidewalk	Sq. Ft.	1,852	<u>14.-</u>	<u>25,928.-</u>
3	Remove and Replace P.C.C. Pavement	Sq. Yd.	20	<u>350.-</u>	<u>7,000.-</u>
4	Saw Cutting	Lin. Ft.	142	<u>6.-</u>	<u>852.-</u>
5	Siltation Control	Lump Sum	1	<u>1.-</u>	<u>1.-</u>
6	Traffic Control	Lump Sum	1	<u>5,863.-</u>	<u>5,863.-</u>
TOTAL BASE BID					<u><u>55,534.-</u></u>

Memorandum

Department of Public Works



TO: Michael O. Geisel, P.E.
City Administrator

FROM: James A. Eckrich, P.E. *JAE*
Public Works Dir. / City Engineer

DATE: February 7, 2023

RE: Purchase of Two Overhead Doors at Public Works Facility

As you know, the 2023 Budget includes \$32,000 in Account 120-079-5470 for the replacement of two overhead doors at the Public Works Facility. As described during the budgetary process, these door replacements are part of a multi-year plan to replace all eleven of the doors at the Public Works Facility. To date six of the eleven doors have been replaced – two each in 2020, 2021, and 2022. The two doors scheduled for replacement this year are door number four and door number six in the garage area. These two doors are 27 years old and experience frequent operational problems associated with the tracks and the doors themselves.

The Public Works Department has solicited bids from four contractors for the scheduled replacement of two overhead doors at the Public Works Facility. The bids received were as follows:

Zumwalt Corporation	\$28,680
Overhead Door of St. Louis	\$35,717
Gordian	\$45,414
St. Louis Automatic Door	NO BID

After reviewing the bids I concur with the Building Maintenance Supervisor and recommend that the City issue a Purchase Order to the low bidder Zumwalt Corporation in an amount not to exceed \$28,680.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to approve a Purchase Order to Zumwalt Corporation in an amount not to exceed \$28,680.

Concurrence:

J. Kelly

Jeannette Kelly, Director of Finance

TELEPHONE QUOTATION

Department Public Works Item PWF Door Replacement

Description of item (s): Remove and install (2 ea.) 14'x14' insulated rolling steel door, gray in color. Polyurethane injected galvanized slats with full weather stripping. Include 1/2 HP motor operator. Safety shall be constant pressure to close and/or as safety device.

Vendor	Company Representative	Date Delivery Promised	Unit Price	Terms	Total Price
1. Overhead Door of St. Louis	Cody Waller	4-6 weeks		NET 30	\$35,717.00
2. St. Louis Automatic Door	Stephen Derkos				NO BID
3. Zumwalt Corp.	Tim Keith	4-6 weeks		NET 30	\$28,680.00
4. Gordian/Sourcewell	Bob Berger	4-6 weeks		NET 30	\$45,414.13

Recommended vendor: Zumwalt Corp.

Reason: Lowest price X Best Terms/Delivery Quality Other

If less than three bids are obtained, check one of the following reasons:

Emergency Purchase Proprietary Item Sole Source
 State Purchase Contract Matches Existing Equipment Other

Signature of person taking quotes  Date 2/7/2023

SPEC

CORNELL

Innovative door solutions.™

CRESTWOOD INDUSTRIAL PARK
MOUNTAINTOP, PA 18707
PHONE (800) 233-8366
WWW.CORNELLIRON.COM

DATE: 1/18/2023
PROJECT: CITY OF CHESTERFIELD
LOCATION: ,
DEALER*: ZUMWALT CORPORATION PHONE: 314-772-6500
ADDRESS: 1617 Lafayette Ave
St Louis, MO 63104
ATTN: Tim Keith CORNELL#: E1770318
Submittal

LEED® RECYCLED CONTENT INFO FOR JOB:

3098.0 Lbs. - Total Weight of All Units
1128.0 Lbs., 36.4% - Post Consumer Content
518.0 Lbs., 16.7% - Post Industrial Content
1646.0 Lbs., 53.1% - Total Recycled Content

* "Dealer" refers to any purchaser, customer, or reseller of CornellCookson products, and not necessarily an authorized CornellCookson dealer.

CORNELL

Innovative door solutions.™

LEED® RECYCLED CONTENT DETAIL

ITEM	TOTAL WEIGHT	POST CONSUMER	%	POST INDUSTRIAL	%	TOTAL RECYCLED	%
1	3098 lbs	1128 lbs	36.4%	518 lbs	16.7%	1646 lbs	53.1%

MOTOR SPECIFICATIONS:

1/2 HP motor to include a TENV motor, reversing magnetic controller in NEMA 1 enclosure, planetary gearbox for drive reduction, electric brake and an auxiliary chain operator. Includes UL listed thermal overload protection, rotary limit switches, safety edge circuit and transformer with 24 volt control secondary, and delay on reverse. Pre-wired to a terminal block using color coding of the wires to facilitate troubleshooting.

CURRENT CHARACTERISTICS:

120 V 1 PH 60 HZ 4.5 FLA

Electrical current **must** be verified in writing before job is released for manufacture; current verified and found correct. Operator bracket bracing required, unless operator is well mounted. Signed:

ELECTRICAL EQUIPMENT LIST:

1 - Three button push button station 'OPEN-CLOSE-STOP' in NEMA 1 enclosure, surface mounted.

BOTTOM BAR LOCKING:

None

QUANTITY & MARK:

(2) 001

MATERIAL & FINISH:

Front slat - Galvanized steel with GalvaNex™ coating system. Finish color: Gray

Back slat - Galvanized steel with GalvaNex™ coating system. Finish color: Gray

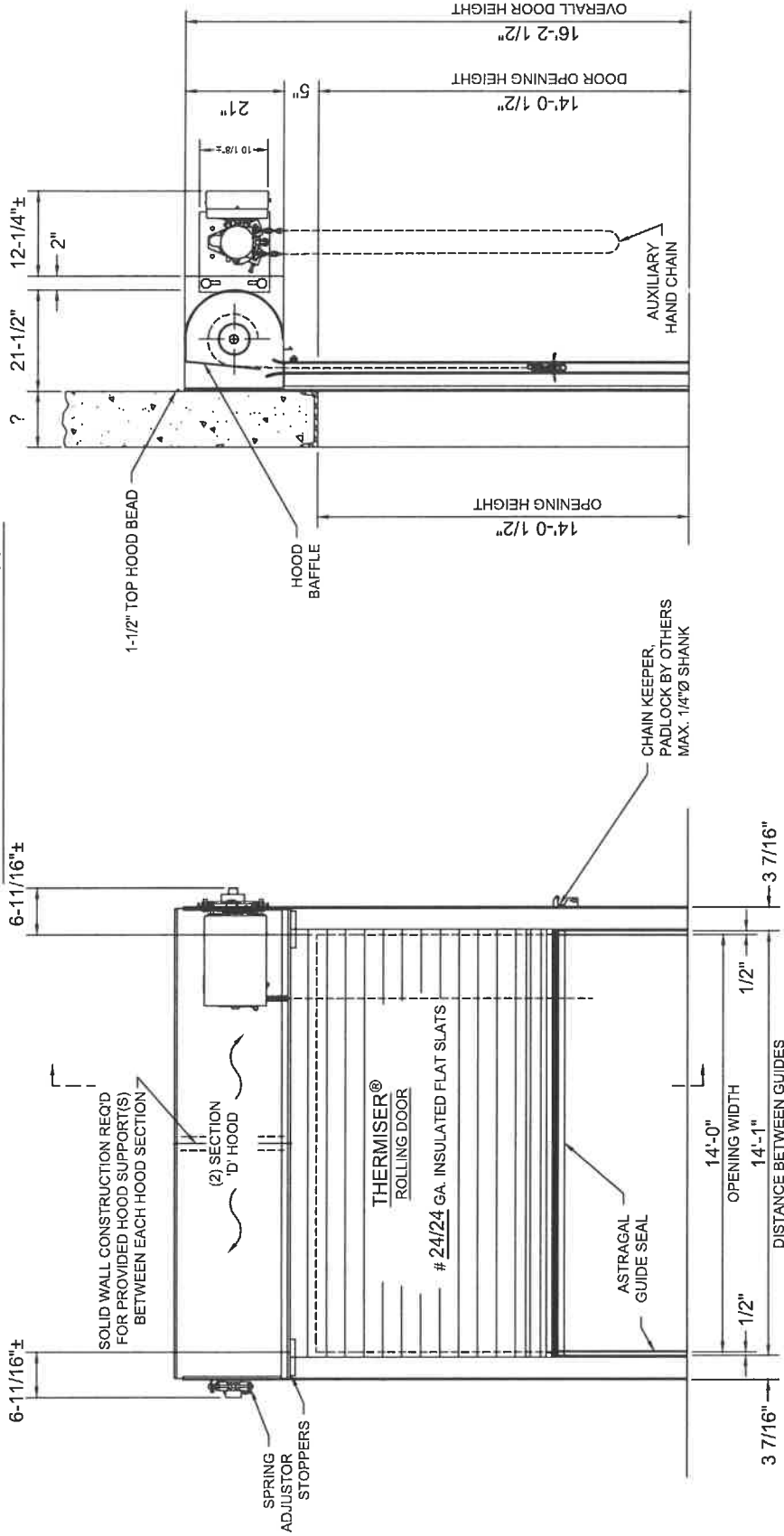
Bottom Bar - Extruded aluminum, mill finish

Guides - Structural steel, Gray polyester powder coating

Hood - Galvanized steel with GalvaNex™ coating system, Finish color: Gray

Plain Steel - Powder coated gray

"SUPPORT TO RUN TO TOP OF COIL"



12-15-2022 PRODUCT CODE: MFW 6F 44GP

ELEVATION (COIL SIDE) AND SECTION VIEW
See drawing # E 01770318 001 B for guide detail.

MODEL #: ESD20 JOB #: E 01770318 001 A

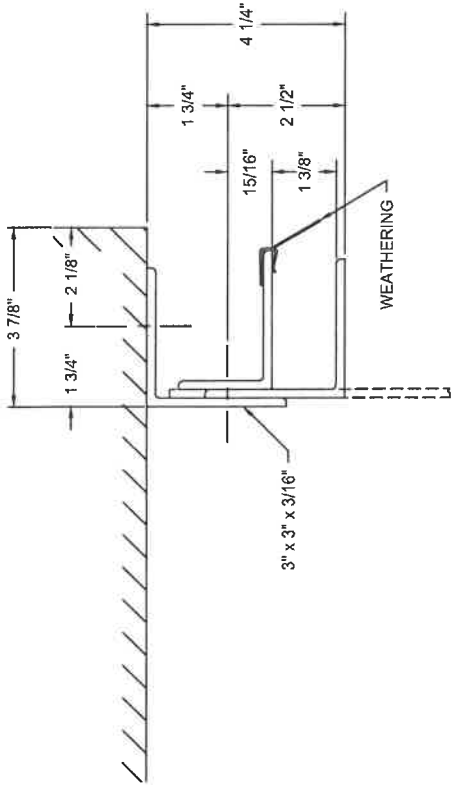
DEALER: ZUMWALT CORPORATION
CONTRACTOR:
ARCHITECT:

MGH MOTOR OPERATED ROLLING DOOR
JOB: CITY OF CHESTERFIELD

CORNELL
innovative door solutions.
Dealer refers to any purchaser, customer, or reseller of CornellCookson products, and not necessarily an authorized CornellCookson dealer.

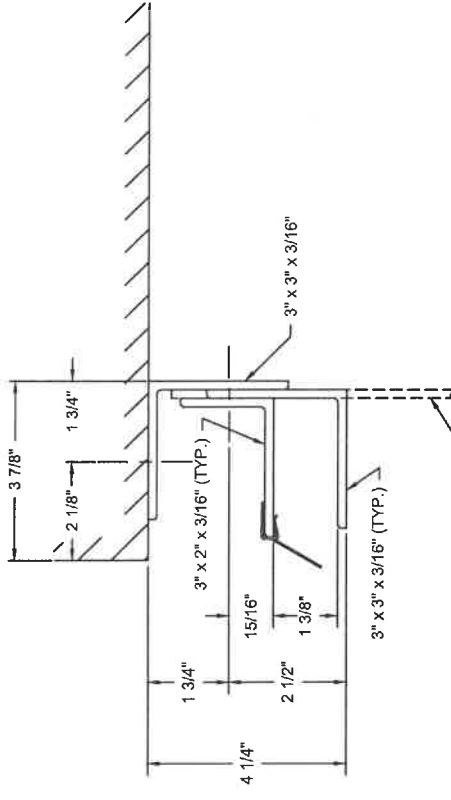
ORIGINAL DRAWING	01/18/23	B631
REVISION	DATE	BY

NOTE: Wall construction detail shown is for illustrative purposes only, does not imply compliance with building requirements, and must meet architectural specifications to properly support product. Products designed with wind load requirements must be properly fastened to structural members as specified in order to avoid catastrophic failure. Wall construction and closure installation shall be in accordance with the local authority having jurisdiction requirements.



GA0415 - 4 1/4"

- WALL FASTENERS:**
 AT 36" ON CENTER
 - 1/4" FILLET WELD ENTIRE PERIMETER OF WALL FASTENER SLOT
 - HARDENED FLAT WASHERS
- ASSEMBLY FASTENERS:**
 AT 36" ON CENTER
 - Ø3/8-16 x 1 1/2" HEX HEAD CAP SCREW, GR. 5
 - HEX HEAD NUT, GR. 5
 - HARDENED FLAT WASHERS

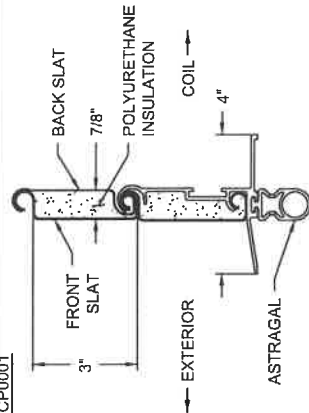


GA0415 - 4 1/4"
 3/16" STEEL BRACKET PLATE ABOVE

- WALL FASTENERS:**
 AT 36" ON CENTER
 - 1/4" FILLET WELD ENTIRE PERIMETER OF WALL FASTENER SLOT
- ASSEMBLY FASTENERS:**
 AT 36" ON CENTER
 - Ø3/8-16 x 1 1/2" HEX HEAD CAP SCREW, GR. 5
 - HEX HEAD NUT, GR. 5
 - HARDENED FLAT WASHERS

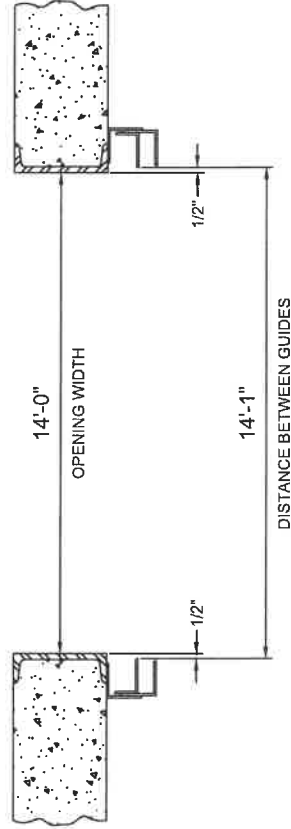
BOTTOM BAR / SLAT DETAIL

CP0001



MK: 001

PLAN OF OPENING



INSTALLERS NOTE:

MAINTAINING FACTORY SET GUIDE GAPS IS CRITICAL TO THE PROPER OPERATION OF THE DOOR AND ITS ABILITY TO WITHSTAND THE DESIGNED WINDLOAD!

ENDLOCK DETAIL

CP1443 MOLDED NYLON ENDLOCK ON ALTERNATING SLATS WITH 2 x 1/4" RIVETS



CP1443

05-25-2022	PRODUCT CODE:	E01770318 001 B	
TD7_425	MF06F 44GP	MODEL #:	ESD20
		JOB #:	E 01770318 001 B
		DEALER:	ZUMWALT CORPORATION
		CONTRACTOR:	
		ARCHITECT:	
		INSULATED SERVICE DOOR GUIDE ASSEMBLY, 4-1/4" PACKOFF	
		JOB: CITY OF CHESTERFIELD	
		CORNELL innovative door solutions.	
		* "Dealer" refers to any purchaser, customer, or reseller of Cornell/Cookson products, and not necessarily an authorized Cornell/Cookson dealer.	
		01/18/23	B63-1
#	REVISION	DATE	BY



Zumwalt Corp

1617 Lafayette Ave. · St. Louis, Missouri 63104
 314-772-6500 · Fax: 314-772-6596
 www.zumwaltcorporation.com



CONTRACT

Date: 01/18/23

QUOTE#: 00100084357

SOLD TO	CITY OF CHESTERFIELD	ATTN: BARRY JOHNSON	JOB	DOORS #6+8
	690 CHESTERFIELD PARKWAY WEST			165 PUBLIC WORKS DR.
	CHESTERFIELD MO 63017			CHESTERFIELD MO 63005
	PHONE (314) 680-9808	FAX		

QTY	STYLE	SIZE				THICK-NESS	DOOR CONSTRUCTION					TYPE OF GLASS TO BE USED	MOUNTING ON VERTICAL TRACKS			IF SUFFICIENT MARK "OK"		DOOR MODEL	OPEN NO	
		WIDTH		HEIGHT			SECS	PANELS	OPEN FOR GLASS				BRKT	REG ANGLE	REV ANGLE	HEAD ROOM	SIDE ROOM			
		FT	IN	FT	IN				TOP	INTER	BOTT						LH			RH

REMOVE AND HAUL AWAY THE OLD DOORS
 FURNISH AND INSTALL:
 (2) MFW 14'0"X14'0-1/2" INSULATED ROLLING DOORS, GRAY COLOR.
 MGH MOTOR OPERATORS, 120 VOLT, CONSTANT PRESSURE TO CLOSE.
 FULLY WEATHER-STRIPPED INCLUDING GUIDE WEATHER-STRIPPING AND HOOD BAFFLES.
 RECONNECT THE ELECTRIC WIRES.

FOR THE SUM OF: \$28,680.00

OUR STANDARD INSURANCE APPLIES. SAFETY CLASSES, SPECIAL CLOTHING, ANY SPECIAL BILLING CHARGED EXTRA. DRUG TESTING BY ST. LOUIS CONSTRUCTION INDUSTRY SUBSTANCE ABUSE CONSORTIUM ONLY, INCLUDED. ERECTION ON FINISHED FLOOR ONLY INCLUDED. NO PERFORMANCE OR PAYMENT BOND IS INCLUDED IN THIS PROPOSAL. NO SEISMIC CRITERIA INCLUDED. NO ACCESS PANELS OR EQUIPMENT PROVIDED OTHER THAN LISTED ABOVE. REGARDING MATERIAL PRICE FLUCTUATIONS, REFERENCE AGC DOCUMENT NO. 200.1 AMENDMENT 1. THIS DOCUMENT SUPERSEDES ANY CONTENTS IN THIS CONTRACT RELATING TO MATERIAL PRICE VOLATILITY. WE EXCLUDE LIQUIDATED DAMAGES, FINES, AND BACK CHARGES. NO LIQUIDATED DAMAGES WILL BE ACCEPTED DUE TO MATERIAL SHORTAGES. PRICING CONTAINED IN THIS QUOTE IS VALID THIS DAY ONLY. MATERIAL ESCALATION MAY APPLY.

THERE IS A GLOBAL SHORTAGE OF GARAGE DOOR MATERIALS THAT WILL IMPACT YOUR DELIVERY. WE CAN NOT FORECAST DELIVERY OF MATERIAL AT THIS TIME.

TO BE INSTALLED	Yes	<input checked="" type="checkbox"/>	PRIME PAINTING	Yes	<input checked="" type="checkbox"/>	GLASS	Yes	<input type="checkbox"/>	GLAZING	Yes	<input type="checkbox"/>	WOOD JAMBS	Yes	<input type="checkbox"/>
	No	<input type="checkbox"/>		No	<input type="checkbox"/>		No	<input checked="" type="checkbox"/>		No	<input checked="" type="checkbox"/>		No	<input checked="" type="checkbox"/>
OPENING PREPARED BY US	Yes	<input type="checkbox"/>	OPENING PREPARED BY OTHERS INCLUDING ALL STEEL PLATES OR BUCKS	Yes	<input type="checkbox"/>	MASONRY WOOD JAMBS	MASONRY No WOOD JAMBS		STEEL JAMBS	MASONRY				
	No	<input checked="" type="checkbox"/>		No	<input checked="" type="checkbox"/>		MASONRY No WOOD JAMBS			STEEL JAMBS		MASONRY		

OPENINGS PREPARED TO OUR REQUIREMENTS; DESIGN BY OTHERS. The following is part of this contract unless otherwise specified above: Electrical wiring or electrical work of any kind is not included; hauling of debris and clean up of any type is not included; no charge-backs allowed without written authorization of the undersigned. Insurance coverage furnished at our standard limits unless otherwise specified. Installation is not guaranteed unless door is erected on finished floor, pit openings must be set to constitute a finished floor. NO LABORERS TO UNLOAD, NO PERMITS, NO SPECIAL DRUG TESTING OTHER THAN AGC, SPECIAL CLOTHING NOT INCLUDED. NO BONDS INCLUDED. NO CONTINGENT PAYMENTS. NO SEISMIC ENGINEERING INCLUDED.

The fabrication and installation of the above shall be contingent upon fires, strikes, accidents or other causes beyond our control. This contract, when Accepted, is not subject to cancellation except with our consent and on terms that will indemnify us against all loss. The Zumwalt Corporation does not recognize any understandings or agreements other than those specified in this contract. All purchase orders based on this proposal subject to all terms of this offer even if excluded in or in conflict. Complete plans and specs furnished - no charge.

The prices in this contract are guaranteed for 10 days only. Terms: Net Cash, Interest charged on past due accounts at rate of 5% per month. Time is not of the essence in this contract. The terms and conditions printed on the back hereof are expressly made a part of this contract. DELAY OF PAYMENTS BEYOND 30 DAYS voids ANY WARRANTIES. FIRE DOORS TEST DROPPED WHEN INSTALLED ONLY. THERE WILL BE A CHARGE FOR A SUBSEQUENT TEST DROP.

Accepted by: _____

By: 

Date: _____

Accepted by Company: **TIM KEITH**

The Genuine. The Original.



Overhead Door Company of St. Louis
A DHSPACE Company

General Office and Showroom
12046 Lackland Rd. • P.O. Box 46810
Maryland Heights, MO 63146
P 314-781-5200 • F 314-781-0938
OverheadDoorStLouis.com

PROPOSAL

Overhead Doors • High Speed Doors • Dock Equipment • Gate and Operator Systems

PHONE:	PROJECT: Replace 2 Rolling Steel Doors
<i>Customer: City of Chesterfield</i> <i>Address: 690 Chesterfield Pkwy W</i> <i>Address 2:</i> <i>City: Chesterfield State: MO Zip: 63017</i>	<i>Name: Public Works Facility</i> <i>Address: 165 Public Works Dr</i> <i>Address 2:</i> <i>City: Chesterfield State: MO Zip: 63005</i>

Proposal #:				
Submitted By:	Cody Waller	Commercial Account Salesman	314-220-5963	Cody.Waller@dhpace.com
Submitted To:	Barry Johnson	Proposal Date:	2/3/2023	Net Price

FURNISH & INSTALL:

We will remove and haul away (2) rolling steel doors and openers.

We will install (2) new rolling steel doors and openers. 14' x 14'

TWO: Cookson Brand Model ESD20/MFW6F44GP

MOTOR, FACE OF WALL, INTERIOR COIL WEATHERED THERMISER, 6F INSULATED SLAT, 6F SLAT 24/24 GAUGE, GALVANIZED STEEL, GRAY GALVANIZED STEEL, Model ESD20.

BRACKETS: HOT DIP GALVANIZED BRACKETS. POWDER COATING IS NOT AVAILABLE. MINIMUM 1/4" THICK.

CORNELL MOTORS: MGH 5011 E Logic 1/2 HP 120/1 60 Aux Chain & 3 BUT. STA. SURF MT. NEMA 1.

ENDLOCK/WINDLOCK WINDLOAD/SEISMIC CALCS: 20 PSF Wind Load, No Impact, Approval #:

GUIDES: GUIDES: HOT DIPPED GALVANIZED.

\$35,717.00

“Costs are currently rising at sudden and unpredictable rates. This proposal is based on current pricing from Sellers suppliers and includes all price increases and surcharges levied by those suppliers and known by Seller as of the date of this proposal. Seller reserves the right to require an approved change order before the order can be released into production to compensate for any supplier price increases or surcharges announced after the date of this Proposal and prior to the release of materials for fabrication. Seller will provide written documentation of the Supplier increase notice upon request. All Buyer Contracts shall include a provision to this affect.”



Work Order Signature Document

EZIQC Contract No.: MO-R5-GC03-051222-JNC

Work Order Number:	113633.00	Work Order Date:	02/06/2023
Work Order Title:	City of Chesterfield Replace Overhead Doors 2023		
Owner Name:	City of Chesterfield	Contractor Name:	JE Novack Construction
Contact:	Barry Johnson	Contact:	Bob Berger
Phone:	636-537-4780	Phone:	314-567-6100

Work to be Performed

Work to be performed as per the Final Detailed Scope of Work Attached and as per the terms and conditions of EZIQC Contract No MO-R5-GC03-051222-JNC.

Brief Work Order Description:

Replace two overhead doors.

Time of Performance *See Schedule Section of the Detailed Scope of Work*

Duration

Liquidated Damages Will apply: Will not apply:

Work Order Firm Fixed Price: \$45,414.13

Approvals

Owner

Date

Contractor

Date

Barry Johnson

From: Stephen Derkos <stephen.sladco@yahoo.com>
Sent: Tuesday, January 17, 2023 2:33 PM
To: Barry Johnson
Cc: Cody Waller; Tim Keith
Subject: Re: Roll up door bid request
Attachments: 2023 City of Chesterfield Shop Drawings.pdf; Proposal Request - Public Works OH Doors 2020.doc

No bid on this project. Keep us in mind for future we would love the opportunity. Thank you.

Stephen Derkos

Business Development Manager

St. Louis Automatic Door Company

636-212-5089 (cell)

314-200-9781 (office)

~Semper Fidelis~

On Jan 17, 2023, at 8:57 AM, Barry Johnson <BJohnson@chesterfield.mo.us> wrote:

Gentleman,

The City of Chesterfield is once again accepting proposals to replace two more doors at our Public Works Facility. As in previous years, I'm requesting a bid from you for this project. Please see attached door specification and proposal request. Please let me know if you have any questions and/or concerns.

Proposal will be accepted until the end of the business day, February 10, 2023.

For on-site scheduled walk thru please contact me for scheduling. For questions/concerns contact Barry by email or 314-680-9808.

Thank you for your time in helping us with this project. If your company is not interested in bidding the project, please reply NO BID to this email.

Sincerely,

Barry G. Johnson

Building Maintenance Supervisor

Ph. 636-537-4780

Fax 636-537-4798

Cell 314-680-9808

Memorandum

Department of Public Works



TO: Michael O. Geisel, P.E.
City Administrator

FROM: James A. Eckrich, P.E. *JA*
Public Works Dir. / City Engineer

DATE: February 9, 2023

RE: 2023 Sidewalk Leveling Project

As you know, the City of Chesterfield maintains over 260 miles of public sidewalk. Sidewalk slabs are jointed every five feet and “move” due to ground conditions, nearby trees, and myriad other factors. This creates trip hazards, ponding, and other problems. The City of Chesterfield prioritizes its sidewalk repair using our ADA Transition Plan, which was most recently updated in May of 2022. The 2023 Budget includes \$555,000 for sidewalk repairs.

Sidewalk Project A is specifically funded at \$300,000 within Account 120-079-5497. This project will contain two components – a sidewalk leveling contract and a sidewalk replacement contract. Project A will correct sidewalk deficiencies in a number of different subdivisions, including Wilson Farm, Wilson Manor, Chesterfield Meadows and Bent Tree. Our process will be to first correct any sidewalk which can successfully be improved by “leveling.” Those slabs which cannot be “leveled” and must be replaced will later be addressed via a sidewalk replacement project (\$200,000) to be bid later this year.

The Department of Public Works publicly opened bids for the 2023 Sidewalk Leveling Project on February 7, 2023. The results of the bid opening are detailed in the attached memorandum from Project Manager Matt Dooley. As you can see, Mr. Dooley is recommending that the City select Lift-Rite incorporated to perform the requested sidewalk leveling. Lift-Rite’s bid is within budget and they are the only bidder proposing a mud-jacking process that has been popular with the residents. Lift-Rite has performed this service for the City previously and their work was exceptional. **Accordingly, I support the recommendation of the City Staff and recommend that the City accept the bid from Lift-Rite (\$96,062.50) with an authorization not to exceed the budgeted amount of \$100,000.**

While I fully support this recommendation, I must acknowledge that Lift-Rite was not the low bidder. The low bid was provided by Precision Concrete Incorporated, who

proposes to address deficient slabs via a proprietary saw-cutting method. This is similar to the grinding regularly conducted by Street Maintenance Staff, but is more aesthetically pleasing (see photos below). Because of the myriad sidewalk deficiencies throughout the City and because of our inability to secure bidders for this project (we only had one bid last year), I would like to construct a pilot project utilizing Precision Concrete Incorporated. I have spoken to Precision about this, and they agree that it would be beneficial to both parties to initially construct a project for approximately \$30,000. **Accordingly, in addition to the contract with Lift-Rite, I am also recommending that the City enter into a contract with Precision Contract Incorporated in an amount not to exceed \$30,000.** In order to construct this project I recommend that we utilize existing funds budgeted in Account 120-079-5251. Doing so would alleviate the need for an appropriation of additional funding within the Capital Projects Fund.



Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should:

- 1) Authorize the City Administrator to enter into an Agreement with Lift Rite Incorporated in an amount not to exceed \$100,000.
- 2) Authorize the City Administrator to enter into an Agreement with Precision Concrete Incorporated in an amount not to exceed \$30,000.

All work will be completed using existing funding within the Capital Projects Fund.

Concurrence:



Jeannette Kelly, Director of Finance



MEMORANDUM

DATE: February 9, 2023
TO: Jim Eckrich, Public Works Director
FROM: Matt Dooley, Project Manager
SUBJECT: 2023 Sidewalk Leveling Project **(2023-PW-14)**

The 2023 Capital Projects budget includes a leveling project whereby a contractor will level sidewalk sections to remove deficiencies through the use of a mud-jacking process. This will allow the City of Chesterfield to repair additional sidewalk and will reduce the number of slabs that will require full removal and replacement within the Sidewalk A Project.

This project will address sidewalk deficiencies in a number of subdivisions, including Wilson Farm, Wilson Manor, Chesterfield Meadows and Bent Tree.

On February 7, 2023, the City of Chesterfield publicly opened bids for the above referenced project, with two bids received.

Contractor	Total Bid
Precision Concrete, Inc.	\$ 89,649.50
Lift Rite, Inc.	\$ 96,062.50

Although Precision Concrete, Inc. has submitted the low bid, they have done so offering an alternate saw cutting method, not the mud-jacking process used last year. Lift Rite, Inc. has successfully performed the mud-jacking process for the City of Chesterfield and various other municipalities. **Accordingly, I recommend acceptance of the bid of \$96,062.50 submitted by Lift Rite, Inc. and request authorization in an amount not to exceed \$100,000.00** Adequate funding is available in the Capital Projects Sidewalk Improvements account, 120-079-5497, to fund this project.

A copy of the lowest and best bid is attached. Should you require additional information, please advise.

cc: 2023-PW-14

EXHIBIT A

BID FORM

BID TIME: 10:30 a.m.

BID DATE: Tuesday, February 7, 2023

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda 1 through TS3, for the

Sidewalk Leveling Project
2023-PW-14

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of all work necessary to level displaced sidewalk sections by use of a mudjacking method or equivalent, in various locations, as designated by the City.

This project is intended to address displaced sidewalk sections throughout the City by use of a mudjacking method. An estimate of the number of sidewalk sections to be lifted is provided in the bid tab for the purpose of comparing bids. The City intends to level approximately \$100,000 worth of displaced sidewalk sections with this project.

The Contract contains a binding arbitration provision which may be enforced by the parties.

Bid submitted by:

Company Name: Lift Rite, Inc

Address: 397 Crossroads Business Park Ct.

City, State: Wentzville, MO #63385

Phone number: 636-332-8009 Fax: _____

E-mail address: angie@liftrite mudjacking.com

Type of Firm: Sole Partnership _____ Partnership _____
Corporation Other _____

Officer: R. Corey Stephens

Title: President

Signature: [Handwritten Signature]

Date: 1/26/2023

**ITEMIZED BID
CITY OF CHESTERFIELD
2022 SIDEWALK LEVELING PROJECT
2022-PW-14**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Mudjack displaced sidewalk sections.	each	1,325	<u>72.50</u>	<u>72.50</u>

TOTAL BID 96,062.50



BID TABULATION
2023 SIDEWALK LEVELING PROJECT
2023-PW-14
February 7, 2023

ITEM #	DESCRIPTION	UNITS	QUANTITY	ENGINEER'S ESTIMATE		PRECISION CONCRETE		LIFT RITE, INC.	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.1	Mudjack displaced sidewalk sections.	Each	1,325	\$75.00	\$99,375.00	\$67.66	\$89,649.50	\$72.50	\$96,062.50
	TOTAL BID				\$99,375.00	*actual bid \$89,653.94	\$89,649.50		\$96,062.50

OTHER LEGISLATION

Proposed Bill No. 3431 - Wilson Avenue Improvement Project Program

Agreement – An ordinance authorizing the City Administrator to execute a Surface Transportation Block Grant Program Agreement with the Missouri Highways and Transportation Commission for improvements of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road and just south of Walnut Hill Road, near Baxter Crossing Lane. **(First Reading) Department of Public Works recommends approval.**

UNFINISHED BUSINESS

There is no unfinished business scheduled for this meeting.

NEW BUSINESS

Memorandum

Department of Public Works



TO: Michael O. Geisel, P.E.
City Administrator

FROM: James A. Eckrich, P.E. *JAE*
Public Works Dir. / City Engineer

DATE: February 7, 2023

RE: Wilson Avenue Improvement Project Program Agreement

On November 1, 2021 the City of Chesterfield City Council approved a contract with Oates Associates for design services necessary to reconstruct the northern section of Wilson Avenue. The problems with Wilson Avenue have been well documented, and were delineated in detail at numerous public meetings, a public presentation on August 23, 2021, and a public presentation on January 24, 2022. As approved by City Council on August 30, 2021, the current project scope includes improvements to Wilson Avenue at the Wild Horse Creek Road intersection, reconstruction of the failing culvert, a softening of the S curve, the addition of shoulders, and construction of an off-street shared use path on the east side of Wilson Avenue for cyclists and pedestrians. An asphalt overlay only has been added to the south end of the project in order to avoid a short section of unimproved pavement. The current project scope does NOT include a vehicular connection to Baxter Crossing Lane – only a bike/ped connection.

On February 7, 2022 the City of Chesterfield City Council authorized the submittal of a grant application to partially fund the reconstruction of Wilson Avenue. The estimated costs for this project are as follows:

Design Engineering Contract - Oates	\$295,719
Right of Way and Easements	\$340,000
Construction	\$1,633,100
Construction Engineering / Inspection	\$170,000
TOTAL	\$2,483,100

On August 31, 2022 the City of Chesterfield was notified that its grant application, which requested \$1,143,170 (seventy percent of the construction cost) in federal funding, was successful. In order to formally accept the grant the City must enter into a Surface Transportation Block Grant (STBG) Program Agreement with the

Missouri Highways and Transportation Commission (MHTC). That Program Agreement, which has been reviewed by the City Attorney, is attached.

Once the City enters into the Program Agreement engineering design of the project will continue. An Open House – not another public presentation - will be scheduled later this year to show the plans to area residents and answer questions. Right of Way and Easement Acquisition is scheduled for 2024 and construction is scheduled for 2026. As reported previously, if there is an opportunity to accelerate the construction schedule the City Staff will attempt to do so. Otherwise, the project can only commence once grant funding is available and the project is approved by MODOT.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should adopt the attached ordinance authorizing approval of the Surface Transportation Block Grant Program Agreement with the Missouri Highways and Traffic Commission.

Memorandum

Department of Public Works



TO: Jim Eckrich, City Engineer/PW Director

FROM: Anjana Kittu, Civil Engineer ATK

DATE: February 07, 2023

RE: Wilson Avenue Improvements – STBG-5410(634)

As you are aware, the City of Chesterfield was recently awarded a Surface Transportation Block Grant (STBG) in an amount up to \$1,143,170 for the improvements of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road and just south of Walnut Hill Road, near Baxter Crossing Lane. The total estimated project cost is \$2,438,819 of which \$1,295,649 will be locally funded. Design of the project is currently underway and right of way acquisition will begin in 2024 and construction will commence in 2026.

In order to officially obligate the federal funding for this project the City of Chesterfield needs to enter into a STBG Agreement with the Missouri Highways and Transportation Commission (MoDOT). The agreement is similar to previous federal grant agreements the City has previously entered and must be authorized via ordinance.

I recommend presenting this matter to City Council for approval of the attached ordinance authorizing the STBG Agreement.

Please note that MoDOT is now exclusively using DocuSign and the agreement must be signed electronically. After City Council approval, Staff will coordinate with the City Administrator, City Clerk, and the City Attorney and provide directions on how to utilize DocuSign. After the agreement is signed in DocuSign by all parties, MoDOT will supply the City with a fully executed agreement.

cc: File 2021-PW-14

BILL NO. 3431

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A SURFACE TRANSPORTATION BLOCK GRANT PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR IMPROVEMENTS OF APPROXIMATELY 2,300 FEET OF WILSON AVENUE BETWEEN WILD HORSE CREEK ROAD AND JUST SOUTH OF WALNUT HILL ROAD, NEAR BAXTER CROSSING LANE.

WHEREAS, the City of Chesterfield was successful in obtaining a reimbursement grant for the improvements of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road and just south of Walnut Hill Road, near Baxter Crossing Lane; and,

WHEREAS, in order to proceed with the project, STBG-5410(634), the City needs to enter into a Surface Transportation Block Grant (STBG) Program Agreement with the Missouri Highways and Transportation Commission;

NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The City Council of the City of Chesterfield hereby authorizes the City Administrator to act on behalf of the City of Chesterfield to enter into an Agreement with the Missouri Highways and Transportation Commission relative to the improvements of approximately 2,300 feet of Wilson Avenue between Wild Horse Creek Road and just south of Walnut Hill Road, near Baxter Crossing Lane, in form substantially similar to that attached in Exhibit A.

Section 2. This Ordinance shall be in full force and effect from and after its passage and approval.

Passed and approved this _____ day of _____, 2023.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie McGownd, CITY CLERK

FIRST READING HELD:

CCO Form: FS11
Approved: 07/96 (KMH)
Revised: 10/22 (MWH)
Modified:

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5410(634)
Award Year: 2026
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
SURFACE TRANSPORTATION BLOCK GRANT (STBG) PROGRAM AGREEMENT**

THIS STBG AGREEMENT is entered into by the Missouri Highways and Transportation Commission (hereinafter, "Commission") and the City of Chesterfield, St. Louis County, Missouri (hereinafter, "City").

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) 23 U.S.C. §133, authorizes a Surface Transportation Block Grant (STBG) Program to fund transportation related projects; and

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement and designated as Project STBG-5410(634) involves:

Reconstruct roadway, resurface, add shoulders, construct a shared used path.

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

(2) LOCATION: The contemplated improvement designated as Project STBG-5410(634) by the Commission is within the city limits of Chesterfield, Missouri. The general location of the improvement is shown on an attachment hereto marked "Exhibit

A" and incorporated herein by reference. More specific descriptions are as follows:

Wilson Avenue from Wild Horse Creek Road to 1200 feet south of Walnut Hill Farm Drive.

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

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

obligations of the Commission under this Agreement shall cease upon completion of the improvement.

(8) INDEMNIFICATION:

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

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

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

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

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

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

(10) FEDERAL-AID PROVISIONS: Because responsibility for the performance of all functions or work contemplated as part of this project is assumed by the City, and the City may elect to construct part of the improvement contemplated by this Agreement with its own forces, a copy of Section II and Section III, as contained in the United States Department of Transportation Form Federal Highway Administration (FHWA) 1273

"Required Contract Provisions, Federal-Aid Construction Contracts," is attached and made a part of this Agreement as Exhibit C. Wherever the term "the contractor" or words of similar import appear in these sections, the term "the City" is to be substituted. The City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

(11) ACQUISITION OF RIGHT OF WAY: With respect to the acquisition of right of way necessary for the completion of the project, City shall acquire any additional necessary right of way required for the project and in doing so agrees that it will comply with all applicable federal laws, rules and regulations, including 42 U.S.C. 4601-4655, the Uniform Relocation Assistance and Real Property Acquisition Act, as amended and any regulations promulgated in connection with the Act. However upon written request by the City and the written acceptance by the Commission, the Commission shall acquire right of way for the City. Upon approval of all agreements, plans and specifications by the Commission and the FHWA, the commission will file copies of said plans in the office of the county clerk: and proceed to acquire by negotiation and purchase or by condemnation any necessary right of way required for the construction of the improvement contemplated herein. All right of way acquired by negotiation and purchase will be acquired in the name of City, and the City will pay to grantors thereof the agreed upon purchase prices. All right of way acquired through condemnation proceedings will be acquired in the name of the State of Missouri and subsequently released to the City. The City shall pay into court all awards and final judgments in favor of any such condemnees. The City shall also reimburse the Commission for any expense incurred by the Commission in acquiring said right of way, including but not limited to the costs of surveying, appraisal, negotiation, condemnation, and relocation assistance benefits. Unless otherwise agreed to in writing the Commission shall have the final decision regarding the settlement amount in condemnation.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed \$1,143,170. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

(B) The total reimbursement otherwise payable to the City under this Agreement is subject to reduction, offset, levy, judgment, collection or withholding, if there is a reduction in the available federal funding, or to satisfy other obligations of the City to the Commission, the State of Missouri, the United States, or another entity acting pursuant to a lawful court order, which City obligations or liability are created by law, judicial action, or by pledge, contract or other enforceable instrument. Any costs incurred by the City prior to authorization from FHWA and notification to proceed from the Commission are not reimbursable costs.

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

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

(15) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STP-5410(634) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

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

(18) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within 90 days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(19) PROMPT PAYMENTS: Progress invoices submitted to MoDOT for reimbursement more than thirty (30) calendar days after the date of the vendor invoice shall also include documentation that the vendor was paid in full for the work identified in the progress invoice. Examples of proof of payment may include a letter or e-mail from the vendor, lien waiver or copies of cancelled checks. Reimbursement will not be made

on these submittals until proof of payment is provided. Progress invoices submitted to MoDOT for reimbursement within thirty (30) calendar days of the date on the vendor invoice will be processed for reimbursement without proof of payment to the vendor. If the City has not paid the vendor prior to receiving reimbursement, the City must pay the vendor within two (2) business days of receipt of funds from MoDOT.

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

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

(22) AUDIT REQUIREMENTS: If the City expend(s) seven hundred fifty thousand dollars (\$750,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with 2 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.

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

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

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

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

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

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

- (A) To the City:
690 Chesterfield Parkway West
Chesterfield, MO 63017
- (B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017

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

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

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

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

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

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

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

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

1. Withholding of payments under this Agreement until the City complies; and/or
2. Cancellation, termination or suspension of this Agreement, in whole or in part, or both.

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

(30) ACCESS TO RECORDS: The City and its contractors must maintain all records relating to this Agreement, including but not limited to invoices, payrolls, etc. These records must be available at no charge to the FHWA and the Commission and/or their designees or representatives during the period of this Agreement and any extension,

and for a period of three (3) years after the date on which the City receives reimbursement of their final invoice from the Commission.

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

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

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

Executed by the City on _____(DATE).

Executed by the Commission on _____(DATE).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CHESTERFIELD

By _____

Title _____

Title _____

ATTEST:

ATTEST:

By _____

Secretary to the Commission

Title _____

Approved as to Form:

Approved as to Form:

By _____

Commission Counsel

Title _____

Ordinance No: _____

Exhibit A - Location of Project

Wilson Avenue Improvements Project Location Map



Exhibit B – Project Schedule

Project Description: STBG-5410(634) Wilson Avenue

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2022	10/2022	1
Execute agreement (project sponsor and DOT)	10/2022	11/2022	2
Engineering services contract submitted and approved*	11/2021	11/2021	1
Obtain environmental clearances (106, CE2, T&E, etc.)	11/2022	12/2023	14
Public meeting/hearing	01/2023	02/2023	2
Develop and submit preliminary plans	11/2021	01/2023	15
Preliminary plans approved	01/2023	03/2023	3
Develop and submit right-of-way plans	03/2023	05/2023	5
Review and approval of right-of-way plans	05/2023	06/2023	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	07/2023	07/2023	1
Right-of-way acquisition	08/2023	12/2024	17
Utility coordination	11/2022	12/2023	14
Develop and submit PS&E	03/2023	07/2025	29
District approval of PS&E/advertise for bids*	07/2025	10/2025	4
Submit and receive bids for review and approval	01/2026	03/2026	3
Project implementation/construction	03/2026	12/2026	10
* Finish date must match fiscal year for each milestone shown in bold text.			

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

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

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

- I. General
- II. Nondiscrimination
- III. Non-segregated 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. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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. 23 CFR 633.102(d).

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. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

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) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), 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 Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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, sexual orientation, gender identity, national origin, age or disability. The following procedures shall be followed:

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. 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, sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient 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 recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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 more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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 (29 CFR 5.5)

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, 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 Administrator for determination. The 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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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. 23 CFR 230.111(e)(2). 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 as provided in 29 CFR 5.5.

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 as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, 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 (29 CFR 5.5)

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

Pursuant to 29 CFR 5.5(b), 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. 29 CFR 5.5.

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 currently provided in 29 CFR 5.5(b)(2)* 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. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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" in paragraph 1 of Section VI 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: (based on longstanding interpretation)

- (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. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), 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. Pursuant to 23 CFR 635.116(c), 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. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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 Part 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. 23 CFR 635.108.

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 Part 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). 29 CFR 1926.10.

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 Part 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 11, 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 (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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. 2 CFR 180.220 and 1200.220.

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. 2 CFR 180.320.

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. 2 CFR 180.325.

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. 2 CFR 180.345 and 180.350.

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, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient 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 recipient or subrecipient 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. 2 CFR 180.330.

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. 2 CFR 180.220 and 180.300.

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. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. 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 System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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 CFR 180.325.

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 CFR 180.335;.

(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, 2 CFR 180.800;

(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, 2 CFR 180.700 and 180.800; 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. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

3. 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). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant 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. 2 CFR 180.365.

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, Subpart I, 180.900 – 180.1020, 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 recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient 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. 2 CFR 1200.220 and 1200.332.

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. 2 CFR 180.220 and 1200.220.

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 System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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. 2 CFR 180.325.

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:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should 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 Part 20, App. A.

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.

XII. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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.

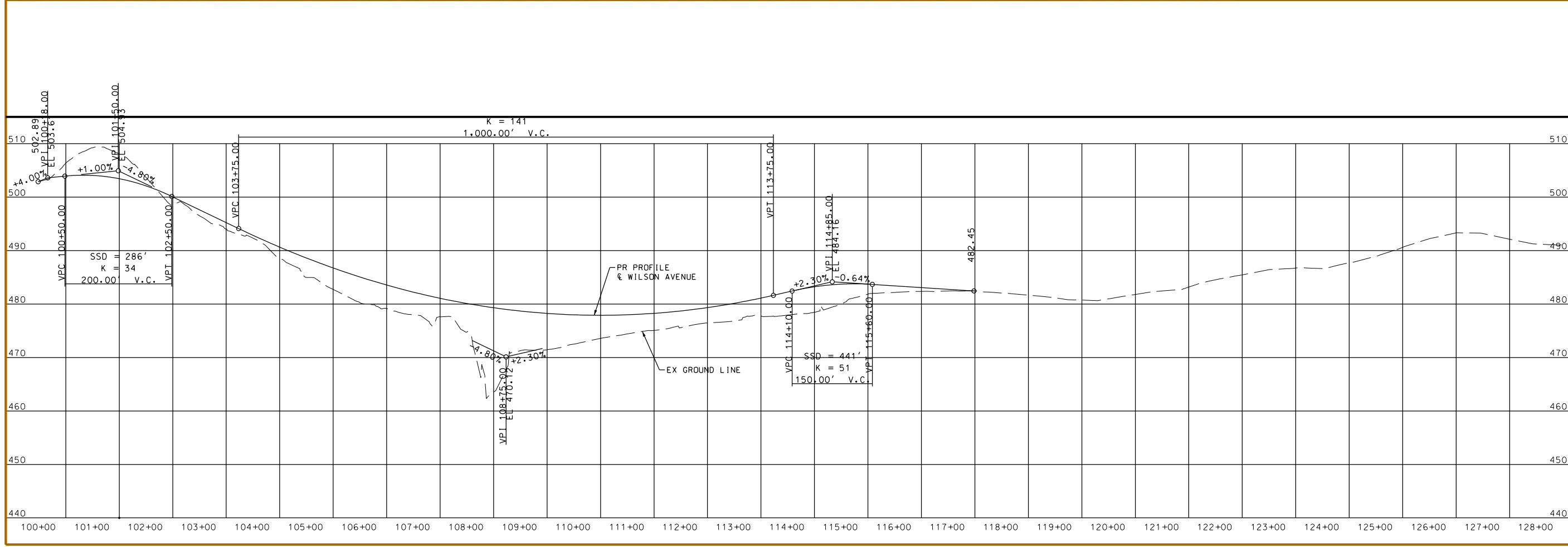
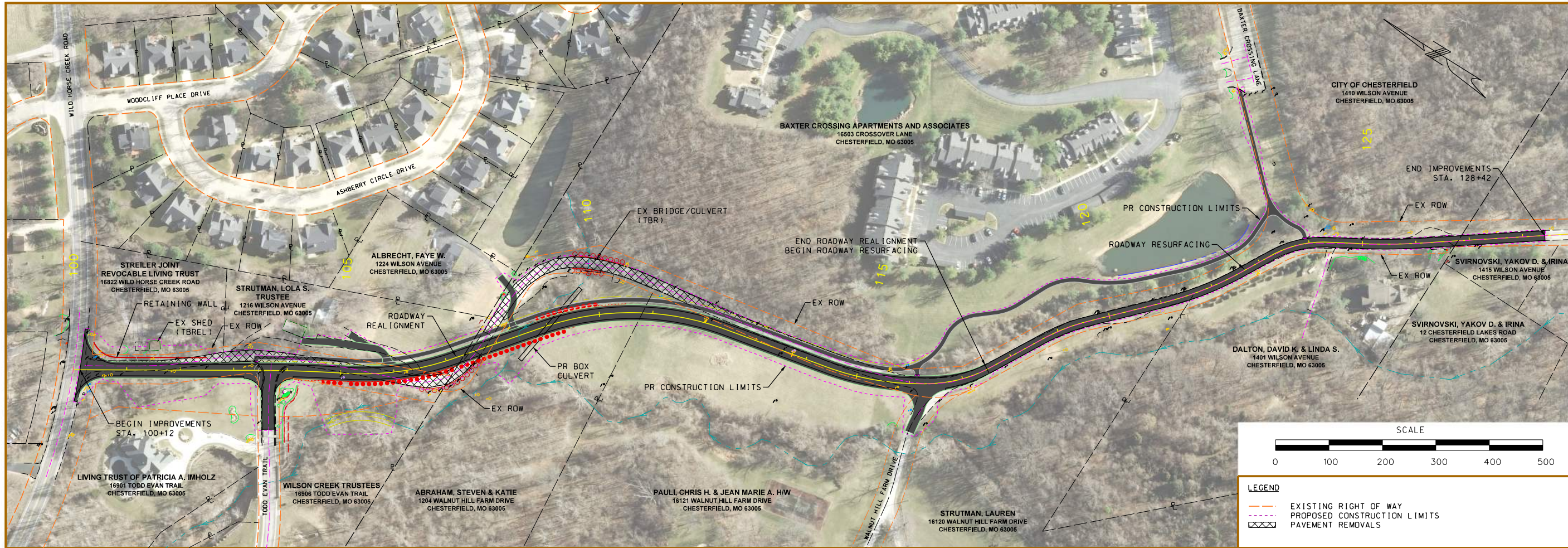
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates 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.



"THIS MEDIA SHOULD NOT BE CONSIDERED A CERTIFIED DOCUMENT."

DATE PREPARED	3/31/2022	
DISTRICT	SL	STATE MO
SHEET NO.	2	
COUNTY	ST. LOUIS	
ROUTE	WILSON AVENUE	
DA JOB NO.	220130.001	
PROJECT NO.	N/A	
BRIDGE NO.	N/A	

DATE	DESCRIPTION

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O A T E S
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MISSOURI DESIGN FIRM
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JEFFREY R. RENNING
PROFESSIONAL ENGINEER
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WILSON AVENUE REALIGNMENT
PLAN-PROFILE SHEET
SHEET 1 OF 1

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.