

**MONDAY AUGUST 19, 2024 7:00 P.M.**  
**BOARD OF ALDERMEN**  
**MINUTES**

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MAYOR MIKE WILCOX  
ALDERMAN PAUL ROETTGER  
ALDERMAN LISA CAPSHAW CUSHING  
ALDERMAN TONY ROBERTS  
ALDERMAN AARON NAUMAN  
ALDERMAN BERRY LANE

CITY ATTORNEY, JIM HETLAGE  
CITY ADMINISTRATOR, FRANK JOHNSON  
FINANCE DIRECTOR, DAN LAWRENCE

MEETING CALLED TO ORDER

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The meeting was called to order at 7:00 PM by Mayor Wilcox.

ROLL CALL

Present: Alderman Roettger, Alderman Nauman, Alderman Capshaw Cushing, Alderman Lane, Alderman Roberts

Absent: None

Also Present: Chief Jeff Beaton, Mr. Dan Lawrence, Finance Director, Mr. Jim Hetlage, City Attorney, Mr. Frank Johnson, City Administrator,

APPROVAL OF THE AGENDA

Mayor Wilcox asked if there were any changes to the August 19, 2024 meeting agenda. There were none. Alderman Lane motioned to approve the agenda. Alderman Roettger seconded the motion which was unanimously approved.

APPROVAL OF THE MINUTES FROM AUGUST 5, 2024 MEETING

Mayor Wilcox asked if there were any changes or corrections to the Board minutes from the meeting. Alderman Lane motioned to approve the minutes from August 5, 2024. Alderman Roettger seconded the motion, which was unanimously approved.

CITIZEN COMMENTS

None

TREASURER'S REPORT – JULY 2024

Mr. Lawrence reported that there was not much to report since the City is only one month into the 2025 Fiscal Year, but sales tax revenues are starting strong. Alderman Roettger comments that Finance Officer Lawrence does a good job capturing interest income with the investments.

ORDINANCE REQUIRING FIRST READING, SECOND READING AND FINAL APPROVAL

B16-24 AN ORDINANCE APPROVING AN OPERATIONS MAINTENANCE CAPITAL IMPROVEMENT PROGRAM REIMBURSEMENT WITH THE METROPOLITAN SAINT LOUIS SEWER DISTRICT FOR DEVELOPMENT OF STORMWATER ORDINANCE UPDATES AND INFILL DEVELOPMENT GUIDELINES

Alderman Cushing moved approval of the first reading of Bill B16-24. Alderman Lane seconded the motion.

Mayor Wilcox asked for a report.

Mr. Johnson reported that the ordinance is an agreement to officially request funds from MSD for stormwater ordinance updates.

Mr. Johnson read the ordinance by title only.

Alderman moved Lane approval of the second reading of Bill B16-24. Alderman Roettger seconded the motion.

Mayor Wilcox asked if there were any questions or comments. None were heard.

Mayor Wilcox called for a vote. The second reading was unanimously approved on a voice vote.

Mr. Johnson read the Ordinance by title only.

Alderman moved Lane approval of the final reading of Bill B16-24. Alderman Roettger seconded the motion.

Mayor Wilcox asked for a report and asked if there were additional questions. There were none.

Mayor Wilcox asked for a vote.

Ayes: Alderman Nauman, Alderman Lane, Alderman Roettger, Alderman Roberts, Alderman Capshaw Cushing

Nays: None

The Ordinance Passed.

## DISCUSSION

### Permitted Uses for C-1 Commercial District

Mr. Johnson discussed that a coffee shop is being proposed for the location currently occupied by Moonbeams. Therefore, a coffee shop would need to be added as a permitted use in a C-1 District which would need to first be review by the Plan Commission. Alderman Roettger makes a motion to move the discussion to the Plan Commission for the adjustment of the zoning code. Alderman Cushing seconded the motion. Mayor Wilcox calls for a vote. All voted aye.

### OMCI Continuation

Mr. Johnson reported that in the wake of Prop S, municipalities in the Deer Creek Watershed need to send a letter to MSD regarding whether to keep the OMCI tax in place. The tax is approximately \$12 for every \$400,000 in assessed value. The tax would allow Glendale to have an additional \$35,000 in annual funds for stormwater improvements. Alderman Lane makes a motion to send a letter to MSD approving the tax. Alderman Roettger seconds the motion. Mayor Wilcox calls for a vote. All voted aye.

## REPORTS

### Mr. Johnson

Mr. Johnson reported that most of the planning for Jazzfest has concluded with all the vendors in place.

Mr. Johnson announced that the interviews for Joanne's replacement would be later this week. Alderman Nauman asked about the interview process. Mr. Johnson gave a brief description regarding the original phone interviews and then a walk through took place with four candidates.

Mr. Johnson announced that the Tons of Trucks event was a great success and Mayor Wilcox said the attendance was incredible.

### Alderman Roettger

None

### Alderman Lane

None

### Alderman Capshaw Cushing

None

### Alderman Roberts

Alderman Roberts thanked Terry Jones for the smooth process of the Dwyer Road project.

Alderman Nauman

Alderman Nauman reported that the entrance signage on Bismark needs to be improved as well as the benches on Manchester Road. He further reported that the Boy Scouts will be doing some service work at the Public Works complex to beautify the space.

Jim Hetlage

None

Mayor Wilcox

Mayor Wilcox commented that eight individuals are interested in the alderman opening and they have been asked to submit a resume. He further commented that he and Alderman, Nauman, Cushing, and Lane will review the resumes and narrow the eight to four with informal interviews to follow.

Alderman Roberts inquired about how many residents took advantage of the Webster Groves recreation agreement.

ADJOURNMENT

Alderman Nauman moved to adjourn the meeting, seconded by Alderman Lane. The motion was unanimously approved.

These minutes are approved as submitted this 2nd day of September, 2024.

Dan Lawrence  
Finance Director

A RESOLUTION OF THE CITY OF GLENDALE, MISSOURI  
ADOPTING THE 2025 – 2030 ST. LOUIS REGIONAL HAZARD  
MITIGATION PLAN

**WHEREAS**, the City of Glendale recognizes the threat that natural hazards pose to people and property within its boundaries; and

**WHEREAS** the City of Glendale has participated in the preparation of a multi- hazard mitigation plan, hereby known as the St. Louis Regional Hazard Mitigation Plan, hereafter referred to as the Plan, in accordance with the Disaster Mitigation Act of 2000; and

**WHEREAS** the Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the City of Glendale from the impacts of future hazards and disasters; and

**WHEREAS** the City of Glendale recognizes that land use policies have a major impact on whether people and property are exposed to natural hazards, the City of Glendale will endeavor to integrate the Plan into the comprehensive planning process and

**WHEREAS** adoption by the City of Glendale demonstrates their commitment to hazard mitigation and achieving the goals outlined in the Plan

**NOW, THEREFORE**, BE IT RESOLVED BY THE BOARD OF ALDERMEN OF THE CITY OF GLENDALE, MISSOURI, AS FOLLOWS:

**Section 1:** The Board of Aldermen hereby adopts the final FEMA-approved Plan.

**Section 2:** That this Resolution shall be in full force and effect from and after its passage and approval.

This Resolution Passed and Approved this 3<sup>rd</sup> Day of September, 2024.

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Michael Wilcox  
Mayor

ATTEST:

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Frank Johnson  
City Administrator/City Clerk



**Internal Memorandum**

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TO: Frank Johnson, City Administrator  
FROM: Terry Jones, Public Works Superintendent  
DATE: August 26, 2024  
RE: Contract Approval Recommendation – 2024-25 Rock Salt – Secondary Supply

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Glendale, along with 56 other agencies, participate in the City of Chesterfield Salt Co-op. This season’s road salt contract through the co-op was awarded to Compass Minerals at a cost of \$87.41/ton, which includes delivery.

Glendale also seeks a secondary road salt supply contract each year to supplement the city’s salt supply in the event of a harsh winter season that either causes the city to deplete its supply from the co-op or if the co-op is unable to deliver because of weather or other conditions.

The bid documents are written to explicitly explain that the city can purchase up to 200 tons at a set cost but does not obligate the city to purchase any salt at all, and that this Contract is for secondary, supplemental supply only.

Following a bidding process in compliance with the city Code, sealed bids for the purchase and delivery of 0-200 tons of road salt were opened and read aloud at a public meeting that took place at Glendale City Hall at 10 a.m., Monday, August 26, 2024.

Four responses were received. A short bid summary is provided below:

<b>Bid Results: 2024-25 Supplemental Road Salt Supply</b>	
Bidder	\$/ton + delivery
Compass Minerals	\$79.72
Cargill, Inc	\$79.96
Morton Salt, Inc	\$81.56
Gunther Salt Co	\$106.00

As shown above, Compass Minerals has provided the lowest bid, which is lower than that of the Chesterfield Salt Co-op.

The 2024-25 General Fund contains \$26,000 in line item 10-060-22150, "Snow Removal" intended to provide funds for costs related to snow removal such as road salt purchases. This year's Chesterfield Co-op fall delivery for 200 tons totals \$17,482.00, leaving a balance of \$8,518.00. The Co-op allows for additional orders to be placed in January, if needed. Given the lower cost through the secondary source, if additional salt orders are necessary in January, then they might be placed using the secondary contract.

I recommend the city enter a Contract with Compass Minerals for the purchase of 0-200 tons of road salt at \$79.72/ton to serve as the 2024-25 winter season supplemental supply. The potential cost of this Contract is \$0-\$15,944.

The bid is attached to this memo for review.

Please let me know if you have any questions or require additional information.

A RESOLUTION AUTHORIZING A CONTRACT WITH COMPASS  
MINERALS FOR THE PURCHASE OF SUPPLEMENTAL ROCK SALT  
FOR FISCAL YEAR 2025

**WHEREAS**, the City of Glendale annual operating budget for Fiscal Year 2025 provides an appropriation of \$26,000 for snow removal, including the purchase of standard rock salt, treated to prevent caking for use in snow removal operations; and

**WHEREAS**, bids were solicited and received until Monday, August 26, 2024, at 10:00 a.m., and were publicly opened and read aloud as follows:

<u>VENDOR</u>	<u>PRICE (per ton) DELIVERED</u>
Compass Minerals	\$79.72
Cargill	\$79.96
Morton Salt	\$81.56
Guenther Salt Company	\$106.00

**WHEREAS**, after due investigation by City staff, the Board of Aldermen has determined that Compass Minerals has met all the specifications and has given the best bid.

**NOW, THEREFORE**, Be It Resolved by the Board of Aldermen of the City of Glendale, Missouri, as follows:

**SECTION ONE:** That the City Administrator is hereby authorized and directed to enter into a contract with Compass Minerals for supplemental rock salt to be used in snow removal operations at a unit cost of \$79.72 per ton up to 200 tons per their bid of August 26, 2024. Said payment for salt shall be drawn against Budget Account 10060-22150.

**SECTION TWO:** This resolution shall become effective on its passage.

This Resolution Passed and Approved this 3<sup>rd</sup> Day of September 2024.

\_\_\_\_\_  
Michael A. Wilcox  
Mayor

ATTEST:

\_\_\_\_\_  
Frank Johnson  
City Administrator/City Clerk



***Internal Memorandum***

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TO: Frank Johnson, City Administrator  
FROM: Terry Jones, Public Works Superintendent  
DATE: August 27, 2024  
RE: E. Essex Ave STP – Supplemental Program Agreement

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Frank,

Glendale entered into a Missouri Highways and Transportation Commission STP-Urban Program Agreement (Agreement) with MoDOT on July 9, 2020, Ordinance #B05-20.

These agreements are a legally binding documents between agencies and MoDOT and are specific to each STP project. The agreements stipulate that agencies requesting federal aid to construct infrastructure improvements are done so in a manner compliant with the rules and regulations included in MoDOT’s EPG and stipulates the maximum allowable federal aid reimbursement provided for the project. The 2020 Agreement states that the City of Glendale is eligible to receive a reimbursement of 80% of the overall project cost up to \$778,570.00.

While MoDOT is the agency responsible for project oversight and federal aid reimbursements, the East-West Gateway Council of Governments is the agency that selects the projects that will receive federal aid and manages the federal dollars available for various infrastructure improvement programs.

EWG acknowledges that construction costs have spiked in recent years and have selected a group of projects that are nearing construction to offer the agencies an Inflationary Adjustment to help offset the cost difference in the original Agreement and 2024 construction costs. Attached is a new Agreement entitled Missouri Highways and Transportation Commission STBG Program Supplemental Agreement which would void and replace the 2020 Agreement.

The 2024 Supplemental Agreement states that the City of Glendale is eligible to receive a reimbursement of 80% of the overall project cost up to \$949,079.00, a federal aid increase of \$170,509.00. This figure was calculated based on the increased cost reflected in the bid amount vs the original estimate contained in the TIP application.

I recommend the Mayor and Board of Aldermen vote to approve the Supplemental Agreement with MoDOT. Please let me know if you have any questions.

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM SUPPLEMENTAL AGREEMENT FOR RECONSTRUCTING EAST ESSEX AVENUE FROM SAPPINGTON ROAD TO DICKSON STREET

**WHEREAS**, the City of Glendale, in partnership with the City of Kirkwood, successfully applied for a grant from the Federal Highway Administration and MoDot for resurfacing, ADA curb ramps, concrete curb and gutter, and sidewalk on East Essex Avenue from Sappington Road to Dickson Street; and

**WHEREAS**, the Board of Directors of the East-West Gateway Council of Governments (EWG) has approved inclusion of the Sappington Road Project in the FY 2020-2023 Transportation Improvement Program; and

**WHEREAS**, to receive federal funds under this program it was necessary for the City entered into a Surface Transportation Urban Program agreement with the Missouri Highways and Transportation Commission on July 9, 2020 with Ordinance B05-20; and

**WHEREAS**, EWG acknowledges that construction costs have spiked in recent years and have selected a group of projects that are nearing construction to offer the agencies an Inflationary Adjustment to help offset the cost difference in the original Agreement and 2024 construction costs; and

**WHEREAS**, under the Inflationary Adjustment, the City of Glendale is eligible to receive a reimbursement of 80 percent of the overall project cost up to \$949,079, an increase of \$170,509 in federal aid from the original agreement.

**NOW, THEREFORE**, Be It Ordained By the Board of Aldermen of the City of Glendale, St. Louis County, Missouri as Follows:

**SECTION ONE:**

The Board of Aldermen hereby approves entering into a Supplemental Agreement with the Missouri Department of Transportation in the amount of 80% of the cost of engineering and construction for resurfacing, ADA curb ramps, concrete curb and gutter, and sidewalk on East Essex Avenue from Sappington Road to Dickson Street and pledges to appropriate the necessary local funds to proceed with the project.

**SECTION TWO:**

The City Administrator is hereby authorized and directed to execute an STP-Urban Program Supplemental Agreement with the Missouri Highways and Transportation Commission related E. Essex Avenue – Sappington Road to Dickson Street Resurfacing Sidewalk (5') Project STP-9901(653). Such agreement shall be in substantial conformity with the Agreement attached hereto as Exhibit "A."

**SECTION THREE:**

The City Administrator is further authorized to take such administrative steps necessary to comply with the provisions of the agreement and to obtain reimbursement of all funds included therein.

**SECTION FOUR:**

This Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor and the Board of Aldermen.

Read two times and finally passed by the Board of Aldermen of the City of Glendale, Missouri, this 3<sup>rd</sup> day of September 2024.

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Mike Wilcox  
Mayor

ATTEST:

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Frank Johnson  
City Administrator/Clerk

Exhibit A

CCO Form: FS27  
Approved: 05/02 (BDG)  
Revised: 10/22 (MWH)  
Modified:

St. Louis County  
City of Glendale  
Project STP-9901(653)

CFDA Number: CFDA #20.205  
CFDA Title: Highway Planning and Construction  
Award name/number: STP-9901(653)  
Award Year: 2021  
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION  
STBG PROGRAM  
SUPPLEMENTAL AGREEMENT**

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

WITNESSETH:

WHEREAS, on August 5, 2020, the Commission and the City previously entered into a STP (currently, Surface Transportation Block Grant (STBG)) Program Agreement (Agreement number 2020-01-55323) as to public improvements designated as STP-9901(653), for the resurfacing, ADA curb ramps, concrete curb and gutter and sidewalk on E. Essex Avenue from Sappington Road to Dickson Street, (hereinafter, "Original Agreement"); and

WHEREAS, the Commission and the City now desire to revise the Original Agreement.

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

(1) REVISION: Paragraph (10) FEDERAL-AID PROVISIONS of the Original Agreement is hereby removed and replaced with the following:

(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.

(2) REVISION: Paragraph (12) REIMBURSEMENT of the Original Agreement is hereby removed and replaced with the following:

(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 \$949,079. 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.

(3) REVISION: Exhibit C - Required Contract Provisions of the Original Agreement is hereby removed and replaced with the revised Exhibit C – Required Contract Provisions attached to this Agreement

(4) ORIGINAL AGREEMENT: Except as otherwise modified, amended, or supplemented by this Supplemental Agreement, the Original Agreement between the parties shall remain in full force and effect and shall extend and apply to this Supplemental Agreement as if fully written in this Supplemental Agreement.

*Remainder of Page Intentionally Left Blank*

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

Executed by the City this \_\_\_\_\_ (date).

Executed by the Commission this \_\_\_\_\_ (date).

MISSOURI HIGHWAYS AND  
TRANSPORTATION COMMISSION

CITY OF GLENDALE

\_\_\_\_\_

By \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

ATTEST:

ATTEST:

\_\_\_\_\_  
Secretary to the Commission

By \_\_\_\_\_

Title: \_\_\_\_\_

Approved as to Form:

Approved as to Form:

\_\_\_\_\_  
Commission Counsel

\_\_\_\_\_

Title: \_\_\_\_\_

Ordinance No.: \_\_\_\_\_

**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:

**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

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).

**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. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its reprocurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements* (1) *Length of record retention*. All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required*. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits*. Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship*. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements* (1) *Frequency and method of submission*. The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required*. The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance*. Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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; and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* 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. 3729.

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices* (1) *Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

c. 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 journeyworkers 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 must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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.** a. By entering into this contract, the contractor certifies that neither it 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 40 U.S.C. 3144(b) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

## 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 watchpersons 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 and interest from the date of the underpayment. 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 watchpersons 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) 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

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### 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 long-standing 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 200.327.

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 200.327.

**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 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).

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.

\* \* \* \* \*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) 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;

(2) 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

(3) 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)

b. 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.



***Internal Memorandum***

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TO: Frank Johnson, City Administrator  
FROM: Terry Jones, Public Works Superintendent  
DATE: August 27, 2024  
RE: E. Essex Ave STP – Intergovernmental Agreement #4

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Frank,

Following a bid solicitation process in compliance with City Code and Federal Aid regulations and requirements, Jokerst Paving submitted the lowest bid to construct the proposed improvements to E. Essex Ave between Dickson St in Kirkwood, and N. Sappington Rd in Glendale.

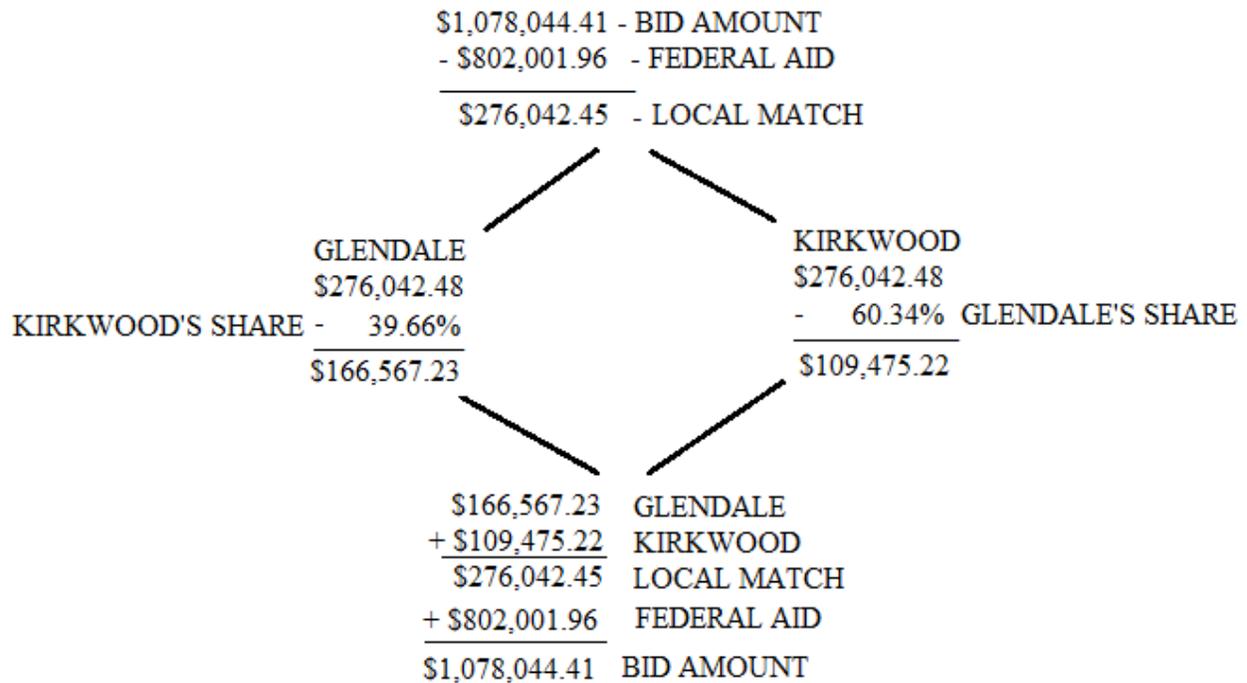
The bid from Jokerst has been reviewed by Glendale, Kirkwood, Lochmueller, and MoDOT and has been approved by all agencies. MoDOT has provided Glendale with a Bid Concurrence Letter allowing Glendale to execute the Construction Contract.

Because this project is a joint venture between the cities of Glendale and Kirkwood, and because both Glendale and Kirkwood are financially responsible for work in their respective jurisdictions, approval of a written Agreement is necessary between Glendale and Kirkwood in the form of an Intergovernmental Agreement (AI) prior to executing the Construction Contract.

The AI is attached to this memo and outlines payment terms in relation to the Construction Contract. Because Glendale submitted the Federal Aid application, Glendale is designated as the lead and is ultimately responsible for payment of all invoices at all phases of the project. Glendale is also responsible for seeking reimbursements from MoDOT. Therefore, Kirkwood is responsible for making payments to Glendale for work in Kirkwood, and Glendale will in turn seek and retain reimbursements from MoDOT.

There are several aspects to the payment terms such as reimbursement rate, bid amount, Federal Aid, local matching, and cost-splitting which can make the AI difficult to read. To better explain the terms contained in the AI, I've developed the flowchart below:

\$631,492.96	FEDERAL AID
+ \$170,509.00	INFLATIONARY ADJ
<u>\$802,001.96</u>	NEW FEDERAL AID AMOUNT



Because Glendale and Kirkwood staff agree to the terms outlined in the AI, and because the terms were determined by Lochmueller engineers, I recommend the Mayor and Board of Aldermen approve the AI as it is written. There is no cost associated with this item at this time.

Intergovernmental Agreement #4 is attached to this memo for review.

Please let me know if you have any questions.

AN ORDINANCE AUTHORIZING INTERGOVERNMENT AGREEMENT #4  
PERTAINING TO THE JOINT VENTURE WITH THE CITY OF KIRKWOOD  
FOR THE EAST ESSEX AVENUE ROAD SURFACE TRANSPORTATION  
PROJECT

**WHEREAS**, the City of Glendale has previously entered into a joint venture with the City of Kirkwood, Intergovernmental Agreements have been developed and approved by each city for the purpose of documenting payment terms regarding each contract related to the project; and

**WHEREAS**, three Intergovernmental Agreements have been developed and approved by each city, the first agreement outlines payment terms related to the authorization of the Engineering Services Contract; the second agreement outlines payment terms related to the authorization of the ROW Acquisition Contract; and the third agreement outlines payment terms related to the authorization of a supplemental agreement to the Engineering Services Contract; and

**WHEREAS**, following a bid solicitation process in compliance with City Code and Federal Aid regulations and requirements, Jokerst Paving submitted the lowest bid to construct the proposed improvements to E. Essex Ave between Dickson St in Kirkwood, and N. Sappington Rd in Glendale, which has been reviewed and approved by all agencies, so a fourth Intergovernmental Agreement is now needed; and

**NOW, THEREFORE**, BE IT ORDAINED BY THE BOARD OF ALDERMEN OF THE CITY OF GLENDALE, MISSOURI, AS FOLLOWS:

**SECTION ONE:**

The Board of Aldermen of the City of Glendale hereby approves the Intergovernmental Agreement between the Cities of Kirkwood and Glendale in substantially the form attached hereto as “Exhibit A” regarding construction costs pertaining to the East Essex reconstruction project Surface Transportation Program project.

**SECTION TWO:**

The City shall, and the Mayor and other appropriate officers, agents, and employees of the City are hereby authorized to sign the Agreement in substantially the form attached hereto as “Exhibit A” and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance.

**SECTION THREE:**

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

Read two times and finally passed by the Board of Aldermen of the City of Glendale, Missouri, this 3<sup>rd</sup> day of September 3, 2024.

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Michael A. Wilcox  
Mayor

ATTEST:

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Frank Johnson  
City Administrator/City Clerk



## **INTERGOVERNMENTAL AGREEMENT #4**

THIS INTERGOVERNMENTAL AGREEMENT (“Agreement”) is hereby made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between the City of Glendale, Missouri (“Glendale”) and the City of Kirkwood, Missouri (“Kirkwood”), regarding costs to construct improvements to E. Essex Ave between Dickson St in Kirkwood and N. Sappington Rd in Glendale, a project known as the E. Essex Ave Reconstruction Project, (Project) Federal Surface Transportation Program (STP) project number 9901 (653).

WHEREAS, Glendale and Kirkwood previously entered into Intergovernmental Agreements mutually agreeing to costs and provisions outlined in ESC, ROW, and CE Services Contracts with Lochmueller Group,

AND WHEREAS, as a continuation of the Project, the City of Glendale has sought bids in accordance with the MoDOT EPG and has received a low bid from Jokerst Paving to construct the improvements at an estimated cost of \$1,078,044.41,

AND WHEREAS, Glendale, Kirkwood, and MoDOT have reviewed the bid and have found that Jokerst Paving has submitted the lowest responsible bid,

AND WHEREAS, MoDOT has provided a Concurrence of Award allowing Glendale to execute the Construction Contract with Jokerst Paving,

AND WHEREAS, Glendale and Kirkwood acknowledge that there is \$802,001.96 remaining in Federal Aid for this project and that all other costs for construction above that amount are the responsibility of the cities,

AND WHEREAS, MoDOT has set a construction costs reimbursement rate of 74.39% not to exceed \$802,001.96,

AND WHEREAS, Lochmueller has provided a recommended division of the construction costs between Glendale and Kirkwood that reflects anticipated construction costs for each city which has been reviewed and agreed to by each city,

AND WHEREAS, the construction cost to Glendale shall be estimated at \$650,504.61 and the construction cost to Kirkwood shall be \$427,539.80, and that these figures do not include Federal Aid,

NOW THEREFORE, in consideration of certain mutual benefits insuring to the parties hereto, and to the public, the receipt of which are hereby acknowledged, and the parties hereto agree as follows:

1. Glendale shall pay the full cost of each invoice received from Jokerst Paving for construction costs.
2. Glendale and Kirkwood are responsible for joint payment of \$276,042.48 representing the balance between the estimated construction cost of \$1,078,044.41 minus \$802,001.96 in Federal Aid.
3. Kirkwood shall pay Glendale \$109,475.22, representing 39.66% of \$276,042.48.
4. Glendale shall seek and retain all reimbursement funding from MoDOT.
5. Kirkwood shall pay Glendale the full cost for any work performed within the Kirkwood boundaries that causes the cost for work performed in Kirkwood to exceed \$427,539.80, provided that Kirkwood receives notice of the additional costs and approves such additional costs.
6. Glendale and Kirkwood hereby agree to all terms, conditions, articles, and other provisions, chapters, or contents of the Construction Contract with Jokerst Paving.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year written above.

City of Kirkwood, Missouri

City of Glendale, Missouri

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Authorized Officer

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Mayor



**Internal Memorandum**

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**Office of the City Administrator**

**TO:** Honorable Mayor Mike Wilcox  
and the Glendale Board of Aldermen

**FROM:** Frank Johnson, City Administrator

**DATE:** August 30, 2024

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**ADMINISTRATION**

**Deputy City Clerk Job Search**

- I am excited to announce that we have completed the hiring process for the Deputy City Clerk position. Gabrielle Macaluso comes to us with wide range of municipal experience, most recently as the Communications Manager for the City of Clayton. Her first day will be Monday, Sept. 9.

**Revised ARB Guidelines**

- After meeting with ARB chair Jeff Fernhoff and members Reed Voorhees and John Falk on Aug. 21 to review the latest version of the guidelines, they requested that the guidelines be brought back to the full ARB Board for discussion due to the substantial number of edits. It will be on the agenda for their Sept. 11 meeting.

**Budget Presentation**

- Admin staff is continuing to work with department heads to revise and refine departmental goals and strategies, and we have started work on document layout.
- The goals and strategies section will also serve as an annual update for how each department is furthering the four strategic priorities adopted by the Board of Aldermen – infrastructure, staffing, financial planning, and communication.

**Parks and Rec Partnership Report**

- I have requested reports through Aug. 31 from the cities of Kirkwood and Webster Groves regarding our residents' usage of their respective recreation facilities. I hope to have an update for the Board by the Sept. 16 meeting.

**POLICE DEPARTMENT**

**Multi-year Strategic Plan**

- As part of the ongoing accreditation process, police department command staff are developing a multi-year strategic plan. The information in this plan is also being incorporated into the annual budget presentation described above.

**Professional Development**

- Chief Jeff Beaton and Capt. Bob Catlett attended an FBI National Academy Association Lunch meeting at the Spire offices in downtown St. Louis on Aug. 29.

## **FIRE DEPARTMENT**

See the attached report for a bi-weekly summary of the department runs.

### **Firefighter Life Safety Summit**

- Chief Silvernail and Assistant Chief Zaitz attended the 20th Anniversary of the Firefighter Life Safety Summit facilitated by the National Fallen Firefighter's Foundation (NFFF). The event was held over three days in downtown St. Louis, concentrating on the adoption and modification to the "16 Fire and Life Safety Initiatives" published by the NFFF. Fire services leaders from all over the country were in attendance.

## **PUBLIC WORKS DEPARTMENT**

Superintendent Terry Jones will be at the meeting Monday night to answer any questions about current or future projects.

### **Dwyer/Hillard Reconstruction Project**

- City crews backfilled yards with topsoil and installed sod along the north and south sides of the road between 914 and 954 Dwyer Ave.
- Spencer crews poured new concrete curbing and restored concrete driveways along the north and south sides of the road between 26 and 18 Hillard Rd. City crews then backfilled the concrete curbing and installed sod.
- Spencer crews excavated the north and south sides of the road between 10 and 2 Hillard Rd., set forms for concrete curbing and poured new concrete curbing.
- Spencer crews also made restorations to concrete driveways between 10 Hillard Rd. and N. Berry Rd. City crews then began backfilling the concrete curbing on Aug. 30, but the work was delayed to Sept. 3 due to the forecasted weekend weather.
- Spencer crews began making restorations to asphalt driveways along Dwyer Ave. between N. Sappington Rd. and Idlewild Rd.
- Spencer crews excavated the roadway edge along the north and south sides of the road between 18 and 10 Hillard Rd. Spencer crews then set concrete forms on Aug. 29 and poured new concrete curbing on Aug. 30.

### **E. Essex Ave STP Project**

- On Aug. 20, MoDOT provided Glendale a Notice of Concurrence allowing Glendale to award a Construction Contract to Jokerst Paving for the E. Essex Ave STP project.
- During the week of Aug. 26, Glendale and Kirkwood finalized an Intergovernmental Agreement outlining construction cost responsibilities between the two cities. The Agreement will be presented to Glendale's Board on Sept. 3 for approval, and to Kirkwood's Council on Sept. 5 for approval. Once approved, Glendale can then move forward with approving the Construction Contract.
- Also, during the week of Aug. 26, staff drafted a memo recommending Glendale approve a new Program Agreement with MoDOT to accept an inflationary adjustment which raises the Federal Aid amount available for construction of E. Essex Ave by \$170,509.00. This item will be presented to Glendale's Board for approval at the Sept. 3 meeting.

### **Jazzfest Preparations**

- The large banner that hangs over N. Sappington Rd at Highland Place and the three smaller banners that advertise the annual Jazzfest event have been taken to Fast Signs to have the dates and times of the event updated on the banners. These banners will be posted on Sept. 6.

### **N. Sappington Rd STP Project**

- Glendale and Lochmueller hosted a public engagement meeting on Aug. 20 and 22 from 5-7 p.m. At these meetings, all residents and business owners along N. Sappington Rd. were invited to view the Preliminary Plans (which when rolled out measured 34 feet) and ask project questions directly to project engineers and city staff. These meeting were well attended and appreciated by those who attended.

### **Stormwater Master Plan**

- Lochmueller is scheduled to deliver a revised version of the Stormwater Master Plan on Sept. 6 which will include two new projects.

### **Street Master Plan**

- City staff reviewed the second version of the Streets and Sidewalks Master Plan that Lochmueller delivered to the City on Aug. 23 and provided Lochmueller with a list of comments and requested changes to the plan. Lochmueller is scheduled to deliver the revised version that includes the requested changes on Sept. 6.

### **Venneman Ave Resurfacing**

- N.B. West crews applied a Nova Chip asphalt overlay to Venneman Ave between Brownell Ave. and E. Essex Ave. on Aug. 19. Following completion of the Dwyer/Hillard project, PW crews will return to Venneman Ave to apply sealant to the asphalt curbing, which will complete the project.

### **REMINDERS/UPCOMING EVENTS**

<b>Board of Aldermen Meeting</b>	Tuesday, September 3, 7 p.m.
<b>Architectural Review Board Meeting</b>	Wednesday, September 11, 7 p.m.
<b>Board of Aldermen Meeting</b>	Monday, September 16, 7 p.m.
<b>Jazzfest</b>	Friday, September 20