



**NOTICE OF PUBLIC MEETING
AGUST 18, 2025 – 7:00 P.M.
BOARD OF ALDERMEN MEETING
TENTATIVE AGENDA**

- I. MEETING CALLED TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. APPROVAL OF AUGUST 4, 2025 MINUTES
- V. CITIZEN COMMENTS
- VI. TREASURER’S REPORT
- VII. ORDINANCES FOR FIRST READING, SECOND READING AND FINAL APPROVAL
 - B15-25 AN ORDINANCE APPROVING A PRELIMINARY PLAT FOR THE CONSOLIDATION OF PROPERTIES LOCATED AT WESTBOROUGH COUNTRY CLUB
 - B16-26 AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM SUPPLMENTAL AGREEMENT IN ORDER TO RECONSTRUCT N. SAPPINGTON ROAD FROM MANCHESTER ROAD TO LOCKWOOD AVENUE
- VIII. RESOLUTIONS
 - R39-25 A RESOLUTION AUTHORIZING A CONTRACT WITH SUNSET FORD FOR EMERGENCY REPAIRS TO CITY FORD F-750 DUMP TRUCK
- IX. REPORTS
- X. ADJOURNMENT

Gabrielle Macaluso
Community Engagement Officer

Posted 10 a.m., August 15, 2025



MINUTES
BOARD OF ALDERMEN MEETING
August 4, 2025 –6:00 p.m.

CALL TO ORDER

A work session of the Board of Aldermen of the City of Glendale was held on Monday, August 4, 2025. Mayor Wilcox presided and called the work session to order at 6:00 p.m.

ROLL CALL

Aldermen Present

Aldermen Absent

Alderman Nauman
Alderwoman Volk
Alderwoman Capshaw Cushing
Alderwoman Lane
Alderwoman Fiordelisi
Alderman Stewart

Also present were: Frank Johnson, City Administrator; Jeff Beaton, Police Chief; Terry Jones, Public Works Superintendent; Police Captain, Bob Catlett; and Gabby Macaluso, Community Engagement Officer.

WORK SESSION

**DEMONSTRATION OF
NEW PERMITTING
SOFTWARE**

Ken Jenkins with My Government Online (MGO) presented to the Board of Aldermen how the permitting software works. He demonstrated the user interface of the portal from the perspective of the public and staff.

Mr. Jenkins focused his presentation on the code enforcement portion of the software to address the concerns and questions of the Board of Aldermen.

The Board asked how reports can be generated, if code enforcement tickets or issues can be shared amongst staff, and how customer support is provided. Mr. Jenkins addressed these questions in his demonstration. He also specified that public users can remain anonymous if they prefer when reporting a code enforcement issue.

ADJOURN

Moved by Alderwoman Volk, seconded by Alderwoman Lane and unanimously approved to adjourn the Board of Aldermen work session at 6:55 p.m.



MINUTES
BOARD OF ALDERMEN MEETING
August 4, 2025 –7:00 p.m.

CALL TO ORDER

A meeting of the Board of Aldermen of the City of Glendale was held on Monday, August 4, 2025. Mayor Wilcox presided and called the meeting to order at 7:00 p.m.

PLEDGE OF ALLEGIANCE

Mayor Wilcox led the Pledge of Allegiance.

ROLL CALL

Aldermen Present

Aldermen Absent

Alderman Nauman
Alderwoman Volk
Alderwoman Capshaw Cushing
Alderwoman Lane
Alderwoman Fiordelisi
Alderman Stewart

Also present were: Frank Johnson, City Administrator; Brian Malone, City Attorney; Jeff Beaton, Police Chief; Terry Jones, Public Works Superintendent;; Police Captain, Bob Catlett; and Gabby Macaluso, Community Engagement Officer.

APPROVAL OF AGENDA

Moved by Alderman Nauman, seconded by Alderwoman Lane, and unanimously carried, to approve the agenda as submitted.

APPROVAL OF MINUTES

Moved by Alderman Stewart, seconded by Alderwoman Lane, and unanimously carried, to approve the regular meeting minutes of July 21, 2025.

CITIZEN COMMENTS

There was no public comment.

RESOLUTIONS

R37-25 – Purchase of New Telephone System

Mayor Wilcox introduced Resolution 37-25, a resolution authorizing the purchase of a 3CX Enterprise Telephone system from Miken Technologies.

Mr. Johnson explained that staff is recommending the replacement and upgrade of the existing phone system at a cost of \$11,106. He noted that this expense is included in the capital improvement budget for FY26 and will include additional features over the existing system such as call forward to individual cell phones so employees can answer calls remotely. Captain Catlett explained that the system would be installed within 60 days.

Moved by Alderman Stewart, seconded by Alderwoman Capshaw Cushing and unanimously carried, to approve Resolution 37-25.

**R38-25 – Change Order
Approval for E. Essex Ave.
Street Improvement Project**

Mayor Wilcox introduced Resolution 38-25, a resolution approving Change Order No. 3 for the E. Essex Ave. Street Improvement Project.

Mr. Johnson explained that the contractor for the E. Essex Ave. project is requesting a change order to extend the official completion date of the project, which is now projected to be Sept. 10, 2025. He noted that in addition to the extreme weather that we have faced throughout the duration of the project, there have also been utility conflicts outside of the contractor's control that have delayed work. Mr. Jones stated that he and MoDOT have reviewed the request and find it to be justified.

Moved by Alderman Stewart, seconded by Alderwoman Lane and unanimously carried, to approve Resolution 38-25.

DISCUSSION

Additional 2026 Prop S Project

Mr. Jones presented alternative options for the Board of Aldermen to consider for the approximately \$834,000 that is now available following the Board's decision to remove the Alexandra sidewalk from the list of Prop S project. The decision to remove the sidewalk was based on strong opposition to the proposed sidewalk from Alexandra Ave. residents.

Mr. Jones' alternative options included constructing Type "S" curbing on Alexandra Ave., constructing rolled curb and gutters on Alexandra Ave., or constructing a stormwater improvement project identified in the City's Stormwater Master Plan.

He explained that if the Board would rather use the funds to build a stormwater improvement project, Project #P016 for Glenbrook Stormwater Storage would meet the criteria of the Prop S Bond issue. Projects funded by the bond must have a certain percentage of work completed within the boundaries of a roadway.

Alderman Stewart expressed a preference to save the available funds in case costs run higher on other projects funded by the bond. He noted that if the City finds that costs are in check by year three of the bond, the Board should then consider adding the stormwater project.

Alderwoman Lane clarified that Mr. Jones is asking if the Board wants to approve S Curbs, rolled curbs or no curbs. Mr. Jones confirmed that he needed that clarification at this time. Mr. Jones confirmed that an asphalt curb, which is what is planned for Alexandra Ave. if the Board doesn't decide to install a

different curb. He noted an asphalt curb as a life of 15-20 years and a concrete curb has a life that would be two or three times as long.

Alderman Volk expressed dislike for the S curb because of the curbing of cars as they attempt to park on the street.

Alderman Nauman agreed with Alderman Stewart about saving the funds in case costs run higher than anticipated. He said he prioritizes the Glenbrook stormwater project over the curb upgrades on Alexandra.

Alderman Volk asked if the Glenbrook project would be a bandaid or a real fix for stormwater issues. Mr. Jones noted that Lochmueller, the City's engineering firm, said that it would be a fix, especially as other drainage projects down stream occur.

Mr. Jones and Mr. Johns explained that the City needs to spend a majority of the bond's funds within the first three years of the bond, and all the funds need to be spent by the end of year five.

Alderman Fiordelisi preferred replacing the asphalt curbs on Alexandra Ave. with asphalt curbs and not upgrading them to a different type of curb. She felt the residents would not want a change in curb style.

The Board of Aldermen agreed that the approximately \$834,000 in available Prop S funds would be held back in case the other projects funded by the bond experience higher than expected costs. The members agreed that if enough funds were available later in the five-year life of the bond, an additional stormwater project would be considered.

City Hall Crosswalk

Mr. Johnson explained that as part of the N. Sappington Rd. preservation project, the City will be replacing the pedestrian crosswalk in front of City Hall and enhancing the stop signal. He noted that at a meeting on March 18, 2024, staff presented the Board with a proposal to relocate the crosswalk as part of this project, moving it to the entrance of the north parking lot, close to Fuhrmann Terrace, with the goal of providing better traffic flow and making it easier for police vehicles to exist the lot.

Mr. Johnson explained that Lochmueller subsequently created a design for moving the crosswalk, which would require construction of a new ADA ramp. Due to potential issues with requiring the necessary temporary easements for its construction, staff is now recommending leaving the crosswalk in its current position and is asking the Board to consider substituting the forced stop with a

pedestrian-activated flashing crosswalk system (similar to what is currently present on Kirkham Ave.).

Mr. Jones noted that there were three stops within a short distance—the stop sign in front of City Hall, the stop signal at the fire station, and the stop sign at the intersection of E. Essex Ave. and Sappington Rd. He also noted that the mid-block stop sign is unusual and unexpected, which may be why so many motorists do not stop at the sign.

Chief Beaton noted that it is difficult for police cars to exit the lower/north lot, especially turning left, with cars turning from Fuhrmann Terrace, and leaving and approaching the mid-block stop sign.

The Board of Aldermen discussed public safety, ease of leaving City Hall’s lower/north parking lot, and traffic speed. The members were split on their preference to keep the stop sign or replace it with a pedestrian-activated flashing crosswalk system.

Due to the differing opinions, Mayor Wilcox requested a voice vote.

Alderman Nauman made a motion to keep the full stop sign in front of City Hall on Sappington Road. This motion was seconded by Alderwoman Fiordelisi.

The vote thereon was as follows:

Alderman Nauman	“Aye”
Alderwoman Volk	“No”
Alderwoman Capshaw Cushing	“Aye”
Alderwoman Lane	“Aye”
Alderwoman Fiordelisi	“Aye”
Alderman Stewart	“No”

The motion passed with a vote of 4 Aye, 2 Nay, 0 Absent.

In voting against the motion, Alderpersons Volk and Stewart expressed support for the pedestrian-activated flashing crosswalk system as they thought it would be more effective in making cars stop and using more caution when approaching pedestrians actively crossing or attempting to cross the street.

Alderpersons Nauman, Capshaw Cushing, Lane, and Fiordelisi, as well as Mayor Wilcox, viewed the stop sign as the most effective means of ensuring pedestrian safety, slowing traffic, and protecting patrons of the businesses across the street from City Hall.

REPORTS

Mr. Johnson noted that the zoning code update is still being refined.

Mr. Johnson noted that the next steering committee meeting would be on August 12th. He explained that he would like to schedule a Board of Aldermen work session on September 8th or 22nd to have the Board weigh in on the goals and priorities of the master planning efforts and zoning code updates. He noted that more details would follow.

Mr. Johnson said that the final development plan for the proposed new coffee shop at 415 N. Sappington would be reviewed by the Plan Commission on August 13th.

Mr. Johnson noted that in the aftermath of the three water main breaks on Berry Road in one week, Missouri American Water shared that a water main replacement planned for Berry Road in 2027 may be moved up to 2026.

He reminded the Board of the following items:

- Construction on E. Essex Ave. is wrapping up.
- The City's Request for Qualifications for a new City Engineer closes on August 11th.
- The Fire Department is interviewing to fill the entry level firefighter position opened by the promotions within the department.
- The Stormwater Open House is scheduled for August 11th.
- The Employee Picnic is scheduled for August 15th at 12:30 p.m

ALDERMEN COMMENTS

Alderman Stewart thanked Mr. Jones for having Missouri American water come out and clean the sidewalks after the water main break.

Alderwoman Lane expressed concerns that the Kirkwood Aquatics Board is hesitant to pay for pool maintenance of their aquatics facility that the City of Glendale has a special use agreement allowing use and resident rates for Glendale residents. Mayor Wilcox noted that the City of Kirkwood is doing a survey about the pool facility. Mr. Johnson said he would reach out the City of Kirkwood to explore the matter.

Alderwoman Lane also noted that she and Alderwoman Volk were approached by a resident concerned about drivers not stopping at the stop sign located at Idlewild and Chelsea. Alderwoman Lane suggested making Idlewild a one-way street. Mr. Jones and Chief Beaton said they looked at the street and suggested painting the word STOP on the street and trimming the hedgerow to make sure the sign is visible. They would also look into making the street one-way. Mayor Wilcox and Alderman Stewart expressed concerns for the residences with driveways located on Idlewild and would like residents to be surveyed before changing the street to being one-way.

Alderman Nauman thanked Mr. Johnson for the software presentation and expressed excitement that Jazz Fest was only 46 days away.

**EXECUTIVE SESSION
(CLOSED)**

Moved by Alderman Stewart, seconded by Alderwoman Lane to adjourn to Executive Session in accordance with Section 610.021(2) for the purpose of dealing with matters relating to any documents and information pertaining to a negotiated contract until a contract is executed.

The vote thereon was as follows:

Alderman Nauman	“Aye”
Alderwoman Volk	“Aye”
Alderwoman Capshaw Cushing	“Aye”
Alderwoman Lane	“Aye”
Alderwoman Fiordelisi	“Aye”
Alderman Stewart	“Aye”

ADJOURN

Moved by Alderwoman Lane, seconded by Alderman Stewart and unanimously approved to adjourn the Board of Aldermen public meeting at 8:15 p.m.



Internal Memorandum

Office of the City Administrator

**To: Honorable Mayor Mike Wilcox
 Members of the Board of Aldermen**

**From: Frank Johnson, City Administrator
 Steve Chamberlin, City Treasurer & Dan Lawrence, Finance Officer**

Subject: July Treasurer's Report

Date: August 14, 2025

Cash and Investment Balances:

The City's cash position remains stable through the end of July with a cash and investment balance as of July 31, 2025, of \$5,399,788. Of this figure, \$4,980,591 is available for operations of the city. A month ago, the figure was \$4,992,158 with a comparable number on July 31, 2024, of \$4,683,892.

The decrease in funds available for operations during July is normal due to low collection of property tax bills (\$3,894), and Capital Improvement outflows for E. Essex construction fees of \$229,973 of which \$171,077 was reimbursed late July. Other large payments during July included semi-annual work comp and liability payment of \$114,374, annual property insurance of 65,474, and new roof for PW facility of \$35,000. Cash flow was assisted by trash collections of \$207,694.

The City's cash and investment position increases in December and January and generally declines from February through November as a normal occurrence until property tax collections start back up again in December.

General Fund Revenues and Expenditures:

During the month of July, the General Fund received \$382,275 in revenues and had \$704,643 in expenditures causing a monthly deficit of \$322,368. A year ago, the figures were \$377,213 in revenues and \$597,838 in expenses for a deficit of \$220,625. Please see below for further details as well as the enclosed all funds totals document.

REVENUES

General Fund	July-25		Year to Date	
	2025	2024	2025	2024
Property Taxes	1,474	1,481	1,474	1,481
Sales Tax	103,895	96,153	103,895	96,153
Gross Receipts-Electric	30,423	33,278	30,423	33,278
Gross Receipts-Telephone	7,594	7,338	7,594	7,338
Gross Receipts-Gas	9,892	10,387	9,892	10,387
Gross Receipts-Water	19,478	21,651	19,478	21,651
Local Option Use Tax	26,272	25,369	26,272	25,369
Court Revenues	2,781	4,081	2,781	4,081

EXPENDITURES

General Fund	July-25		Year to Date	
	2025	2024	2025	2024
Administration	85,281	69,500	85,281	69,500
Court	10,557	10,342	10,557	10,342
Police Department	244,239	212,746	244,239	212,746
Fire Department	275,437	230,421	275,437	230,421
Public Works	89,129	74,829	89,129	74,829

Notes:

- July 2025 expenses in Administration higher by approximately \$16,000 compared to July 2024 due to increases in insurance and personnel.
- General insurance expense across all four departments was increased by \$71,717. Most of this will reverse itself as last year some of the bills were coded into August but the rates did increase substantially, especially for vehicle insurance.
- Expenses were higher in Public Works for July compared to last year by approximately \$15,000 mostly due to extra full-time employee.

Pension Fund Revenues and Expenditures:

The City's contribution to the Fire and Police Pension Fund is funded by property tax, which for FY 2025 is budgeted to generate \$580,000. This is substantially greater than FY 2020 and earlier year figures of approximately \$135,000 as the passage of Prop E during the June 2020 election will greatly increase the property tax revenues available to the Pension Plan. All full-time employees have been enrolled in the MO Lagers plan as of January 1, 2021. The employee (4% of salary) and City contributions (various rate depending on department) are paid monthly to MO Lagers. For July, the employee withholding was \$12,193 with a City contribution of \$37,662. On April 1, 2021, MO Lagers took over the legacy portion of the Glendale retirement plan for retirees as well. The underfunded balance in the legacy portion of the plan is paid through semi-annual payments of \$118,728 beginning May 1, 2021. Also beginning January of 2021, transfers to the General Fund from the Pension Fund are recorded for the Police and Fire portion of the City Lagers expense.

The Pension Fund's assets held at PNC of \$5,540,348 was transferred to MO LAGERS on March 9, 2021.

Park and Stormwater Revenues and Expenditures:

The ½ cent Park and Stormwater sales tax (collected on a point-of-sale basis) typically generates approximately \$175,000 a year. Of this amount, \$120,000 was budgeted to pay for the annual maintenance expense for Glendale's portion of the Aquatic Center for 2023 and 2026 as well as additional costs of \$14,500 for an expanded parks and recreational agreement with the City of Kirkwood and Webster Groves. The annual transfer budgeted for FY 2026 of \$60,000 to the Capital Improvement Fund for the stormwater portion of street projects in the CIP Fund occurred in June. July Sales tax revenue received was \$17,898 compared to \$13,051 for July 2024.

Capital Improvement Fund Revenues and Expenditures:

The Capital Improvement Fund has four sources of funding – a ½ cent sales (collection based on population) as well as a portion of the Fire Safety sales tax, transfers from the Park and Storm water Fund, occasional sales of surplus equipment, and grant revenue from STP street projects. Through one month of the fiscal year sales tax revenue is \$47,072 compared to \$44,253 for the prior year. There was one significant Capital Improvement Fund expenditures during July and it is listed below.

- New computers for all departments-\$25,111

\$1,000 to \$5,000 Purchases:

There were 4 items that fell into this category during July 2025, and they are listed below.

- Vandalia Bus LinesRevize-\$1,700 Shuttle service for Jazzfest.
- Mr. Appliance-\$1,135 Oven/Range repair in Fire Department.
- Target Solutions-\$1,840 Online training for Fire Department.
- Sherwin Williams-\$3,330 Paint sprayer for PW.

If you have any questions regarding this report, please let me know. Thank you.

Cash and Investments	Balance		
	31-Jul-25	30-Jun-25	Change
General Fund	4,980,591.00	4,992,158.00	(11,567.00)

General Fund	July-25		Year to Date	
	2025	2024	2025	2024
Revenues	382,274.91	377,212.53	382,274.91	377,212.53
Expenses	704,643.09	597,838.25	704,643.09	597,838.25
Surplus(Deficit)	(322,368.18)	(220,625.72)	(322,368.18)	(220,625.72)

Sewer Lateral Fund	July-25		Year to Date	
	2025	2024	2025	2024
Revenues	9,483.67	9,421.21	9,483.67	9,421.21
Expenses	8,330.00	5,125.00	8,330.00	5,125.00
Surplus(Deficit)	1,153.67	4,296.21	1,153.67	4,296.21

Sanitation Fund	July-25		Year to Date	
	2025	2024	2025	2024
Revenues	75,153.53	56,094.54	75,153.53	56,094.54
Expenses	74,386.37	56,411.22	74,386.37	56,411.22
Surplus(Deficit)	767.16	(316.68)	767.16	(316.68)

Pension Fund	July-25		Year to Date	
	2025	2024	2025	2024
Revenues	982.12	989.07	982.12	989.07
Expenses	56,658.10	50,156.06	56,658.10	50,156.06
Surplus(Deficit)	(55,675.98)	(49,166.99)	(55,675.98)	(49,166.99)

Prop P Fund	July-25		Year to Date	
	2025	2024	2025	2024
Revenues	34,360.30	33,633.50	34,360.30	33,633.50
Expenses	33,333.33	34,166.66	33,333.33	34,166.66
Surplus(Deficit)	1,026.97	(533.16)	1,026.97	(533.16)

Parks and Stormwater Fund	July-25		Year to Date	
	2025	2024	2025	2024
Revenues	17,897.90	13,051.07	17,897.90	13,051.07
Expenses	76,532.65	0.00	76,532.65	0.00
Surplus(Deficit)	(58,634.75)	13,051.07	(58,634.75)	13,051.07

Capital Improvement Fund	July-25		Year to Date	
	2025	2024	2025	2024
Revenues	47,071.52	44,253.29	47,071.52	44,253.29
Expenses	32,102.42	14,594.84	32,102.42	14,594.84
Surplus(Deficit)	14,969.10	29,658.45	14,969.10	29,658.45

Debt Services Fund	July-25		Year to Date	
	2025	2024	2025	2024
Revenues	1,104.99	1,120.93	1,104.99	1,120.93
Expenses	300.00	0.00	300.00	0.00
Surplus(Deficit)	804.99	1,120.93	804.99	1,120.93

Prop S Fund	July-25		Year to Date	
	2025	2024	2025	2024
Revenues	10,155,914.62	0.00	10,155,914.62	0.00
Expenses	20,900.00	0.00	20,900.00	0.00
Surplus(Deficit)	10,135,014.62	0.00	10,135,014.62	0.00

AN ORDINANCE APPROVING A PRELIMINARY PLAT FOR THE CONSOLIDATION OF PROPERTIES LOCATED AT WESTBOROUGH COUNTRY CLUB

WHEREAS, the City of Glendale, Missouri, has received an application from Westborough Country Club for the consolidation of multiple adjacent parcels of land located southwest of the intersection of Berry Road and Lockwood Avenue, currently addressed as 631 S. Berry Rd., to be readdressed as 1320 W. Lockwood Ave. following planned construction; and

WHEREAS, the proposed consolidation will combine all Westborough Country Club–owned parcels within the project area into a single parcel, as shown on the preliminary plat prepared by Thouvenot, Wade & Moerchen, Inc., dated July 17, 2025; and

WHEREAS, the Plan Commission of the City of Glendale has reviewed said preliminary plat in accordance with the Subdivision Regulations of the City and has recommended approval; and

WHEREAS, the Board of Aldermen finds that the proposed consolidation is consistent with applicable zoning, subdivision, and land-use regulations, will simplify property boundaries, and will not adversely affect the public health, safety, or welfare.

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

SECTION ONE: The preliminary plat entitled *Westborough Country Club Preliminary Plat*, prepared by Thouvenot, Wade & Moerchen, Inc., dated July 17, 2025, consolidating the parcels identified as St. Louis County Locator Numbers 23L120104, 23L120012, 23L110240, and 23L110121 into a single parcel, is hereby approved.

SECTION TWO: Approval of the preliminary plat is subject to the applicant’s compliance with all applicable ordinances of the City of Glendale and laws of the State of Missouri, as well as any conditions imposed by the Plan Commission and the Board of Aldermen.

This Ordinance read two times and passed and approved this 18th day of August, 2025.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk



424 N. Sappington Road Glendale, Missouri 63122 (314) 965-3600 fax (314) 965-4772 www.glendalemo.org

RESIDENTIAL APPLICATION FOR SUBDIVIDING PROPERTY, CONSOLIDATING PROPERTY or BOUNDARY ADJUSTMENTS

R1 SINGLE-FAMILY DWELLING DISTRICT; R2 SINGLE-FAMILY DWELLING DISTRICT

(Preliminary Plats)

INFORMATION CONCERNING APPLICANT

Applicant hereby submits the following information concerning the use or development proposed:

Please specify if a subdivision or consolidation of property is being requested, and provide a description of the property's location (address and legal description):

CONSOLIDATION OF PROPERTIES. Multiple adjacent parcels all located to the southwest of the intersection of Berry Road and West Lockwood Avenue that comprise the Westborough Country Club. The Club's current address is: 631 S. Berry Road. The Club will be changing its mailing address to 1320 W. Lockwood Ave. after current planned construction.

LOCATOR NUMBERS: 23L120104, 23L120012, 23L110240, 23L110121.

This subdivision, consolidation, or boundary adjustment is for the purpose of:

Consolidating multiple parcels of adjacent land owned by the Westborough Country Club into a single parcel.

Name of Applicant: Westborough Country Club

Represented by (if Applicant is a business entity): James Capek Title: Chief Operating Officer

Full Address: c/o Westborough Country Club 631 S Berry Rd Phone #: 314-968-5333

St. Louis, MO 63122 Cell #: 847-624-7626

Name of Property Owner: Westborough Country Club

Full Address: 631 S. Berry Road Phone #: 314-968-5333

St. Louis, MO 63122 Cell #: _____

Submission Requirements

- Eight (8) copies of a preliminary plat of the proposed development must be drawn to scale and with reasonable accuracy.
- An engineer scale of 1" equals 60' or smaller must be used.
- One (1) electronic copy of entire set of plans must be included with the application.
- The filing deadline for the Planning and Zoning Commission is at least fourteen (14) days prior to the regular meeting date.
- Payment of the \$25.00 application fee.

The following information must be on the subdivision or boundary plat. Place a checkmark beside each item to indicate its inclusion on the preliminary plat.

Preliminary Plat

- Name and address of developer and firm or engineer making plat.
- North point, scale, and date.
- Location of property being subdivided by Block, Section, U.S. Survey, Congressional Township Lines, with names and boundaries of adjoining subdivisions or owners of unsubdivided properties inclusive of boundary lines of any incorporated areas within or adjoining the subdivision.
- Streets and alleys abutting the property or connections to other streets bordering the property with the type and width of existing paving together with the location of existing structures, rights-of-way, and easements with their widths.
- Contours at five (5) feet or less intervals on subdivisions containing more than two (2) acres.
- Water courses, sink holes, tree masses and other similar and existing features together with existing storm and sanitary sewers within the tract and similar facts regarding existing conditions on property immediately adjacent thereto.
- Proposed location and width of streets or alleys with type and width of proposed paving together with proposed easements for utilities, storm and sanitary sewers and approximate locations of catch basins.
- Proposed location of lots giving scaled dimensions of all sides and approximate area of all irregularly shaped lots with proposed building lines. Corner lots shall have extra width to provide for building lines on both front and side streets with special consideration given to lots that abut major thoroughfares.
- Proposed dedications, inclusive of corner roundings, widening strips and any proposed parks.

Representation Concerning Compliance with Laws

I, the undersigned, have read this application in its entirety and the information contained herein is true, and correct and complete to the best of my knowledge, information, and belief. I hereby represent that the property and the activities proposed to be conducted thereon do not and will not violate any ordinance of the city of Glendale or the laws of the State of Missouri. Applicant acknowledges that failure to truthfully complete this application or failure to comply with all laws may result in revocation of relevant approvals or permits.

Signature of Applicant: James F Capek Date: 07/22/25
Print Name: James Capek Title: Chief Operating Officer

Verification by Owner

If the application is submitted on behalf of an owner of property or by a tenant for property owned by a person or entity other than the tenant, the owner must verify that the owner has read the application and consents to its review and possible approval by the City.

The undersigned hereby acknowledges that she or he has read the application, understands that the application seeks a subdivision of property, and consents to submission to the City of Glendale and possible approval of same.

Signature of Owner: _____ Date: _____

Print Name: _____ Phone # _____

*****For Office Use*****

Amount Paid: \$ _____ Date Received: _____

WESTBOROUGH COUNTRY CLUB PRELIMINARY PLAT

PART OF SECTION 6, TOWNSHIP 44
NORTH, RANGE 6 EAST
CITY OF GLENDALE AND
CITY OF OAKLAND
ST. LOUIS COUNTY, MISSOURI



TWM
CONSULTING ENGINEERING
GEOSPATIAL SERVICES

ILLINOIS SWANSEA
COLUMBIA
GLEN CARBON
PEORIA
DECATUR

MISSOURI ST. LOUIS
COLUMBIA

TENNESSEE NASHVILLE
CHATTANOOGA
ATHENS

THOUVENOT, WADE & MOERCHEN, INC.

SWANSEA OFFICE
4940 OLD COLLINSVILLE RD.
SWANSEA, ILLINOIS
62226-2025
TEL (618) 624-4488
WWW.TWM-INC.COM

PROF. LICENSE	NUMBER
IL. PROF. DESIGN FIRM	184-001220
IL. PROF. ENGR. CORP.	62-035370
IL. PROF. STR. ENGR. CORP.	81-005202
IL. PROF. LAND SURV. CORP.	048-000029
KS. PROF. ENGR. FACILITY	E-3256
MO. PROF. ENGR. CORP.	001528
MO. LAND SURVEYING CORP.	000346
TN. PROF. ENGR. FIRM	8974

SEAL

SIGNATURE:
DATE SIGNED:
LICENSE EXPIRATION:

ISSUED FOR REVIEW
JULY 17, 2025

REV.	DATE	DESCRIPTION
△		
△		
△		
△		
△		

DRAWN BY:
DESIGNED BY:
CHECKED BY:
APPROVED BY:
PROJECT NO:

CDK
NTS
MJM
241115

PROJECT:

WESTBOROUGH COUNTRY CLUB
631 SOUTH BERRY ROAD
CITY OF GLENDALE AND OAKLAND
ST. LOUIS COUNTY, MISSOURI

TITLE:

PRELIMINARY PLAT
NORTHEAST SITE

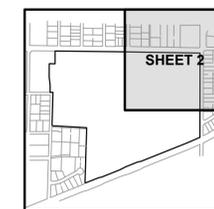


EXISTING LINE TYPE LEGEND

- BOUNDARY LINE
- CENTER LINE
- CITY LIMITS LINE
- 620 CONTOUR LINE (10 FOOT MAJOR)
- 618 CONTOUR LINE (2 FOOT MINOR)
- LOT LINE
- RIGHT OF WAY LINE
- SAN SANITARY LINE
- STORM CULVERT/LINE

PROPOSED LINE TYPE LEGEND

- 625 CONTOUR LINE (5 FOOT MAJOR)
- 624 CONTOUR LINE (1 FOOT MINOR)
- STORM SEWER LINE



MATCHLINE - SEE SHEET 1

MATCHLINE - SEE SHEET 4

P:\2024\241115\4 CAD - DWG\4.1 Comm\241115\Westborough CC-Preliminary Plat.dwg Plotted By: dbechner

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM SUPPLEMENTAL AGREEMENT IN ORDER TO RECONSTRUCT N. SAPPINGTON ROAD FROM MANCHESTER ROAD TO LOCKWOOD AVENUE

WHEREAS, the City of Glendale has successfully applied for a grant from the Federal Highway Administration and the Missouri Department of Transportation for resurfacing and repair of ADA curb ramps, concrete curb and gutter, and sidewalk on North Sappington Road from Manchester Road to Lockwood Avenue; and

WHEREAS, the Board of Directors of the East-West Gateway Council of Governments has approved inclusion of the Sappington Road Project in the FY 2025-2028 Transportation Improvement Program; and

WHEREAS, to receive federal funds under this program it was necessary for the City to enter into a Surface Transportation Urban Program agreement with the Missouri Highways and Transportation Commission on February 21, 2022 with ordinance B02-22; and

WHEREAS, the project requires acquiring more ROW than originally estimated, thereby extending the overall time needed to complete the ROW acquisition, and the Commission and The City now desire to revise 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 City of Glendale hereby approves entering into a Supplemental Agreement with the Missouri Highways and Transportation Commission in the amount of 80% of the cost of engineering and construction for resurfacing and repair of ADA curb ramps, concrete curb and gutter, and sidewalk on North Sappington Road from Manchester Road to Lockwood Avenue and pledges to appropriate the necessary local funds to proceed with the project.

SECTION TWO:

The City shall, and the Mayor and other appropriate officers, agents, and employees of the City are hereby authorized and directed to execute an STP-Urban Program Agreement with the Missouri Highways and Transportation Commission related to North Sappington Road from Manchester Road to Lockwood Avenue Project STP-5568(604). 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.

This Ordinance Passed and Approved this 18th day of August, 2025.

Mike Wilcox
Mayor

ATTEST:

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-5568(604)

CFDA Number: CFDA #20.205
CFDA Title: Highway Planning and Construction
Award name/number: STBG-5568(604)
Award Year: 2023
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 March 7, 2022, the Commission and the City previously entered into a STP (currently, Surface Transportation Block Grant (STBG) Program Agreement as to public improvements designated as STP-5568(604) (Agreement number 2021-12-67153), for the resurfacing, curb and gutter, replace crosswalks and upgrade curb ramps/signals/signs to ADA standards on Sappington Road from Manchester Road (Route 100) to Lockwood Drive., (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 (3) REASONABLE PROGRESS POLICY of the Original Agreement is hereby removed and replaced with the following:

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

the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City.

(2) 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 (USDOT) 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.

(3) REVISION: Exhibit B – Project Schedule of the Original Agreement is hereby removed and replaced with the revised Exhibit B – required Project Schedule attached to this Supplemental Agreement.

(4) 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 Supplemental Agreement.

(5) 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

Title: _____

By _____
Title: _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title: _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title: _____

Ordinance No.: _____

_Exhibit B – Project Schedule

Project Description: STP-5568(604) Sappington Road

PROJECT DEVELOPMENT SCHEDULE			
<i>Note: many stages can occur concurrently.</i>			
Activity Description	Start Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2021	10/2021	1
Execute agreement (project sponsor and DOT)	05/2022	07/2022	3
Engineering services contract submitted and approved*	08/2022	10/2022	3
Obtain environmental clearances (106, CE2, T&E, etc.)	10/2022	08/2023	11
Public meeting/hearing	05/2023	05/2023	1
Develop and submit preliminary plans	10/2022	05/2023	8
Preliminary plans approved	06/2023	06/2023	1
Develop and submit right-of-way plans	05/2023	07/2023	3
Review and approval of right-of-way plans	08/2023	08/2023	1
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	08/2023	10/2023	3
Right-of-way acquisition	10/2023	05/2024	8
Utility coordination	10/2022	07/2024	22
Develop and submit PS&E	08/2023	07/2024	12
District approval of PS&E/advertise for bids*	08/2024	10/2024	3
Submit and receive bids for review and approval	10/2024	11/2024	2
Project implementation/construction	12/2024	09/2025	10
* Finish date must match fiscal year for each milestone shown in bold text.			

Revised Project Schedule Current – Action Complete – Answer yes or no. If no, complete the Revised Deadline section Revised Deadline – show proposed schedule only for milestones not yet reached	<u>Current</u>	<u>Revised Deadline</u>	
	<u>Action Complete</u> <u>Yes/No</u>	<u>Start Date</u> <u>(MO/YR)</u>	<u>Finish Date</u> <u>(MO/YR)</u>
Receive Notification Letter	Yes		
Execute Agreement (Project sponsor & MoDOT)	Yes		
Engineering Services Contract Submitted & Approved	Yes		
Obtain Environmental Clearances	Yes		
Public Meeting/Hearing	Yes		
Preliminary Plans Approved	Yes		
Develop and Submit Right-of-Way Plans	Yes		
Review and Approval of Right-of-Way Plans	Yes		
Right-of-Way Acquisition	No	11/24	09/25
Coordination with Utilities	No	05/24	12/25
Develop and Submit PS&E	No	09/24	09/25
District Approval of PS&E/Advertise for Bids	No	10/25	12/25
Right of Way Clearance (Submitted/Approved)	No	10/25	11/25
Submit and Receive Bids for Review and Approval	No	12/25	01/26
Project Implementation/Construction	No	03/26	10/26

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

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

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

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

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. 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, 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 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](#).

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.

A RESOLUTION AUTHORIZING A CONTRACT WITH SUNSET FORD FOR
EMERGENCY REPAIRS TO CITY FORD F-750 DUMP TRUCK

WHEREAS, the City of Glendale owns a 2017 Ford F-750 dump truck and the rear brakes on such truck have worn to the point that the ABS (Automatic Braking System) warning light is illuminated on the dashboard; and

WHEREAS, there are only two Ford service centers in the St. Louis area that offer dealer-level service for F-750 vehicles, and one of these service centers requires the truck to be on the lot to be in the queue before diagnosis of the mechanical issues can begin; and

WHEREAS, Sunset Ford, which is a Ford service center that offers dealer-level service for F-750 vehicles, inspected the truck and has provided an estimate of \$8,113.47 to replace the rear brakes on the truck; and

WHEREAS, Section 130.070(B) of the Code of Ordinances provides that emergency work or repair requiring prompt attention to public improvements may be procured in accordance with Section 130.060, which provides for open market purchases, subject to approval by the Mayor; and

WHEREAS, the City has determined that the repair of the rear brakes on the City's Ford F-750 dump truck constitutes emergency work as contemplated by Section 130.070(B) and therefore finds it is in the best interest of the City to enter into an agreement with Sunset Ford to perform such repairs in substantial compliance with the terms on the quote attached hereto as Exhibit A.

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

SECTION ONE: The Board of Aldermen of the City of Glendale, Missouri, hereby approves the performance of emergency brake repairs by Sunset Ford to the City's Ford F-750 dump truck at a cost of \$8,113.47 based on the quote attached hereto as Exhibit A.

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

This Resolution Passed and Approved this 18th Day of August, 2025.

Michael A. Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/City Clerk

Exhibit A

SUNSET FORD

(314) 467-1222

<http://WWW.SUNSETFORD.COM>

Quote # 393

Last Updated: 08/14/25

Estimate for A/C repair

Customer:
CITY OF GLENDALE

Vehicle:
2017 Ford Truck F 750 Super Duty V10-6.8L

Type	Description	Part #	Qty/Hrs	Price/Rate	Extended
Part	NUT AND WASHER ASY - HEX.	W717813S442	24.0	\$8.43	\$202.32
Part	BOLT - HEX.HEAD	W304106	20.0	\$36.91	\$738.20
Part	WASHER - FLAT	W304105	20.0	\$16.54	\$330.80
Part	BOLT - FLANGED HEX.	W700389S439	4.0	\$5.40	\$21.60
Part	DUST SHIELD	FC4Z 2K004A	2.0	\$119.04	\$238.08
Part	NUT - WHEEL	F1HZ 1012A	20.0	\$7.59	\$151.80
Part	HOSE ASY - BRAKE	FC4Z 2282E	1.0	\$175.16	\$175.16
Part	HOSE ASY - BRAKE	FC4Z 2282G	1.0	\$173.10	\$173.10
Part	BOLT AND WASHER ASY - HEX.HEAD	W717737S439	12.0	\$9.80	\$117.60
Part	- ROTOR ASY	FC4Z 1125D	2.0	\$337.67	\$675.34
Part	CALIPER ASY - BRAKE	LC4Z 2B120B	1.0	\$1,315.55	\$1,315.55
Part	CALIPER ASY - BRAKE	LC4Z 2B121B -	1.0	\$1,508.77	\$1,508.77
Part	SEAL	FC4Z 1S175B	2.0	\$159.41	\$318.82
Part	GASKET - REAR AXLE SHAFT	FC4Z 1001B	2.0	\$37.33	\$74.66
Part	- OIL - REAR AXLE	XY 75W140QL	6.0	\$36.00	\$216.00
Part	ADHESIVE	TA 26	1.0	\$7.87	\$7.87
FlatFee	REPLACE REAR BRAKE PADS AND ROTORS, HARDWARE, BACKING PLATES, CALIPERS, BRAKE LINES,		1.0	\$1,680.00	\$1,680.00
FlatFee	BRAKE FLUID FLUSH		1.0	\$167.80	\$167.80

Parts Total: \$6,265.67
Labor Total: \$0.00
Others Total: \$1,847.80
Parts Tax: \$0.00
Labor Tax: \$0.00

Total: \$8,113.47

- = 2B120
- ▲ = 2001
- = 2C026

