



**Agenda
Kirkwood City Council
City Hall
Council Chambers
139 South Kirkwood Road
Kirkwood, MO 63122
Thursday, October 19, 2023, 7:00 p.m.
Posted on October 17, 2023**

- I. PLEDGE OF ALLEGIANCE**
- II. ROLL CALL**
- III. INTRODUCTIONS AND RECOGNITIONS - NONE**
- IV. PRESENTATIONS - NONE**
- V. PUBLIC HEARINGS - NONE**
- VI. PUBLIC COMMENTS – 3 MINUTE LIMIT PER PERSON**

The Public Comments portion of the meeting is an opportunity for the City Council to listen to comments from citizens. It is not a question and answer session and the City Council will not respond to comments or answer questions during this period. The Mayor may refer any matter brought up to the City Council to the Chief Administrative Officer or City Clerk if action is needed.

VII. CONSENT AGENDA

All items within the Consent Agenda will be enacted by one motion of the Council with no separate discussion. If separate discussion is desired, that item may be removed from the Consent Agenda and placed on the Regular Agenda by request of a member of the City Council. The expenditures listed in the consent agenda are items already approved in the current city budget.

- a) Approval of the October 5, 2023 Council Meeting Minutes
- b) Resolution 113-2023, accepting the bid of Imperial Bag & Paper Co. at the rates provided in the bid tab sheet for paper products for the Warehouse Division on an as needed basis, for an initial term of 12 months with the option to renew for up to four additional 12 month terms, pending budgetary approval, and authorizing and directing the Mayor to enter into a contract

VIII. UNFINISHED BUSINESS

- 1. Bill 11002, amending the provisions of the Municipal Code of Ordinances, Appendix D – Industrial Development Authority, regarding requirements for Directors
- 2. Bill 11003, appropriating \$27,714 from the Equitable Sharing Fund Balance to the Police Department Rolling Stock Account, accepting the bid of Polaris Sales, Inc. in the amount of \$27,713.64 (pursuant to Sourcwell Cooperative Contract) for the purchase of a Polaris Ranger Crew XP 1000 for the Police Department and authorizing and directing the Director of Procurement to issue a Purchase Order



3. Bill 11004, authorizing and directing the Mayor to enter into a Missouri Highways and Transportation Commission Transportation Enhancements Funds Program Agreement for the TAP-5502(616) Grant's Trail Extension Phase I Project

IX.

NEW BUSINESS

1. Bill 11006, appropriating \$25,000 from the Equitable Sharing Fund Balance to the Police Department Training Account for training for the Police Department
2. Bill 11007, appropriating \$63,100 from the Equitable Sharing Fund Balance to the Police Department Professional Services Account for the Police Department
3. Resolution 114-2023, accepting the bid of Fletcher-Reinhardt in the amount of \$36,980.52 for the purchase of six potential transformers for the Sugar Creek Substation the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order
4. Resolution 115-2023, accepting the bid of Electrorep Energy Products in the amount of \$27,000 for the purchase of Outdoor 38kV 1200A Manually Operated Disconnect Switches and Accessories for the Sugar Creek Substation the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order
5. Resolution 116-2023, accepting the single source proposal of Avail Switchgear Systems in the amount of \$23,700 for a total not to exceed amount of \$1,795,845 for additional switchgear terminal blocks and test switches for the Sugar Creek Substation for the Electric Department and authorizing and directing the director of Procurement to issue an amended Purchase Order
6. Resolution 117-2023, accepting the proposal of Schaeffer Electric Company, Inc. at the rates provided in the bid tab sheet for Electrical Services and Support for the City of Kirkwood, on an as needed basis, for an initial term of 12 months with the option to renew for up to four additional 12 month terms, pending budgetary approval, and authorizing and directing the Mayor to enter into a contract
7. Resolution 118-2023, accepting the bid of Jokerst Paving in the amount not to exceed of \$969,338.35 (which includes a contingency of \$125,000) for the Longview Boulevard Improvements Project for the Engineering Department and authorizing and directing the Mayor to enter into a contract
8. Resolution 119-2023, amending the contract with Crawford, Murphy, and Tilly, Inc. by increasing the amount by \$169,642.76 (which includes a contingency of \$10,000) for a total not to exceed amount of \$389,424.76 for Construction Engineering Services for the STP-5502(609) Geyer Road Resurfacing Phase II Project and authorizing and directing the Mayor to enter into an amended contract
9. Resolution 120-2023, accepting the bid of Raineri Construction in the not to exceed amount of \$1,902,721.27 (which includes a contingency of \$172,974.66) for the Federal Project STP-5502(609) Geyer Road Phase II Project and authorizing and directing the Mayor to enter into a contract
10. Resolution 121-2023, accepting the proposal of ETC Institute in the amount not to exceed of \$21,500 for a single City of Kirkwood community survey and authorizing and directing the Mayor to enter into a contract
11. Resolution 122-2023, determining the intent of the City of Kirkwood, Missouri, to reimburse itself for certain Capital expenditures with the proceeds of City's certificates of participation; and engaging the services of WM Financial Strategies, as Municipal Advisor, and Gilmore & Bell, P.C., as Special Tax Counsel, in connection with the delivery thereof



- X. **CONSENT AGENDA ITEMS FOR DISCUSSION (IF ANY)**
- XI. **CITY COUNCIL REPORTS**
- XII. **CHIEF ADMINISTRATIVE OFFICER REPORTS**
- XIII. **CITY ATTORNEY REPORTS**
- XIV. **CITY CLERK REPORTS**
 - 1. Report of the Planning & Zoning Commission Meeting (if any)
 - 2. Upcoming Public Hearings:
November 2, 2023
A request for a Special Use Permit for an Indoor Amusement Facility (Little's Loft Play Café) at 117 W. Argonne
- XV. **MEETING ADJOURNMENT**

The next regular meeting of the Kirkwood City Council will take place at **7:00 p.m. on November 2, 2023.**

CONTINUED ITEMS

NONE

TABLED ITEMS

NONE

Kirkwood City Council: Mayor Tim Griffin, Council Members Maggie Duwe, Liz Gibbons, Nancy Luetzow, Bob Sears, Kara Wurtz and Mark Zimmer

Contact Information: For full City Council contact information visit www.kirkwoodmo.org/council. To contact the City Clerk call 314-822-5802. To contact the Chief Administrative Officer call 314-822-5803.

Accommodation: The City of Kirkwood is interested in effective communication for all persons. Persons requiring an accommodation to attend and participate in the meeting should contact the City Clerk at 314-822-5802 at least 48 hours before the meeting. With advance notice of seven calendar days, the City of Kirkwood will provide interpreter services at public meetings for languages other than English and for the hearing impaired. Upon request, the minutes from this meeting can be made available in an alternate format, such as CD by calling 314-822-5802.

THE CONSENT AGENDA IS ATTACHED

- a) Approval of the October 5, 2023 Council Meeting Minutes
- b) Resolution 113-2023, accepting the bid of Imperial Bag & Paper Co. at the rates provided in the bid tab sheet for paper products for the Warehouse Division on an as needed basis, for an initial term of 12 months with the option to renew for up to four additional 12 month terms, pending budgetary approval, and authorizing and directing the Mayor to enter into a contract



WHERE COMMUNITY AND SPIRIT MEET

DRAFT

**City Council Meeting Minutes
Kirkwood City Hall
Thursday, October 5, 2023, 7:00 p.m.**

Pursuant to notice of meeting duly given by the Mayor, the City Council convened on Thursday, October 5, 2023, at 7:00 p.m. at Kirkwood City Hall, 139 South Kirkwood Road, Kirkwood, Missouri. Present were: Present were Mayor Griffin, Council Members Duwe, Gibbons, Luetzow, Sears, Wurtz, and Zimmer. Also in attendance were Chief Administrative Officer Russ Hawes, Assistant Chief Administrative Officer David Weidler, City Clerk Laurie Ashe, Deputy City Clerk Bridget Waters, and City Attorney John Hessel.

INTRODUCTIONS AND RECOGNITIONS

NONE

PRESENTATIONS

NONE

PUBLIC HEARINGS

NONE

PUBLIC COMMENTS

1. Mollie LeBlanc, Human Resources Manager; made comments supporting LAGERS
2. Andy Huber, GIS Technician; made comments in support of LAGERS
3. Georgia Regland; 1811 Enola Ct, made comments in support of LAGERS
4. Ed Golterman, 549 Wooddell Ct.; asked Council to oppose the St. Louis County Property Tax increase.
5. Jonathan Raiche, Director of Planning and development Services; made comments in support of LAGERS
6. Sandra James, offered her Notary Services to Council and citizens of Kirkwood

CONSENT AGENDA

Motion was made by Council Member Zimmer and seconded by Council Member Luetzow to approve the Consent Agenda. The Consent Agenda was unanimously approved.

- a) Approval of the September 21, 2023 Council Meeting Minutes
- b) Resolution 104-2023, appointing Director of Electric Mark Petty to serve as the Director to the Missouri Joint Municipal Electric Utility Commission
- c) Resolution 105-2023, amending the contract with ESRI by increasing the contract amount by \$3,581.15 for a total not to exceed amount of \$24,433.15, and adding two additional 12 month terms, pending budgetary approval, for ArcGIS Desktop Support and Maintenance for the MIS Department and authorizing and directing the Mayor to enter into an amended contract



WHERE COMMUNITY AND SPIRIT MEET

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- d) Resolution 106-2023, accepting the bid of Turn-Key Mobile, Inc. in the amount of \$19,912 (pursuant to Jasper County Governmental Cooperative Contract) for the purchase of six mobile data terminals for the Police Department and authorizing and directing the Director of Procurement to issue a Purchase Order

UNFINISHED BUSINESS

Bill 11001, appropriating \$500,000 from the General Fund Fund Balance to the Building and Site Improvements Account for a real estate transaction was brought before the City Council.

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Duwe	"Yes"
Council Member Gibbons	"Yes"
Council Member Luetzow	"Yes"
Council Member Sears	"Yes"
Council Member Wurtz	"Yes"

The bill, having received majority approval of the Council, was adopted and became Ordinance 10829.

NEW BUSINESS

Bill 11002, amending the provisions of the Municipal Code of Ordinances, Appendix D – Industrial Development Authority, regarding requirements for Directors was made by Council Member Zimmer and seconded by Council Member Duwe to accept the Bill as read.

The bill received first reading approval and was held over.

Bill 11003, appropriating \$27,714 from the Equitable Sharing Fund Balance to the Police Department Rolling Stock Account, accepting the bid of Polaris Sales, Inc. in the amount of \$27,713.64 (pursuant to Sourcwell Cooperative Contract) for the purchase of a Polaris Ranger Crew XP 1000 for the Police Department and authorizing and directing the Director of Procurement to issue a Purchase Order was made by Council Member Gibbons and seconded by Council Member Luetzow to accept the Bill as read. Discussion took place.

The bill received first reading approval and was held over.



WHERE COMMUNITY AND SPIRIT MEET

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Bill 11004, authorizing and directing the Mayor to enter into a Missouri Highways and Transportation Commission Transportation Enhancements Funds Program Agreement for the TAP-5502(616) Grant's Trail Extension Phase I Project was made by Council Member Duwe and seconded by Council Member Luetzow to accept the Bill as read.

The bill received first reading approval and was held over.

Bill 11005, authorizing the City of Kirkwood's participation as a LAGERS employer, commencing on February 1, 2024 was made by Council Member Sears and seconded by Council Member Wurtz to accept the Bill as read. Discussion took place.

The bill failed with Mayor Griffin, Council Members Sears and Wurtz in favor. Council Members Duwe, Gibbons, Luetzow, and Zimmer were opposed.

Resolution 107-2023, authorizing and directing the Mayor to enter into a Fire Station Alerting System Transfer of Ownership Agreement between the City of Kirkwood and St. Louis County, Missouri was brought before the City Council. Motion was made by Council Member Zimmer and seconded by Council Member Duwe to accept the Resolution as read.

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Duwe	"Yes"
Council Member Gibbons	"Yes"
Council Member Luetzow	"Yes"
Council Member Sears	"Yes"
Council Member Wurtz	"Yes"

Resolution 108-2023, accepting the proposal of American Electric Power in the amount of \$666,040 for the purchase of Wholesale Summertime Block Power for the Summer of 2024 for the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order was brought before the City Council. Motion was made by Council Member Luetzow and seconded by Council Member Wurtz to accept the Resolution as read.

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Duwe	"Yes"
Council Member Gibbons	"Yes"
Council Member Luetzow	"Yes"



WHERE COMMUNITY AND SPIRIT MEET*

DRAFT

Council Member Sears	"Yes"
Council Member Wurtz	"Yes"

Resolution 109-2023, accepting the proposal of American Electric Power in the amount of \$713,011 for the purchase of Wholesale Summertime Block Power for the Summer of 2025 for the Electric Department and authorizing and directing the Director of Procurement to issue a Purchase Order was brought before the City Council. Motion was made by Council Member Luetzow and seconded by Council Member Zimmer to accept the Resolution as read.

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Duwe	"Yes"
Council Member Gibbons	"Yes"
Council Member Luetzow	"Yes"
Council Member Sears	"Yes"
Council Member Wurtz	"Yes"

Resolution 110-2023, authorizing and directing the mayor to enter into a Supplemental Agreement No. 1 to Engineering Services Contract with Crawford, Murphy and Tilly, Inc. by increasing the amount by \$242,508.04 for a total not to exceed amount of \$410,582.97 for Right-of-Way Acquisition Services and Professional Engineering and Construction Services for the STP-5502(611) North Kirkwood Road Improvement Project was brought before the City Council. Motion was made by Council Member Luetzow and seconded by Council Member Wurtz to accept the Resolution as read.

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Duwe	"Yes"
Council Member Gibbons	"Yes"
Council Member Luetzow	"Yes"
Council Member Sears	"Yes"
Council Member Wurtz	"Yes"



WHERE COMMUNITY AND SPIRIT MEET*

DRAFT

Resolution 111-2023, amending the Purchase Order with Viking Chives Midwest (pursuant to Sourcewell Cooperative Contract) by increasing the amount by \$3,580 for a total amount of \$116,056 for the purchase of a 2024 Ford F550 Chassis with Viking Chives Dump Body for the Street Department and authorizing and directing the Director of Procurement to issue an amended Purchase Order was brought before the City Council. Motion was made by Council Member Duwe and seconded by Council Member Zimmer to accept the Resolution as read. A discussion took place.

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Duwe	"Yes"
Council Member Gibbons	"Yes"
Council Member Luetzow	"Yes"
Council Member Sears	"Yes"
Council Member Wurtz	"Yes"

Resolution 112-2023, authorizing and directing the Mayor to enter into a Purchase Agreement and a Lease Agreement with Sabada Properties, LLC was brought before the City Council. Motion was made by Council Member Duwe and seconded by Council Member Luetzow to accept the Resolution as read. A discussion took place.

Roll Call:

Mayor Griffin	"Yes"
Council Member Zimmer	"Yes"
Council Member Duwe	"Yes"
Council Member Gibbons	"Yes"
Council Member Luetzow	"Yes"
Council Member Sears	"Yes"
Council Member Wurtz	"Yes"

CONSENT AGENDA ITEMS FOR DISCUSSION

NONE

CITY COUNCIL REPORTS

NONE



WHERE COMMUNITY AND SPIRIT MEET™

DRAFT

CHIEF ADMINISTRATIVE OFFICER REPORT

Mr. Hawes informed Council the City of Kirkwood won the Outstanding Public Outreach, Program, Project, Tool, Community Initiative Award for Vision Zero Action Plan from the American Planning Association Missouri Chapter. Mr. Hawes thanked Council Members Duwe, Wurtz, and Zimmer for their work on the Vision Zero Task Force. Mr. Hawes thanked the staff that also worked on the Task Force.

CITY ATTORNEY REPORT

Mr. Hessel had nothing to report.

CITY CLERK REPORT

Ms. Asche reported an upcoming Public Hearing:

November 2, 2023

1. Approval of a Special Use Permit for an Indoor Amusement Facility (Little's Loft Play Café) at 117 W. Argonne Drive.

ADJOURNMENT

There being no further business to come before the Council, the formal meeting was adjourned at 7:28 p.m. The next regular meeting of the Kirkwood City Council will take place at 7:00 p.m. on October 19, 2023.

Laurie Asche
City Clerk

Approved:

RESOLUTION 113-2023

A RESOLUTION ACCEPTING THE BID OF IMPERIAL BAG & PAPER CO. AT THE RATES PROVIDED IN THE BID TAB SHEET (A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN) FOR PAPER PRODUCTS FOR THE WAREHOUSE DIVISION ON AN AS NEEDED BASIS, FOR AN INITIAL TERM OF 12 MONTHS WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL 12 MONTH TERMS, PENDING BUDGETARY APPROVAL, AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, pursuant to law, the City solicited bids for Paper Products for the Warehouse Division on an as needed basis, and

WHEREAS, the most responsible bid received were that of Imperial Bag & Paper Co. at the rates provided in the bid tab sheet (a copy of which is attached hereto and incorporated by reference herein) for an initial term of 12 months with the option to renew for up to four additional 12 month terms pending budgetary approval, and which bid acceptance is approved by the Chief Administrative Officer and recommended by the Director of Procurement, and

WHEREAS, funds are available in various accounts, pending budgetary approval.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KIRKWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The bid of Imperial Bag & Paper Co. at the rates provided in the bid tab sheet (a copy of which is attached hereto and incorporated by reference herein) for Paper Products for the Warehouse Division on an as needed basis, for an initial term of 12 months with the option to renew for up to four additional 12 month terms, pending budgetary approval, is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with Imperial Bag & Paper Co. at the rates provided in the bid tab sheet (a copy of which is attached hereto and incorporated by reference herein) for Paper Products for the Warehouse Division on an as needed basis, for an initial term of 12 months with the option to renew for up to four additional 12 month terms, pending budgetary approval.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

Our previous agreement for paper goods stock expired. Procurement went out for bids and has selected Imperial Bag & Paper Corp. as the vendor. Their response is the lowest responsible bid that will meet the City's needs.

Recommendations and Action Requested:

Procurement is asking that the Mayor enter into a contract at the prices attached for paper goods warehouse stock. Funds will be available as budgets allow.

Alternatives Available:

Risk changes in market pricing and do spot bidding.

Does this project have a public information component? Yes No

Cost: \$0.00

Account #: various

Project #:

If YES, Budgeted Amount:

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

BY: Sara Foan-Oliver

Date: 10/4/2023

Authenticated: sfo

You can attach up to 3 files along with this request.



Bid Tabulation by Supplier
Spreadsheet (98).xlsx
Microsoft Excel Worksheet
21.0 KB

File Attachment

File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/5/2023

Authenticated: sfo

You can attach up to 3 files along with this request.



 File Attachment

 File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriations is available and sufficient in various accounts to approve the above as requested.

BY: Sandra Stephens

Date: 10/9/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-16-23

October 4, 2023

To: Russell B. Hawes, Chief Administrative Officer

For Your Consideration: Paper Products, Bid 13978

The City of Kirkwood's procurement department's warehouse division stocks items for City departments required on an as needed basis for daily operation. The order of items to the City's inventory system is handled through asset accounts and subsequently charged to the using departments as disbursements are required. Through review of the city's usage and the warehoused inventory, the procurement department has determined that a unit price contract is required for Paper Products.

An Invitation for Bid was sent to 24 vendors through the eProcurement platform, IonWave; however, only those listed below submitted a bid.

Vendor

Central-Poly Bag Corp
Imperial Bag & Paper Company
Royal Papers
I1400 Inc.
ARG Reliable Inc.
Sam Tell and Son Inc.

The bid tabulation of unit prices is attached for reference.

Sara Foan-Oliver, Procurement Director, and Tracy Girse, Senior Procurement Officer /Analyst evaluated the bids. Due to the need of replacement stock to be provided on an as needed basis, it was determined that a contract should be made available at unit prices for Paper Products. It is recommended that the bid be awarded to Imperial Bag & Paper Co., as their unit prices are the lowest responsible bid meeting specifications. Central Poly Bag Corp. only provided pricing for 7 out of 17 line items in the bid and therefore they were not deemed the lowest total.

Attached is a request from Sara Foan-Oliver, Procurement Director, for a resolution authorizing a unit price contract, to encompass all future orders on an as required basis, to be issued to Imperial Bag & Paper Co. for Paper Products. The unit price contract will have an initial term of twelve months, with the option to renew annually for up to four (4) additional 12 month terms.

Respectfully,

Sara Foan-Oliver
Procurement Director

Event Number 13978 - FY23 Addendum 1
Event Title Paper Products
Event Description The City of Kirkwood is requesting sealed bids
Event Type IFB
Issue Date 9/18/2023 01:00:02 PM (CT)
Close Date 10/2/2023 02:00:00 PM (CT)

Organization City of Kirkwood Procurement Department
Workgroup Purchasing
Event Owner Tracy Girse
Email girsetc@kirkwoodmo.org
Phone (314) 822-5853
Fax

Responding Supplier	City	State	Response Submitted	Lines Responded	Response Total
Central Poly-Bag Corp.	Linden	NJ	9/29/2023 08:48:10 AM (CT)	7	\$201.98
Imperial Bag & Paper Company	Hazelwood	MO	10/2/2023 11:17:19 AM (CT)	17	\$514.35
Royal Papers	St. Louis	MO	9/29/2023 11:16:48 AM (CT)	17	\$532.98
11400 Inc	Lancaster	PA	9/21/2023 05:33:27 AM (CT)	16	\$623.94
ARG Reliable Inc	Staten Island	NY	9/29/2023 12:42:23 PM (CT)	17	\$640.61
Sam Tell and Son Inc	Farmingdale	NY	9/29/2023 03:17:34 PM (CT)	17	\$792.83

Please note: Lines Responded and Response Total only includes responses to specification. No alternate response data is included.

BILL 11002

ORDINANCE

AN ORDINANCE AMENDING THE PROVISIONS OF THE MUNICIPAL CODE OF ORDINANCES, APPENDIX D – INDUSTRIAL DEVELOPMENT AUTHORITY, REGARDING REQUIREMENTS FOR DIRECTORS.

WHEREAS, in 2023, the Industrial Development Authority conducted a review of the current ordinance establishing the board and the board’s bylaws; and

WHEREAS, the Industrial Development Authority at their meeting on August 31, 2023 voted to approve revisions to the bylaws contingent on one revision to Appendix D of the Municipal Code to reduce the length of residency required to be eligible as a director of the board from five years to one year as required by the Missouri State Statute; and

WHEREAS, the Industrial Development Authority and City staff recommend to revise Appendix D as proposed.

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

SECTION 1. That the City of Kirkwood Municipal Code of Ordinances, Appendix D – Industrial Development Authority, Section D-120 is hereby deleted in its entirety and replaced with the following:

D-120 Directors.

Pursuant to the Act, the corporation shall have five directors, who shall be duly qualified electors and taxpayers in the City of Kirkwood, Missouri. The directors shall be resident taxpayers for one year immediately prior to their appointment, and no director shall be an officer or employee of the City of Kirkwood, Missouri. All directors shall be appointed for six-year terms by the Mayor of the City of Kirkwood, Missouri, subject to confirmation by a majority of the City Council, except that the first group of directors shall serve until the expiration of the terms for which they were initially appointed.

SECTION 2. This ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS ____ day of _____, 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk
1st Reading:
2nd Reading:

Legislation Request

Ordinance

Place On The Agenda Of: 10/5/2023

Step #1:

Strategic Plan NO

Goal # & Title

Background To Issue:

The Industrial Development Authority conducted a review of their bylaws in the summer of 2023. While the bylaws do not require City Council approval, one of the items in the bylaws is also listed in Appendix D of the Municipal Code. This requirement is that board members are currently required to be resident taxpayers of Kirkwood for five years immediately prior to their appointment. The Missouri State Statute and City's other boards and commissions only require one year of residency prior to appointment. For that reason, Staff and the IDA members are requesting that Appendix D be revised to require one year of residency. A redline copy of the current Appendix D is attached to this request. If approved, the bylaws would be revised to be consistent with that change among other revisions.

Recommendations and Action Requested:

Staff, on behalf of the Industrial Development Authority, is requesting consideration of revising Appendix D of the Municipal Code as outlined in the attached documents.

Alternatives Available:

The Council may choose to retain the five year residency requirement.

Does this project have a public information component? Yes No

Cost: \$0.00

Account #: 0

Project #:

If YES, Budgeted Amount: \$0.00

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

BY: Jonathan Raiche

Date: 9/25/2023

Authenticated:

You can attach up to 3 files along with this request.



2023-10-5 IDA Revised
Ordinance.docx
Microsoft Word Document
19.9 KB



2023 IDA Code Amend
Redline.docx
Microsoft Word Document
13.8 KB

File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. (Must have Purchasing Director's approval).

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #3: If budgetary approval is required (Must have Finance Department's approval).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Select...

Date:

Authenticated:

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve

Disapprove

Chief Administrative Officer's Comments:

BY:



Date:

9-28-23

The following Code does not display images or complicated formatting. Codes should be viewed online. This tool is only meant for editing.

Appendix D

Industrial Development Authority

Cross References: Buildings, construction and housing, Ch. 5; business redevelopment, Ch. 6; zoning, App. A.

§ D-100 Title.

[Ord. No. 7376, 8-1-1985]

The City Council finds and determines that it is wise, expedient, necessary and advisable to create the "Industrial Development Authority of the City of Kirkwood, Missouri," as Appendix D to the Kirkwood Code of Ordinances.

§ D-110 Authorization.

[Ord. No. 7376, 8-1-1985]

The Incorporators are hereby authorized to proceed to form the Development Authority by executing, acknowledging and filing the Articles of Incorporation with the Missouri Secretary of State as provided in the Act. The Articles of Incorporation shall not be amended unless authorized by the City Council in the manner provided in the Act.

§ D-120 Directors.

[Ord. No. 7376, 8-1-1985]

Pursuant to the Act, the corporation shall have five directors, who shall be duly qualified electors and taxpayers in the City of Kirkwood, Missouri. The directors shall be resident taxpayers for ~~five years~~one year immediately prior to their appointment, and no director shall be an officer or employee of the City of Kirkwood, Missouri. All directors shall be appointed for six-year terms by the Mayor of the City of Kirkwood, Missouri, subject to confirmation by a majority of the City Council, except that the first group of directors shall serve until the expiration of the terms for which they were initially appointed.

§ D-130 Reporting.

[Ord. No. 7376, 8-1-1985]

The Development Authority shall file an annual report with the City Council, such annual report to include an audited financial statement.

§ D-140 Governing provisions.

[Ord. No. 7376, 8-1-1985]

The Development Authority shall be governed by Sections 349.010 to 349.105, inclusive, RSMo. (1978), in addition to those set forth in this ordinance.

BILL 11003

ORDINANCE

AN ORDINANCE APPROPRIATING \$27,714 FROM THE EQUITABLE SHARING FUND BALANCE TO THE POLICE DEPARTMENT ROLLING STOCK ACCOUNT, ACCEPTING THE BID OF POLARIS SALES, INC. IN THE AMOUNT OF \$27,713.64 (PURSUANT TO SOURCEWELL COOPERATIVE CONTRACT) FOR THE PURCHASE OF A POLARIS RANGER CREW XP 1000 FOR THE POLICE DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, the City may purchase items and services that have been competitively bid and awarded by Sourcewell Cooperative Contract, and

WHEREAS, staff recommends that the City purchase a Polaris Ranger Crew XP 1000 for the Police Department from Polaris Sales, Inc. in the amount of \$27,713.64 under Sourcewell Cooperative Contract #122220-PSI, and

WHEREAS, funds in the amount of \$27,714 need to be appropriated from the Equitable Sharing Fund Balance to Account #205-02-050-000-000-620050 (Rolling Stock).

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

SECTION 1. Funds in the amount of \$27,714 are hereby appropriated from the Equitable Sharing Fund Balance to Account #205-02-050-000-000-620050 (Rolling Stock).

SECTION 2. The Director of Procurement is hereby authorized and directed to issue a Purchase Order in the amount of \$27,713.64 to Polaris Sales, Inc. under Sourcewell Cooperative Contract #122220-PSI for the purchase of a Polaris Ranger Crew XP 1000 for the Police Department.

SECTION 3. This Ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS ____ day of _____, 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk
1st Reading:
2nd Reading:

Legislation Request

Ordinance

Place On The Agenda Of: 10/5/2023

Step #1:

Strategic Plan NO

Goal # & Title

Background To Issue:

The Police Department would like to purchase a Utility Terrain Vehicle (UTV) to assist with police functions at City sponsored events (July 4th Festival, Green Tree Festival, etc.) where police vehicles have difficulty safely navigating through event attendees. A UTV will also assist in locating suspects and the search/rescue of individuals lost/missing or injured in areas that are hard to navigate with a police patrol vehicle, such as Quarry Park, Emmenegger Park and other terrain. In the past we have borrowed a UTV to utilize during said special events, in the near future this may no longer be an option.

Recommendations and Action Requested:

The Police Department requests the Mayor and City Council approve the appropriation of funds from the Equitable sharing fund balance for the purchase of one Polaris Ranger Crew XP 1000 with upgrades and attachments for \$27,713.64 (Quote QUO-50781-P2M3S4) through Sourcewell Cooperative purchasing agreement #122220.

Alternatives Available:

Not purchase the UTV.

Does this project have a public information component? Yes No

Cost: \$27,713.64

Account #: 205-02-050-000-000-620050

Project #:

If YES, Budgeted Amount:

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: NO

BY: Brian Murphy

Date: 9/18/2023

Authenticated: raymondm

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. (Must have Purchasing Director's approval).

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 9/22/2023

Authenticated: sfo

You can attach up to 3 files along with this request.



 File Attachment

 File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Appropriation

From Account # or Fund Name: Equitable sharing fund balance

To Account # or Fund Name: 205-02-050-000-000-620050

Finance Director's Comments:

Equitable Sharing fund balance is available and sufficient to appropriate \$27,714 to GL account 205-02-050-000-000-620050, Rolling Stock to approve the above as requested.

BY: Sandra Stephens

Date: 9/26/2023

Authenticated: forgyjl

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 9-28-23

September 21, 2023

To: Russell B. Hawes, Chief Administration Officer

For Your Consideration: Polaris Ranger Crew XP 1000 UTV, Bid # 500998, Cooperative Contract

The Police Department is requesting approval to purchase a Utility Terrain Vehicle (UTV) to assist with police functions at City sponsored events (July 4th Festival, Green Tree Festival, etc.), locating suspects, and search and rescue in areas where a typical police vehicle has difficulty navigating.

The purchase of this Polaris Ranger Crew XP 1000 is available through Sourcewell cooperative contract # 122220-PSI.

Vendor
Polaris Sales, Inc.

Price
\$27,713.64

Attached is a request from Brian Murphy, Police Chief, authorizing funds to be appropriated in the amount of \$27,713.64 from Equitable sharing to account number 205-02-050-000-00-620050 for the purchase of a **Polaris Ranger Crew XP 1000** for the Police Department.

Respectfully,

A handwritten signature in black ink, appearing to read "Sara Foan-Oliver". The signature is fluid and cursive, with a long horizontal stroke at the end.

Sara Foan-Oliver
Procurement Director

BILL 11004

ORDINANCE

AN ORDINANCE AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ENHANCEMENTS FUNDS PROGRAM AGREEMENT FOR THE TAP-5502(616) GRANT'S TRAIL EXTENSION PHASE I PROJECT.

WHEREAS, City Council authorized for the submittal of a Transportation Alternatives Program (TAP) Application under to East-West Gateway Council of Governments for federal funds for the Grant's Trail Extension Phase I Project, and

WHEREAS, the Missouri Highways and Transportation Commission has determined that the Grant's Trail Extension Phase I Project is consistent with the goals of the Transportation Alternatives Program (TAP) and has awarded grant funding for the project, and

WHEREAS, this project includes: construction of sidewalks on the Grant's Trail Extension from Argonne Drive to Leffingwell Avenue with bike lanes; raised concrete crosswalk and intersection at East Monroe and South Fillmore; reconstruction of the UPRR crossing of South Taylor Avenue; new ADA curb ramps, decorative sidewalk, traffic calming devices, stormwater bioretention, and wayfinding signage, and

WHEREAS, the Engineering Department recommends the City enter into a Missouri Highways and Transportation Commission Transportation Enhancements Funds Program Agreement for the awarded TAP-5502(616) Grant's Trail Extension Phase I Project for 80% of the project costs not to exceed \$3,130,608.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KIRKWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The Mayor is hereby authorized and directed to enter into a Missouri Highways and Transportation Commission Transportation Enhancements Funds Program Agreement for the awarded TAP-5502(616) Grant's Trail Extension Phase I Project for 80% of the project costs not to exceed \$3,130,608.

Section 2. This ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF.

Mayor, City of Kirkwood

ATTEST:

City Clerk
1st Reading:
2nd Reading:

Legislation Request

Ordinance

Place On The Agenda Of: 10/5/2023

Step #1:

Strategic Plan YES

Goal # & Title Goal 5. Invest for the future through public infrastructure

Background To Issue:

The Missouri Highway and Transportation Commission has determined that the Grant's Trail Extension, Phase I Project is consistent with the goals of the Transportation Alternatives Program and has awarded funding for the project. This project is to construct sidewalks (Two-Way Concrete trail) on Grant's Trail Extension from Argonne Drive to Leffingwell Avenue with bike lanes, raised concrete crosswalk and intersection at East Monroe and South Fillmore, reconstruction of the UPRR crossing of South Taylor Avenue, new ADA curb ramps, decorative sidewalk, traffic calming devices, stormwater bioretention, and wayfinding signage.

Recommendations and Action Requested:

The Engineering Department recommends approval of an ordinance authorizing the Mayor to enter into an agreement with the Missouri Highways and Transportation Commission for the awarded project, TAP-5502 (616) Grant's Trail Extension, Phase I Project for 80% of the projects costs not to exceed \$3,130,608.

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$0.00

Account #: 0

Project #: PW

If YES, Budgeted Amount: \$0.00

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

BY: Christopher Krueger

Date: 9/26/2023

Authenticated: kruegeca

You can attach up to 3 files along with this request.



TAP-5502(616) Cover
Letter.pdf
Adobe Acrobat Document
129 KB



TAP-5502(616) Agreement.pdf
Adobe Acrobat Document
8.30 MB



FFATAForm1590SubRecipient
InformationForm_.xlsx
Microsoft Excel Worksheet
34.5 KB

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 9/26/2023

Authenticated: sfo

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

BY: Sandra Stephens

Date: 9/26/2023

Authenticated: forgyjl

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve

Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 9-28-23

Missouri Department of Transportation

1590 Woodlake Drive
Chesterfield, Missouri 63017-5712
314.275.1500
Fax: 573.522.6475
1.888.ASK MODOT (275.6636)

June 8, 2023

Mr. Chris Krueger
City Engineer
City of Kirkwood
139 South Kirkwood Road
Kirkwood, MO 63122

RE: City of Kirkwood
Grants Trail Extension
Federal Project Number TAP-5502(616)
TIP Number: 7274-24
Draft Program Agreement, Programming Comments, Environmental Requirements

Dear Mr. Krueger:

This federal aid project is shown in the regional Transportation Improvement Program (TIP) and has been assigned a federal project number of TAP-5502(616). Please use this number on all future project correspondence. This project will be administered per the Federal Highway Administration (FHWA) direction given in the Local Public Agency (LPA) Policy Manual. The manual is located in Section 136 of MoDOT's Engineering Policy Guide (EPG) which can be found on MoDOT's website.

In order for the City to remain eligible for federal reimbursement for Design, Right of Way, or Construction activities, the City must first obtain MoDOT approval for each project stage.

Federal Aid Program Agreement

Enclosed is a draft copy of the program agreement for the above noted project. This agreement must be executed by the City and by the Missouri Highways and Transportation Commission (MHTC) prior to obligation of federal funds and authorization of reimbursable work. If this program agreement is acceptable to the City, then please process the agreement through the DocuSign process and attach one copy of the City's applicable enabling ordinance. Please note that the person authorized to sign the agreement per the enabling ordinance will be required to provide signatures on the executed program agreement. A fully executed program agreement will be returned to your office.

Form 1590 Sub-Recipient Information - FFATA

MoDOT is requesting information from project sponsors for compliance with the 2006 Federal Funding Accountability and Transparency Act (FFATA). Project sponsors should complete the attached MoDOT Form 1590 for each program agreement totaling \$25,000 or more. This form is required to be submitted for every project by LPA's participating in the fed-aid program. The required data includes information about the primary federal funding recipient (MoDOT), the federal grant (federal aid project), and sub-recipients (project sponsor). All information regarding MoDOT sub-awards can be accessed by the public on the following site: www.usaspending.gov. This access helps to ensure transparency of federal project funding and is part of FFATA implementation.



Our mission is to provide a world-class transportation experience that delights our customers and promotes a prosperous Missouri.

www.modot.org

Preliminary Engineering by Consultant

Federal funds for Preliminary Engineering (PE) have been programmed in FY 2024 for this project and will be available to the City on October 1, 2023. If the City is seeking federal funds for consultant PE services, the City must use a Qualification Based Selection (QBS) process for the procurement of engineering services. See EPG Section 136.4 for consultant selection details.

Each consultant services Request for Qualifications (RFQ) must be reviewed by MoDOT for Disadvantage Business Enterprise (DBE) opportunities. As the City is developing the RFQ, please submit a scope of work and a cost estimate for the anticipated consultant activities that will take place during the PE phase of the project. This information will be used to determine a DBE goal for the contract which must be included in the RFQ.

After the consultant selection process is completed, please submit a PDF copy of the Engineering Services Contract (ESC) using the ESC sample cover letter (EPG Fig. 136.4.9) for review and approval. Please include the ESC Submittal Checklist (EPG Fig. 136.4.11) and ESC Review Checklist (EPG Fig. 136.4.14). The standardized ESC contract format found in EPG Fig. 136.4.1 is required unless your agency receives prior approval from MoDOT to use an alternate contract form.

If the consultant contract is estimated to be less than \$100,000, the LPA may select a firm from the LPA On-Call Consultant List for consideration without advertisement. See EPG Section 136.4.2.4.3 for further information regarding using the LPA On-Call Consultant List.

No work shall begin until the PE funds have been obligated by FHWA and MoDOT has given the City notice to proceed. Any funds spent prior to PE obligation will not be reimbursable.

Construction Engineering/Inspection

If the City is seeking federal funds for consultant Construction Engineering/Inspection (CE) services, the City may elect to include those CE services with the consultant PE contract. Otherwise selection of the CE consultant must follow a separate Qualification Based Selection (QBS) process.

If the City plans on using in-house forces to perform reimbursable CE services, then a cost estimate for the in-house work shall be submitted along with the final project plans, specifications, and estimate. See EPG Section 136.3.12 for details on fed-aid participation in Work by Local Forces.

Environmental Requirements

In accordance with the National Environmental Policy Act (NEPA) all projects must be reviewed for environmental and cultural resource impacts. See EPG Section 136.6 for Environmental and Cultural Resources requirements.

The City will need to submit a Request for Environmental Review (RER) using MoDOT's RER database.

The City or your PE consultant must obtain NEPA approval from MoDOT's Environmental Department before the Preliminary Plans can be approved. (This means the City must obtain the Threatened & Endangered Species clearance, Section 4(f)/6(f) clearance, Noise clearance, and Section 106 clearance obtain the NEPA approval.) Please understand, the City must obtain the NEPA approval before MoDOT will review the Right-of-Way plans.) Please review EPG Section 136.6 for information on the electronic RER process.

MoDOT has updated the Section 106 review process by hiring a consultant to oversee the process. The City should submit their Request for Environmental Review (RER), MoDOT will review their RER and determine if the project is covered by a memorandum of understanding between MoDOT and the State

Historic Preservation Office (SHPO). Most LPA projects will be covered by the memorandum of understanding. If the project is not covered by the MOU, then the City will be notified to submit a Section 106 form to SHPO. (This information is included in Section 136.6.4.1.1 of the LPA Manual.)

Design Criteria

Missouri State Statute dictates that the plans, specifications, and estimates for public road work must be prepared by or under the immediate supervision of a registered professional engineer. Your agency's engineer of record is responsible for determining the appropriate design parameters for the project. If any improvements are to occur on MoDOT right of way, the project design criteria used must be approved by MoDOT's Area Team.

ADA Requirements

The Americans with Disabilities Act (ADA) requires that all pedestrian facilities impacted by the scope of the project must be designed to current accessibility standards. When plans for this project are submitted to MoDOT for review, they will need to include enough detail to show that sidewalks, curb ramps, detectable warning panels, and other impacted pedestrian facilities meet ADA requirements.

Utility Impacts

All utility companies that are affected by this project should be notified of the project scope and project schedule at this time. Since utility company comments may affect preliminary plan development, the City will need to provide a brief summary of utility impacts when submitting Preliminary Plans. A utility checklist and further information is available in EPG Section 136.7.2.6.

Public Involvement / Public Hearings

During the environmental review process, the City will need to provide information about the type of public involvement. Depending on the impacts to the public, the public involvement will vary. Examples of public involvement include adding project information to the City's website, using press releases to notify the public, contacting nearby property owners to inform them about the project, and having a public hearing.

If a public hearing is required for this project, please provide this office with a copy of the public hearing advertisement that is to be published. Please refer to EPG Section 136.7.6 for further information.

Preliminary Plan Submittal

Once preliminary plans have been completed, please submit an electronic copy of the plans with the entire plan set in one PDF file via email for review and approval.

If you have any questions, please contact your Local Programs Design Liaison.

Sincerely,



Cynthia Simmons, P.E.
District Planning Manager
MoDOT

Copy with attachment: Jason Lange – East West Gateway

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 10/22 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP-5502(616)
Award Year: 2024
Federal Agency: Federal Highway Administration, Department of Transportation

**MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
TRANSPORTATION ENHANCEMENTS FUNDS
PROGRAM AGREEMENT**

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in Infrastructure Investment and Jobs Act (IIJA); 23 U.S.C. §101, §106 §133; and §208 funds to be used for transportation enhancements activities. The purpose of this Agreement is to grant the use of such transportation enhancement funds to the City.

(2) LOCATION: The transportation enhancements funds which are the subject of this Agreement are for the project at the following location: construct sidewalks on Grant's Trail Extension – Argonne Drive to Leffingwell Avenue.

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

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

(4) INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City agrees to abide by and carry out the condition and obligations of "the contractor" as stated in Section II, Equal Opportunity, and Section III, Nonsegregated Facilities, as set out in Form FHWA 1273.

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

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement. If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The

Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$3,130,608. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs

incurred in connection with the Transportation Enhancement Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

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

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

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

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

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

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

(27) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT OF 2006: The City shall comply with all reporting requirements of the Federal Funding

Accountability and Transparency Act (FFATA) of 2006, as amended. This Agreement is subject to the award terms within 2 C.F.R. Part 170.

Remainder of Page Intentionally Left Blank

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

Executed by the City this _____ (date).

Executed by the Commission this _____ (date).

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF KIRKWOOD

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A - Location of Project

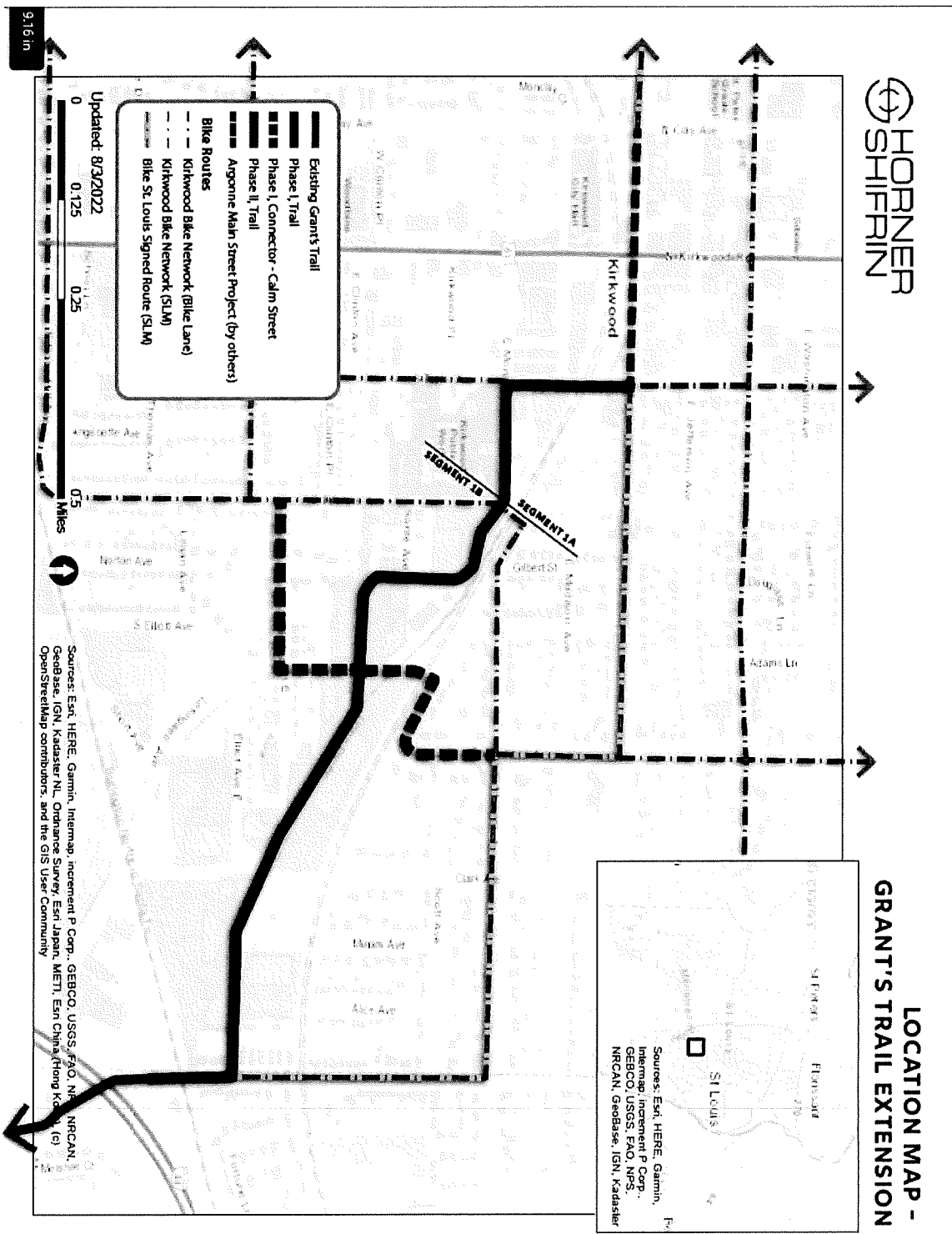


Exhibit B – Project Schedule

Project Description: TAP- 5502(616) Grant’s Trail Extension

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	10/2023	10/2023	1
Execute agreement (project sponsor and DOT)	11/2023	01/2024	3
Engineering services contract submitted and approved*	04/2024	06/2024	3
Obtain environmental clearances (106, CE2, T&E, etc.)	07/2024	02/2025	8
Public meeting/hearing	04/2025	04/2025	1
Develop and submit preliminary plans	07/2024	12/2024	5
Preliminary plans approved	01/2025	02/2025	2
Develop and submit right-of-way plans	04/2025	06/2025	3
Review and approval of right-of-way plans	06/2025	07/2025	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	08/2025	09/2025	2
Right-of-way acquisition	05/2026	03/2027	11
Utility coordination	07/2024	12/2026	30
Develop and submit PS&E	05/2026	12/2026	8
District approval of PS&E/advertise for bids*	01/2027	03/2027	3
Submit and receive bids for review and approval	04/2027	06/2027	3
Project implementation/construction	07/2027	05/2028	11
* Finish date must match fiscal year for each milestone shown in bold text.			

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

**Schedule dates are approximate as the project schedule will be actively managed and issues mitigated through the project delivery process. The Award Date or Planning Study Date deliverable is not approximate and a Supplemental Agreement is required to modify this date.

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding (29 CFR 5.5)

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records (29 CFR 5.5)

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

4. Apprentices and trainees (29 CFR 5.5)

a. Apprentices (programs of the USDOL).

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

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

3. Withholding for unpaid wages and liquidated damages.

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract), "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

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

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

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

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

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

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

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

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

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

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

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

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

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

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

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

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

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

Form 1590 Sub Recipient (Project Sponsor) Information

Federal Funding Accountability and Transparency Act 2006 (FFATA)

This section to be complete by district liaison.

MoDOT District: St. Louis

Project Federal ID Number: TAP-5502(616)

Project Dollar Amount (Federal only): \$3,130,608

Sub-Recipient (Project Sponsor) Information

Name and Address

Name: City of Kirkwood
 Address: 139 South Kirkwood Road
 City: Kirkwood State: Missouri
 9-digit Zip: 00006-3122

Project Sponsor UEI Number: 020360103

SAM.gov Expiration Date: 8/16/2015

Project Sponsor Annual Gross Revenues Exceed 80% or more in Federal Awards Yes No

Sub-Recipients Annual Gross Revenues Equal or Exceed \$25,000,000 Yes No

If either of the above questions are answered NO then project sponsor is exempt from the providing the officer compensation information in the next section.

Officer Name	Officer Compensation
Project sponsor Highly Compensated Officer	

Return form with program agreement OR mail, email or fax form to one of the following:

Missouri Department of Transportation
 Financial Services Division
 105 West Capitol Avenue PO Box 270
 Jefferson City, MO 65102-0270
 Fax Number: 1-573-522-1441
 Email: Obligate@modot.mo.gov

PREPARED BY:

Name and Title: Richard Holesinger, P.E., City Engineer
 Phone number: 314.822.5819
 Email: holesire@kirkwoodmo.org

DATE:

MoDOT Form 1590

The name and address of the sub-recipient: include the name, street address, city, state, and 9-digit zip code.

The unique entity ID (UEI) number issued by SAM.gov. The UEI is a 12 character combination of letters and numbers.

Entities are required to register at SAM.gov in order to receive federal funds. Registrations expire each year and must be renewed.

For the five most highly compensated officers of the entity: the names and total compensation of the five most highly compensated officers of the sub recipients entity if -
 (1) the recipients in the preceding fiscal year received -
 (a) 80 percent or more of its annual gross revenue in Federal awards; and
 (b) \$25,000,000 or more in annual gross revenues from Federal awards.

Indicate the person responsible for preparation of the form, include person's phone and email address. This contact is to answer questions regarding the information in the form and not for official entity representation. A signature is not necessary.

The date that the form was completed. Please include the month and year.

BILL 11006

ORDINANCE

AN ORDINANCE APPROPRIATING \$25,000 FROM THE EQUITABLE SHARING FUND BALANCE TO THE POLICE DEPARTMENT TRAINING ACCOUNT FOR TRAINING FOR THE POLICE DEPARTMENT.

WHEREAS, the Police Department is requesting funds be appropriated to supplement training and training related travel expenses, and

WHEREAS, funds in the amount of \$25,000 needs to be appropriated from the Equitable Sharing Fund Balance to Account #205-02-050-000-000-520065 (Training).

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

SECTION 1. Funds in the amount of \$25,000 are hereby appropriated from the Equitable Sharing Fund Balance to Account #205-02-050-000-000-520065 (Training).

SECTION 2. This Ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF

Mayor, City of Kirkwood

ATTEST:

City Clerk
1st Reading:
2nd Reading:

Legislation Request

Ordinance

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

The Police Department is requesting the use of equitable sharing funds to supplement training and training related travel accounts. Training continues to be a vital component of successful, professional and responsive policing, and the need for training and the costs associated with it continue to rise.

Recommendations and Action Requested:

The Police Department is requesting City Council approval of the appropriation of \$25,000 from Equitable Sharing fund balance for training and related travel expenses, to be utilized across a broad spectrum of training types for both officers and civilians.

Alternatives Available:

Not attend training this would fund.

Does this project have a public information component? Yes No

Cost: \$25,000.00 Account #: 2050205000000520065

Project #:

If YES, Budgeted Amount: \$95,800.00

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

BY: Brian Murphy

Date: 10/4/2023

Authenticated: folluojd

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/4/2023

Authenticated: sfo

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Appropriation

From Account # or Fund Name: Equitable Sharing Fund Balance

To Account # or Fund Name: 20502050000000520065

Finance Director's Comments:

Equitable Sharing Fund fund balance is available and sufficient to appropriate \$25,000 to GL account 205-02-050-000-000-520065, Training as requested above.

BY: Sandra Stephens

Date: 10/9/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-16-23

BILL 11007

ORDINANCE

AN ORDINANCE APPROPRIATING \$63,100 FROM THE EQUITABLE SHARING FUND BALANCE TO THE POLICE DEPARTMENT PROFESSIONAL SERVICES ACCOUNT FOR THE POLICE DEPARTMENT.

WHEREAS, the Police Department is requesting funds be appropriated to supplement expenses related to the AXON body worn cameras and other Police services, and

WHEREAS, funds in the amount of \$63,100 needs to be appropriated from the Equitable Sharing Fund Balance to Account #205-02-050-000-000-520065 (Training).

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

SECTION 1. Funds in the amount of \$63,100 are hereby appropriated from the Equitable Sharing Fund Balance to Account #205-02-050-000-000-520065 (Training).

SECTION 2. This Ordinance shall be in full force and effect after its passage and approval, as provided by law.

PASSED AND APPROVED THIS DAY OF

Mayor, City of Kirkwood

ATTEST:

City Clerk
1st Reading:
2nd Reading:

Legislation Request

Ordinance

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

The Police Department is requesting the use of equitable sharing funds to supplement the professional services budget account, specifically for Officer Safety 7 Plan Plus Package services from AXON, including Body Worn Cameras, Evidence.com storage and editing software for body worn camera footage, Taser equipment, unmanned aircraft software, Standards software and other items related to AXON services. There is an existing contract in place with AXON.

Recommendations and Action Requested:

The Police Department is requesting City Council approval of the appropriation of \$63,100 from Equitable Sharing fund balance, and payment to AXON Enterprise, Inc. for the items and services described in the background section above.

Alternatives Available:

Not use AXON body worn cameras or other services.

Does this project have a public information component? Yes No

Cost: \$63,100.00 Account #: 2050205000000520075 Project #:

If YES, Budgeted Amount: \$70,500.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments: Budgeted: YES

BY: Brian Murphy Date: 10/4/2023 Authenticated: folluojd

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/4/2023

Authenticated: sfo

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Appropriation

From Account # or Fund Name: Equitable Sharing Fund Balance

To Account # or Fund Name: 2050205000000520075

Finance Director's Comments:

Equitable Sharing Fund fund balance is available and sufficient appropriate \$63,100.00 to GL account 205-02-050-000-000-520075, Professional Services as requested above.

BY: Sandra Stephens

Date: 10/9/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-16-23

RESOLUTION 114-2023

A RESOLUTION ACCEPTING THE BID OF FLETCHER-REINHARDT IN THE AMOUNT OF \$36,980.52 FOR THE PURCHASE OF SIX POTENTIAL TRANSFORMERS FOR THE SUGAR CREEK SUBSTATION THE ELECTRIC DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, pursuant to law, the City solicited bids for the purchase of six potential transformers for the Sugar Creek Substation for the Electric Department, and

WHEREAS, the most responsible bid received were that of Fletcher-Reinhardt in the amount of \$36,980.52, which bid acceptance is approved by the Chief Administrative Officer and recommended by the Director of Procurement and the Director of Electric, and

WHEREAS, funds are available in Account #501-20-250-254-000-620080 (Distribution System).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KIRKWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The bid of Fletcher-Reinhardt in the amount of \$36,980.52 for the purchase of six potential transformers for the Sugar Creek Substation for the Electric Department is hereby accepted and approved.

SECTION 2. The Director of Procurement is hereby authorized and directed to issue a Purchase Order to Fletcher-Reinhardt in the amount of \$36,980.52 for the purchase of six potential transformers for the Sugar Creek Substation for the Electric Department.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan YES

Goal # & Title Goal 1, Strategy D - Monitor Infrastructure to ensure accommod...

Background To Issue:

The Procurement Department solicited for bids for potential transformers for the Sugar Creek Substation that are designed to operate secondary voltage equipment at the substation.

Recommendations and Action Requested:

Approval of a resolution authorizing the Director of Procurement to enter into an agreement with Fletcher for a not to exceed amount of \$36,981 for potential transformers for the Sugar Creek Substation.

Alternatives Available:

The potential transformers are required to operate the substation properly.

Does this project have a public information component? Yes No

Cost: \$36,981.00

Account #: 501-20-250-254-000-620080

Project #:

If YES, Budgeted Amount: \$36,981.00

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

The Department has bond dollars available for the purchase. The department recommends approval of the resolution.


BY: Mark Petty


Date: 10/5/2023

Authenticated:

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. (**Must have Purchasing Director's approval**).

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/5/2023

Authenticated: sfo

You can attach up to 3 files along with this request.



File Attachment

File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$36,981 in GL account 501-20-250-254-000-620080, Distribution System Improvements to approve the above as requested.

BY: Sandra Stephens

Date: 10/9/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-16-23

October 5 2023

To: Russel B. Hawes, Chief Administrative Officer

For Your Consideration: Substation Potential Transformers (6) –13973

Bids were opened on September 28, 2023. The bid tabulation is as follows:

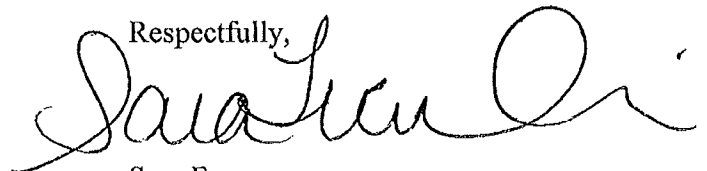
Vendor	Totals
Fletcher-Reinhardt Co	\$36,980.52
Graybar Electric Co	\$49,245.06
Anixter, Inc	\$52,200.00

Bid requests were sent to 232 other suppliers through our eProcurement system, however only those as mentioned above submitted.

The bids were provided to Mark Petty, Electric Director, for evaluation. It is recommended that the bid be awarded to Fletcher-Reinhardt, as their bid of \$36,980.52 is the lowest responsible bid meeting specifications.

Attached is a request from Mark Petty, Electric Director, for a resolution authorizing a purchase order to be issued to Fletcher-Reinhardt in the amount of \$36,980.52 for six (6) Substation Potential Transformers.

Respectfully,



Sara Foan
Director of Procurement

RESOLUTION 115-2023

A RESOLUTION ACCEPTING THE BID OF ELECTROREP ENERGY PRODUCTS IN THE AMOUNT OF \$27,000 FOR THE PURCHASE OF OUTDOOR 38KV 1200A MANUALLY OPERATED DISCONNECT SWITCHES AND ACCESSORIES FOR THE SUGAR CREEK SUBSTATION THE ELECTRIC DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE A PURCHASE ORDER.

WHEREAS, pursuant to law, the City solicited bids for the purchase of Outdoor 35kV 1200A Manually Operated Disconnect Switches and Accessories for the Sugar Creek Substation for the Electric Department, and

WHEREAS, the most responsible bid received were that of Electrorep Energy Products in the amount of \$27,000, which bid acceptance is approved by the Chief Administrative Officer and recommended by the Director of Procurement and the Director of Electric, and

WHEREAS, funds are available in Account #501-20-250-254-000-620080 (Distribution System).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KIRKWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The bid of Electrorep Energy Products in the amount of \$27,000 for the purchase of Outdoor 35kV 1200A Manually Operated Disconnect Switches for the Sugar Creek Substation for the Electric Department is hereby accepted and approved.

SECTION 2. The Director of Procurement is hereby authorized and directed to issue a Purchase Order to Electrorep Energy Products in the amount of \$327,000 for the purchase of s Outdoor 35kV 1200A Manually Operated Disconnect Switches for the Sugar Creek Substation for the Electric Department.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan YES Goal # & Title Goal 1, Strategy D - Monitor Infrastructure to ensure accommod...

Background To Issue:

The Procurement Department solicited for bids for load break disconnect switches for the Sugar Creek Substation.

Recommendations and Action Requested:

Approval of a resolution authorizing the Director of Procurement to enter into an agreement with Electrorep Energy Products for a not to exceed amount of \$27,000 for load break disconnect switches for the Sugar Creek Substation.

Alternatives Available:

The disconnect switches are located in the outdoor area of the substation and are required to operate the power delivery circuits, tie circuits and circuits associated with the substation transformer feeds.

Does this project have a public information component? Yes No

Cost: \$27,000.00 Account #: 501-20-250-254-000-620080 Project #:

If YES, Budgeted Amount: \$27,000.00 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments: Budgeted: YES

The Department has bond dollars available for the purchase. The department recommends approval of the resolution.

BY: Mark Petty

Date: 10/9/2023

Authenticated:

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Rachel Shelly

Date: 10/9/2023

Authenticated:

You can attach up to 3 files along with this request.



13979 Resolution Letter-
signed.pdf
Adobe Acrobat Document
120 KB

File Attachment

File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$27,000 in GL account 501-20-250-254-000-620080, Distribution System Improvements to approve the above as requested.

BY: Sandra Stephens

Date: 10/10/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-16-23

October 9, 2023

To: Russel B. Hawes, Chief Administrative Officer

For Your Consideration: Outdoor 38kV 1200A Disconnect Switches and Accessories for Sugar Creek Substation - 13979

Bids were opened on October 6, 2023. The bid tabulation is as follows:

Vendor	Totals
Electrorep Energy Products	\$27,000.00
Lynn Elliott Co KC	\$60,052.95

Bid requests were sent to 245 other suppliers through our eProcurement system, however only those as mentioned above were submitted.

The bids were provided to Mark Petty, Electric Director, for evaluation. It is recommended that the bid be awarded to Electrorep Energy Products, as their bid of \$27,000.00 is the lowest responsible bid meeting specifications.

Attached is a request from Mark Petty for a resolution authorizing a purchase order to be issued to Electrorep Energy Products in the amount of \$27,000.00 for an Outdoor 38kV 1200A Manually Operated Disconnect Switches and Accessories for Sugar Creek.

Respectfully,

Sara Foan-Oliver

Sara Foan - Oliver
Director of Procurement

RESOLUTION 116-2023

A RESOLUTION ACCEPTING THE SINGLE SOURCE PROPOSAL OF AVAIL SWITCHGEAR SYSTEMS IN THE AMOUNT OF \$23,700 FOR A TOTAL NOT TO EXCEED AMOUNT OF \$1,795,845 FOR ADDITIONAL SWITCHGEAR TERMINAL BLOCKS AND TEST SWITCHES FOR THE SUGAR CREEK SUBSTATION FOR THE ELECTRIC DEPARTMENT AND AUTHORIZING AND DIRECTING THE DIRECTOR OF PROCUREMENT TO ISSUE AN AMENDED PURCHASE ORDER.

WHEREAS, the Electric Department purchased switchgear for the Sugar Creek Substation project in December of 2022, and

WHEREAS, on July 6, 2023 the City Council approved Resolution 78-2023 authorizing additional funds for switchgear modifications and spare parts for the Sugar Creek Substation, and

WHEREAS, upon further review with Avail Switchgear Systems, the Electric Department is requesting additional switchgear terminal blocks and test switches, and

WHEREAS, Avail Switchgear Systems submitted a proposal in the amount of \$23,700 for a total not to exceed amount of \$1,795,845 for additional switchgear terminal blocks and test switches for the Sugar Creek Substation for the Electric Department, and

WHEREAS, Avail Switchgear Systems is the single source provider for the switchgear for Ameren, and the City of Kirkwood would like to stay in line with Ameren as they are collaborating with the City on the substation upgrades, and

WHEREAS, funds are available in Account #501-20-250-254-000-620080 (Distribution System Improvements).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KIRKWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The single source proposal of Avail Switchgear Systems in the amount of \$23,700 for a total not to exceed amount of \$1,795,845 for additional switchgear terminal blocks and switches for the Sugar Creek Substation for the Electric Department is hereby accepted and approved.

SECTION 2. The Director of Procurement is hereby authorized and directed to issue an amended purchase order to Avail Switchgear Systems in the amount of \$23,700 for a total not to exceed amount of \$1,795,845 for additional switchgear terminal blocks and switches for the Sugar Creek Substation for the Electric Department.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan YES

Goal # & Title Goal 1, Strategy D - Monitor Infrastructure to ensure accommod...

Background To Issue:

In December 2022 Kirkwood Electric ordered switchgear for the new Sugar Creek Substation. In July 2023 Kirkwood Electric requested and council approved an increase for additional equipment to be added to the switchgear bringing the switchgear price to \$1,772,145. Kirkwood Electric is now requesting approval of a change order for additional terminal blocks and test switches.

Recommendations and Action Requested:

Approval of a resolution authorizing the Director of Procurement to enter into a new agreement with Avail Switchgear for a not to exceed amount of \$1,795,845 for Switchgear for the Sugar Creek substation to accommodate the addition of more terminal blocks and test switches into the switchgear assembly.

Alternatives Available:

The additional test switches and terminal blocks are necessary to ensure the switchgear operates properly.

Does this project have a public information component? Yes No

Cost: \$1,795,845.00 Account #: 501-20-250-254-000-620080

Project #:

If YES, Budgeted Amount: \$1,795,845.00

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

The Department has bond dollars available for the purchase. The switchgear is scheduled to ship in December 2024 for commissioning the substation in the spring of 2025. The department recommends approval of the resolution for the additional terminal blocks and test switches.

BY: Mark Petty

Date: 10/5/2023

Authenticated:

You can attach up to 3 files along with this request.



Change Order Proposal for
SC80175-02 Kirkwood Sugar
Creek - Rev1.pdf
Adobe Acrobat Document
174 KB



Resolution 78-2023.pdf
Adobe Acrobat Document
545 KB

File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Sara Foan-Oliver

Date: 10/5/2023

Authenticated: sfo

You can attach up to 3 files along with this request.



Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient to increase to \$1,795,845 in account 501-20-250-254-000-620080, Distribution System Improvements as requested above.

BY: Sandra Stephens

Date: 10/9/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-16-23

October 4, 2023

To: Russell B. Hawes, Chief Administrative Officer

For Your Consideration: Switchgear for Sugar Creek Substation 500745-2

The Electric Department purchased switchgear for the Sugar Creek Substation project from Avail Switchgear Systems in December of 2022 for \$1,500,000. In June there were changes made to the switchgear that raised the total to \$1,772,145. Recently Avail notified the City that the schematics will need additional terminal block points as well as test switches. The price for these changes is \$23,700 bringing the total amount of the switchgear to \$1,795,845.

Avail Switchgear Systems is the sole provider of this switchgear for Ameren and the City would like to stay in line with Ameren as they are collaborating with the City on the substation upgrade.

Kirkwood Electric recommends the approval of this Single Source purchase for new substation switchgear modifications and additional spare parts for the Sugar Creek Substation for a not to exceed amount of \$1,795,845.

Attached is a request from Mark Petty, Electric Director, for a resolution authorizing a purchase order in the total amount of \$1,795,845 to be issued to Avail Switchgear Systems. This includes the original 1,500,000 for the purchase of the substation switchgear and previous changes for \$272,145.

Respectfully,

A handwritten signature in black ink, appearing to read "Sara Foan-Oliver". The signature is fluid and cursive, with a large, sweeping flourish at the end.

Sara Foan-Oliver
Procurement Director



10/02/2023

City of Kirkwood

Attn: Mark Petty

Purchase Order: 230975

Ref: Schematics and Switch for Sugar Creek 15kV Switchgear

Avail Switchgear Systems Shop Order: C80175

Mr. Petty,

During review of the specification, the following changes were requested.

- Require terminal block points on schematics.
- Additional Test Switch.

Total price for changes. **\$23,700.**

Total pricing for C80175 is **\$1,795,845.**

Avail cannot make the above changes or proceed any further on this order until receipt of your official change notice authorization or rejection notice. Purchaser agrees their review and approval time for these changes may also cause a delay in the contract delivery date of this equipment. The delay time will be from the date of this notice to receipt of Purchaser's official change order or rejection notice plus 5 additional business days to restart the project. Liquidated Damages assessment or any other contractual agreements, if part of this purchase order, shall also be delayed by the same amount of time.

If you have any questions concerning this proposal or require further information, please contact your local Avail Switchgear Systems authorized sales representative.

Sincerely,

Avail Switchgear Systems
Brent Scrivner
Sales Engineer

cc: Zach Decker, Avail Switchgear Systems Sales Representative
cc: Justin Wilke, Avail Regional Sales Manager

RESOLUTION 117-2023

A RESOLUTION ACCEPTING THE PROPOSAL OF SCHAEFFER ELECTRIC COMPANY, INC. AT THE RATES PROVIDED IN THE BID TAB SHEET (A COPY OF WHICH IS ATTACHED HERETO AND INCORPORATED BY REFERENCE HEREIN) FOR ELECTRICAL SERVICES AND SUPPORT FOR THE CITY OF KIRKWOOD, ON AN AS NEEDED BASIS, FOR AN INITIAL TERM OF 12 MONTHS WITH THE OPTION TO RENEW FOR UP TO FOUR ADDITIONAL 12 MONTH TERMS, PENDING BUDGETARY APPROVAL, AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, a Request for Qualifications was developed and qualifications were received for Electrical Services and Support for the City of Kirkwood on an as needed basis, and

WHEREAS, a Selection Committee consisting of the Electric Director, Superintendent of Facilities Operations, and Procurement Officer reviewed the qualifications, and

WHEREAS, the Selection Committee recommends Schaeffer Electric Company, Inc. as the most qualified to provide Electrical Services and Support for the City of Kirkwood, on an as needed basis, at the rates provided in the bid tab sheet (a copy of which is attached hereto and incorporated by reference herein) for an initial term of 12 months with the option to renew for up to four additional 12 month terms, pending budgetary approval, and

WHEREAS, funds are available in various accounts.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KIRKWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The proposal of Schaeffer Electric Company, Inc. for Electrical Services and Support for the City of Kirkwood, on as needed basis, at the rates provided in the bid tab sheet (a copy of which is attached hereto and incorporated by reference herein) for an initial term of 12 months with the option to renew for up to four additional 12 month terms, pending budgetary approval, is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with Schaeffer Electric Company, Inc. for Electrical Services and Support for the City of Kirkwood, on as needed basis, at the rates provided in the bid tab sheet (a copy of which is attached hereto and incorporated by reference herein) for an initial term of 12 months with the option to renew for up to four additional 12 month terms, pending budgetary, approval.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

The City's Electrical Services and Support contract expired and the Procurement Department went out to bid. Schaeffer Electric submitted the most responsive and responsible rate based submittal. This will save the City both time and money for future electrical services and support. The City has a good working history with Schaeffer and their work.

Recommendations and Action Requested:

It is recommended that Mayor enter into a rate based contract with Schaefer Eclectic at rates provide.

Alternatives Available:

Bid out each time a job is required which would cost the City time and possible come in at higher rates.

Does this project have a public information component? Yes No

Cost: \$0.00

Account #: 10107035000000522010

Project #:

If YES, Budgeted Amount:

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

BY: Sara Foan-Oliver

Date: 10/6/2023

Authenticated: sfo

You can attach up to 3 files along with this request.



Schaeffer Rates.pdf
Adobe Acrobat Document
323 KB

File Attachment

File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Rachel Shelly

Date: 10/9/2023

Authenticated:

You can attach up to 3 files along with this request.



13975 Resolution Letter-
signed.pdf
Adobe Acrobat Document
222 KB

File Attachment

File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriations are available for electrical services as needed in various general ledger accounts.

BY: Sandra Stephens

Date: 10/10/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-16-23

5 Solicitation Notice

The City of Kirkwood in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, USC 2000d to 2000d-4 and Title 49, Code of Federal assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color or national origin in consideration for an award.

I have read and agree.

Bid Lines

1	Labor rate for Electrical Work Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$102.34"/> Total: <input type="text" value="\$102.34"/>
2	Labor rate for Electrician with Service Truck Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$102.34"/> Total: <input type="text" value="\$102.34"/>
3	Labor rate General Labor Work Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$81.75"/> Total: <input type="text" value="\$81.75"/>
4	Labor rate for Lighting Maintenance Technician With 30' Boom Truck Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$112.41"/> Total: <input type="text" value="\$112.41"/>
5	Labor rate for Low-Voltage Electrical Work Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$99.36"/> Total: <input type="text" value="\$99.36"/>
6	Labor rate with Service Truck Low Voltage Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$99.36"/> Total: <input type="text" value="\$99.36"/>
7	Labor rate for Audio/Visual Work Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$99.36"/> Total: <input type="text" value="\$99.36"/>
8	Labor rate with Service Truck Audio/Visual Quantity: <u> 1 </u> UOM: <u> EA </u> Price: <input type="text" value="\$99.36"/> Total: <input type="text" value="\$99.36"/>
9	Parts max markup (if applicable) Quantity: <u> 1 </u> UOM: <u> EA </u> Supplier Notes: <input type="text" value="Mark up is 15%"/> Price: <input type="text" value="\$1.15"/> Total: <input type="text" value="\$1.15"/>
10	Material max markup (if applicable) Quantity: <u> 1 </u> UOM: <u> EA </u> Supplier Notes: <input type="text" value="Mark up is 15%"/> Price: <input type="text" value="\$1.15"/> Total: <input type="text" value="\$1.15"/>

1
1

Additional Costs

Quantity: 1 UOM: EA Price: Total:

Supplier Notes:

Response Total: \$798.58

October 9, 2023

To: Russell B. Hawes, Chief Administrative Officer

For Your Consideration: Electrical Services and Support, RFP # 13975

On September 14, 2023, a Request for Proposal was issued to 111 suppliers for electrical services and support.

Proposals were received from Reinhold Electric, Inc., Nooter, and Schaeffer Electric Company, Inc.

The scope of services requested is for the City's electrical services and support, with the contractor responsible for furnishing all labor, tools and material necessary to design, maintain, repair, replace, or install Electrical Systems and Components, Low-voltage Electrical Systems and Components, and Audio-Visual Systems and Components within the City's buildings and grounds.

The proposals were reviewed by Mark Petty, Electric Director, Trace Walls, Superintendent of Facilities Operations, and Nick Morris, Procurement Officer. It was determined that Schaeffer Electric Company, Inc. is the lowest responsible bidder.

The anticipated contract term will be twelve (12) months with an option to renew annually thereafter one term at a time, up to four consecutive twelve (12) month terms. Funding for future years will be contingent upon budgetary approval.

Attached is a request from Sara Foan-Oliver, Procurement Director, for a resolution authorizing a contract to be issued to Schaeffer Electric Company, Inc. at the rates attached for Electrical Services and Support to be used on an as needed basis.

Respectfully,

Sara Foan-Oliver

Sara Foan-Oliver
Procurement Director

RESOLUTION 118-2023

A RESOLUTION ACCEPTING THE BID OF JOKERST PAVING IN THE AMOUNT NOT TO EXCEED OF \$969,338.35 (WHICH INCLUDES A CONTINGENCY OF \$125,000) FOR THE LONGVIEW BOULEVARD IMPROVEMENTS PROJECT FOR THE ENGINEERING DEPARTMENT AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, pursuant to law, the City solicited bids for the Longview Boulevard Improvements Project for the Engineering Department, and

WHEREAS, the most responsible bid received were that of Jokerst Paving in the amount not to exceed of \$969,338.35 (which includes a contingency of \$125,000), which bid acceptance is approved by the Chief Administrative Officer and recommended by the Director of Procurement and the Director of Public Services, and

WHEREAS, funds are available in Account #301-05-070-000-000-620060 (Sidewalk Improvements), Project #PW2406.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KIRKWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The bid of Jokerst Paving in the amount not to exceed of \$969,338.35 (which includes a contingency of \$125,000) for the Longview Boulevard Improvements Project for the Engineering Department is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with Jokerst Paving in the amount not to exceed of \$969,338.35 (which includes a contingency of \$125,000) for the Longview Boulevard Improvements Project for the Engineering Department.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan YES

Goal # & Title Goal 3. Quality of Life, Objective 1

Background To Issue:

The Engineering Department has assembled a bid package to construct new sidewalks on Longview Boulevard from Taylor to Woodlawn and on E Essex between Woodlawn and Longview. The Kirkwood Pedestrian and Bicycle plan identifies as this as a major sidewalk gap. Also included in the project are traffic calming features including speed humps and curb extensions and a mill and overlay for the entire limits of the project. Bid advertisements for construction of the project were sent to contractors through the Purchasing Department. The City received a record high 7 bidders for the project. Jokerst Paving submitted the lowest responsive bid of \$844,338.35. Jokerst Paving has completed similar paving projects in the Kirkwood with success.

Recommendations and Action Requested:

It is recommended that the City Council accept the bid submitted by Jokerst Paving for construction services and authorize an additional \$125,000 (approximately 15%) in contingency for a total authorized amount of \$969,338.35.

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$969,338.35 Account #: 301-05-070-000-000620060

Project #: PW2201

If YES, Budgeted Amount: \$969,338.35

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

BY: Christopher Krueger

Date: 10/10/2023

Authenticated: Ckrueger

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Rachel Shelly

Date: 10/10/2023

Authenticated:

You can attach up to 3 files along with this request.



File Attachment

File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$969,338.35 in GL account 301-05-070-000-000-620060, Sidewalk Improvements to approve the above as requested.

BY: Sandra Stephens

Date: 10/11/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve Disapprove

Chief Administrative Officer's Comments:

BY:

Date: 10-16-23

October 10, 2023

To: Russell B. Hawes, Chief Administrative Officer

For Your Consideration: Longview Boulevard Improvements - 13974

September 14, 2023, an Invitation for Bid was sent to 253 suppliers through the eProcurement platform, IonWave. Bids were opened on September 28, 2023.

The responses were as follows:

<u>Supplier</u>	<u>Total</u>
Jokerst Paving	\$844,338.35
Sweetens Concrete Services	\$861,810.38
Raineri Construction	\$875,911.13
JL Contracting LLC	\$954,937.63
K.J. Understall Construction	\$999,700.00
Gershenson Construction Co	\$1,006,804.18
Spencer Contracting	\$1,065,021.89

After reviewing the bids, the Engineering Department has decided to go with Jokerst Paving as they were the most responsive and responsible bid for the Longview Boulevard Improvement project.

Chris Krueger, Public Services Director, is requesting a contract to be issued to Jokerst Paving in the not to exceed amount of \$969,338.35, which includes a contingency amount of \$125,000 for the Longview Boulevard Improvements project.

Respectfully,

Sara Foan-Oliver

Sara Foan-Oliver
Procurement Director

RESOLUTION 119-2023

A RESOLUTION AMENDING THE CONTRACT WITH CRAWFORD, MURPHY, AND TILLY, INC. BY INCREASING THE AMOUNT BY \$169,642.76 (WHICH INCLUDES A CONTINGENCY OF \$10,000) FOR A TOTAL NOT TO EXCEED AMOUNT OF \$389,424.76 FOR CONSTRUCTION ENGINEERING SERVICES FOR THE STP-5502(609) GEYER ROAD RESURFACING PHASE II PROJECT AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO AN AMENDED CONTRACT.

WHEREAS, the City Council approved Resolution 113-2019 on August 1, 2019 entering into a contract with Crawford, Murphy, and Tilly, Inc. for STP-5502(609) Geyer Road Design Phase II Project in the amount not to exceed of \$219,782, and

WHEREAS, the City's Engineering Department is not staffed to perform construction engineering services in house for this project and is requesting Construction Engineering Services with Crawford, Murphy, and Tilly, Inc., and

WHEREAS, staff recommends amending the contract with Crawford, Murphy, and Tilly, Inc. by increasing the amount by \$169,642.76 (which includes a contingency of \$10,000) for a total not to exceed amount of \$389,424.76 for Construction Engineering Services for the STP-5502(609) Geyer Road Resurfacing Phase II Project, and

WHEREAS, funds are available in Account #301-05-070-000-000-620070 (Street Improvements), Project #PW2406.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KIRKWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The Mayor is hereby authorized and directed to enter into an amended contract with Crawford, Murphy, and Tilly, Inc. by increasing the amount by \$169,642.76 (which includes a contingency of \$10,000) for a total not to exceed amount of \$389,424.76 for Construction Engineering Services for the STP-5502(609) Geyer Road Resurfacing Phase II Project.

SECTION 2. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan YES Goal # & Title Goal 3. Quality of Life, Objective 1

Background To Issue:

The Missouri Highways and Transportation Commission have determined that the Geyer Road Resurfacing - Phase 2 Project is consistent with the goals of the Surface Transportation Program and has awarded the City of Kirkwood grant funding for the project. The City of Kirkwood is not staffed to perform construction engineering services in house and is requesting Construction Engineering Services for STP-5502(609) Geyer Road Resurfacing – Phase 2 project located from West Adams Avenue to Big Bend with Crawford, Murphy, & Tilly, Inc. (CMT). A supplemental agreement with to perform Construction Engineering Services is attached in the amount of \$159,642.76. The current contract amount with CMT is not to exceed \$219,782.00 for professional engineering services. If approved, the total amount not to exceed would be \$389,424.76.

Recommendations and Action Requested:

It is recommended the City Council increase the not exceed contracted amount with CMT by \$169,642.76, that includes a \$10,000 contingency for unforeseen issues, for a total amount of \$389,424.76 for Construction Engineering Services for STP-5502(609) Geyer Road Resurfacing – Phase 2 project located from West Adams Avenue to Big Bend.

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$169,642.76 Account #: 301-05-070-000-000-620070

Project #: PW2406

If YES, Budgeted Amount: \$169,642.76 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

BY: Christopher Krueger

Date: 10/10/2023

Authenticated: Ckrueger

You can attach up to 3 files along with this request.



!Rev1_Kirkwood_Geyer Road
 Resurfacing Phase 2_STP-5502
 (609)_Supplement Agreement
 No. 1_CMT Signed.pdf
 Adobe Acrobat Document
 675 KB

File Attachment

File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Rachel Shelly

Date: 10/10/2023

Authenticated:

You can attach up to 3 files along with this request.



13965 - Supplement
 Resolution Letter (002)-
 signed.pdf
 Adobe Acrobat Document
 223 KB

File Attachment

File Attachment

Step #3: If budgetary approval is required **(Must have Finance Department's approval).**

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$169,642.76 to GL account 301-05-070-000-000-620070, Street Improvements as requested above.

BY: Sandra Stephens

Date: 10/11/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve Disapprove

Chief Administrative Officer's Comments:

[Empty rectangular box for Chief Administrative Officer's Comments]

BY: 

Date: 10-16-23

CITY OF KIRKWOOD
STP-5502 (609)
GEYER ROAD RESURFACING – PHASE 2

**SUPPLEMENTAL AGREEMENT NO. 1
TO
ENGINEERING SERVICES CONTRACT**

This Supplemental Agreement is made part of an agreement dated August 27th, 2019 between the City of Kirkwood and Crawford, Murphy & Tilly, Inc (CMT) for engineering design services of the Geyer Road Resurfacing – Phase 2 Project STP-5502 (609). The purpose of this Supplemental Agreement is to allow the CMT team to:

1) Perform construction phase services on the project, as was the intent in the original LPA Request for Proposal. The final construction plans and project specifications are now complete, a work day study with the number of anticipated calendar days is known, and dates of work completion have been established in the project bid book. These final documents will serve as the basis for projecting the scope and fee herein submitted.

The total additional services shall be in an amount not to exceed one hundred fifty-nine thousand, six hundred and forty-two dollars and seventy-six cents (\$159,642.76) without further authorization. The total engineering design services (original plus supplement #1) shall not exceed three hundred and fifty-nine thousand, four hundred and forty-four dollars and fifty-eight cents (\$359,444.58). A detailed scope of services and fee follows and outlines the cost breakdown for this Supplemental Agreement.

Original Contract Ceiling	\$ 199,801.82
Supplemental Agreement No. 1	\$ 159,642.76
TOTAL	\$ 359,444.58

Supplemental Agreement No. 1 is accepted as defined herein:

OWNER: City of Kirkwood, Missouri

ENGINEER: Crawford, Murphy & Tilly, Inc.

BY: _____

BY: *Kevin Tulla*

TITLE: _____

TITLE: *Vice President*

DATE: _____

DATE: *9/20/23*

ATTEST:

BY: _____

BY: *John Keever*

TITLE: _____

TITLE: *Project Manager*

DATE: _____

DATE: *9/20/23*

Executed by the City on the _____ day of _____, 2023.

Scope of Services
GEYER ROAD RESURFACING – PHASE 2
CITY OF KIRKWOOD, MISSOURI

CE - TASK 1 - CONSTRUCTION PHASE SERVICES

After award of the construction contract, Crawford, Murphy & Tilly, Inc., hereinafter called the CONSULTANT will assist the City of Kirkwood, MO hereinafter called the CITY in administering the terms of the construction contract between the CITY and their Contractor. The CONSULTANT will endeavor to protect the CITY against defects and deficiencies in workmanship and materials in work by the Contractor. However, the furnishing of such project representation will not make CONSULTANT responsible for the construction methods and procedures used by the Contractor or for the Contractor's failure to perform work in accordance with the contract documents. Any inspection of the work conducted by the CONSULTANT and its officers, and employees, whether notice of the results thereof is provided to anyone or not provided to anyone, shall neither establish any duty on their part nor create any expectation of a duty to anyone, including but not limited to third parties, regarding workplace safety.

*Since the CONSULTANT cannot control the Contractor's number of working days, working operations, and time required to be on-site for construction phase services, additional time may be required, and additional material testing may be required than what was originally assumed; which would be justified in a supplement agreement to the original contract with the CITY.

CONSULTANT's services include the following:

1. Lead/conduct a preconstruction conference to discuss project details with the Contractor, with assistance from the City.
2. CONSULTANT will follow the MoDOT Engineering Policy Guide Section LPA:136.11 Local Public Agency Construction.
3. Perform site visits to observe the Contractor's progress and quality of work, and to determine if the work conforms to the contract documents. It is anticipated that survey staking and layout will be accomplished by the contractor's forces. The CONSULTANT will accompany City, MoDOT and FHWA representatives on visits of the project site as requested.
4. The CONSULTANT assumes to provide field services on the project an average of 20 hours per week for 35 weeks of construction, and 274 office staff hours for construction support, required submittal reviews, approvals, change orders, documentation, pay estimate reviews, sub-consultant administration, and billings. This is NOT full-time daily inspection. These hours are based on part-time inspection in accordance with the dates established in the Bid Book. January and February 2024 are assumed to be non-working months and those weeks have been taken out of the total weeks for construction for the daily inspector.
5. Check shop drawings and review schedules and drawings submitted by the Contractor.
6. Reject work not conforming to the project documents. Immediately bring to the attention of the CITY, failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence, which may be of interest to the CITY as well as all situations incapable of disposition in the field. He/she will also be available to attend conferences for the disposition of such matters when so requested by the CITY.
7. Prepare change orders for issuance by the CITY as necessary and assure that proper approvals are made prior to work being performed.
8. Review payrolls, perform wage rate interviews, and other related items called for in the contract documents.

Scope of Services
GEYER ROAD RESURFACING – PHASE 2
CITY OF KIRKWOOD, MISSOURI

9. Arrange for and review material tests in accordance with the Off-Systems Guide Schedule for Federal-Aid Acceptance Sampling and Testing (FAST) table in the LPA Manual, review material certifications furnished by Contractor, and arrange for laboratory testing of samples. Independent assurance samples and tests may be performed by MoDOT personnel and such sampling and testing is excluded from the work to be performed by the CONSULTANT under this contract.
10. TSi Geotechnical, Inc., a subconsultant to the CONSULTANT, will perform field and laboratory testing. See attached TSi Geotechnical's construction materials testing scope.
11. Maintain progress diary and other project records, measure and document quantities, and review monthly estimates submitted by the Contractor for payments. Resolve quantity differences with the contractor and provide recommendation to the CITY regarding payment of the estimate.
12. Be present during critical construction operations, including but not limited to the following:
 - a. concrete delivery, placing, and finishing
 - b. asphalt mill and overlay
 - c. removals
 - d. work affecting utilities
 - e. curb ramp, sidewalk, and ADA facility forming
 - f. driveway forming and construction
 - g. other major operations
13. Perform erosion control inspections following any runoff events and at a minimum once every 7 days. Document the erosion control inspections and inform the contractor of any deficiencies. Perform follow up inspections to ensure deficiencies are addressed promptly.
14. Participate in final inspection, provide the CITY with project documentation (diaries, test results, certifications, etc.).
15. Check and approve monthly pay requests from the Contractor and submit to the City for approval. The CITY will process pay requests and send to MoDOT for reimbursement.
16. Complete monthly construction progress reports to the CITY.

**ATTACHMENT B
OVERALL FEE SUMMARY**

**GEYER ROAD RESURFACING PHASE 2
CITY OF KIRKWOOD, MISSOURI**

TOTAL CONTRACT		
<u>FIRM</u>	<u>FEE</u>	<u>% OF TOTAL FEE</u>
Crawford, Murphy & Tilly, Inc.	\$ 133,454.76	83.60%
TSi Geotechnical, Inc	\$ 26,188.00	16.40%
TOTAL	\$ 159,642.76	100.00%

**ATTACHMENT B
CMT
DIRECT COSTS**

TASK

CE-1	Construction Phase Services				\$ 3,438.75
	Mileage:	5250	miles @	\$0.655 (Construction Phase Mileage)	\$ 3,438.75

35 weeks X 5 days/week x 1 trip per day average

TOTAL =	\$ 3,438.75
----------------	--------------------



June 21, 2023

Mr. John Keeven
Crawford, Murphy & Tilly
One Memorial Drive
St. Louis, MO 63102

Re: Proposal for Material Testing Services
Geyer Road Resurfacing – Phase 2
Kirkwood, MO
TSi Proposal No: SLM23051.00

Dear Mr. Keeven:

TSi Geotechnical, Inc. (TSi) , a M/D/WBE firm, is pleased to submit this proposal to Crawford, Murphy, & Tilly (CMT) to provide material and inspections services during Geyer Road Resurfacing – Phase 2 Kirkwood, Missouri.

1.0 PROJECT UNDERSTANDING

We understand the project consists of the construction of new sidewalks, curbs, and paved approaches. Along with the mill & overlay of Geyer road from station 0+51 to station 59+59.

2.0 SCOPE OF SERVICES

TSi will provide one technician for construction materials testing on a full/part-time as-needed basis, with additional personnel for as needed for additional help for concrete and/or compaction testing. More specifically, TSi will perform the following services:

CAST-IN-PLACE CONCRETE

- Perform field tests on structural and site concrete to measure slump, temperature and air content.
- Prepare compressive strength test specimens during placement of concrete and complete laboratory compressive strength tests on those samples at the specified dates. Concrete will be sampled at the frequency: One (1) set of six (6) cylinders will be cast per site visit.
- Obtain sample of concrete aggregate for purpose of gradation testing.

ASPHALT

- Obtain one (1) sample of loose mix asphalt per day for purpose of AC and Gradation.
- Obtain cores daily from placed asphalt, minimum of 4-cores obtained per days placement for purpose of density & thickness.

PROJECT MANAGEMENT

- Attend project meetings(as required).
- Provide project management for our scope of services.
- Report the results of our services.

3.0 STAFFING & DOCUMENTATION

A Technician/coring crew will perform the on-site construction documentation and materials testing services. Our Construction Services Manager will perform daily supervision of the technician's activities. Supervision would consist of reviewing daily field reports and daily communications with the field technicians in order to establish that construction is being performed in accordance with the project plans, specifications, and good engineering and construction practices.

TSi will document data and pertinent observations made in the field using our reporting software. Concrete Reports will be prepared for each set of cylinders tested in our laboratory. After office review and approval, final copies of field and laboratory reports will be sent to all designated parties involved in the project on a weekly basis.

4.0 SCHEDULE

We have estimated the hours of work at the site requiring TSi's services based on a review of the preliminary schedule and project plans, provided to us via email. Our fees provided herein are based on this preliminary schedule and estimates. Travel time is included in the site visits. The number of hours and tests described in the cost estimate does not constitute a minimum or maximum number of tests or hours that may be required for this project. TSi's services will be performed on a full/part-time basis, with additional TSi personnel scheduled when necessary for concrete placement activities. TSi will not be responsible for scheduling our services and will not be responsible for tests or observations that are not performed due to failure to schedule our services on the project outside normal work hours. Additional services required that are outside normal work hours should be scheduled a minimum of 24 hours in advance. Scheduling personnel will be on an as-available basis, which may require changes in personnel assigned to the project. We have made assumptions that some overtime shifts will be required during this project. Should additional overtime shifts be required, our estimated total fee may change. We recommend that the scope of services described in this proposal be provided to the person(s) who will be responsible for scheduling so that they are aware of the services that are proposed.

5.0 ASSUMPTIONS/CLARIFICATIONS

In preparing this proposal, TSi has made the following assumptions:

1. 30-trips to test concrete for sidewalks, curbs, and pave approaches.
2. Assumed asphalt to be placed over 3-days.
3. Assumed that coring will be performed at end of each days placement to utilize contractors traffic control for safety.
4. Due to variability in actual construction schedule, actual number of trips required to perform aforementioned scope of work could vary.

6.0 ESTIMATED COST

TSi's services for the project will be provided on a unit fee basis or Lump sum basis. Based on the scope of services described herein, our estimated fee is \$26,188.00.

The estimated fee will be adjusted for the final scope of services based on the attached unit fee schedule. The fees for any additional services that may be necessary will be billed on a unit rate basis, in accordance with the attached Unit Fee Schedule.

If overtime is required due to the contractor's schedule, an additional fee of 50% of the technician's hourly rate will be billed. We have assumed that overtime hours will be required for this project. We may not be aware of additional overtime issues prior to their occurrence.

7.0 PROJECT LIMITATIONS

TSi will perform only those services outlined previously. CMT and TSi may subsequently agree in writing to provide additional services under this agreement for additional compensation. Services provided by TSi will be consistent with the engineering standards prevailing at the time and in the area that the work is performed. No other warranty, expressed or implied, is intended.

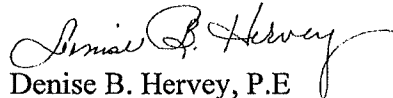
This fee estimate has been prepared using TSi's standard fee schedule and the information provided by the Client. TSi reserves the right to revise this proposal and fee estimate, at any time, if any flow down and/or contract provisions are required by Client or Owner to conform with any local, state or federal wage act requirements, including but not limited to the Davis-Bacon Act, as Amended, the McNamara-O'Hara Service Contract Act, or others, the required use of union labor, or for any required quality control and quality assurance plans, safety, security, vehicle, drug and alcohol testing, or any third party payment fees, or other requirements not specified in the Client's request for proposal or not defined in TSi's scope of services.

If this proposal is acceptable to you, please issue us a subcontract to us for the work, in accordance with the scope and fee presented in this proposal. We appreciate the opportunity to present this proposal to you for your consideration. Please feel free to call us if you have any questions or if you wish to discuss it in greater detail.

Sincerely,
TSI GEOTECHNICAL, INC.



Andrew DeClue, P.E
Director of Operations



Denise B. Hervey, P.E
Principal

**Geyer Road Resurfacing
Kirkwood, Missouri
Construction Materials Testing
Unit Fee Schedule**



Valid for work completed prior to December 31, 2023

	Unit Cost		Qty	Estimated Amount
<u>Personnel</u>				
Principle	\$ 68.00	hour	2	\$ 136.00
Project Manager	\$ 50.00	hour	15	\$ 750.00
Technician	\$ 25.00	hour	128	\$ 3,200.00
Coring crew (2 person)	\$ 60.00	hour	18	\$ 1,080.00
Administrative	\$ 21.00	hour	10	\$ 210.00
			subtotal	\$ 5,376.00
Overhead	1.9284			\$ 10,367.08
FCCM	0.7%			\$ 37.63
Fixed Fee	14%			\$ 2,209.30
			subtotal	\$ 17,990.00
<u>Equipment/Misc. Expenses/Laboratory Testing</u>				
Trip Charge	\$ 30.00	each	53	\$ 1,590.00
Gradation	\$ 100.00	each	2	\$ 200.00
Compressive Strength of Concrete Cylinders	\$ 20.00	each	180	\$ 3,600.00
Cylinder Molds	\$ 1.60	each	180	\$ 288.00
Coring charge	\$ 180.00	day	4	\$ 720.00
Core Density+thickness	\$ 60.00	test	16	\$ 960.00
AC+gradation	\$ 210.00	test	4	\$ 840.00
			subtotal	\$ 8,198.00
Total Fee Estimate				\$ 26,188.00

General Notes

1. Field testing of fill density and moisture; concrete slump, air content, and temperature; and asphalt pavement density is included in the hourly rate for the field technician.
2. A 3 hour minimum will apply to all field technician services.
3. Overtime at a rate of 1.5 times the normal hourly rate will be charged for field personnel who work more than 8 hours per day or on weekends and holidays.
4. We can provide fees for services and testing not listed above upon request.

October 11, 2023

To: Russell B. Hawes, Chief Administrative Officer

For Your Consideration: Geyer Road Design – Phase II Project, RFQ #13050, RFP #13245

The Missouri Highways and Transportation Commission has awarded the City of Kirkwood funding for the Geyer Road Resurfacing - Phase 2, project for being consistent with their goals of the Surface Transportation Program. This project was approved in August of 2019.

The City's Engineering Department is not staffed for Construction Engineering Services. The City is currently contracted with Crawford, Murphy and Tilly (CMT) on this project for Professional Engineering Services. The Engineering Department would like to add a supplemental agreement to their current contract of \$219,782.00.

Chris Krueger, Public Services Director, would like to add a supplemental agreement for Construction Engineering Services in the amount of \$169,642.76, which includes a contingency amount of \$10,000.00, to the current contract with CMT for a not to exceed amount of \$398,424.76.

Thank you,

Sara Foan-Oliver

Sara Foan-Oliver
Director of Procurement

RESOLUTION 120-2023

A RESOLUTION ACCEPTING THE BID OF RAINERI CONSTRUCTION IN THE NOT TO EXCEED AMOUNT OF \$1,902,721.27 (WHICH INCLUDES A CONTINGENCY OF \$172,974.66) FOR THE FEDERAL PROJECT STP-5502(609) GEYER ROAD PHASE II PROJECT AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, pursuant to law, the City solicited bids for the Federal Project STP-5502(609) Geyer Road Phase II Project, and

WHEREAS, the most responsible bid received were that of Raineri Construction in the amount not to exceed of \$1,902,721.27 (which includes a contingency of \$172,974.66), which bid acceptance is approved by the Chief Administrative Officer and recommended by the Director of Procurement and the Director of Public Services, and

WHEREAS, funds are available in Account #301-05-070-000-000-620070 (Street Improvements), Project #PW2406.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KIRKWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The bid of Raineri Construction in the amount not to exceed of \$1,902,721.27 (which includes a contingency of \$172,974.66) for the Federal Project STP-5502(609) Geyer Road Phase II Project is hereby accepted and approved.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with Raineri Construction in the amount not to exceed of \$1,902,721.27 (which includes a contingency of \$172,974.66) for the Federal Project STP-5502(609) Geyer Road Phase II Project.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan YES Goal # & Title Goal 3. Quality of Life, Objective 1

Background To Issue:

The City of Kirkwood was awarded Grant Funds through East West Gateway and MoDOT for a Surface Transportation Program (STP) Grant for the STP-5502(609) Geyer Road Phase II Project which includes street resurfacing and ADA curb ramp, spot curb and sidewalk replacement from Adams to Big Bend. Also, included are bicycle facilities in accordance with the Kirkwood Pedestrian and Bicycle Plan. Right of Way phase of the project has been completed. Construction services are needed for the construction of the STP 5502(609) Geyer Road Resurfacing Phase 2 Project. On September 12, 2023 bids were opened and Raineri Construction was the apparent low bidder at \$1,729,746.61. MoDOT reviewed the bids and granted Concurrence and agrees with the City to award Raineri Construction. Raineri also meeting the minimum DBE Goal of 15%.

Recommendations and Action Requested:

It is recommended the City Council approve the contract with Raineri Construction for a total amount of \$1,902,721.27, which includes a contingency of \$172,974.66 (approximately 10%).

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$1,902,721.27 Account #: 301-05-070-000-000-620070 Project #: PW2406

If YES, Budgeted Amount: \$1,902,721.27 If NO, or if insufficient funding (Complete Step #3).

Department Head Comments: Budgeted: YES

BY: Christopher Krueger

Date:

Authenticated:

You can attach up to 3 files along with this request.



Concurrence in Award.pdf
Adobe Acrobat Document
169 KB

File Attachment

File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing**

Director's approval).

Approve

Purchasing Director's Comments:

BY: Rachel Shelly

Date: 10/10/2023

Authenticated:

You can attach up to 3 files along with this request.



 File Attachment

 File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$1,902,721.27 in GL account 301-05-070-000-000-620070, Street Improvements to approval the above as requested.

BY: Sandra Stephens

Date: 10/11/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve

Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-16-23

From: MoDOT SharePoint Administrator
To: Jacyln L. Miller; Richard E. Holesinger; LAURA S ELLEN; LPASubmit
Cc: Kim.Temmen@modot.mo.gov; Rodney A. Braman
Subject: Concurrence in Award
Date: Wednesday, September 27, 2023 10:34:36 AM
Importance: Low

This sender is trusted.

MoDOT

Missouri Department of Transportation
Patrick K. McKenna, Director

105 West Capitol Avenue
P.O. Box 270
Jefferson City, Missouri 65102

1.888.ASK MODOT (275.6636)

09/27/2023

City of Kirkwood
Richard Holesinger

Re: Concurrence in Award
STP-5502(609)_2
Geyer Road Resurfacing - Phase 2

Dear Richard Holesinger

The Missouri Department of Transportation (MoDOT) concurs with the recommendation to award this project to Raineri Construction, with a low bid of \$1,729,746.61. MoDOT's External Civil Rights have approved the DBE participation submitted by the awarded bidder to fulfill the DBE Goal of 15%.

After executing the contract, please submit an electronic copy of the following documents to your MoDOT district contact:

Final Plans Package given to Bidders (include all addenda that were issued)
Fully Executed Contract
Payment Bond, Performance Bond
Insurance Certificate
Signed Worker Eligibility Verification Affidavit
Signed E-Verify Memorandum of Understanding (MOU)
Certification Regarding Affirmative Action signed by prime contractor (only if NOT utilizing MoDOT's Federal Project Bid Proposal Boilerplate)

MoDOT will grant the authority to issue the Notice To Proceed after these documents have been reviewed. The fully executed contract must be the same version that was shown in the bid proposal and must include all signatures, etc.

The itemized proposal is used in preparing a formal project agreement with FHWA. Upon FHWA's approval, a copy of the summary of estimated cost will be furnished for your use. You will then be able to submit invoices for reimbursement.

Please contact your district representative at <https://www.modot.org/contact-modot-lpa>, to coordinate the scheduling of a pre-construction conference or if you have any questions regarding the required submittals.

Sincerely,



Ashley Buechter, P.E.
Assistant State Design Engineer - LPA
(573)526-6997

Please do not respond to this automated email. Forward the email, with your questions or concerns to LPASubmit@modot.mo.gov

October 10, 2023

To: Russell B. Hawes, Chief Administrative Officer

For Your Consideration: Geyer Road Resurfacing – Phase 2, Federal Project #STP-5502 (609), Bid 13965

Bids were opened on September 12, 2023. The bid tabulation is as follows:

<u>Vendor</u>	<u>Total</u>
Raineri Construction	\$1,729,746.61
Spencer Contracting	\$1,757,705.66

Bid requests were also sent to 261 other suppliers; however, only the above suppliers submitted responses.

The bids were provided to Chris Krueger, Public Services Director and Richard Holesinger, City Engineer, for review. It is recommended that the bid be awarded to Raineri Construction, as their overall pricing is the lowest responsive and responsible bid meeting specifications.

Attached is a request from Chris Krueger for a resolution authorizing a contract to be issued to Raineri Construction for Geyer Road Resurfacing – Phase 2, Federal Project #STP-5502 (609) in the amount of \$1,729,746.61 with a contingency of \$172,974.66 for a total, not to exceed value of \$1,902,721.27.

Respectfully,

Sara Foan-Oliver

Sara Foan-Oliver
Procurement Director

RESOLUTION 121-2023

A RESOLUTION ACCEPTING THE PROPOSAL OF ETC INSTITUTE IN THE AMOUNT NOT TO EXCEED OF \$21,500 FOR A SINGLE CITY OF KIRKWOOD COMMUNITY SURVEY AND AUTHORIZING AND DIRECTING THE MAYOR TO ENTER INTO A CONTRACT.

WHEREAS, a Request for Proposals was developed and proposals were received for a single City of Kirkwood community survey, and

WHEREAS, a Selection Committee consisting of the Assistant Chief Administrative Officer, Assistant Director of Procurement, and Procurement Officer reviewed the proposals, and

WHEREAS, the Selection Committee recommends ETC Institute as the most qualified to provide a single City of Kirkwood community survey in the amount not to exceed \$21,500, and

WHEREAS, funds are available in Account #101-01-015-000-000-520075 (Other Professional Services).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KIRKWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The proposal of ETC Institute in the amount not to exceed \$21,500 for a single City of Kirkwood community survey is hereby accepted and approved as the most qualified.

SECTION 2. The Mayor is hereby authorized and directed to enter into a contract with ETC Institute in the amount not to exceed \$21,500 for a single City of Kirkwood community survey.

SECTION 3. This Resolution shall be in full force and effect after its passage and approval.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

Legislation Request

Resolution

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan NO Goal # & Title

Background To Issue:

Every two years the city undertakes a community survey to evaluate the state of city services and receive feedback from the community. A Request for Proposals was issued for a community survey and staff is recommending the selection of ETC Institute at the rates set forth in their proposal response, with the total cost not to exceed \$21,500.

Recommendations and Action Requested:

Contract with ETC Institute for a community survey in the amount of not to exceed \$21,500.

Alternatives Available:

Does this project have a public information component? Yes No

Cost: \$21,500.00

Account #: 101-01-015-000-000-520075

Project #:

If YES, Budgeted Amount: \$145,783.00

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

BY: David Weidler

Date: 10/12/2023

Authenticated: weidledc

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. **(Must have Purchasing Director's approval).**

Approve

Purchasing Director's Comments:

BY: Rachel Shelley

Date: 10/12/2023

Authenticated:

You can attach up to 3 files along with this request.



13986 Resolution Letter-
signed.pdf
Adobe Acrobat Document
120 KB

File Attachment

File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Budgetary Approval

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budgetary appropriation is available and sufficient for \$21,500 in GL account 101-01-015-000-000-520075, Other Professional Services to approve the above as requested.

BY: Sandra Stephens

Date: 10/12/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve Disapprove

Chief Administrative Officer's Comments:

BY: 

Date: 10-16-23

October 12, 2023

To: Russell Hawes, Chief Administrative Officer

For Your Consideration: Single Community Survey, RFP# 13986.

On October 5, 2023, a Request for Proposal for a single City of Kirkwood Community Survey was issued to 220 suppliers.

The City received proposals from ETC Institute and Policy Confluence Inc.

The proposals were reviewed by David Weidler, Assistant Chief Administrative Officer, Rachel Shelley, Assistant Director of Purchasing, and Nick Morris, Procurement Officer.

After a review of the qualified firms, the Selection Committee is recommending ETC Institute. This selected qualified firm will provide Community Survey development services for the Administration Department at the fixed rates detailed in their proposal response.

Attached is a request from David Weidler, Assistant Chief Administrative Officer, requesting a contract to be issued to ETC Institute for a not to exceed amount of \$21,500.00 to provide a single City of Kirkwood Community Survey.

Respectfully,

Sara Foan-Oliver

Sara Foan-Oliver
Director of Procurement

RESOLUTION 122-2023

A RESOLUTION DETERMINING THE INTENT OF THE CITY OF KIRKWOOD, MISSOURI, TO REIMBURSE ITSELF FOR CERTAIN CAPITAL EXPENDITURES WITH THE PROCEEDS OF CITY'S CERTIFICATES OF PARTICIPATION; AND ENGAGING THE SERVICES OF WM FINANCIAL STRATEGIES, AS MUNICIPAL ADVISOR, AND GILMORE & BELL, P.C., AS SPECIAL TAX COUNSEL, IN CONNECTION WITH THE DELIVERY THEREOF.

WHEREAS, the City of Kirkwood, Missouri (the "City") desires to acquire, improve, furnish and equip certain real property as a future site for the City's public works facility (\$12,500,000), acquire and equip a new ladder truck (\$2,040,000), and acquire, construct, improve, furnish and equip various other improvements to the City's water system including Pump Station 1 (\$3,750,000), and Community Center including the chiller and floor replacement at the ice rink (\$6,000,000), collectively, the "Project"; and

WHEREAS, the City desires to enter into lease transactions involving the sale and delivery of Certificates of Participation (City of Kirkwood, Missouri, Lessee), Series 2024 (the "Certificates") for the purpose of paying the cost of the Project; and

WHEREAS, the City desires to engage WM Financial Strategies (the "Municipal Advisor"), as municipal advisor, to advise and assist the City in structuring the Certificates, to solicit proposals from underwriters or other purchasers for the Certificates, and to prepare the Preliminary and Final Official Statements for the Certificates; and

WHEREAS, the City desires to engage Gilmore & Bell, P.C., as special tax counsel, to proceed with the preparation of all legal proceedings and documents necessary for the execution, sale and delivery of the Certificates.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF KIRKWOOD, MISSOURI, AS FOLLOWS:

SECTION 1. The City has made previously and expects to make capital expenditures on and after the date hereof in connection with the Project. The City intends to reimburse itself for capital expenditures in connection with the Project from the proceeds of the Certificates. The maximum net proceeds of Certificates expected to be issued for the Project is \$25,000,000.

SECTION 2. The City hereby engages WM Financial Strategies as municipal advisor to the City with respect to the execution, sale and delivery of the Certificates in accordance with the terms of the Municipal Advisor Agreement attached hereto as Exhibit A, which the Mayor is authorized to sign on behalf of the City. The Municipal Advisor is hereby authorized to prepare and distribute a Preliminary Official Statement and to solicit proposals from underwriters or other purchasers of the Certificates.

SECTION 3. The City hereby engages the law firm of Gilmore & Bell, P.C. to serve as the City's special tax counsel with respect to the execution, sale and delivery of the Certificates in accordance with the terms of the Proposal for Special Tax Counsel Services attached hereto as

Exhibit B, which the Mayor is authorized to sign on behalf of the City. Gilmore & Bell, P.C. is hereby authorized and directed to proceed with the preparation of all legal proceedings and documents necessary for the execution, sale and delivery of the Certificates.

SECTION 4. The officers and representatives of the City are hereby authorized and directed to take such actions as may be necessary to carry out the sale and delivery of the Certificates.

SECTION 5. This Resolution shall be in full force and effect from and after its passage and approval.

PASSED AND APPROVED THIS 19TH DAY OF OCTOBER, 2023.

Mayor, City of Kirkwood

ATTEST:

City Clerk

EXHIBIT A

MUNICIPAL ADVISOR AGREEMENT

EXHIBIT B

PROPOSAL FOR SPECIAL TAX COUNSEL SERVICES



GILMORE BELL

One Metropolitan Square
211 N. Broadway, Suite 2000
St. Louis, Missouri 63102-2746

(314) 436-1000 / (314) 436-1166 FAX / gilmorebell.com

October 10, 2023

Mayor and City Council
City of Kirkwood
139 S. Kirkwood Road
Kirkwood, Missouri 63122

Re: City of Kirkwood, Missouri – Proposed Delivery of Certificates of Participation, Series 2024

Dear Mayor and Members of the City Council:

We are pleased to submit this proposal to serve as special tax counsel in connection with the proposed delivery of Certificates of Participation (City of Kirkwood, Missouri, Lessee), Series 2024 (the “Certificates”). The purpose of this letter is to set forth our responsibilities and fees with respect to this financing.

As special tax counsel, we will perform the following services:

1. assist the City’s municipal advisor or underwriter in planning the financing and structuring the issue;
2. examine applicable law as it relates to the authorization and delivery of the Certificates and our opinions, and advise the City regarding the legal authority for the delivery of the Certificates and other legal matters related to the financing;
3. prepare the ordinances authorizing the Certificates, and other authorizing proceedings and legal documents relating to the authorization and delivery of the Certificates;
4. attend meetings and conferences related to the financing and otherwise consult with the parties to the transactions prior to the delivery of the Certificates;
5. assist the City’s municipal advisor or underwriter in preparing certain portions (described below) of the Official Statement or any other disclosure document to be disseminated in connection with the sale of the Certificates;
6. assist the City or others in obtaining from governmental authorities such approvals as we determine are necessary or appropriate with respect to the Certificates;

7. review certified proceedings and documents relating to the authorization and delivery of the Certificates;
8. render our legal opinions regarding the validity of the Certificates, the federal and Missouri income tax treatment of interest on the Certificates, and such related matters as may be necessary or appropriate;
9. coordinate the closing of the transaction with the City's municipal advisor or underwriter, and after closing assemble and distribute a transcript of the proceedings and documentation relating to the authorization and delivery of the Certificates; and
10. undertake such additional duties as we deem necessary to complete the financing and to render our opinions.

Our opinion will be executed and delivered by us in written form on the date the Certificates are exchanged for their purchase price and will be based on facts and law existing as of such date. Upon delivery of the opinion, our responsibilities as special tax counsel will be concluded with respect to this financing. Specifically, but without implied limitation, we do not undertake (unless separately engaged) to provide continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Certificates will continue to be excluded from gross income for federal income tax purposes or to assure compliance with the continuing disclosure requirements of applicable federal securities laws. Nonetheless, subsequent events may affect the tax-exempt status of interest on the Certificates and compliance with federal securities laws. Consequently, continued monitoring and other action to assure compliance with these requirements may be necessary. Should the City want our firm to assist with such compliance (*e.g.*, arbitrage rebate calculations and ongoing securities law disclosure), our participation in such post-closing matters must be specifically requested, and a separate engagement involving additional compensation will be required.

In rendering our opinion, we will rely upon the certified proceedings and other certifications of public officials and other persons furnished to us without undertaking to verify the same by independent investigation. We do not review the financial condition of the City, the feasibility of the projects to be refinanced with the proceeds of the Certificates, or the adequacy of the security provided to investors, and we will express no opinion relating thereto.

In performing our services as special tax counsel, our client will be the City and we will represent its interests. We assume that other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent their interests in this transaction. Our representation of the City does not alter our responsibility to render an objective opinion as special tax counsel.

As special tax counsel, we will not assume or undertake responsibility for the preparation of an Official Statement or any other disclosure document with respect to the Certificates (except as described herein), nor are we responsible for performing an independent investigation to determine the accuracy, completeness or sufficiency of any such document. However, if a disclosure document will be adopted or approved by the City, our responsibility will include the preparation or review of any description therein of: (i) the terms of the Certificates, (ii) legal matters, (iii) Missouri and federal law pertinent to the validity of the Certificates and the income tax treatment of interest paid thereon, (iv) appropriate description or summary of the documents authorizing the Certificates and (v) our opinion.

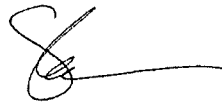
October 10, 2023

Page 5

Based upon our current understanding of the terms, structure, size (approximately \$24,750,000) and schedule of the financing, we propose a fee of \$65,000 (inclusive of out-of-pocket expenses). If the issue size increases over \$24,750,000, our fee will be \$65,000 plus \$2.00 per \$1,000 over \$24,750,000 (inclusive of out-of-pocket expenses).

If the foregoing terms of this engagement are acceptable, please have an appropriate official of the City sign and return the enclosed copy of this letter, retaining the original for your or the City's files. We look forward to working with you.

Very truly yours,



Shannon W. Creighton

SWC/mas

ACCEPTED and APPROVED:

Date: _____, 2023

CITY OF KIRKWOOD, MISSOURI

By: _____

Title: _____

Legislation Request

Resolution

Place On The Agenda Of: 10/19/2023

Step #1:

Strategic Plan Select... Goal # & Title

Background To Issue:

The City desires to acquire, improve furnish and equip certain real property as a future site for the City's public works facility (\$12,500,000), acquire and equip a new ladder truck (\$2,040,000), and acquire, construct, improve, furnish and equip various other improvements to the City's water system including Pump Station 1 (\$3,750,000), and Community Center including the chiller and floor replacement at the ice rink (\$6,000,000), collectively, the "Project." Certificate of Participation issue of \$24,290,000 plus issuance costs not to exceed \$25,000,000.

Recommendations and Action Requested:

I recommend the City proceeds with issuing Certificates of Participation as requested above.

Alternatives Available:

Defer projects until funding is secured.

Does this project have a public information component? Yes No

Cost: \$0.00

Account #: Various

Project #:

If YES, Budgeted Amount: \$0.00

If NO, or if insufficient funding (Complete Step #3).

Department Head Comments:

Budgeted: YES

I recommend the City proceeds with issuing the Certificates of Participation as requested above.


BY: Sandra Stephens

Date: 10/17/2023

Authenticated: stephesf

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #2: If request involves approval of bids, contracts, proposals, purchases, etc. (Must have Purchasing Director's approval).

Select...

Purchasing Director's Comments:

BY: Select...

Date:

Authenticated:

You can attach up to 3 files along with this request.

 File Attachment

 File Attachment

 File Attachment

Step #3: If budgetary approval is required (**Must have Finance Department's approval**).

Select...

From Account # or Fund Name:

To Account # or Fund Name:

Finance Director's Comments:

Budget appropriations will be contingent on the adoptions of future budgets. The \$12,500,000 debt will be funded by the three (3) Enterprise Funds, Electric, Water, and Sanitation. The \$2,040,000 debt will be funded by the General Capital Improvement Fund 301. The \$3,750,000 debt will be funded by the Water Fund. The \$6,000,000 debt will be funded by the Park Improvement Capital Fund 302.

BY: Sandra Stephens

Date: 10/17/2023

Authenticated: stephesf

Step #4: All Requests Require Chief Administrative Officer Approval for Placement on Meeting Agenda.

Approve Disapprove

Chief Administrative Officer's Comments:

BY:

Date:

10-16-23