NOTICE OF PUBLIC MEETING
SEPTEMBER 8, 2026 – 7:00 P.M.
BOARD OF ALDERMEN MEETING
TENTATIVE AGENDA

I. MEETING CALLED TO ORDER

II. ROLL CALL

III. APPROVAL OF AGENDA

IV. APPROVAL OF AUGUST 17, 2026 MINUTES

V. CITIZEN COMMENTS

Citizen comments are an opportunity for the Board to hear from residents. The Board generally does not engage in discussion or take action during this portion of the meeting. Please know that your comments are heard, and the appropriate alderman or City staff will follow up as appropriate.

VI. SWEARING IN OF POLICE OFFICER ANDREW METCALF

VII. **PUBLIC HEARING** — PROPOSED AMENDMENT TO THE SPECIAL USE PERMIT FOR GLENDALE CHRYSLER DEALERSHIP

VIII. BOARD DISCUSSION
   a. Application for Amended Special Use Permit for Glendale Chrysler Dealership

IX. PRESENTATION
   a. Prop S Debt Service – Martin Ghafoori, Stifel
   b. Prop S 2027 projects – Horner-Shifrin

X. ORDINANCE FOR SECOND READING AND FINAL APPROVAL

B14-26 AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO ENTER INTO A MISSOURI HIGHWAY AND TRANSPORTATION COMMISSION STP-URBAN PROGRAM AGREEMENT IN ORDER TO RECONSTRUCT E. ESSEX AVENUE FROM N. SAPPINGTON ROAD TO DEVON ROAD

XI. ORDINANCE FOR FIRST READING

B15-26 AN ORDINANCE AMENDING TITLE I, CHAPTER 115 OF THE MUNICIPAL CODE OF THE CITY OF GLENDALE, MISSOURI, TO ADOPT NEW CANDIDATE FILING DATES

XII. RESOLUTIONS

R35-26 A RESOLUTION AUTHORIZING A CONTRACT WITH GIRDNER CONTRACTING PERTAINING TO ROADWAY DRAINAGE

IMPROVEMENTS FOR GLENWAY DRIVE IN THE CITY OF GLENDALE, MISSOURI

R36-26 A RESOLUTION AUTHORIZING A CONTRACT WITH MAHONEY'S PLUMBING LLC FOR PLUMBING WORK PERTAINING TO THE RENOVATION OF THE OFFICE AND BREAKROOM AT THE GLENDALE PUBLIC WORKS FACILITY

R37-26 A RESOLUTION AUTHORIZING SUPPLEMENTAL AGREEMENT #2 TO THE ENGINEERING SERVICES CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH LOCHMUELLER GROUP PERTAINING TO THE NORTH SAPPINGTON ROAD SURFACE TRANSPORTATION PROGRAM PROJECT

XIII. REPORTS

XIV. ADJOURNMENT

XV. EXECUTIVE SESSION

Notice is hereby given that, subject to a motion duly made and adopted, the Board of Aldermen will hold a closed meeting pursuant to Section 610.021, RSMo: (1) legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys.

____

Frank Johnson
City Clerk/Administrator

Posted 3:00 p.m., September 3, 2026

MINUTES
BOARD OF ALDERMEN MEETING
AUGUST 17, 2026 –7:00 p.m.

CALL TO ORDER	A meeting of the Board of Aldermen of the City of Glendale was held on Monday, August 17, 2026. Mayor Wilcox presided and called the meeting to order at 7:00 p.m.
PLEDGE OF ALLEGIANCE	Mayor Wilcox led the Pledge of Allegiance.
ROLL CALL	<u>Aldermen Present</u> <u>Aldermen Absent</u> Alderman Nauman Alderwoman Volk Alderwoman Capshaw Cushing Alderwoman Fiordelisi Alderman Stewart Alderwoman Lane Also present were: City Administrator, Frank Johnson; Public Works Superintendent, Terry Jones; City Attorney, Brian Malone; Police Chief, Bob Catlett; Fire Chief, Jim Silvernail; Finance Director, and Dan Lawrence.
APPROVAL OF AGENDA	Moved by Alderman Stewart, seconded by Alderwoman Capshaw Cushing, and unanimously carried, to approve the agenda as submitted.
APPROVAL OF MINUTES	Moved by Alderman Stewart, seconded by Alderwoman Lane, and unanimously carried to approve the regular meeting minutes of August 3, 2026.
CITIZEN COMMENTS	Jim Byrne, 3 Highland Place: Mr. Byrne commented that Glendale code and construction rules not enforced and many residential properties not maintained. Tom Mehan, 103 Austin Place: Mr. Mehan commented about board of alderman responses should be forwarded to everyone in Glendale and that he was elated about speed bumps in his neighborhood slowing down traffic.
SWEARING IN OF POLICE STAFF- Sergeant Keith George	Mayor Wilcox administered the oath of office to Keith George, who was promoted from Patrolman to Police Sergeant.
TREASURER'S REPORT	Mr. Johnson reported that through one month of the current fiscal year the deficit for the General Fund was $336,471 caused by budgeted payments for insurance and other budgeted expenses. This was followed by a lengthy discussion regarding how St. Louis County has recently changed how the 1% sales tax is calculated causing Glendale to lose about $10,000 per month in revenues.

PRESENTATION

Andi Davis of H.R. Green introduced herself as the new City Engineer replacing Kori Neely who recently left the firm. Mayor Wilcox asked for a motion to approve Ms. Davis as City Engineer moved by alderman Stewart and seconded by Alderwoman Lane and unanimously approved.

ORDINANCES FOR FIRST READING

Bill 14-26-E. Essex Reconstruction. (Assigned Ord. No. 14-26)

Mayor Wilcox introduced Bill 14-26, an ordinance authorizing the City Administrator to enter into a Missouri Highway and Transportation Commission STP-Urban Program agreement in order to reconstruct E. Essex Avenue from N. Sappington Road to Devon Road.

Moved by Alderman Stewart, seconded by Alderwoman Capshaw Cushing and unanimously carried, to approve the first reading of bill 14-26 by title only.

Public Works Superintendent Terry Jones briefly explained the process of getting the signed documents, ROW acquisitions, with construction in 2030.

The ordinance passed 6-0.

RESOLUTIONS

R34-26 – Contract with Jokerst Paving along N. Sappington Road

Mayor Wilcox introduced Resolution R34-26, a resolution authorizing a contract with Jokerst Paving and Construction for roadway and sidewalk improvements along N. Sappington Road between Lockwood Avenue and Manchester Road.

City Administrator Johnson mentions how there is no more Federal Aid money available to the City and that the bids for the project came in higher than expected.

Moved by Alderman Stewart, seconded by Alderwoman Capshaw Cushing and unanimously approved Resolution 34-26.

REPORTS

Mr. Johnson reported he has completed the hiring process for the Community Engagement Officer following Ms. Wesche's resignation and that Morgan Forney will begin next Monday. Mr. Johnson also gave a lengthy explanation regarding the Plan Commission has approved the Special Use Permit regarding 10 more service bays for Glendale Chrysler.

ALDERMEN COMMENTS

Alderwoman Lane commented that the first completed phase of Prop S along Greenview looks good. There was then a lengthy conversation about bringing back National Day of Prayer in 2027.

Alderman Nauman brings up additional comments regarding Glendale Chrysler and how the approved showroom 20 feet from residential condos has been repurposed to service bays.

Alderman Nauman then questions the inspection process with a lengthy response from City Administrator Johnson.

Mayor Wilcox announces Jazzfest will be held September 18, 2026.

EXECUTIVE SESSION (closed)

Moved by Alderman Stewart, seconded by Alderwoman Lane, to adjourn to Executive Session pursuant to Section 610.021, RSMo: (1) legal actions, causes of action, litigation or privileged communications between the City's representatives and its attorneys.

The vote thereon was as follows:

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

ADJOURN

Moved by Alderman Stewart, seconded by Alderwoman Capshaw Cushing, and unanimously carried to adjourn the Board of Aldermen public meeting at 8:01 p.m.

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

July 27, 2026

Dear Resident/Property Owner,

The City of Glendale's zoning code allows for the operation of a new car dealership within the "C-2" Commercial District through the issuance of a Special Use Permit (SUP). The City originally issued the SUP to the Chrysler Corporation (formerly referred to as Chrysler Motors Corporation) in 1965. Over the years, the SUP has been amended through various ordinances and covers the properties at 10058, 10070 and 10088 Manchester Road. Most recently, the SUP was modified in 2023 to allow for a remodeled showroom, repair garage, and car wash, and in 2024 to allow for a parking lot at 10088 Manchester Road.

Earlier this month, the City of Glendale received a request from the Merlo Automotive Group, Inc., a wholly owned subsidiary of the Chrysler Corporation, to modify the SUP to allow for the continued usage of the western portion of the building for service bays instead of the remodeled showroom approved in the 2023 SUP amendment.

The Plan Commission will hold a public meeting regarding the proposed amendment on Wednesday, August 12, 2026 at 6:00 p.m. The Board of Aldermen of the City of Glendale will hold a public hearing on Tuesday, September 8, 2026 at 7:00 p.m. in the City Hall Auditorium, at 424 N. Sappington Road, Glendale, MO 63122 to consider this request by Merlo Automotive Group, Inc.

Citizens are invited to submit written comments or appear in person at the public meeting(s). If you require special accommodations (e.g., hearing impaired, etc.) to attend the public hearing on September 8, please contact City Hall at (314) 965-3600 by 5:00 p.m. Thursday, September 3, 2026, so that accommodations can be arranged. Written comments may be emailed to info@glendalemo.org.

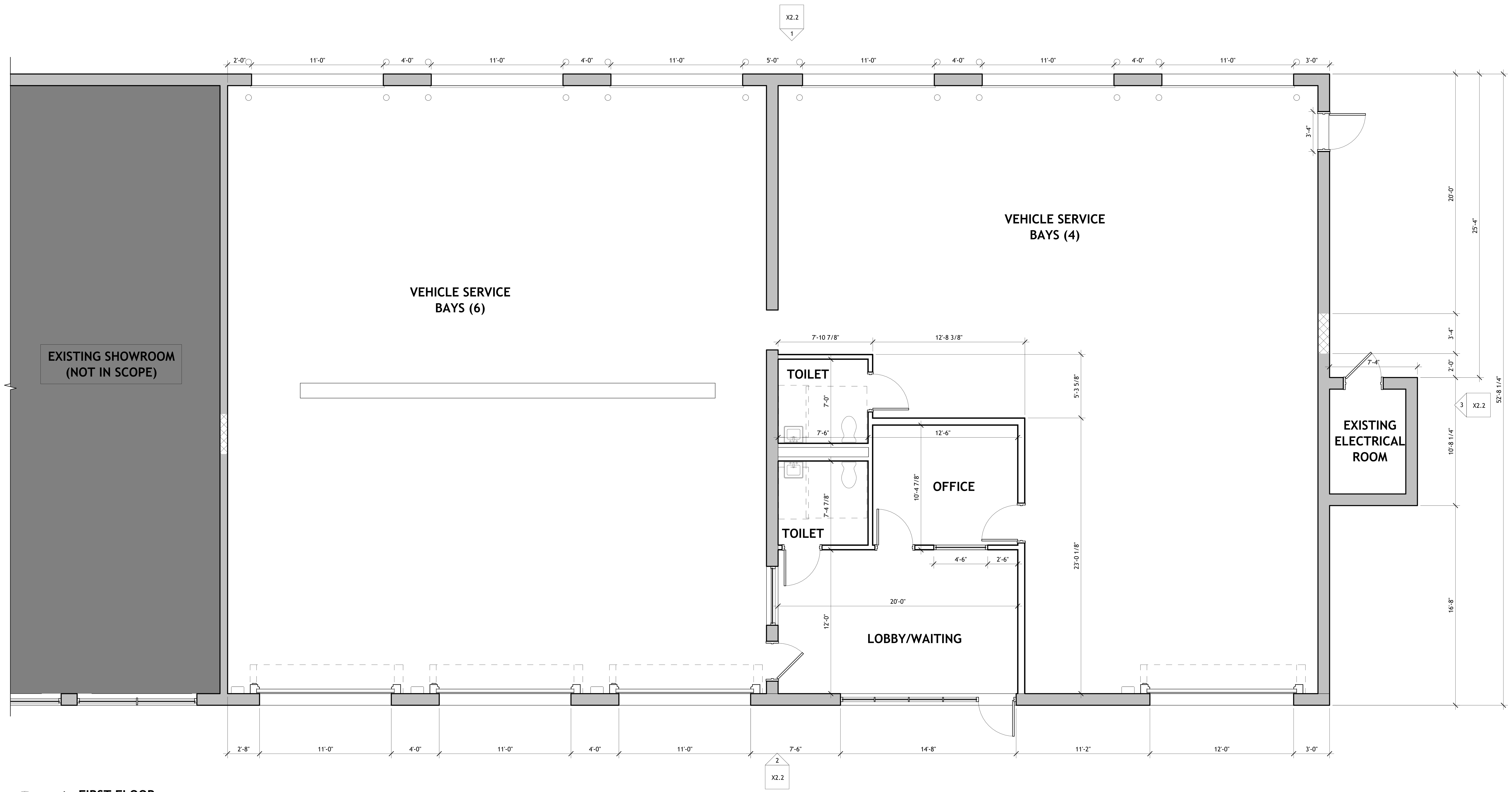
Plans and other information on the proposed service bays are available on the City's website at www.glendalemo.org/zoningmatters. Should you have any questions about this upcoming meeting, please do not hesitate to contact me.

Thank you,

Gabrielle Wesche
Community Engagement Officer

M+H ARCHITECTS

09/04/2026



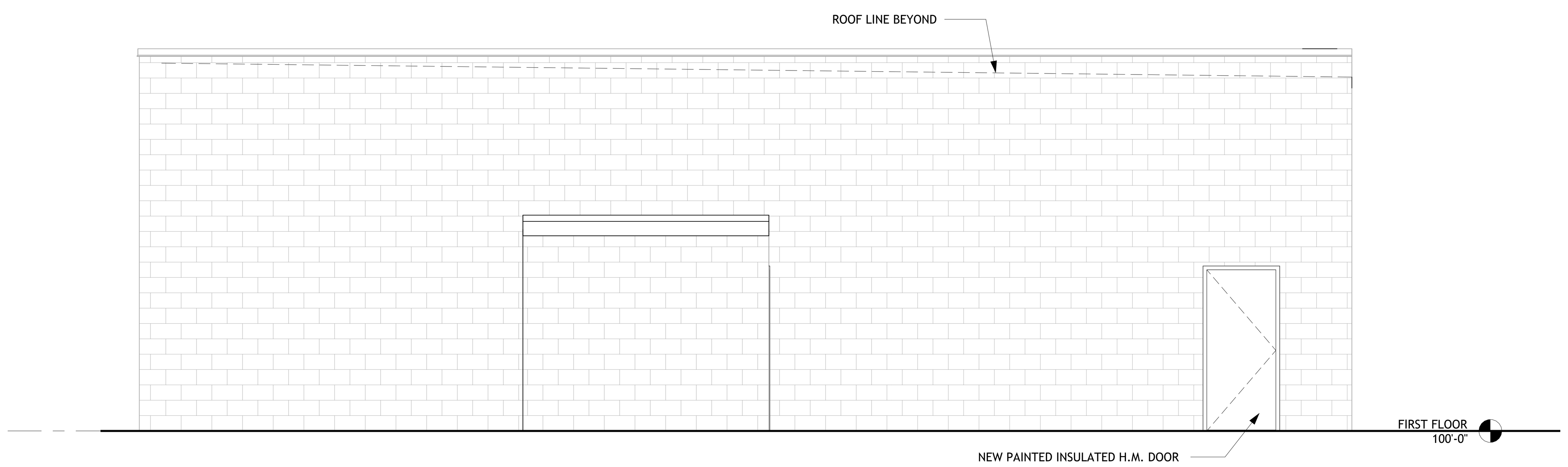
1 FIRST FLOOR
1/4" = 1'-0"

GLENDALE, MISSOURI

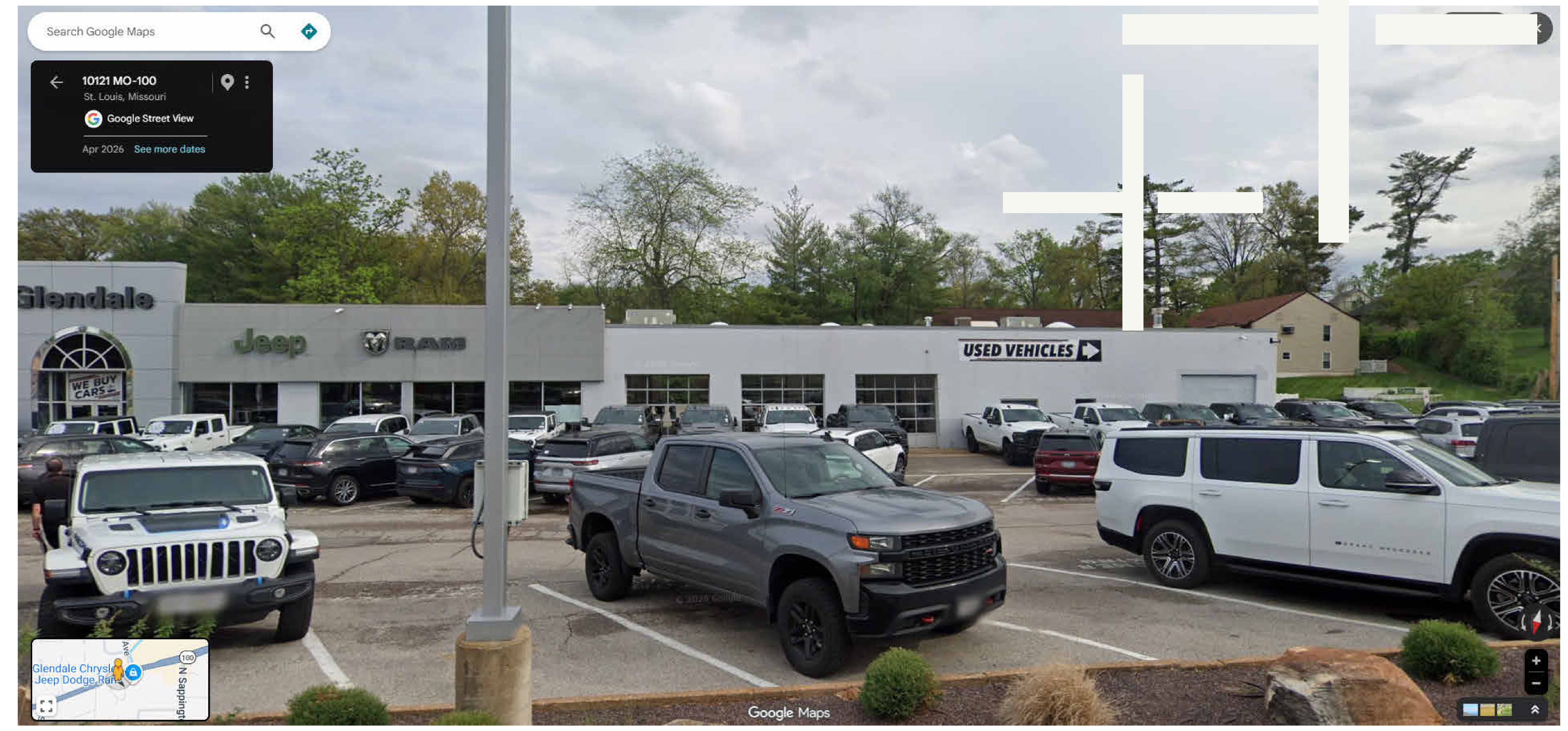
GLENDALE CHRYSLER

M+H ARCHITECTS

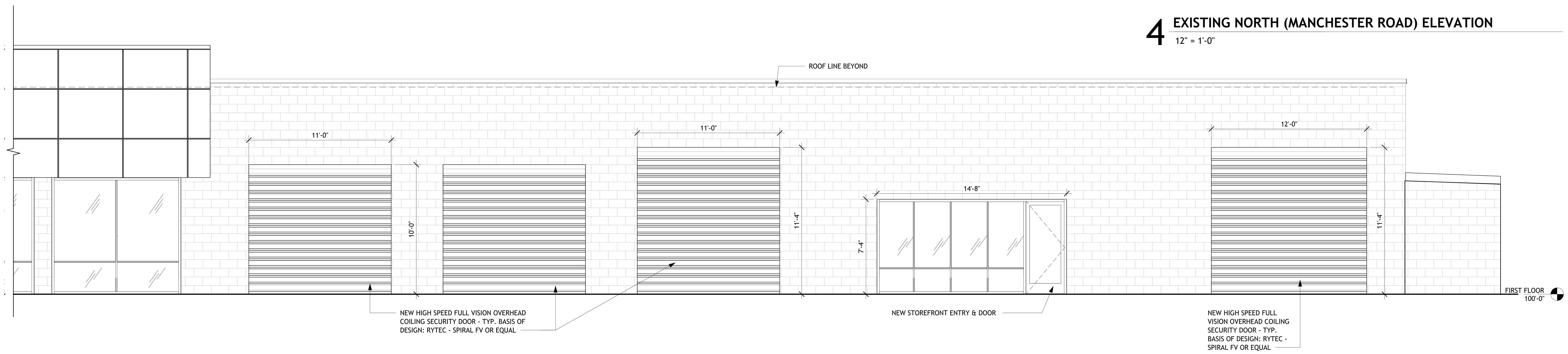
09/04/2026



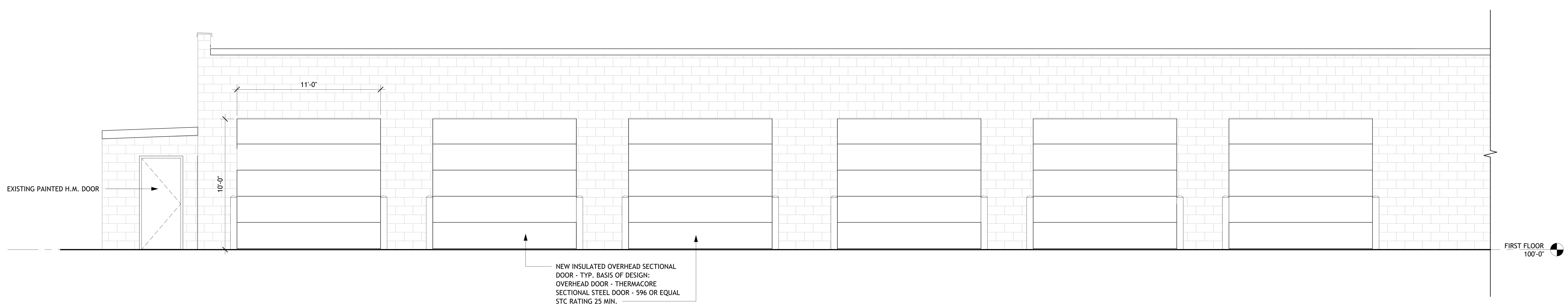
3 EAST ELEVATION
1/4" = 1'-0"



4 EXISTING NORTH (MANCHESTER ROAD) ELEVATION
12" = 1'-0"



2 NORTH ELEVATION (MANCHESTER RD)
1/4" = 1'-0"



1 SOUTH ELEVATION
1/4" = 1'-0"

GLENDALE, MISSOURI

GLENDALE CHRYSLER

09/04/2026

M+H ARCHITECTS

ARCHITECTURAL CONCEPT SITE PLAN

SCALE: 1" = 30'-0"

GLENDALE, MISSOURI

GLENDALE CHRYSLER

596

THERMACORE® DOOR SYSTEMS

EXTRA HEAVY-DUTY INSULATED STEEL SECTIONAL DOORS

SOUND SUPPRESSION CAPABILITIES.
EXCEPTIONAL THERMAL EFFICIENCY.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

Standard features at a glance

Thermal efficiency

U-factor[1]	0.10
R-value[2]	17.40 (3.06 K m²/W)
Thermal break	PVC
Air infiltration	at 15 mph (24 kmph): .08 cfm/ft² (1.46 m³/hr/m²)

Construction

Panel thickness	2" (51 mm)
Max height[3]	24'1" (7341 mm)
Max width[3]	36'2" (11024 mm)
Exterior steel	20-gauge galvanized
Exterior surface	Flush, textured
Standard springs	10,000 cycle
Sound transmission rating	Class 26

Color options

Interior colors	White
Exterior colors	White, Gray, Tan, Industrial Brown

Limited warranty

10-year delamination
1-year door
3-year/20,000 cycle door and operator system (material and workmanship)

Options

- Thermal glazing
- Aluminum sash section available to 24'2" (7366 mm) wide
- Four section pass door
- High-usage components
- Wind load options
- Electric operator
- Chain hoist
- Posi-Tension™ drums
- Safety bottom fixtures
- Bottom-sensing edge
- Flexible jamb, header seal
- Exhaust ports

DASMA Door & Access Systems Manufacturers Association International
THERMAL PERFORMANCE VERIFICATION PROGRAM
www.dasma.com/thermal

Overhead Door™ Brand participates in the DASMA Thermal Performance Verification Program. The program verifies the thermal performance of sectional doors. The lower the U-factor rating, the better the thermal performance.

Symbol indicates verified U-factor rating in accordance with the DASMA Thermal Performance Verification Program.

[1] U-factor is a measure of thermal efficiency. The lower the U-factor the greater the insulating properties of the door. U-factor is independently tested and verified per ANSI/DASMA 105 using solid doors and specific product sizes.

[2] R-value is a measure of thermal efficiency. The higher the R-value the greater the insulating properties of the door. Overhead Door Corporation uses a calculated door section R-value for our insulated doors.

[3] Maximum door size is dependent on weight. Doors are not available to the maximum height at the maximum width.

Cover image: *White finish, Double Thermal Acrylic*

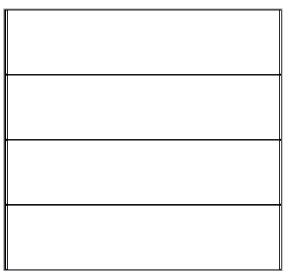
Superior sound suppression

The Thermacore® Model 596 is ideal for extra heavy-duty applications where both thermal efficiency and sound suppression are desirable.

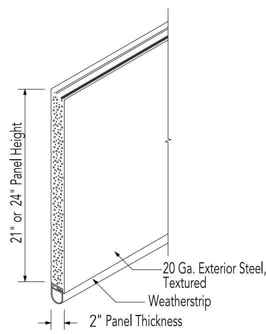
It incorporates the Thermacore® steel-polyurethane-steel panel construction, which provides a thermal barrier to withstand harsh climates and demanding environmental requirements. The result is a solid, well-built door that keeps both the weather and unwanted sound at bay.

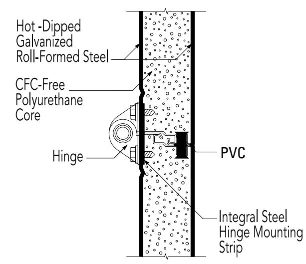
Installation and service: Overhead Door Company of Glens Falls™

Panel options



Flush panel





Color options

White Industrial Brown Gray Tan

Actual colors may vary from brochure due to fluctuations in the printing process. Always request a color sample from your Overhead Door™ Distributor for accurate color matching.

Glazing options

Double Thermal Acrylic (25" w by 12" h)

Aluminum Sash Section* with DSB glazing

*Standard color White

Insulated DSB (24" w by 7" h)

Clear Long** (44" w by 15" h)

**Not available on doors wider than 20'2"

Installation and Service: Overhead Door Company of Twin Falls™.

Architect's Corner

A resource for architects, containing comprehensive technical and resource materials to support your project, including drawings and specifications for commercial doors.

www.overheaddoor.com

The original, innovative choice for unequalled quality and service.

Overhead Door Corporation pioneered the upward-acting door industry, inventing the first upward-acting door in 1921 and the first electric door operator in 1926. Today, we continue to be the industry leader through the strength of our product innovation, superior craftsmanship and outstanding customer support, underscoring a legacy of quality, expertise and integrity. That's why design and construction professionals specify Overhead Door™ products more often than any other brand. Our family of over 400 Overhead Door™ Distributors across the U.S. and Canada not only share our name and logo, but also our commitment to excellence.

OVERHEAD DOOR®

INDUSTRY LEADING
COMMERCIAL & INDUSTRIAL SOLUTIONS

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overheaddoor.com

RYTEC a NUCOR company

Spiral® FV®

High-Performance Full Vision Rigid Rolling Door

Spiral® FV®

Ultra-High Speed, Security and Full Vision - All in One Door

Take one look at the Spiral® FV® (Full Vision) rigid rolling door in action and it makes an immediate impression. Even with ultra-high opening speed, its unique Spiral technology provides remarkably quiet operation. Its top-to-bottom full-width window slats offer extra visibility and safety, not to mention a sharp, high-tech look. All of which promote an enviable image of cutting-edge operations.

For modern production and commercial environments with high traffic, the Spiral FV will take your facility's look and efficiency to a higher level. Because its anodized aluminum slats will not corrode, you can count on its look to last for many years even under the worst weather conditions.

Spiral FV high performance is guaranteed with a **5-year limited warranty**.

High Speed
- Opening speed of up to 100 inches per second improves traffic flow in fast-paced environments

Full Vision
- Full-width LEXAN™ window slats with MARGARD™ coating provide maximum visibility and durability

Ultra Quiet
- Spiral track design features no metal-to-metal contact for remarkably quiet operation

Safety is Standard
- SmartSurround® Advanced Detection & Alert System and Advanced³ Light Curtain Safety System

Smooth Operation
- Advanced System 4® door controller enables precise door positioning, speed adjustment and control of all door functions

Energy Efficient & Tight Seal
- LEXAN polycarbonate slats and durable rubber membrane provide a 100% seal against dust, drafts and inclement weather

SPIRAL® FV®

HIGH-PERFORMANCE FULL VISION RIGID ROLLING DOOR

Automotive Dealership
Government & Municipalities
Parking
Security

Size/Dimensions

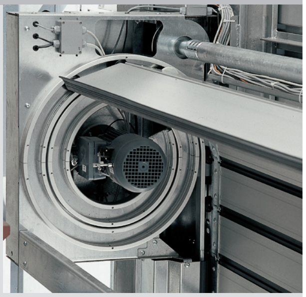
- Maximum width up to 20'
- Maximum height up to 19'8"

Travel Speed

- Opening speed up to 100 inches per second

Spiral Technology

- Unique, patented design creates no metal-to-metal contact, resulting in less wear and tear on the panel
- Ultra quiet and low maintenance operation
- Utilizes AC drive motor with variable speeds to allow for soft acceleration and deceleration



AC drive motor

Architectural Styling

- Sleek, clear anodized aluminum slat frames with 9-inch-high clear or tinted LEXAN™ polycarbonate windows
- Durable 'Rytec silver' powder coated finish* is UV-stable and resists rust, corrosion and fingerprints
- Full-height/full-width visibility for added safety plus rigid-door security

Nine-inch high vision slats for increased visibility

Electrical Controls

- System 4® controller housed in a NEMA 4X rated enclosure with factory set parameters
- Intelligent processor monitors and controls power consumption during operation
- Advanced self-diagnostics for troubleshooting

System 4 shown with optional rotary disconnect

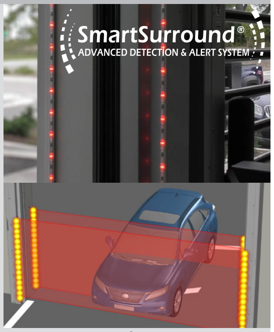
Panel Design

- Integral rubber weatherseal between the slats provides a tight weatherseal across the entire panel
- Patented hinge design allows for removal and replacement of individual slats without disassembling the door panel

Integral rubber weatherseal

Safety is Standard

- **SmartSurround® Advanced Detection and Alert System** Intuitive light curtain system + LED safety lights for traffic recognition, detection and alerting
- Advanced³ Light Curtain Safety System continuously monitors doorway opening
- Mechanical brake release lever allows door opening in the event of power failure



SmartSurround® light curtains and LED light strips provide 4-corner perimeter guard

Warranty

- Five-year limited warranty on motor/mechanical components and materials
- Two-year limited warranty on electrical components
- Properly maintained, LEXAN windows are covered by a 7-year limited warranty against breaks and excessive haze or yellowing

Options

- Pre-wired premium package
- Translucent bronze or grey tinted slats
- Hood and motor covers
- Compact BTA4 remote door controller
- Electric reversing edge with Ry-Wi® Wireless System
- Powder coated finish also available in RAL classic colors or custom match
- Multiple door activation options available; contact factory for details

Grey tinted slats shown

Standard maximum sizes shown; larger sizes may be available upon request.

*Side columns and head console; excludes some US/R models.

American Owned, American Made

Watch All Rytec Testimonials

Specifications subject to change

 LIT080924

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888-GO-RYTEC
info@rytecdoors.com
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W223N16601 Cedar Parkway
Jackson, WI 53037-0403

RYTEC® a NUCOR company

AN ORDINANCE AMENDING THE SPECIAL USE PERMIT TO MERLO AUTOMOTIVE GROUP, INC. FOR THE EXPANSION OF A NEW CAR SALES DEALERSHIP AND USED CAR SALES AGENCY IN CONJUNCTION THEREWITH AT 10070 MANCHESTER ROAD AND A REPAIR GARAGE AND OFFICE SPACE AT 10058 MANCHESTER ROAD AND A VEHICLE STORAGE LOT AT 10088 MANCHESTER ROAD

WHEREAS, the City of Glendale has, by Chapter 400 of the Municipal Code, divided the city into districts and established regulations governing the use of land and the location of buildings therein, and

WHEREAS, Section 400.420 of Chapter 400 of the Municipal Code of the City of Glendale, Missouri, provides that the Board of Aldermen by Special Use Permit, may authorize the location and operation of a new and used car dealership and in conjunction therewith a repair garage, and an outdoor new and used car sales and display lot within the C-2 Commercial District of the City; and

WHEREAS, Merlo Automotive Group, Inc., currently operates a new and used car dealership and a repair shop located at 10070 and 10058 Manchester Road under special use permits pursuant to Ordinance Number 25-24; and.

WHEREAS, Merlo Automotive Group, Inc. has filed an application to amend the special use permit to permit the use of the western portion of the building at 10070 Manchester Road as service bays instead of a dedicated Jeep showroom, with the intent that all other conditions and requirements of the special use permit approved by ordinance 25-24 shall remain in full force and effect; and

WHEREAS, the application to amend the special use permit for 10058, 10070 and 10088 Manchester Road was referred to the City Plan Commission for review, and, at its _______, 2026 meeting, the City Plan Commission issued its recommendation to approve the proposed amendment to the special use permit subject to the conditions stated in Ordinance 25-24; and

WHEREAS, the Board of Aldermen called a Public Hearing on such proposed amendment to the special use permit for the 8th day of September, 2026, and a notice of such Public Hearing was published on the City's website on August 31st, 2026, published on July 31st 2026, in the St. Louis Countian, a newspaper of general circulation in the City of Glendale, and copies of such notice were mailed via First Class Mail to all property owners shown by the City's tax records within three hundred (300) feet of the boundaries of the subject property;

WHEREAS, a Public Hearing was held before the Board of Aldermen of the City of Glendale on September 8, 2026, at 7:00 P.M. with respect to this application.

WHEREAS, the Board of Aldermen of the City, after due and careful deliberation, has concluded that amendment of the special use permit would meet the requirements of the Zoning Code of the City of Glendale, Missouri and would not: (a) substantially increase traffic hazards or congestion; (b) substantially increase fire hazards; (c) adversely affect the character of the neighborhood; (d) adversely affect the general welfare of the community; or (e) overtax public utilities.

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

SECTION ONE:

The Board of Aldermen of the City of Glendale, after due and careful deliberation, does hereby conclude that amending the special use permit for Merlo Automotive Group, Inc. ("Permittee") for the use of the premises at 10058, 10070 and 10088 Manchester Road, in accordance with the plans submitted to the City and marked as "Received" on July __, 2026, for purposes of operating a new car dealership and in conjunction therewith a repair shop, new and used car sales and display lot, vehicle storage, and a car wash for use solely by the dealership, subject to compliance with the conditions set forth in Section Three of Ordinance 25-24, meets the requirements of the Zoning Code of the City of Glendale, Missouri and would not (a) substantially increase traffic hazards or congestions; (b) substantially increase fire hazards; (c) adversely affect the character of the neighborhood; (d) adversely affect the general welfare of the community; or (e) overtax public utilities.

SECTION TWO:

Subject to the conditions hereinafter provided and the conditions stated in Section 3 of Ordinance 25-24, the Special Use Permit issued by Ordinance Number 25-24 is hereby amended, and Permittee is authorized to continue to operate a new car dealership and in conjunction therewith, a repair shop and new and used car sales and display lot, vehicle storage and a car wash for use solely by the dealership on the following terms and conditions at 10058, 10070 and 10088 Manchester Road:

(A) To continue to locate and operate a new car dealership and in conjunction therewith a repair shop, new and used car sales and display lot, office space, and in connection with the operation of such dealership to construct a 70' x 74' addition to its facility to house the dealership's expanded service and repair operations, a new 50' x 75' car wash, and a new 7' Bufftech Galveston style fence in Sierra Blend color, pursuant to the detailed final development plan as submitted to the City for 10070 and 10058 Manchester Road, Glendale, Missouri 63122 stamped as “Received” by the City on August 17, 2023, and to construct a vehicle storage lot upon the 0.757 +/- acre parcel at 10088 Manchester Road pursuant to the vehicle storage lot improvement plans as submitted to the City for 10088 Manchester Road, Glendale, Missouri 63122 stamped as “Received” by the City on November __, 2024, and to construct, maintain and operate ten (10) additional service bays and related facilities within the western portion of the building located at 10070 Manchester Road according to the plans marked “Received” by the City on ______, 2026.

SECTION THREE:

The Special Use Permit herein granted shall be conditioned upon and shall become and remain in force and effect only under the terms and conditions as stated in Section 3 or Ordinance 25-24, which terms and conditions are expressly incorporated herein by reference.

SECTION FOUR:

This Special Use Permit, as amended, shall remain in full force and effect so long as Permittee shall comply with all the terms and conditions thereof. In the event that Permittee shall breach any of these conditions, Permittee shall be given a written notice of such breach by the City of Glendale, delivered to any person in charge of the office of Permittee. If such condition is not corrected within a reasonable time and in any event within thirty (30) days of the delivery of such notice, it is agreed that the City of Glendale shall have the right to close down the operations, under the Special Permit, until such time as Permittee shall comply with all terms and conditions of said permit or permits.

SECTION FIVE:

The permit issued hereby shall become effective and be in full force at such time as the City of Glendale has received an acknowledgement from Permittee accepting the terms of this ordinance.

SECTION SIX:

This Ordinance shall be effective immediately on its passage and approval.

This Ordinance passed and approved this __ day of __________, 20__.

____
Michael A. Wilcox

Mayor

ATTEST:

____
Frank Johnson
City Administrator/City Clerk

CITY OF Glendale

SB190 Impact

September 2026

Martin Ghafoori
Managing Director

501 N. Broadway
St. Louis, MO 63102

Direct: (314) 342-8467
Fax: (314) 342-2179
ghafoorim@stifel.com

STIFEL | Public Finance

Timing of SB190 Events

- 2024 – St. Louis County carved debt service tax levy increases out as exempt from SB190
- July 2025 – City's 2025 General Obligation Bonds are closed and funded
- August 2025 – St. Louis County removed the debt service exclusion from SB190
- September (annually) – City sets tax rates
- November 2, 2025 – SB190 Impact Report was published by St. Louis County

SB190 Impact to City

2025 Residential Tax Rates	
General	$0.2680
Pension	$0.1900
Debt Service	$0.5300
Total	$0.9880

Eligible Senior Property Tax Freeze Impact	SB190 Debt Service Levy Impact	SB190 % Impact
$192,574	$0.06469	12.21%

- Debt Service Levy Impact assumes debt service fund carries 100% of the lost revenue

Stifel | Public Finance

SB190 Debt Service Levy Impact for 2025 Issuance – Current Update

Tax Year	Debt Year	AV	Growth*	Tax Rate*	Tax Rev @ 100.00%	SB190 Lost Revenue	SB190 Levy Loss	Aggregate Debt Service	Req'd Levy	Source (Use) of Fund Bal	Fund Balance	% of DS
2022	2023	**228,818,547**	**act.**	**0.274**								
2023	2024	**254,523,792**	**11.23%**	**0.246**								
2024	2025	**254,084,037**	**-0.17%**	**0.246**								
2025	2026	**296,018,388**	**16.50%**	**0.530**							606,956	38%
2026	2027	**298,224,908**	**0.75%**	0.530	1,580,592	(192,574)	0.06457	1,614,625	0.541	(226,607)	380,349	24%
2027	2028	307,171,655	3.00%	0.530	1,628,010	(192,574)	0.06269	1,615,750	0.526	(180,314)	200,035	19%
2028	2029	310,243,372	1.00%	0.530	1,644,290	(192,574)	0.06207	1,044,500	0.337	407,216	607,251	55%
2029	2030	316,448,239	2.00%	0.530	1,677,176	(192,574)	0.06085	1,100,125	0.348	384,477	991,727	90%
2030	2031	319,612,722	1.00%	0.530	1,693,947	(192,574)	0.06025	1,103,500	0.345	397,873	1,389,601	126%
2031	2032	326,004,976	2.00%	0.530	1,727,826	(192,574)	0.05907	1,105,925	0.339	429,327	1,818,928	164%
2032	2033	329,265,026	1.00%	0.530	1,745,105	(192,574)	0.05849	1,112,275	0.338	440,256	2,259,184	202%
2033	2034	335,850,326	2.00%	0.530	1,780,007	(192,574)	0.05734	1,117,375	0.333	470,058	2,729,241	243%
2034	2035	339,208,830	1.00%	0.530	1,797,807	(192,574)	0.05677	1,121,225	0.331	484,008	3,213,249	285%
2035	2036	345,993,006	2.00%	0.530	1,833,763	(192,574)	0.05566	1,128,800	0.326	512,389	3,725,638	328%
2036	2037	349,452,936	1.00%	0.530	1,852,101	(192,574)	0.05511	1,134,500	0.325	525,027	4,250,665	374%
2037	2038	356,441,995	2.00%	0.530	1,889,143	(192,574)	0.05403	1,137,875	0.319	558,694	4,809,358	420%
2038	2039	360,006,415	1.00%	0.530	1,908,034	(192,574)	0.05349	1,143,875	0.318	571,585	5,380,943	469%
2039	2040	367,206,543	2.00%	0.530	1,946,195	(192,574)	0.05244	1,147,375	0.312	606,246	5,987,189	519%
2040	2041	370,878,609	1.00%	0.530	1,965,657	(192,574)	0.05192	1,153,250	0.311	619,833	6,607,022	571%
2041	2042	378,296,181	2.00%	0.530	2,004,970	(192,574)	0.05091	1,156,375	0.306	656,021	7,263,042	644%
2042	2043	382,079,143	1.00%	0.530	2,025,019	(192,574)	0.05040	1,127,500	0.295	704,945	7,967,988	7075%
2043	2044	389,720,725	2.00%	0.530	2,065,520	(192,574)	0.04941	112,625	0.029	1,760,321	9,728,309	9491%
2044	2045	393,617,933	1.00%	0.530	2,086,175	(192,574)	0.04892	102,500	0.026	1,791,101	11,519,410	
								20,279,975				

* Stifel is not making a projection as to future Assessed Valuation (AV) growth rates or changes to the Tax Rate.

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SB190 Debt Service Levy Impact for Full Voter Authorized Project

									$8.48MM					
Tax Year	**Debt Year**	**AV**	**Growth***	**Tax Rate***	**Tax Rev @ 100.00%**	**SB190 Lost Revenue**	**SB190 Levy Loss**	**Aggregate Debt Service**	**2028 Debt Service**	**New Agg Debt Service**	**Req'd Levy**	**Source (Use) of Fund Bal**	**Fund Balance**	**% of DS**
2022	2023	228,818,547	act.	0.274										
2023	2024	254,523,792	11.23%	0.246										
2024	2025	254,084,037	-0.17%	0.246										
2025	2026	296,018,388	16.50%	0.530									606,956	38%
2026	2027	298,224,908	0.75%	0.530	1,580,592	(192,574)	0.06457	1,614,625	-	1,614,625	0.541	(226,607)	380,349	24%
2027	2028	307,171,655	3.00%	0.530	1,628,010	(192,574)	0.06269	1,615,750	-	1,615,750	0.526	(180,314)	200,035	13%
2028	2029	310,243,372	1.00%	0.530	1,644,290	(192,574)	0.06207	1,044,500	530,000	1,574,500	0.508	(122,784)	77,251	5%
2029	2030	316,448,239	2.00%	0.530	1,677,176	(192,574)	0.06085	1,100,125	424,000	1,524,125	0.482	(39,523)	37,727	2%
2030	2031	319,612,722	1.00%	0.530	1,693,947	(192,574)	0.06025	1,103,500	424,000	1,527,500	0.478	(26,127)	11,601	1%
2031	2032	326,004,976	2.00%	0.530	1,727,826	(192,574)	0.05907	1,105,925	424,000	1,529,925	0.469	5,327	16,928	1%
2032	2033	329,265,026	1.00%	0.530	1,745,105	(192,574)	0.05849	1,112,275	424,000	1,536,275	0.467	16,256	33,184	2%
2033	2034	335,850,326	2.00%	0.530	1,780,007	(192,574)	0.05734	1,117,375	424,000	1,541,375	0.459	46,058	79,241	5%
2034	2035	339,208,830	1.00%	0.530	1,797,807	(192,574)	0.05677	1,121,225	424,000	1,545,225	0.456	60,008	139,249	9%
2035	2036	345,993,006	2.00%	0.530	1,833,763	(192,574)	0.05566	1,128,800	424,000	1,552,800	0.449	88,389	227,638	15%
2036	2037	349,452,936	1.00%	0.530	1,852,101	(192,574)	0.05511	1,134,500	428,875	1,563,375	0.447	96,152	323,790	20%
2037	2038	356,441,995	2.00%	0.530	1,889,143	(192,574)	0.05403	1,137,875	462,750	1,600,625	0.449	95,944	419,733	26%
2038	2039	360,006,415	1.00%	0.530	1,908,034	(192,574)	0.05349	1,143,875	475,375	1,619,250	0.450	96,210	515,943	31%
2039	2040	367,206,543	2.00%	0.530	1,946,195	(192,574)	0.05244	1,147,375	506,750	1,654,125	0.450	99,496	615,439	37%
2040	2041	370,878,609	1.00%	0.530	1,965,657	(192,574)	0.05192	1,153,250	516,875	1,670,125	0.450	102,958	718,397	42%
2041	2042	378,296,181	2.00%	0.530	2,004,970	(192,574)	0.05091	1,156,375	550,625	1,707,000	0.451	105,396	823,792	48%
2042	2043	382,079,143	1.00%	0.530	2,025,019	(192,574)	0.05040	1,127,500	597,000	1,724,500	0.451	107,945	931,738	53%
2043	2044	389,720,725	2.00%	0.530	2,065,520	(192,574)	0.04941	112,625	1,654,625	1,767,250	0.453	105,696	1,037,434	58%
2044	2045	393,617,933	1.00%	0.530	2,086,175	(192,574)	0.04892	102,500	1,682,500	1,785,000	0.453	108,601	1,146,035	63%
2045	2046	401,490,291	2.00%	0.530	2,127,899	(192,574)	0.04796		1,822,625	1,822,625	0.454	112,700	1,258,734	68%
2046	2047	405,505,194	1.00%	0.530	2,149,178	(192,574)	0.04749		1,844,750	1,844,750	0.455	111,854	1,370,588	73%
2047	2048	413,615,298	2.00%	0.530	2,192,161	(192,574)	0.04656		1,886,000	1,886,000	0.456	113,587	1,484,175	
								20,279,975	15,926,750	36,206,725				

* Stifel is not making a projection as to future Assessed Valuation (AV) growth rates or changes to the Tax Rate.

Cost to Homeowner – Levy Increase

Levy Increase	Total Cost to Homeowners Payments on a Yearly Basis* Home Market Value ($) 200,000	300,000	400,000	500,000	600,000
$ 0.0100	3.80	5.70	7.60	9.50	11.40
$ 0.0200	7.60	11.40	15.20	19.00	22.80
$ 0.0300	11.40	17.10	22.80	28.50	34.20
$ 0.0400	15.20	22.80	30.40	38.00	45.60
$ 0.0500	19.00	28.50	38.00	47.50	57.00
$ 0.0600	22.80	34.20	45.60	57.00	68.40
$ 0.0700	26.60	39.90	53.20	66.50	79.80

***For every $0.01 increase in levy for a $100,000 home value, annual payments increase by $1.90. Residential property is assessed at 19% of Market Value. The tax levy is calculated per $100 of assessed value.**

Levy Increase	Total Cost to Homeowners Payments on a Monthly Basis* Home Market Value ($) 200,000	300,000	400,000	500,000	600,000
$ 0.0100	0.32	0.48	0.63	0.79	0.95
$ 0.0200	0.63	0.95	1.27	1.58	1.90
$ 0.0300	0.95	1.43	1.90	2.38	2.85
$ 0.0400	1.27	1.90	2.53	3.17	3.80
$ 0.0500	1.58	2.38	3.17	3.96	4.75
$ 0.0600	1.90	2.85	3.80	4.75	5.70
$ 0.0700	2.22	3.33	4.43	5.54	6.65

Considerations

- **Losing ~6.5 cents currently from SB190**
- Possible Solutions
  - Assessed Valuation growth in reassessment years could mitigate lost revenue impact, or fix entirely
  - Raising tax rates to net neutral revenues could mitigate lost revenue impact, or fix entirely, depending on level of tax rate increase
  - SB190 eligible participants could increase (or decrease) annually
  - Delay 2028 issuance for roads
  - Reduce scope of 2028 road project
  - Use revenues from other funds of the City to pay debt service on Bonds
  - Leave the debt service tax rate as is and spend down debt service fund balance (reserves) in future years

Stifel will review options annually with City and Staff to determine where to set debt service levy ahead of Tax Rate Hearing in September 2026

Live Demonstration of Potential Impacts | Debt Service Levy Full Voter Authorized Project

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Stifel is providing information and is declaring to the proposed municipal issuer and any obligated person that it has done so within the regulatory framework of MSRB Rule G-23 as an underwriter (by definition also including the role of placement agent) and not as a financial advisor, as defined therein, with respect to the referenced proposed issuance of municipal securities. The primary role of Stifel, as an underwriter, is to purchase securities for resale to investors in an arm's- length commercial transaction. Serving in the role of underwriter, Stifel has financial and other interests that differ from those of the issuer. The issuer should consult with its' own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate.

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Internal Memorandum

TO: Frank Johnson, City Administrator

FROM: Terry Jones, Public Works Superintendent

DATE: August 13, 2026

RE: Program Agreement Recommendation – E. Essex Ave Phase 2
STBG 4900(659)

Frank,

In February 2026, the city applied to East-West Gateway Council of Governments (EWG) requesting federal aid funding through the Surface Transportation Block Grant (STBG) program to construct improvements to E. Essex Ave between N. Sappington Rd and Devon Rd. This project is entitled E. Essex Ave Phase 2.

On August 10, 2026, MoDot notified the city that this project will be included on a list of projects that will be presented at the August 26 EWG Board meeting for a vote to approve funding.

The notification also included a draft Program Agreement that requires the city to adopt by Ordinance.

The Program Agreement is basically a project timeline and budgetary summary and outlines the terms of the Agreement which includes:

- Total project cost: $2,331,629
- 70/30 cost-share
- Federal Aid: $1,632,140
- City funds: $699,489
- Project completion: 2030

The proposed improvements to this portion of E. Essex Ave include:

- ADA-compliant sidewalks and ramps along north and south sides of the street between N. Sappington Rd and Moreland Ave.
- ADA-compliant sidewalks and ramps along the south side of the street between Moreland Ave and Devon Rd.
- Concrete curb & gutter along both sides of the street.

GLENDALE PROPS 2027

Clif-Side/ Elmwood

Culvert

HORNER SHIFRIN
An Employee-Owned Company

INTRODUCTIONS

Ramin Ashrafzadeh, PE
Vice President, Assistant Business Unit Leader
Transportation

Sarah Meyer, PE
Project Manager, Assistant Regional Manager
Transportation

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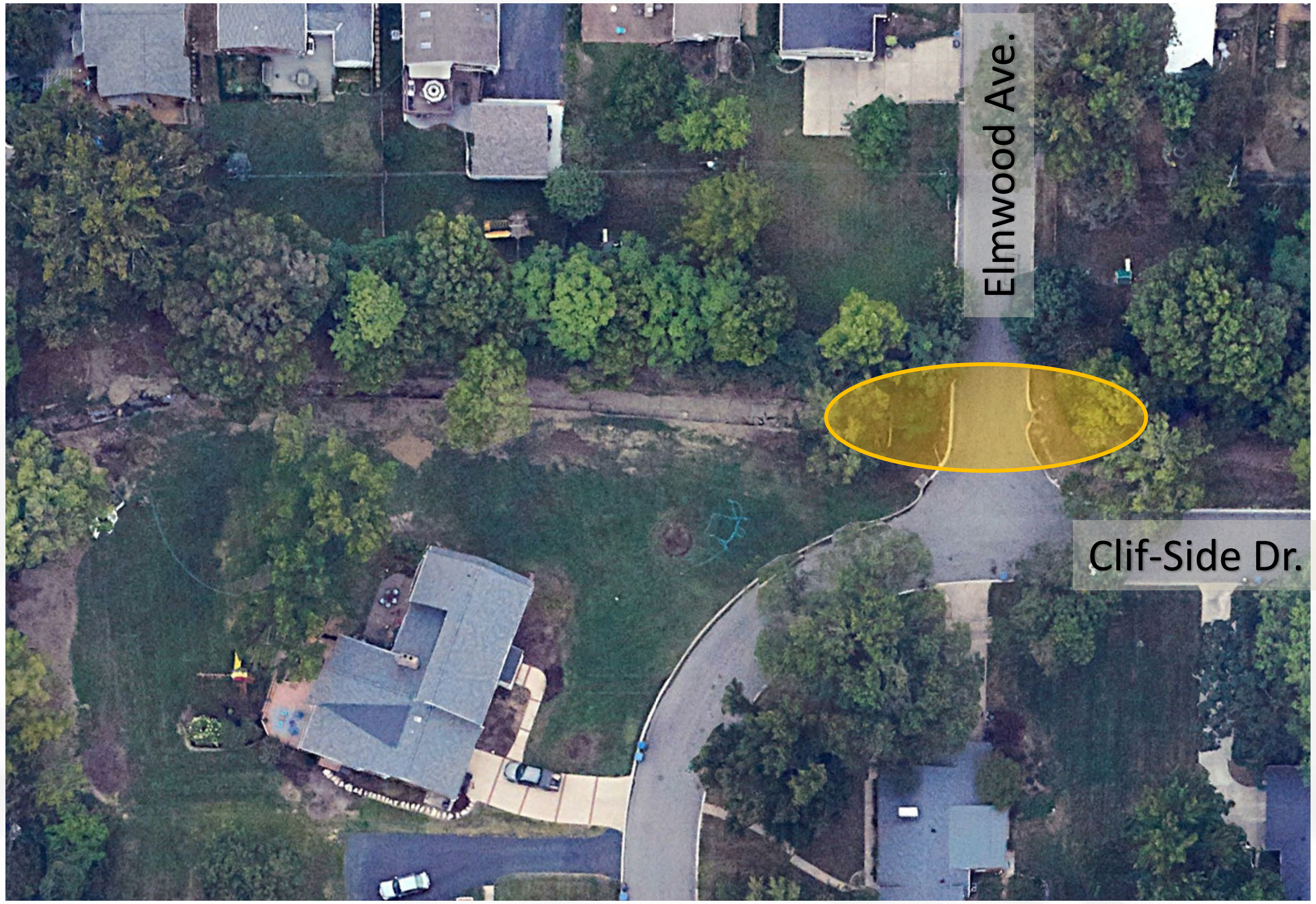
Project History

- The Glendale Stormwater Masterplan was developed in 2022 by Lochmueller to identify stormwater issues in the City. 14 projects were identified.
- One of those projects was the culvert at 431 Clif Side Drive. This project was originally identified by MSD due to the basement flooding at 431 Clif Side Dr.



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Original Project Goals

- Alleviate basement flooding at 431 Clif-Side Drive
- Future-proof the culvert for upstream projects that could increase the runoff from rain events

MSD Findings

- The existing culvert is a 54-inch pipe
- MSD recommended constructing an additional 60-inch pipe parallel to the existing pipe

Existing Culvert

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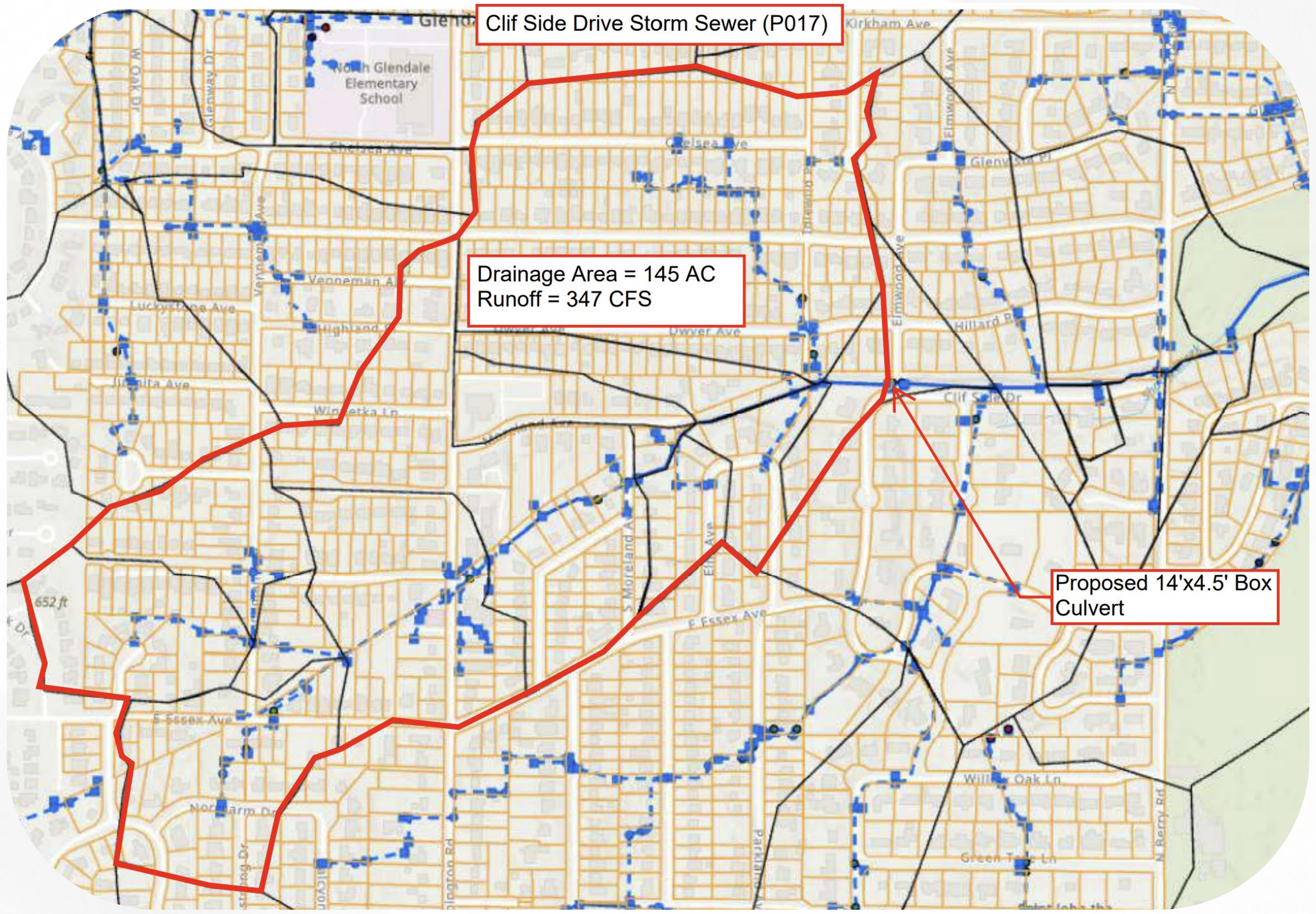
Lochmueller Findings

- Lochmueller's preliminary hydraulic modeling found that MSD's proposal to add a 60-inch pipe parallel to the existing 54-inch pipe would not alleviate the basement flooding at 431 Clif Side Dr.
- Lochmueller proposed a 14-ft by 4-ft box culvert to reduce the headwater below the elevation of the walkout basement doors.



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H&S Findings

- H&S independently built a new hydraulic model
- H&S verified Lochmueller's findings. MSD's proposal of a 60-inch pipe would **not reduce the headwater below the walkout basement doors.**
- **Additionally,** upon closer inspection of online photos and a field visit, H&S discovered the walkout basement doors have been replaced with windows.

Walkout Basement Doors Replaced with Windows

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H&S Findings

- Addition to home in 2008
- Storage area is susceptible to flooding
- Ramin and Terry met with the homeowner to explain the situation
- Owner is understanding and will discuss future potential home improvements with the City prior to implementing

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H&S Findings, cont.

- Replacing the doors with windows raises the susceptible flooding elevation by approximately 2'.
- The new windows are at approximately the same elevation as other existing basement windows on the property that have not had known flooding issues. The windowsill elevations are approximately 564.15'
- The basement windows are higher than the roadway overtopping elevation, which is at approximately 562.5'

H&S Findings – *hypothetical scenario*

- The roadway acts as a 'spillway'. Water that backs up at the culvert goes over the road before the water can get high enough to reach the windowsills. It flows over and down the street and makes its way back to the creek.
- H&S modeled a scenario where the existing culvert is entirely blocked.
- The goal of this scenario is to see if there is any condition in which the headwater would be high enough to reach the basement windows.
- **In a scenario where the culvert was totally blocked, the headwater did not reach the basement windows in a 15 year-20 minute rain event.**

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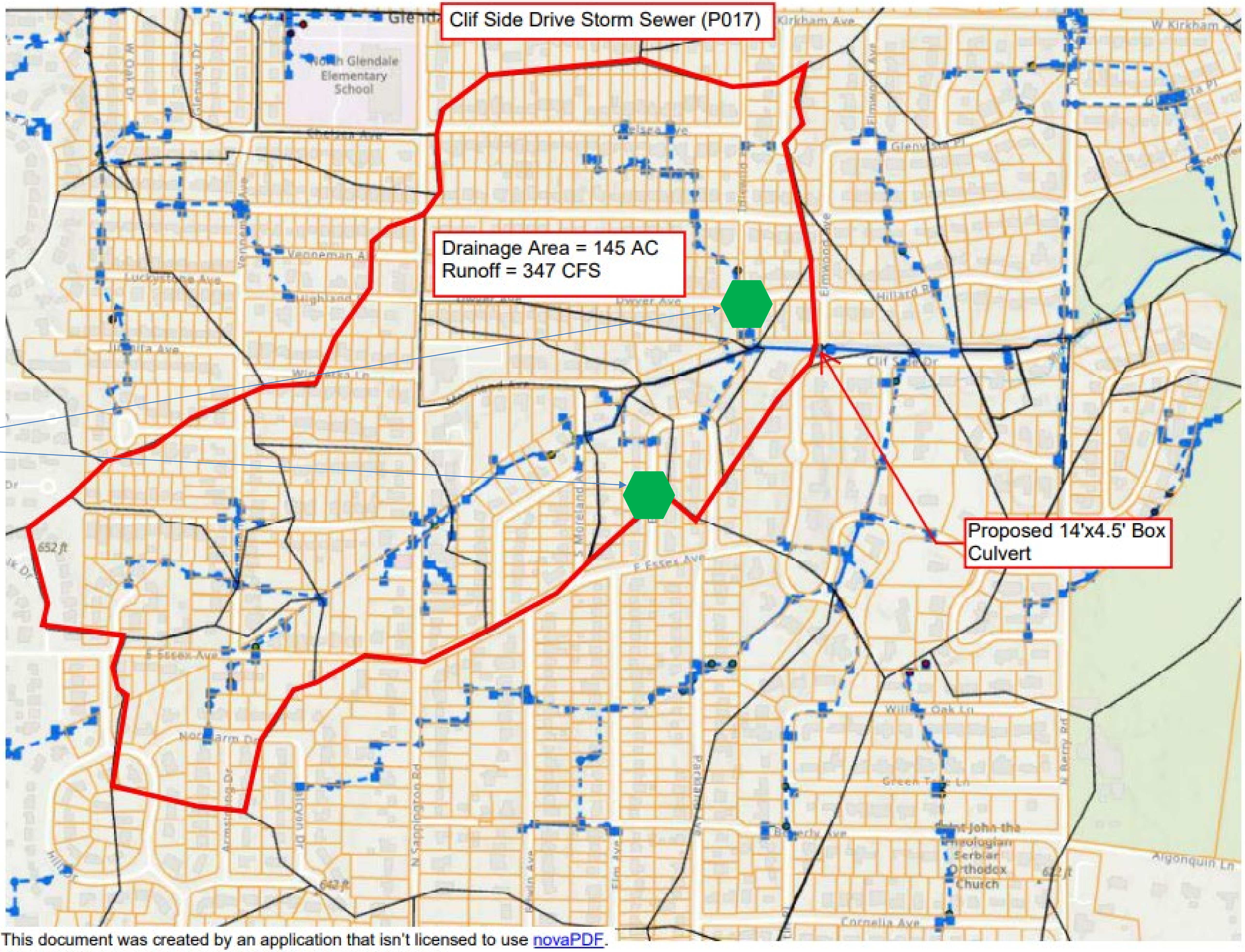
Original Project Goals

- **Alleviate basement flooding at 431 Clif Side Drive**
- Future proof the culvert for upstream projects that could increase the flow and/ or intensity of rain events

- There are only 2 other stormwater projects from the Glendale SWMP in the catchment area of the Clif-Side project.



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Future Upstream Projects

- Project 5.1 Edwin Ave will add underground storage at several locations to alleviate flooding. It also recommends adding an inlet in the low point of the road on S Moreland Ave.

5.1 Edwin Ave (From Sappington Rd to S Moreland Ave) (P001)

Near the intersection of Edwin Ave and S Moreland Ave, there are issues with the existing stormwater infrastructure overcharging. Homes along Edwin Ave have an open channel creek flowing through the backyard. This creek overflows creating dangerous flooding conditions in the backyards. The culvert across S Moreland Ave also floods over into the street.

The recommended solutions for these issues are to install underground storage upstream at City Hall, as well along S Moreland Ave. Adding a double inlet on the west side of S Moreland Ave at the low point in the street and roadway improvements are also recommended.

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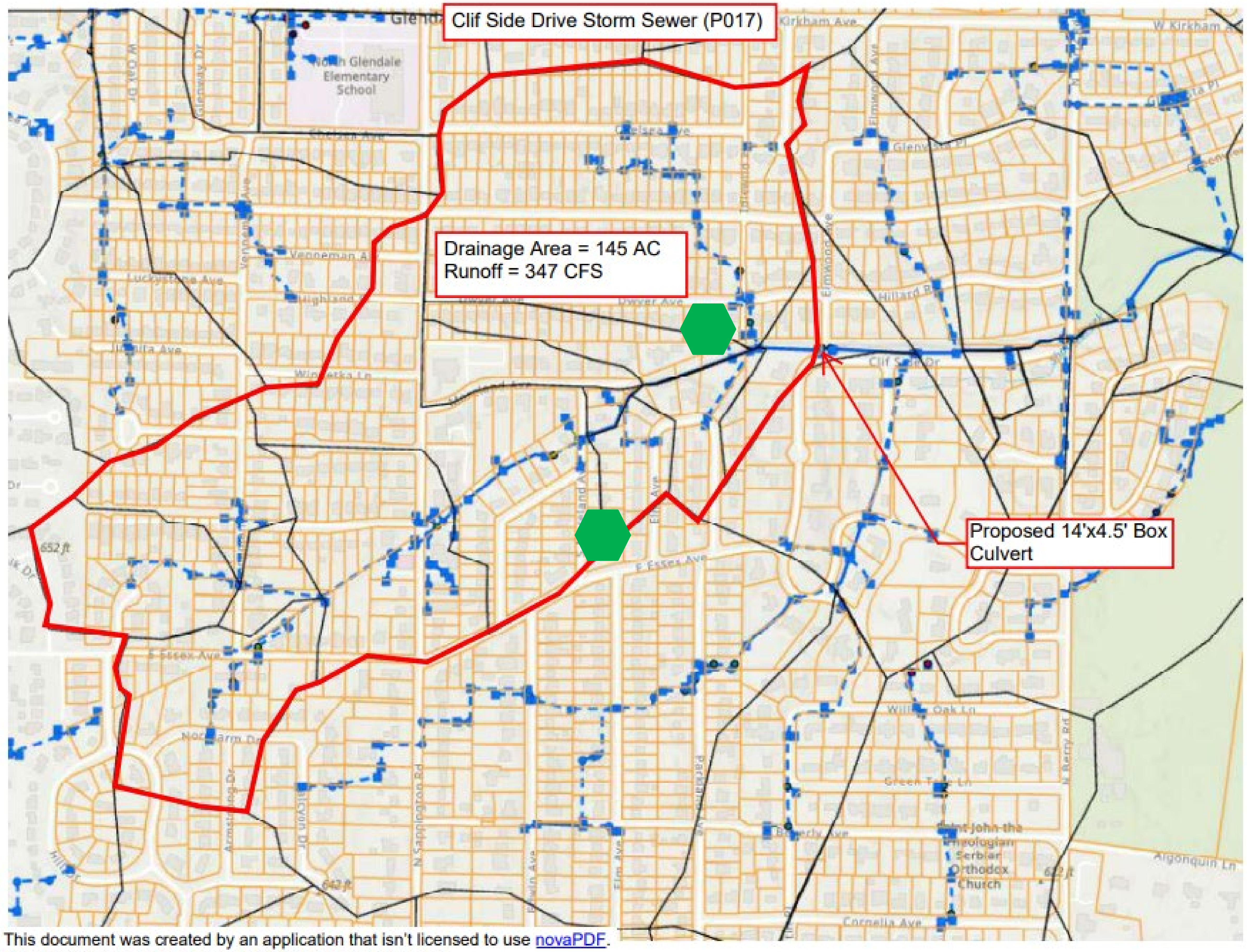
Future Upstream Projects

- Project 5.5 Idlewood Lane will increase an existing pipe from 24-inches to 30-inches and add an inlet on Hillard Road.

5.5 Idlewild Ln (From Hillard Rd to Dwyer Ave) Storm Sewer Relief (P005)

The intersection of Idlewild Ln, Hillard Rd and Dwyer Ave is flooded during rain events. The storm sewer between this intersection and the creek is undersized and needs additional capacity. It is recommended to remove and replace the existing 183 linear feet (LF) of 24-inch storm sewer with 30-inch storm sewer. A double inlet should also be added to the upstream portion of this reach of storm sewer along Hillard Road.

- Detention will only reduce flow in the channel.
- Adding two inlets, increasing a pipe size by 6” will have no impact on the flow in the channel.
- Therefore, these projects will have no impact on the flow at the Clif-Side culvert.



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Original Project Goals

- Alleviate basement flooding at 431 Clif Side Drive
- Future proof the culvert for upstream projects that could increase the flow and/or intensity of rain events

Construction Cost Estimates

- $400k for the 14-ft by 4-ft box culvert
- $200k for the parallel 60-inch pipe *(note, this is still a future MSD project)*
- Frees up funds to performs for the potential of coldmilling and overlaying Alexandra ~$76,000

HORNER SHIFRIN

ENGINEER'S ESTIMATE OF COST

GLENDALE PROP-S 2026 STREET IMPROVEMENTS - ALEXANDRA MILL AND OVERLAY

City of Glendale, Missouri

9/3/2026

LINE NO.	SPEC. BOOK	ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
-	MODOT	4011209	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-1)	(TONS)	463.6	$125.00	$57,950
-	MODOT	4071005	TACK COAT	(GALS)	360	$5.00	$1,800
-	MODOT	6221001	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (3 IN. THICK OR LESS)	(SY)	3570	$4.50	$16,065
						TOTAL	**$75,815**

Final Takeaways & Considerations

- Original goals are met
- Costly project with no true benefit

QUESTIONS?

?

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- Construction of new stormwater inlets and pipe.
- Corrections to the street profile, particularly along the south side of the street near/at the intersection with Edwin Ave.
- Mid-block speed table between N. Sappington Rd and Moreland Ave, and again between Moreland Ave and Devon Rd.
- Raised crosswalk at Moreland Ave.
- Mini roundabout at the intersection with Devon Rd.
- RRFB crosswalk system at Moreland Ave.
- As-needed pavement repairs
- Asphalt overlay throughout.

In anticipation of project approval, city staff has included project funding in the city's 5-year CIP:

- FY 27: $175,000
- FY 28: $175,000
- FY 29: $1,270,000
- FY 30: $711,629

The FY 2027-31 CIP was adopted by the Board of Aldermen in June 2026.

To lessen the financial burden, the city will utilize MSD OMCI and Prop S funding streams to construct the stormwater aspects on the project. The City Engineer estimates the stormwater costs at approximately $300,000 - $350,000. Glendale's fund balance with MSD at the time of construction is expected to meet or exceed the necessary amount. MSD has provided written approval of the use of the funding for this project.

For the reasons outlined above, I recommend the Mayor and Board of Aldermen vote to adopt an Ordinance approving the Program Agreement for the construction of the proposed improvements to E. Essex Ave between N. Sappington Rd and Devon Rd.

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

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

WHEREAS, the City of Glendale has successfully applied for a grant from the Federal Highway Administration and MoDOT to construct improvements to E. Essex Avenue between N. Sappington Road and Devon Road; and

WHEREAS, the Board of Directors of the East-West Gateway Council of Governments has approved inclusion of the Sappington Road Project in the FY 2027-2030 Transportation Improvement Program; and

WHEREAS, to receive federal funds under this program it is necessary for the City to enter into a Surface Transportation Urban Program agreement with the Missouri Highways and Transportation Commission; and

WHEREAS, by the terms of the Agreement the grant will provide 70% of the eligible costs and the City of Glendale will bear the remaining 30% of the project;

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

SECTION ONE:
The City of Glendale hereby accepts a grant from the Missouri Department of Transportation for in the amount of 70% of the cost of engineering and construction for resurfacing and repair of the roadway, new concrete curb and gutter, ADA-compliant sidewalks and ramps, new stormwater infrastructure, and traffic calming improvements on E. Essex Avenue from N. Sappington Road to Devon Road and pledges to appropriate the necessary local funds to proceed with the project.

SECTION TWO:
The City Administrator is hereby authorized and directed to execute an STP-Urban Program Agreement with the Missouri Highways and Transportation Commission related to North Sappington Road from Manchester Road to Lockwood Avenue Project STP-4900(659). Such agreement shall be in substantial conformity with the Agreement attached hereto as Exhibit "A."

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

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

This Ordinance Passed and Approved this 8th day of September 2026.

Mike Wilcox
Mayor

ATTEST:

Frank Johnson
City Administrator/Clerk

CO Form:	FS11
Approved:	07/96 (KMH)
Revised:	06/26 (MWH)
Modified:	

ALN Number:	ALN #20.287
ALN Title:	Surface Transportation Block Grant Program
Award name/number:	STBG-4900(659)
Award Year:	2027
Federal Agency:	Federal Highway Administration, Department of Transportation

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

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

WITNESSETH:

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) Title 23 United States Code (USC) §133, authorizes a STBG Program to fund transportation related projects; and

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

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

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

(1) PURPOSE: The purpose of this Agreement is to grant the use of STBG funds to the City. The improvement contemplated by this Agreement by the Commission is within the city limits of Glendale, Missouri and designated as Project STBG-4900(659). The project involves:

Resurfacing, sidewalks, traffic calming and drainage.

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

(2) LOCATION: The general location of the improvement is shown on an attachment hereto marked "Exhibit A" and incorporated herein by reference. More specific descriptions are as follows:

East Essex Avenue from North Sappington Road to Devon Road.

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

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

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

(6) INVENTORY AND INSPECTION: The City shall:

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

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

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

(8) INDEMNIFICATION: 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.

(9) INSURANCE:

(A) The City is required or 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 the MoDOT and its employees, as additional insureds in amounts sufficient to cover the sovereign immunity limits for Missouri public entities ($600,000 per claimant and $4,000,000 per occurrence) 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.

(B) 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.

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

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

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

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. All federally funded projects are required to have a project end date. Any costs incurred after the project end date are not eligible for reimbursement. The federal share for this project will be 80 percent not to exceed $1,632,140. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

(16) WORK ON STATE RIGHT OF WAY: If any contemplated improvements for Project STBG-4900(659) will involve work on the state's right of way, the City will provide reproducible final plans to the Commission relating to such work.

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

(18) NOTICE TO BIDDERS: The City shall notify the prospective bidders that DBEs 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.

(19) PROGRESS PAYMENTS: The City may request progress payments be made for the herein improvements as work progresses but not more than once every two (2) weeks. Progress payments must be submitted monthly. All progress payment requests must be submitted for reimbursement within ninety (90) days of the project completion date for the final phase of work. The City shall repay any progress payments which involve ineligible costs.

(20) 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.

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

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

(23) AUDIT REQUIREMENTS: If the City expends one million dollars ($1,000,000) 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 one million dollars ($1,000,000) 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.

(24) FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT (FFATA) OF 2006: The City shall comply with all reporting requirements of the FFATA of 2006, as amended. This Agreement is subject to the award terms within 2 CFR Part 170.

(25) 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.

(26) APPLICABLE LAWS AND REGULATIONS: This Agreement shall be construed according to the laws of the State of Missouri. Each party shall comply with all applicable federal, state, and local laws, regulations, and ordinances. Additionally, each party shall adhere to all accepted industry standards, processes, and procedures relevant to the performance of their obligations under this Agreement. A violation of this paragraph constitutes a material breach of the Agreement.

(27) 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.

(28) 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.

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

(A) To the City:
721 Bismark Avenue
Glendale, MO 63122

(B) To the Commission:
1590 Woodlake Drive
Chesterfield, MO 63017

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

(30) 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 USC §2000d and §2000e, et seq.), as well as any applicable titles of the "Americans with Disabilities Act" (42 USC §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 USDOT relative to nondiscrimination in federally assisted programs of the USDOT (49 CFR Part 21) which are herein incorporated by reference and made part of this Agreement.

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

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

(E) Information and Reports: The City shall provide all information and reports required by this Agreement, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Commission or the USDOT 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 USDOT 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 USDOT 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 this paragraph 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 USDOT. The City will take such action with respect to any subcontract or procurement as the Commission or the USDOT 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.

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

(32) CONFLICT OF INTEREST: The City shall comply with conflict of interest

policies identified in 23 CFR 1.33. A conflict of interest occurs when an entity has a financial or personal interest in a federally funded project.

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

(34) FHWA APPROVAL: This Agreement is made and entered into subject to the approval of the FHWA.

(35) 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.

(36) BUDGET: The City shall incur obligations in connection with the performance of the period only in conformity with the latest budget approved by the Commission as specified in Exhibit C attached hereto and incorporated herein by reference. This budget may be revised as necessary; however, no budget or revision shall be effective unless approved by the Commission's representative and FHWA.

Remainder of Page Intentionally Left Blank

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

Executed by the City this ______________________ (date).

Executed by the Commission this ____________________________ (date).

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION	CITY OF GLENDALE
__________________________________	By __________________________________
Title ______________________________	Title ________________________________
ATTEST:	ATTEST:
__________________________________ Secretary to the Commission	By __________________________________
	Title ________________________________
Approved as to Form:	Approved as to Form:
__________________________________ Commission Counsel	By _________________________________
	Title ________________________________
	Ordinance No:_________________

Exhibit A - Location of Project

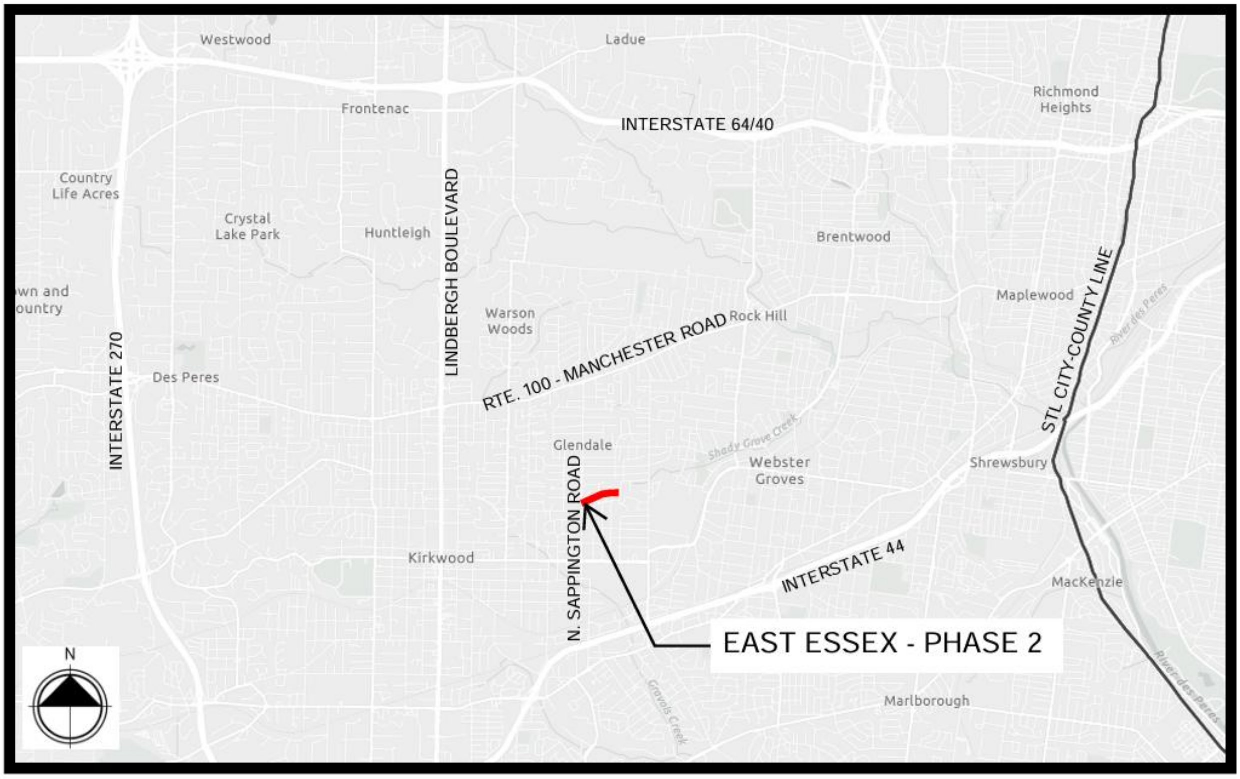

Exhibit B – Project Schedule

Project Description: STBG-4900(659) East Essex Avenue

PROJECT DEVELOPMENT SCHEDULE **Note**: *many stages can occur concurrently.*			
Activity Description	**Start Date (MM/YYYY)**	**Finish Date (MM/YYYY)**	**Time Frame (Months)**
Receive award notification letter from EWG	10/2026	10/2026	1
Execute agreement (project sponsor and DOT)	11/2026	11/2026	1
Engineering services contract submitted and approved*	11/2026	12/2026	2
Environmental review process – NEPA classification and clearance	01/2027	09/2027	9
Public meeting/hearing	09/2027	09/2027	1
Develop and submit preliminary plans	01/2027	06/2027	6
Preliminary plans approved	08/2027	09/2027	2
Develop and submit right-of-way plans	06/2027	09/2027	4
Review and approval of right-of-way plans	10/2027	10/2027	1
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	11/2027	12/2027	2
Right-of-way acquisition	03/2028	03/2029	12
Utility coordination	01/2028	06/2029	18
Develop and submit PS&E	10/2028	03/2029	6
District review and approval of PS&E*	05/2029	10/2029	6
Advertise for bids/bid letting/bid concurrence	10/2029	11/2029	2
Start implementation or construction/open to traffic	03/2030	08/2030	6
* 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.

Exhibit C - Project Budget

FINANCIAL PLAN **Note**: *federal participation for a phase of work must not exceed 80% in Missouri for all phases of work and 80% in Illinois for construction/construction engineering phase only. In Illinois, PE and ROW must be paid with local funds.*						
Phase of Work[5]	**Starting Federal Fiscal Year**[6]		**Total Phase Cost**	**STP-S Funds Requested**	**Sponsor Share**	**Sponsor Share Percentage**
PE / Planning / Environmental Studies	FY	2027	$ 325,000	$ 227,500	$ 97,500	30.00%
Right-of-Way (ROW)	FY	2028	$ 95,000	$ 66,500	$ 28,500	30.00%
Construction Engineering	FY	2030	$ 200,000	$ 140,000	$ 60,000	30.00%
Construction / Implementation	FY	2030	$ 1,711,629	$ 1,198,140	$ 513,489	30.00%
TOTAL PROJECT COST			$ 2,331,629	$ 1,632,140	$ 699,489	30.00%
Identify the source(s) of local matching funds (e.g., state DOT, city, county, county road board, county motor fuel tax, private entity), and the amount for each source:			City of Glendale; OMCI reimbursement through MSD			

REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

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

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

1. Equal Employment Opportunity: Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (*see* 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established thereunder. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

10. Assurances Required:

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than $10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding $2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided,* That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH–1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

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

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

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

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

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

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

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

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

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to *DBAconformance@dol.gov*. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

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

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. *Unfunded plans.* If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided,* That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding (29 CFR 5.5)

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

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

3. Records and certified payrolls (29 CFR 5.5)

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

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in 40 U.S.C. 3141(2)(B) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

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

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

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

6. Subcontracts. The contractor or subcontractor must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

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

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

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of 40 U.S.C. 3144(b) or § 5.12(a).

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

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

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

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

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

* $31 as of January 15, 2023 (See 88 FR 88 FR 2210) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its reprocurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of $150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

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

1**. Instructions for Certification – First Tier Participants:**

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

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

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

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

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

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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

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

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

* * * * *

3. **Instructions for Certification - Lower Tier Participants:**

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. “First Tier Covered Transactions” refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). “Lower Tier Covered Transactions” refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). “First Tier Participant” refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). “Lower Tier Participant” refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

* * * * *

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

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

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

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

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

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

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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.

AN ORDINANCE AMENDING TITLE I, CHAPTER 115 OF THE MUNICIPAL CODE OF THE CITY OF GLENDALE, MISSOURI, TO ADOPT NEW CANDIDATE FILING DATES.

WHEREAS, House Bill 1871 was signed by the Governor of Missouri on July 13, 2026, and shall take effect on August 28, 2026;

WHEREAS, House Bill 1871 amended among other provisions, Section 115.127 RSMo, which amends the filing date of a declaration of candidacy for municipal elective office from the seventeenth Tuesday prior to the election to the sixteenth Tuesday prior to the election, amends the closing date for filing declarations of candidacy from the fourteenth Tuesday to the thirteenth Tuesday prior to the election, and, if the thirteenth Tuesday is a state or federal holiday, amends the closing date to the next day that is not a state or federal holiday; and

WHEREAS, Chapter 115 of the Code of Ordinances of the City of Glendale (the "Code") provides for all elections in the City of Glendale (the "City"); and

WHEREAS, the City, desires to amend Chapter 115 to conform to state law and adopt the new candidate filing dates; and

WHEREAS, the Board of Aldermen of the City (the "Board of Aldermen") has determined that the amendments to Chapter 115 are appropriate and in the best interest of the City.

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

SECTION ONE:

Section 115.070 of Chapter 115 of the Code of Ordinances of the City of Glendale, Missouri is hereby amended to read as follows (with new text in bold and deletion struck through):

Chapter 115 Elections

Section 115.070 Filing of Candidates

A. Any person desiring to seek election for any elected City office at any general City election may do so by filing with the City Clerk, on a form provided by the City for that purpose, a Certificate of Candidacy stating his/her name and the office for which he/she seeks election and the date of the election. Such form may be filed only after 8:00 A.M. on the **sixteenth** ~~seventeenth~~ (**16th** ~~17th~~) Tuesday before the election date and prior to 5:00 P.M. on the **thirteenth** ~~fourteenth~~ (**13th** ~~14th~~) Tuesday before the election date. **If the thirteenth Tuesday prior to the election is a state or federal holiday, the closing filing date shall be 5:00 PM on the next day that is not a state or federal holiday.**

B. The Clerk shall keep a permanent record of the names of the candidates, the offices for which they seek election and the date of their filing, and their names shall appear on the ballots in that order. Such filing shall be made in the office of the City Clerk during normal business hours defined as 8:00 A.M. to 5:00 P.M.

SECTION TWO:

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

Read two times and finally passed by the Board of Aldermen of the City of Glendale, Missouri, this ___ day of September 2026.

____
Mike Wilcox
Mayor

____
Frank Johnson
City Administrator/City Clerk

CITY OF *Glendale*

Internal Memorandum

TO:	Frank Johnson, City Administrator
FROM:	Terry Jones, Public Works Superintendent TJ
DATE:	August 25, 2026
RE:	Contractor Selection – Glenway Dr Drainage

Frank,

In May 2024, the city received a request from the owner of 955 Glenway Dr to replace the concrete curbing to the front of their home to prevent stormwater from exiting the roadway and contributing to the routine flooding of the lower level of their home.

Scott Smith with the Lochmueller Group was serving as the City Engineer at that time. City staff requested Scott to investigate the area and determine what needed to be done to prevent stormwater from escaping the roadway.

Engineers from Lochmueller determined that a small stormwater improvement project was necessary, the configuration of the project would be determined after survey and design work were first performed. Lochmueller later provided a budgetary cost estimate of $139,000 which included engineering and construction costs.

Because the need to construct a stormwater improvement project and the budgetary cost estimate were provided after the 2024-25 CIP has been adopted, $139,000 was included in the 2025-26 budget for design and construction, with design scheduled for the second half of 2025 and construction scheduled for the first half of 2026.

In preparation for this, Lochmueller provided an engineering Task Order on April 4, 2025. Shortly following, and before the city could approve the Task Order, Lochmueller resigned as the City Engineer.

The city then hired Kori Neely with HR Green to serve as the City Engineer in August of 2025. Kori was introduced to the Glenway project scope of work and budget and requested to provide a Task Order for engineering services. On September 30, Kori provided a Task Order to develop engineered plans for the construction of the stormwater improvements in time for bid solicitation and construction in early 2026. Kori was also asked to review the construction budget and, because the construction project was anticipated to cross between fiscal years, asked to provide the construction budget for FY 26 & 27. Kori estimated 60% in FY 26 and 40% in FY 27. Therefore, $63,000 was included in FY 27 for construction costs after July 1, 2026.

Kori provided a complete set of construction plans in April 2026. The scope of work includes the re-alignment of 2 existing stormwater inlets along Glenway Dr within the intersection of Queen Anne Pl, the addition of 2 new stormwater inlets along Glenway Dr both north and south of Queen Anne Pl, construction of a short length of concrete curbing, re-contouring of 2 driveways, and a small amount of pavement adjustments.

The plans indicated a need to obtain a permanent easement at 807 Queen Anne Pl, and a temporary construction easement at 808 Queen Anne Pl, both were needed for the re-alignment of the existing stormwater inlets. Before the end of April, the owner of 807 Queen Anne Pl had provided the permanent easement.

The owner of 808 Queen Anne Pl chose to enter negotiations with the city for acquisition of the temporary construction easement. These negotiations required assistance from the City Attorney and did not conclude until July.

Immediately following acquisition of the easement at 808 Queen Anne Pl, MSD approved the plans and Kori completed the bidding documents. A bid opening date was set for 11am, Tuesday, July 28, following a bid solicitation process in accordance with City Code.

No bids were received on July 28. Because of this, City Code allows staff to seek bids directly from contractors. Kori supplied city staff with a list of 9 general contracting companies she has had experience with.

Staff solicited a bid from each of the contractors on the list supplied. Two of the nine firms expressed interest, however only 1 firm, Girdner Contacting, agreed to bid.

The Construction Proposal from Girdner Contracting was delivered to the city on August 12 and totaled $136,668.00.

Since obtaining the Proposal from Girdner Contracting, Kori Neely has resigned her position with HR Green and has been replaced by Andi Davis, also with HR Green.

Andi has reviewed and approved the Girdner Proposal and states no concerns with moving forward with Girdner to construct the improvements.

City staff have been in contact with Girdner to confirm their understanding of the project schedule and the city's expectation for project completion this calendar year. Girdner states that they understand the schedule and have no concerns with their ability to meet the construction deadline. If awarded the work on September 8, Girder expects to begin construction within 4 weeks of that date and complete the work within 6 weeks (mid-November).

For the reasons outlined above, I recommend the Mayor and Board of Aldermen vote to approve the Contract with Girdner Contracting, LLC for the construction of the stormwater improvements along Glenway Dr at an estimated cost of $136,668.00 to be charged against line item 90-060-44090, "Glenway Stormwater"

Please let me know if you have any questions.

A RESOLUTION AUTHORIZING A CONTRACT WITH GIRDNER CONTRACTING FOR ROADWAY DRAINAGE IMPROVEMENTS FOR GLENWAY DRIVE IN THE CITY OF GLENDALE, MISSOURI

WHEREAS, the City's adopted Annual Budget for Fiscal Year 2027 provides an appropriation from the Capital Improvement Fund for the Glenway Drive stormwater drainage improvement project; and

WHEREAS, City staff in consultation with the City Engineer prepared a scope of work for the Glenway Drive stormwater drainage improvement project and prepared a request for bids based thereon, which was duly posted and advertised in conformance with Section 130.050 of the City Code; and

WHEREAS, the city received no bids in response to the request, which closed on 11 a.m. on July 28, 2026; and

WHEREAS, Section 130.050 of the City Code allows for the negotiated procurement of services in excess of five thousand dollars ($5,000.00) when no bids have been received; and

WHEREAS, City staff received a list of nine qualified contractors from the City Engineer, solicited bids directly from each contractor, and received one response from Girdner Contracting for the price of one-hundred thirty-six thousand six hundred sixty-eight dollars ($136,668.00); and

WHEREAS, following review by City staff, the Board of Aldermen has determined Girdner Contracting has submitted the lowest responsive bid.

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

SECTION ONE: The Board of Aldermen of the City of Glendale, Missouri, approves the scope of work for the Glenway Drive stormwater drainage project with Girdner Contracting for the project price of one-hundred thirty-six thousand six hundred sixty-eight dollars ($136,668.00), in substantially the form attached hereto as Exhibit A.

SESCTION TWO: The Mayor and other appropriate officers, agents and employees of the City are authorized to execute the Agreement with Girdner Contracting, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

SECTION THREE: The cost of work completed under said contract shall be charged against the City's Capital Improvement Fund, budget account 90060-44090.

SECTION FOUR: This resolution shall become effective upon its passage.

This Resolution Passed and Approved this 8th day of September, 2026.

____
Michael A. Wilcox
Mayor

ATTEST:

____
Frank Johnson
City Administrator/City Clerk

CONTRACT

FOR: GLENWAY DRIVE DRAINAGE IMPROVEMENTS

This Contract dated this 8th day of September, 2026, by and between the City of Glendale, hereinafter called Owner, and Girdner Contracting, LLC, (a corporation organized and existing under the laws of the State of Missouri), (a partnership consisting of __________), *(or an individual trading under the above name)*, hereinafter called Contractor.

WITNESSETH: The Owner and the Contractor, for the consideration stated herein, agree as follows:

The Contractor shall perform all required work and shall provide and furnish all labor, materials, necessary tools, equipment, and utility and transportation services to perform the proposed work in strict compliance with the Contract Documents hereinafter enumerated. It is understood and agreed that said labor, materials, tools, equipment, and service shall be furnished; and said work performed and completed under the direction and supervision and subject to the approval of the Owner or its authorized representative.

The Contractor further agrees that he or she is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this Contract; and that his or her information was secured by personal investigation and research and not from any estimates of the Owner; and that he or she will *make no claim against the Owner by reason of estimates, tests, or representation of any officer,* agent, or employees of the Owner.

The Contractor expressly warrants that he or she has employed no third person to solicit or obtain this Contract in his or her behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he or she has not paid, or promised, or agreed to pay any third person in connection therewith, any brokerage, commission, or percentage upon the amount receivable by him or her hereunder; and that he has not, in estimating of the Contract Price demanded by him or her, included any sum by reason of an such brokerage, commission, or percentage; and that all moneys payable to him here under are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this Contract. He further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this Contract by the Owner, and that the Owner may retain to its own use from any sums due or to become due here under an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

The undersigned Contractor agrees that he or she will complete the said work by November 27, 2026, and that should he fail to complete the work in that time specified or such additional time as may be allowed by the City of Glendale under the Contract, the amount of liquidated damages to be recovered shall be Five Hundred Dollars ($500.00) per calendar day.

The Owner shall pay the Contractor as just compensation for the performance of this Agreement, subject to any additions or deductions as provided in the Contract Documents, the following unit prices:

SPEC. BOOK	ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT COST	EXTENSION
STLCO	202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	$4,800.00	$4,800.00
STLCO	304-05.04	TYPE 5 AGGREGATE BASE (4" THICK)	SY	27.8	$40.00	$1,112.00
STLCO	405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TON	3.2	$1,800.00	$5,760.00
STLCO	407-10.27	TACK EMULSIFIED ASPHALT (SS-1H)	GAL	10	$15.00	$150.00
STLCO	502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SY	27.8	$370.00	$10,286.00
JSP J	604-12.01	SINGLE CURB INLET, UNTRAPPED	EACH	4	$6,915.00	$27,660.00
JSP J	604-12.02	DOUBLE CURB INLET, UNTRAPPED	EACH	1	$15,000.00	$15,000.00
STLCO	609-10.10	CONCRETE CURB, TYPE "S"	LF	49	$260.00	$12,740.00
STLCO	609-30.10	ASPHALT CURB	LF	24	$200.00	$4,800.00
JSP K	616-99.01	MISC. LUMP SUM TRAFFIC CONTROL	LS	1	$1,500.00	$1,500.00
STLCO	619-00.00	MOBILIZATION	LS	1	$13,700.00	$13,700.00
MoDOT	627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	$2,500.00	$2,500.00
STLCO	628-00.30	ROADWAY SIGNS (RELOCATE, PERMANENT)	SF	3.0	$200.00	$600.00
STLCO	726-13.12	12" CLASS III REINFORCED CONCRETE PIPE CULVERT	LF	96	$345.00	$33,120.00
STLCO	803-10.00	SODDING	SY	72	$20.00	$1,440.00
STLCO	806-00.00	EROSION CONTROL MEASURES (SITES LESS THAN 1 ACRE)	LS	1	$1,500.00	$1,500.00
					CONSTRUCTION TOTAL	$136,668.00

This Contract consists of the following component parts, all of which are part and parcel of this Contract and are incorporated in this Contract as full and effectively as if set forth in detail herein:

1. Detailed Drawings
2. Performance Bond
3. Advertisement for Bids
4. Information for Bidders
5. General Conditions
6. *Job Special Provisions*
7. Accepted Bid Proposal
8. Non-Collusive Affidavit of Prime Bidder
9. Employment of Unauthorized Aliens Prohibited Agreement
10. *This Contract Agreement*

IN WITNESS WHEREOF, the parties hereto have caused this Contract to be executed as of the day and year first above written in three (3)* counterparts, each of which shall, for all purposes, be deemed an original.

City of Glendale, Missouri
Owner

By______________________________
(Mayor)

ATTEST:

____
(City Clerk)

____
(Contractor)

By______________________________

ATTEST:

____

____
(Title)

The Foregoing Contract is Hereby Approved:______________________________
(City Administrator)

*1. City Engineer (or his or her designee)
2. City Administrator
3. Contractor

With the signing of this document, the contractor certifies that the performance bond and payment bond are issued from a surety that is authorized to do business in the State of Missouri and is authorized to issue bonds in the State of Missouri.

CITY OF Glendale

Internal Memorandum

TO:	Frank Johnson, City Administrator
FROM:	Terry Jones, Public Works Superintendent TJ
DATE:	August 19, 2026
RE:	Plumbing Contractor Selection – PW Office/Breakroom Remodeling Project

Frank,

The 2026-27 CIP includes $35,000 for the remodeling of the office and breakroom space at the Public Works facility.

A portion of this project requires the relocation of the breakroom sink to a location that does not currently have water supply or drain lines. A licensed plumbing contractor capable of obtaining a plumbing permit from St. Louis County will be required to provide these components.

I've acquired 3 Proposals from local plumbing contractors:

- E&M Plumbing Co, Inc.: $6,575.00
- Kirkwood Plumbing: $6,399.73
- Mahoney's Plumbing, LLC: $5,500.00

The Scope of Works includes the installation of a drain line which will require the contractor to cut into the existing cast iron pipe drain for the building to connect the new drain, installation of new hot and cold water supply lines to the new location, and preparation of a roof vent pipe.

A roofing contactor has been selected to install the roof penetration for the vent pipe.

To save cost, PW staff will cut and excavate the concrete floor in the space in preparation for the drain line installation. Staff will also restore the concrete floor following installation of the drain line.

I recommend the Mayor and Board of Aldermen vote to approve the award of this work to Mahoney's Plumbing, LLC at an estimated cost of $5,500 to be charged against CIP line item 90-060-44040, "PW Building Updates".

Please let me know if you have any questions.

A RESOLUTION AUTHORIZING A CONTRACT WITH MAHONEY'S PLUMBING LLC FOR PLUMBING WORK RELATED TO THE RENOVATION OF THE OFFICE AND BREAKROOM AT THE GLENDALE PUBLIC WORKS FACILITY

WHEREAS, the City's adopted Annual Budget for Fiscal Year 2027 provides an appropriation of $35,000 from the Capital Improvement Fund for the remodeling of the office and breakroom space at the public works facility at 785 Bismark Avenue in Glendale, Missouri; and

WHEREAS, a portion of this project requires the relocation of a breakroom sink and the installation of new water supply and drain lines; and

WHEREAS, City staff prepared a scope of work for plumbing services pertaining to the above remodeling project and prepared a request for bids based thereon in conformance with Section 130.050 of the City Code; and

WHEREAS, bids were received as follows:

Contractor	Project Cost
E&M Plumbing Co	$6,575.00
Kirkwood Plumbing	$6,399.73
Mahoney's Plumbing	$5,500.00

WHEREAS, Mahoney's Plumbing LLC is the lowest bid and is a licensed plumber contractor; and

WHEREAS, following review by City staff, the Board of Aldermen has determined Mahoney's Plumbing LLC has submitted the lowest responsive bid.

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

SECTION ONE: The Board of Aldermen of the City of Glendale, Missouri, approves the plumbing services contract with Mahoney's Plumbing LLC for the project price of five thousand five hundred dollars ($5,500.00), in substantially the form attached hereto as Exhibit A.

SESCTION TWO: The Mayor and other appropriate officers, agents and employees of the City are authorized to execute the Agreement with Mahoney's Plumbing LLC, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

SECTION THREE: The cost of work completed under said contract shall be charged against the City's Capital Improvement Fund, budget account 90060-44040.

SECTION FOUR: This resolution shall become effective upon its passage.

This Resolution Passed and Approved this 8th day of September, 2026.

____
Michael A. Wilcox
Mayor

ATTEST:

____
Frank Johnson
City Administrator/City Clerk

Exhibit A

MAHONEY'S PLUMBING LLC

ESTIMATE TOTAL

$5,500.00

To move forward with this estimate, select **Accept** and MAHONEY'S PLUMBING LLC will reach out with next steps.

Accept

Decline

MAHONEY'S PLUMBING LLC

Estimate number	1334
Expiration date	August 21, 2026
Estimate total	**$5,500.00**

View estimate

Business details

Email: GOLDSEEKERSTONE@ATT.NET

TRUSTe Certified Privacy

Information is protected and kept confidential

Estimates are subject to change. The business will reach out to confirm final details.

CITY OF *Glendale*

Internal Memorandum

TO:	Frank Johnson, City Administrator
FROM:	Terry Jones, Public Works Superintendent TJ
DATE:	September 3, 2026
RE:	N. Sappington Rd ESC Supplement #2

Frank,

The City received the attached Supplement #2 from the Lochmueller Group requesting payment of $11,371.96 for changes to the N. Sappington Rd project's Engineering Services Contract (ESC). The requested supplement is primarily related to changes resulting from right-of-way (ROW) negotiations, as well as requested deletions to the project scope by city staff.

Most of the cost associated with this Supplement (Items 1–6) stems from design changes resulting from the ROW negotiations.

The design changes identified under Items 7 and 8 were made at the request of the city as part of an effort to reduce the project scope and, consequently, construction costs.

The city met virtually with Lochmueller on August 10 to discuss the purpose of the Supplement and requested that Lochmueller reduce the amount of the supplement. Lochmueller declined the City's request. At the conclusion of the meeting, the city requested a breakdown of the costs, including the number of hours spent by Lochmueller to arrive at the total amount. That hourly breakdown is included at the bottom of the attached Supplement.

The city has reached the maximum allowable reimbursement for engineering costs identified in the TIP application; therefore, the city will bear the full cost of this Supplement.

Although the city remains disappointed with the additional cost, Lochmueller has performed the work identified in the Supplement. Therefore, I recommend that the Mayor and Board of Aldermen approve payment of $11,371.96 for the N. Sappington Rd ESC Supplement #2, to be charged against CIP line item 90-060-44034, "N. Sappington STP Project."

A RESOLUTION AUTHORIZING SUPPLEMENTAL AGREEMENT #2 TO THE ENGINEERING SERVICES CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES WITH LOCHMUELLER GROUP PERTAINING TO THE NORTH SAPPINGTON ROAD SURFACE TRANSPORTATION PROGRAM PROJECT

***WHEREAS*,** the City of Glendale has previously entered into an engineering services agreement with Lochmueller Group for work on the North Sappington Road Surface Transportation Program Project via Resolution 03-23 and a supplemental agreement #1 via Resolution 27-24; and

***WHEREAS*,** the requested supplement is primarily related to changes resulting from right-of-way negotiations during the course of the project design and requested deletions to the project scope by city staff; and

WHEREAS, the City has reached the maximum allowable federal reimbursable amount and will pay the full amount of the cost for additional design services in the amount of 11,371.96.

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

SECTION ONE: The Board of Alderman hereby approves the Supplemental Agreement No. 2 to the Engineering Services Contract with Lochmueller Group for the North Sappington Road Surface Transportation Program Project, in substantially the form attached hereto as Exhibit A

SECTION TWO: The Mayor and other appropriate officers, agents and employees of the City are authorized to execute an agreement with Lochmueller Group, in substantially the form attached hereto as Exhibit A, and to take such further actions and execute and deliver such other documents, certificates, and instruments as may be necessary or desirable to carry out and comply with the intent of this Resolution.

SECTION THREE: This project will be budgeted and charged to line item 90060-44034 of the Capital Improvement Fund.

SECTION FOUR: This resolution shall become effective upon its passage.

This Resolution Passed and Approved this 8th day of September, 2026.

____

Michael A. Wilcox
Mayor

ATTEST:

____
Frank Johnson
City Administrator/City Clerk

Exhibit A

SUPPLEMENTAL AGREEMENT NO. 2
TO
ENGINEERING SERVICES CONTRACT

The following supplemental agreement is to append the original contract between the City of Glendale, Missouri (further known as "City") and Lochmueller Group, Inc. (further known as the "consultant") for design services of the North Sappington Road Preservation Project STP-5568 (604). The purpose of this supplemental agreement is to compensate the consultant for additional engineering design efforts associated with changes necessitated by right-of-way negotiations and City requests between August 2025 and May 2026. These items are described in further detail below.

1. 1015 N Sappington Road
    a. Update design, revise easements/ROW, and coordinate with City on a change from a curb ramp that wraps around the corner to a perpendicular curb ramp crossing Queen Anne Place.
2. 405 N Sappington Road
    a. Update design, revise easements/ROW, and coordinate with City on a change to the curb ramp width and brick walkway replacement limits. The City also agreed with the homeowner to reduce the size of the permanent easement. Therefore, EDSI was required to recreate the permanent easement plat and description for this parcel.
3. 421 N Sappington Road
    a. Update design, revise easements/ROW, and coordinate with City on a change to the curb ramp location.
4. 1 Highland Place, 2 Highland Place, and Highland Place (HOA)
    a. Meet with property owners, update design, revise easements/ROW, and coordinate with City on a change to the pavement width and curb ramp design. EDSI was required to recreate the permanent easement plat and description for 1 Highland Place, with the curb ramp no longer including access to the west along Highland Place and the permanent easement size being reduced.
5. 228 N Sappington Road
    a. Meet with property owner, update design, revise easements/ROW, and coordinate with City on a change to the drywell design and curb discharge details.
6. 10028 Manchester Road
    a. Update design, revise easements/ROW, and coordinate with City on a change to the entrance and curb ramps. Lochmueller removed the entrance and curb ramp improvements from the plans, as requested by the City. Then

Lochmueller added the improvements back into the plans when the City and property owner came to an agreement on the temporary construction easement.

7. Decorative Crosswalk Changes
    a. Lochmueller prepared a cost savings breakdown for installing vs removing the decorative crosswalks from each of the existing decorative crosswalk locations.
    b. Lochmueller updated the plans and estimate to only show a decorative crosswalk at City Hall and North Glendale Elementary.
    c. As a cost-saving measure requested by City, Lochmueller revised the decorative crosswalk detail and job special provision to be stamped asphalt instead of full depth concrete.
8. Various Other Changes
    a. At the City's request dated 1/21/2026, Lochmueller removed the following items previously included in the project plans:
        i. Sidewalk replacement at 160 N Sappington Road
        ii. Sidewalk replacement at 180 N Sappington Road
        iii. Sidewalk replacement at 233 N Sappington Road
        iv. Curb and gutter replacement at 314/318 N Sappington Road
        v. Curb and gutter replacement at 325 N Sappington Road
        vi. Curb and gutter replacement at 402/406 N Sappington Road
        vii. Concrete approach replacement at 411 N Sappington Road
        viii. Concrete approach replacement at Fire Station
        ix. AT&T manhole adjustment to grade at Fire Station
        x. Adjustment of flowline of curb and gutter along the southern edge of City Hall's north entrance to keep water from ponding.
        xi. Curb and gutter replacement at 437 N Sappington Road
        xii. Curb and gutter replacement at 455 N Sappington Road
        xiii. Concrete approach replacement at 2 Highland Place
        xiv. Sidewalk replacement at 1 Highland Place
        xv. Sidewalk and Curb and gutter replacement at 765 N Sappington Road
        xvi. Curb and gutter replacement at 760/780 N Sappington Road
        xvii. Concrete approach replacement at 898 Alexandria Ave
        xviii. Curb and gutter replacement at 816 N Sappington Road
        xix. Curb and gutter replacement at 896 Victoria Place
        xx. Curb and gutter replacement at 925 N Sappington Road
        xxi. Curb and gutter replacement at 1015/1035 N Sappington Road
        xxii. Removal of asphalt buffer area at 10018 Manchester Road and replacement with sod

These additional services shall be in an amount not to exceed eleven thousand three hundred seventy-one dollars and ninety-six cents ($11,371.96). The total design and construction services shall be in an amount not to exceed two hundred sixty-six thousand one hundred ninety-two dollars and seventy-four cents ($266,192.74). Attachment A outlines the cost breakdown for this supplemental agreement.

Supplement Agreement No. 2 accepted as defined herein:

OWNER: City of Glendale, Missouri	ENGINEER: Lochmueller Group, Inc.
BY: ______________________ Michael A. Wilcox	BY: [signature] Scott J. Smith, P.E.
TITLE: Mayor	TITLE: Vice President – Western Market Leader
DATE: ______________________	DATE: July 29, 2026

ATTEST:

BY: ______________________ Frank Johnson	BY: [signature] Collin J. Wilcox, P.E.
TITLE: City Administrator/City Clerk	TITLE: Project Engineer
DATE: ______________________	DATE: July 29, 2026

Executed by the City on this ______ day of ________________, 2026.

ATTACHMENT A
SUPPLEMENTAL AGREEMENT NO. 2
(7/29/2026)

		Senior Project Manager I	Project Engineer III	Project Engineer II	Engineering Intern III	Total Hours
Design Phase						
Task 1	Administration/Management	2	4	1	0	7.00
Task 9	Final Roadway Plans	0	32.25	7.25	16.25	55.75
	Subtotal Manhour by Classification	2	36.25	8.25	16.25	**62.75**
	Unburdened Rate	$67.18	$54.42	$45.46	$39.66	
	Labor	$134.36	$1,972.73	$375.05	$644.48	
	Overhead Rate 186.80%	$250.98	$3,685.05	$700.58	$1,203.88	
	Total Labor & OH	$385.34	$5,657.78	$1,075.63	$1,848.35	
	Fixed Fee = Total Labor & OH Rate x 12.000%	$46.24	$678.93	$129.08	$221.80	$1,076.05
	Design/Bidding Total Including Labor, OH & Fixed Fee	$431.59	$6,336.71	$1,204.70	$2,070.16	$10,043.16
	Direct Cost - Mileage - 48 miles x $0.60					$28.80
	Direct Cost - EDSI - 2 plats x $650.00					$1,300.00
	Design/Bidding Phase Total					**$11,371.96**
	Supplement #2 Total					**$11,371.96**
	Previous Contract Total					**$254,820.78**
	Current Total					**$266,192.74**

FIG. VI - 4