



**AGENDA REVIEW MEETING
CHESTERFIELD CITY COUNCIL
Monday, March 19, 2018
6:00 PM**

- I. Planning and Public Works Committee** – Chairperson Guy Tilman-Ward II
 - A. **Bill No. 3190** - Riparian Trail - Transportation Alternative Funds Program Agreement (**Second Reading**)
 - B. **Bill No. 3191** - P.Z. 01-2018 Clarkson Square (1709 Clarkson Rd) Ordinance Amendment (**First Reading**)
 - C. **Riparian Trail** – Contract with George Butler Associates, Incorporated and associated fund transfer (**Roll Call Vote**) **Planning & Public Works Committee recommends approval**
 - D. **Comprehensive Plan and Travel Demand Model Budget Amendment** (Roll Call Vote) **Planning & Public Works Committee recommends approval**
 - E. **Next Meeting** – March 22, 2018 (5:45pm)
- II. Finance and Administration Committee** – Chairperson Tom DeCampi-Ward IV
- III. Parks, Recreation and Arts Committee** – Chairperson Randy Logan-Ward III
 - A. **Creative Art Alliance** – Approval for locating “Saturday’s Distraction” (**Voice Vote**)
- IV. Public Health and Safety Committee** – Chairperson Barry Flachsbart-Ward I
- V. Report from the City Administrator** – Mike Geisel
 - A. Destruction of Records (**Voice Vote**)
 - B. Schoettler Road Design Services (**Roll Call Vote**)
 - C. 2018 Sidewalk Replacement Project A (**Roll Call Vote**)

D. 2018 Sidewalk Replacement Project B **(Roll Call Vote)**

E. Requested Budgeted Amendments **(Roll Call Vote)**

VI. Unfinished Business – Mayor Bob Nation

VII. New Business – Mayor Bob Nation

VIII. Adjourn –

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

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



AGENDA
CHESTERFIELD CITY COUNCIL MEETING
Chesterfield City Hall
690 Chesterfield Parkway West
Monday, March 19, 2018
7:00PM

- I. CALL TO ORDER** – Mayor Bob Nation
- II. PLEDGE OF ALLEGIANCE** – Mayor Bob Nation
- III. MOMENT OF SILENT PRAYER** – Mayor Bob Nation
- IV. ROLL CALL** – City Clerk Vickie Hass
- V. APPROVAL OF MINUTES** – Mayor Bob Nation
 - A. Executive Session Minutes** – February 5, 2018
 - B. City Council Meeting Minutes** – March 5, 2018
- VI. COMMUNICATIONS AND PETITIONS** – Mayor Bob Nation
 - A. Proclamation – Chesterfield Historic and Landmark Preservation Committee**
 - B. Citizen of the Year – Rosie Bergh** (Temporary Adjournment for Citizen of the Year Reception)
- VII. INTRODUCTORY REMARKS** – Mayor Bob Nation
 - A. Thursday, March 22, 2018** – Planning and Public Works (5:45 pm)
 - B. Monday, March 26, 2018** – Planning Commission (7 pm)
 - C. Tuesday, April 3, 2018** – Election Day, Don't forget to vote!

VIII. APPOINTMENTS – Mayor Bob Nation

IX. COUNCIL COMMITTEE REPORTS

A. Planning and Public Works Committee – Chairperson Guy Tilman, Ward II

1. Bill No. 3190 – Riparian Trail - Transportation Alternative Funds Program Agreement (Second Reading)

2. Bill No. 3191 – P.Z. 01-2018 Clarkson Square (First Reading)

3. Riparian Trail – Contract with George Butler Associates, Inc. and Fund Transfer (Roll Call Vote) Planning & Public Works Committee recommends approval

4. Comprehensive Plan and Travel Demand Model Budget Amendment (Roll Call Vote) Planning & Public Works Committee recommends approval

5. Next Meeting – March 22, 2018 (5:45pm)

B. Finance and Administration Committee – Chairperson Tom DeCampi, Ward IV

C. Parks, Recreation and Arts Committee – Chairperson Randy Logan, Ward III

1. Creative Art Alliance – Approval for locating “Saturday’s Distraction” (Voice Vote)

D. Public Health and Safety Committee – Chairperson Barry Flachsbart, Ward I

X. REPORT FROM THE CITY ADMINISTRATOR – Mike Geisel

A. Destruction of Records (Voice Vote)

B. Schoettler Road Design Services (Roll Call Vote)

C. 2018 Sidewalk Replacement Project A (Roll Call Vote)

D. 2018 Sidewalk Replacement Project B (Roll Call Vote)

E. Requested Budgeted Amendments (Roll Call Vote)

XI. UNFINISHED BUSINESS – Mayor Bob Nation

XII. NEW BUSINESS – Mayor Bob Nation

XIII. LEGISLATION

- A. Bill No. 3190** - An Ordinance authorizing the City Administrator to execute a Transportation Alternative Funds Program Agreement with the Missouri Highways and Transportation Commission for construction of the Riparian Trail from August Hill Drive to Old Chesterfield Road **(Second Reading) Planning & Public Works Committee recommends approval**

XIV. LEGISLATION – PLANNING COMMISSION

- A. Bill No. 3191** - An Ordinance repealing City of Chesterfield Ordinance 2169 and amending Ordinance 2020 relating to a “C-8” Planned Commercial District located on the west side of Clarkson Road at its intersection with Baxter Road (P.Z. 01-2018 Clarkson Square [1709 Clarkson Rd] Ordinance Amendment) **(First Reading) Planning Commission recommends approval**

XV. ADJOURNMENT

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

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

AGENDA REVIEW – Monday, 3/19/2018 – 6:00 PM

An AGENDA REVIEW meeting has been scheduled to start at **6:00 pm, on Monday, March 19, 2018.**

Please let me know, ASAP, if you will be unable to attend this meeting.



RECORD OF PROCEEDING

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

MARCH 5, 2018

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

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

A roll call was taken with the following results:

PRESENT

ABSENT

Mayor Bob Nation
Councilmember Barry Flachsbart
Councilmember Barbara McGuinness
Councilmember Ben Keathley
Councilmember Guy Tilman
Councilmember Dan Hurt
Councilmember Randy Logan
Councilmember Tom DeCampi
Councilmember Michelle Ohley

APPROVAL OF MINUTES

The minutes of the January 17, 2018 Executive Session were submitted for approval. Councilmember Ohley made a motion, seconded by Councilmember Tilman, to approve the January 17, 2018 Executive Session minutes. A voice vote was taken with a unanimous affirmative result and the motion was declared passed.

The minutes of the February 21, 2018 City Council meeting were submitted for approval. Councilmember Logan made a motion, seconded by Councilmember Tilman, to approve the February 21, 2018 City Council minutes. A voice vote was taken with an affirmative result (Councilmember Flachsbart abstained) and the motion was declared passed.

COMMUNICATIONS AND PETITIONS

There were no speakers.

INTRODUCTORY REMARKS

Mayor Nation announced the names of candidates for the April 3, 2018 Municipal Election, and recognized those in attendance.

Mayor Nation recognized a Boy Scout in attendance and invited him to stay after the meeting to ask any questions he may have.

Mayor Nation announced that the next meeting of City Council has been scheduled for Monday, March 19, at 7 p.m.

APPOINTMENTS

There were no appointments.

COUNCIL COMMITTEE REPORTS

Planning/Public Works Committee

Councilmember Guy Tilman, Chairperson of the Planning/Public Works Committee, reported that Bill No. 3188 (Arbors at Kehrs Mill, Plat 1 – Replacement Construction and Maintenance Escrows) is scheduled for both first and second reading approval under the “Legislation” portion of the agenda.

Councilmember Tilman reported that Bill No. 3189 (Arbors at Kehrs Mill, Plat 2 – Replacement Construction and Maintenance Escrows) is scheduled for both first and second reading approval under the “Legislation” portion of the agenda.

Councilmember Tilman reported that Bill No. 3190 (Riparian Trail – Transportation Alternative Funds Program Agreement) will be read for the first time under the “Legislation” portion of the agenda.

Councilmember Tilman made a motion, seconded by Councilmember Ohley, to postpone the contract authorization for Riparian Trail engineering services with George Butler Associates, Incorporated, until the March 19, 2018 City Council meeting, unless a special meeting is scheduled sooner. A voice vote was taken with a unanimous affirmative result and the motion to postpone was declared passed.

Councilmember Tilman announced that the next meeting of this Committee has been scheduled for Thursday, March 8, at 5:45 p.m.

Finance and Administration Committee

Councilmember Tom DeCampi, Chairperson of the Finance and Administration Committee, reported that Bill No. 3180 (City Administrator's Compensation) will be considered for adoption under the "Legislation" portion of the agenda.

Councilmember DeCampi reported that Bill No. 3186 (Repeals Ordinance No. 852 – Drug Abuse Coordinator) will be considered for adoption under the "Legislation" portion of the agenda.

Councilmember DeCampi reported that Bill No. 3187 (Eliminates the Establishment of the Finance and Administration Committee as a Statutory Committee) will be considered for adoption under the "Legislation" portion of the agenda.

Councilmember DeCampi announced that the next meeting of this Committee has been scheduled for Monday, March 12, at 5:30 p.m.

Parks, Recreation & Arts Committee

Councilmember Randy Logan, Chairperson of the Parks, Recreation & Arts Committee, announced that the next meeting of this Committee has been scheduled for Monday, March 12, at 5:30 p.m.

Public Health & Safety Committee

Councilmember Barry Flachsbart, Chairperson of the Public Health & Safety Committee, announced that this Committee met earlier in the evening and will have a report at the next City Council meeting.

REPORT FROM THE CITY ADMINISTRATOR

City Administrator Mike Geisel reported that the City has sought bids and is recommending award of a contract for the annual street reconstruction program. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization for the City Administrator to enter into a contract with J. M. Marschuetz Construction Company for the 2018 Selective Slab Replacement, Area A, in an amount not to exceed \$938,674. This project is fully funded by the Capital Projects Fund. Councilmember Tilman made a motion, seconded by Councilmember Flachsbart, to approve this recommendation. A roll call vote was taken with the following results: Ayes – McGuinness, Hurt, Ohley, Keathley, Tilman, Flachsbart, DeCampi and Logan. Nays – None. Whereupon Mayor Nation declared the motion passed.

Mr. Geisel reported that the City has sought bids and is recommending award of a contract for the annual street reconstruction program. Based upon review of information provided by Public Works Director/City Engineer Jim Eckrich, Mr. Geisel joined with him in recommending authorization for the City Administrator to enter into a contract with J. M. Marschuetz Construction Company for the 2018 Selective Slab Replacement, Area B, in an amount not to exceed \$801,057. This project is fully funded by the Capital Projects Fund. Councilmember Logan made a motion, seconded by Councilmember Tilman, to approve this recommendation. A roll call vote was taken with the following results: Ayes – Keathley, McGuinness, Flachsbart, Hurt, Tilman, Ohley, Logan and DeCampi. Nays – None. Whereupon Mayor Nation declared the motion passed.

UNFINISHED BUSINESS

There was no unfinished business.

NEW BUSINESS

There was no new business.

LEGISLATION

BILL NO. 3180 Sets the 2018 Salary for the City Administrator. As considered and recommended by City Council in conjunction with the annual performance evaluation, the proposed bill establishes the annual compensation for the City Administrator as required by Statute **(City Administrators Compensation) (Second Reading)**

Councilmember DeCampi made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3180. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3180 was read for the second time. Discussion ensued and Councilmember Ohley stated for the record that if this Bill is passed, it will make Mr. Geisel the highest paid City Administrator in the neighboring cities. A roll call vote was taken for the passage and approval of Bill No. 3180 with the following results: Ayes – McGuinness, Hurt, Logan, Tilman and Flachsbart. Nays – Keathley, DeCampi and Ohley. Whereupon Mayor Nation declared Bill No. 3180 approved, passed it and it became **ORDINANCE NO. 2992**.

BILL NO. 3186 Repeals Chapter 2, Article 5, Section 2-107, (Ordinance Number 852) of the City of Chesterfield Municipal Code, establishing the position of the Coordinator of Alcohol and Drug Abuse Prevention **(Second Reading) F&A Committee recommends approval**

Councilmember DeCampi made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3186. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3186 was read for the second time.

A roll call vote was taken for the passage and approval of Bill No. 3186 with the following results: Ayes – Tilman, Ohley, Logan, Keathley, Flachsbart, Hurt, McGuinness and DeCampi. Nays – None. Whereupon Mayor Nation declared Bill No. 3186 approved, passed it and it became **ORDINANCE NO. 2993.**

BILL NO. 3187 Repeals the establishment of the Finance and Administration Citizens Committee as a statutory committee **(Second Reading)**

Councilmember DeCampi made a motion, seconded by Councilmember Logan, for the second reading of Bill No. 3187. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3187 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3187 with the following results: Ayes – Ohley, Flachsbart, Logan, Keathley, Tilman, Hurt, DeCampi and McGuinness. Nays – None. Whereupon Mayor Nation declared Bill No. 3187 approved, passed it and it became **ORDINANCE NO. 2994.**

BILL NO. 3188 Amends Ordinance 2866 to authorize replacement construction and maintenance escrows for Arbors at Kehrs Mill Subdivision, Plat 1 **(First & Second Readings) Planning & Public Works Committee recommends approval**

Councilmember Tilman made a motion, seconded by Councilmember Ohley, for the first reading of Bill No. 3188. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3188 was read for the first time.

Councilmember Tilman made a motion, seconded by Councilmember Flachsbart, for the second reading of Bill No. 3188. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3188 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3188 with the following results: Ayes – Hurt, McGuinness, Keathley, Flachsbart, Ohley, DeCampi, Logan and Tilman. Nays – None. Whereupon Mayor Nation declared Bill No. 3188 approved, passed it and it became **ORDINANCE NO. 2995.**

BILL NO. 3189 Amends Ordinance 2867 to authorize replacement construction and maintenance escrows for Arbors at Kehrs Mill Subdivision, Plat 2 **(First & Second Readings) Planning & Public Works Committee recommends approval**

Councilmember Tilman made a motion, seconded by Councilmember Ohley, for the first reading of Bill No. 3189. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3189 was read for the first time.

Councilmember Tilman made a motion, seconded by Councilmember Ohley, for the second reading of Bill No. 3189. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3189 was read for the second time. A roll call vote was taken for the passage and approval of Bill No. 3189 with the

following results: Ayes – Ohley, Tilman, Hurt, McGuinness, Logan, Keathley, Flachsbart and DeCampi. Nays – None. Whereupon Mayor Nation declared Bill No. 3189 approved, passed it and it became **ORDINANCE NO. 2996.**

BILL NO. 3190 Authorizes the City Administrator to execute a Transportation Alternative Funds Program Agreement with the Missouri Highways and Transportation Commission for construction of the Riparian Trail from August Hill Drive to Old Chesterfield Road **(First Reading) Planning & Public Works Committee recommends approval**

Councilmember Tilman made a motion, seconded by Councilmember Ohley, for the first reading of Bill No. 3190. A voice vote was taken with a unanimous affirmative result and the motion was declared passed. Bill No. 3190 was read for the first time.

ADJOURNMENT

There being no further business to discuss, Mayor Nation adjourned the meeting at 7:36 p.m.

Mayor Bob Nation

ATTEST:

Vickie J. Hass, City Clerk

APPROVED BY CITY COUNCIL: _____

UPCOMING MEETINGS/EVENTS

- A. **Thursday, March 22, 2018** – Planning and Public Works (5:45 pm)
- B. **Monday, March 26, 2018** – Planning Commission (7 pm)
- C. **Tuesday, April 3, 2018** – Election Day, Don't forget to Vote!
- D. **Monday, April 9, 2018** – Planning Commission (7 pm)
- E. **Wednesday, April 18, 2018** – City Council (7 pm)

COMMUNICATIONS AND PETITIONS

Proclamation – Chesterfield Historic and Landmark Preservation Committee

The Mayor will issue a proclamation recognizing the passion, dedication and perseverance of the CHLPC, concurrent with recognition of the 200th year since the first recognition of the “Chesterfield” community.

Citizen of the Year – Rosie Bergh (Temporary Adjournment for Citizen of the Year Reception)

The meeting will be temporarily suspended and refreshments will be provided in the multi-purpose room.

APPOINTMENTS

There are no appointments proposed for this meeting.

If you have any questions, please contact me prior to Monday's meeting.

PLANNING AND PUBLIC WORKS COMMITTEE

The Planning and Public Works Committee has the following action items for the March 19, 2018 City Council meeting.

LEGISLATION

Bill No. 3190 - Riparian Trail - Transportation Alternative Funds Program Agreement

(Second Reading) Planning & Public Works Committee recommends approval

Action postponed by City Council until the March 19th, 2018 Council Meeting

An ordinance authorizing the City Administrator to execute a Transportation Alternative Funds Program Agreement with the Missouri Highways and Transportation Commission for construction of the Riparian Trail from August Hill Drive to Old Chesterfield Road.

LEGISLATION – PLANNING COMMISSION

Bill No. 3191 - P.Z. 01-2018 Clarkson Square (1709 Clarkson Rd) Ordinance Amendment

(First Reading) Planning Commission recommends approval

An ordinance repealing City of Chesterfield Ordinance 2169 and amending Ordinance 2020 relating to a “C-8” Planned Commercial District located on the west side of Clarkson Road at its intersection with Baxter Road (P.Z. 01-2018 Clarkson Square [1709 Clarkson Rd] Ordinance Amendment)

RECOMMENDATIONS

Riparian Trail – Contract with George Butler Associates, Incorporated

(Roll Call Vote) Planning & Public Works Committee recommends approval

Action postponed by City Council until the March 19th, 2018 Council Meeting

The PPW Committee recommended that the City of Chesterfield enter into a contract with George Butler Associates, Incorporated for design and construction engineering services for construction of the Riparian Trail from August Hill Drive to Old Chesterfield Road in an amount not to exceed \$284,200; and to transfer \$284,200 from General Fund – Fund Reserves over the forty percent policy. This money will be reimbursed to the General Fund – Fund Reserves from TAP grant funding or costs paid by the Chesterfield Valley TDD. There is no net cost, or loss of funds, to the General Fund – Fund Reserves associated with this project.

Comprehensive Plan and Travel Demand Model Funding Budget Amendment

(Roll Call Vote) Planning & Public Works Committee recommends approval

Recommendation for a budget amendment to fund the effort of updating the Comprehensive Plan and Travel Demand Model. In order to fund these two projects, a transfer of \$300,000 from General Fund – Fund Reserves is recommended. If the Budget is approved, authorizing the Comprehensive Plan project, contracts will be forwarded later in the year for this work. This authorization is for the budget amendment only, authorizing the project, not authorizing any individual contract or obligation.

NEXT MEETING

The next meeting of the Planning & Public Works Committee is scheduled for Thursday, March 22, 2018 at 5:45 pm.

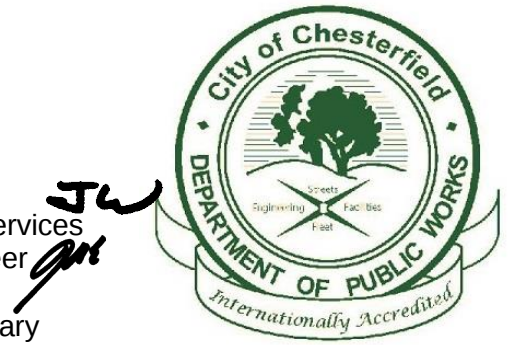
If you have any questions, please contact me prior to Monday’s meeting.

MEMORANDUM

TO: Mike Geisel, City Administrator

FROM: Justin Wyse, Director of Planning & Development Services
James Eckrich, Director of Public Works/City Engineer

SUBJECT: Planning & Public Works Committee Meeting Summary
Thursday, March 8, 2018



A meeting of the Planning and Public Works Committee of the Chesterfield City Council was held on Thursday, March 8, 2018 in Conference Room 101.

In attendance were: **Chair Guy Tilman** (Ward II), **Councilmember Barry Flachsbart** (Ward I), **Councilmember Dan Hurt** (Ward III), and **Councilmember Michelle Ohley** (Ward IV).

Also in attendance were: Mayor Bob Nation; Councilmember Randy Logan (Ward III); Planning Commission Chair Merrell Hansen; Steve Wuennenberg, Planning Commissioner; Laura Lueking, Planning Commissioner; Jim Eckrich, Director of Public Works/City Engineer; Justin Wyse, Director of Planning & Development Services; Jessica Henry, Senior Planner; and Kathy Juergens, Recording Secretary.

The meeting was called to order at 5:45 p.m.

I. APPROVAL OF MEETING SUMMARY

A. Approval of the February 22, 2018 Committee Meeting Summary

Councilmember Flachsbart made a motion to approve the Meeting Summary of February 22, 2018. The motion was seconded by Councilmember Hurt and **passed** by a voice vote of 4-0.

II. UNFINISHED BUSINESS - None

III. NEW BUSINESS

A. Comprehensive Plan and Travel Demand Model Funding Authorization

STAFF REPORT

Justin Wyse, Director of Planning and Development Services, stated that during the 2018 budget process, updates to the Comprehensive Plan and Travel Demand Model were discussed but not included in the budget. It was noted at the time that a separate funding request would be presented to City Council for this process. Staff is now requesting funding for this project in the amount of \$300,000 to be funded through the General Fund-Fund Reserves over the 40% Reserve Policy.

Mr. Wyse provided a brief background regarding the City's Comprehensive Plan. He pointed out that in early 2000, the City made the decision to integrate transportation and land use together and created the first Travel Demand Model in 2003. The two processes were linked together so that land use inputs are considered in conjunction with their impact to the City's transportation infrastructure.

Staff is recommending that the updates to the Comprehensive Plan and Travel Demand Model be accomplished under two separate contracts. This would give the City more control in managing the contracts from both a cost perspective and quality standpoint. If approved by the City Council, Staff will issue an RFQ for the Comprehensive Plan update. With regard to the Travel Demand Model, Mr. Wyse stated that George Butler Associates' (GBA) Lenexa, Kansas office created the City's original Model in 2001/2002. GBA has completed all subsequent updates, as well as several scenario-based plans for the City over the last 16 to 17 years. Staff would not recommend issuing a RFQ for this portion of the project given GBA's qualifications and experience with the City. It is estimated that approximately \$125,000 will be necessary to update the Travel Demand Model and approximately \$175,000 for the Comprehensive Plan.

Mr. Wyse provided a few key examples of the areas where significant updates to the Comprehensive Plan may be warranted. He explained that a key element in developing a plan that represents the vision of the community for the physical development of the City involves extensive participation by residents, businesses, elected and appointed officials, and City Staff.

DISCUSSION

STAFFING

In response to Councilmember Flachsbar's questions, Mr. Wyse responded that Staff will be managing the contracts because it will result in better coordination and quality control of the final product. Staff regularly communicates with the Council and Planning Commission, therefore, Staff is better able to ensure the results meet the City's expectations.

Mr. Wyse confirmed that this will involve a significant amount of time and effort but he feels confident that the Planning Staff can handle the project. Over the past several months, the Department has been internally preparing for this transition. Staff will input all of the land use that feeds into the model for existing and future scenarios rather than having the consultant do so. It is difficult to predict the amount of time required for the input process as well as the coordination afterwards, but Mr. Wyse estimated that it will take three months for a full-time employee. Mr. Wyse further stated that the biggest issue is not the number of Staff but retention of the current Staff. Typically the Planning Department experiences turnover every two years. The effort that it takes to bring in someone new and get them up to speed can take 12 to 18 months.

PARKS MASTER PLAN

Councilmember Ohley asked if the Parks Master Plan Study will tie into this project and if so, stated that it should be done at the same time. Mr. Wyse replied that Staff will make sure that the data collection effort is not duplicated and indicated that Parks will be approximately six months ahead of this process.

Councilmember Ohley then asked how the Travel Demand Model will be integrated with the Parks Master Plan. Mr. Wyse explained that the Parks Master Plan is geared toward park services, operations, and specific resident input on parks services being offered. The Travel Demand Model is exclusively geared toward private transportation and will not include public transit.

PROCESS

Mr. Wyse explained that the first step in the process is to review every parcel in the City to determine the current land use. Traffic counts will be taken for a specific period of time to see what current traffic volumes are. The current conditions will then be compared to the Model to determine if they match. Future development potentials will then be added to the Model to determine scenarios based off of that. Mr. Wyse estimated that a contract would be ready for Council approval in early August and that the project would take a total of 18 to 24 months to complete.

CITIZEN INPUT

Councilmember Hurt expressed his concern that he did not see focus groups specifically mentioned in the proposed RFQ. He believes that focus groups are an important component to the Comprehensive Plan update and Parks Master Plan study. He stated there needs to be a balance between residential, commercial, and industrial development and it is important to know how the people perceive that balance. Mr. Wyse stated that most companies who respond to the RFQ will either have dedicated staff that specialize in this area or there are several companies in the St. Louis area that specialize in community engagement. Mr. Wyse stated he would prefer to allow the RFQs to introduce the companies and explain their capabilities before establishing a scope. The exact details can be defined at a later time. Councilmember Hurt felt that it was important to let them know that the City wants to utilize focus groups.

Chair Tilman stated that in the past he has had experience, as a resident, participating in the development of a city's comprehensive plan where multiple activities were going on concurrently. He suggested that while the City has a captive audience, the participants be split up into different groups to discuss different aspects such as traffic, development, parks, etc. At the end of a specified time, you will end up with inputs that are beneficial to each one of those particular components without having the need to hold several different focus groups at various times.

TRAVEL DEMAND MODEL

In response to Chair Tilman's question regarding the determining factor for evaluating streets other than those in the key corridors, Mr. Wyse stated that such an evaluation would be generated from public input. If a concern was not identified for Clayton Road or Ladue Road, there would be no need for further investigation.

There was some additional discussion on the validity of retaining the services of GBA for the Travel Demand Model update. Mr. Wyse confirmed that while there are other qualified firms, it would take a significant effort for them to learn the City's current model whereas GBA knows how the Model was built, the framework it was built on, and the inputs that go into it. If a new consultant was hired, the project cost would be significantly higher and it would be a waste of Staff's time, the consultant's time, and ultimately not worth the expenditure. GBA has done a very good job with the City's current model.

Councilmember Logan asked for information as to when the previous updates took place and the associated cost. Mr. Wyse stated that he will provide that information before it is presented to the full City Council and indicated the last update was done in the 2008-2009 timeframe.

Councilmember Flachsbart made a motion to recommend that City Council authorize a \$300,000 transfer from the General Fund-Fund Reserves in order to fund the

Comprehensive Plan and Travel Demand Model updates. The motion was seconded by Councilmember Hurt and **passed** by a voice vote of 4-0.

[Please see the attached report prepared by Justin Wyse, Director of Planning and Development Services, for additional information on the Comprehensive Plan and Travel Demand Model Funding Authorization.]

IV. OTHER

V. ADJOURNMENT

The meeting adjourned at 6:19 p.m.

City Council Memorandum

Department of Planning & Development Services



To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning and Development Services **JW**
Date: March 13, 2018
CC Date: March 19, 2018
RE: **P.Z. 01-2018 Clarkson Square (1709 Clarkson Rd) Ordinance**

Amendment: A request to amend Ordinance 2169 to amend the development conditions to remove the restriction on the number of restaurants in a "C-8" Planned Commercial District for a 34.8 acre tract of land located north of Baxter Road and on the west side of Clarkson Road.

Caparco One, Inc. and Caplaco Four, Inc. have submitted a request for an amendment to an existing "C-8" Planned Commercial District. As stated in the submitted written narrative, the applicant wishes to remove the restriction on the number of restaurants currently imposed.

A Public Hearing for this petition was held at the March 12th, 2018 Planning Commission meeting. No issues were identified during the public hearing. The Planning Commission voted on this item the same night. A motion to approve the petition as presented was passed by a vote of 7-0. Per City Council Policy #30, those amendments to existing ordinances which receive a vote of $\frac{3}{4}$ of those present with a minimum of 5 votes, will go directly to Council.

Attached to the legislation, please find a copy of the Attachment A. A redline version of the proposed changes can be found on page 5 of the attached Planning Commission Vote Report.



Figure 1. Aerial Photograph



IV. A. VIII. C.

690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

Planning Commission Public Hearing & Vote Report

Meeting Date: March 12, 2018

From: Cecilia Dvorak, Project Planner

Location: A 34.8 acre tract of land located north of Baxter Road and on the west side of Clarkson Road

Petition: **P.Z. 01-2018 Clarkson Square (1709 Clarkson Rd) Ordinance Amendment:** A request to amend Ordinance 2169 to amend the development conditions to remove the restriction on the number of restaurants in a “C-8” Planned Commercial District for a 34.8 acre tract of land located north of Baxter Road and on the west side of Clarkson Road.

SUMMARY

Caparco One, Inc. and Caplaco Four, Inc. are requesting a text amendment to City of Chesterfield Ordinance 2169 with respect to the number of restaurants permitted in the Clarkson Square subdivision. This amendment would revise the development restrictions in a “C-8” Planned Commercial district for a 34.8 acre tract of land located north of Baxter Road and on the west side of Clarkson Road.

The request is solely for a text amendment within the development restrictions of Ordinance 2169 in regards to the restrictions on permitted restaurants. There are no other requests being made to the Attachment A or development conditions, and the preliminary plan will remain the same.

SITE HISTORY

The subject site was zoned “C-8” Planned Commercial by St. Louis County prior to the City’s incorporation.

In 1995, the City of Chesterfield approved Ordinance 1100 which made amendments to the original St. Louis County ordinance for additional uses for the school site, identified in Figure 1 and in the ordinance as Section C. Subsequently, Ordinance 2020 was approved in 1996 to change the allowable gross floor area in Section C.

Finally, in 2005 Ordinance 2169 was approved to remove the previously-approved theatre use in Section A as shown in Figure 1 below. The square footage of the theatre was then incorporated into the commercial/retail use. This Section A is also the site of the request before you today to remove the restriction on number of restaurants within the Commercial/Retail area.

Given that Section A is the site which is applicable to this request, the maps in this report will reflect this area as the subject site.

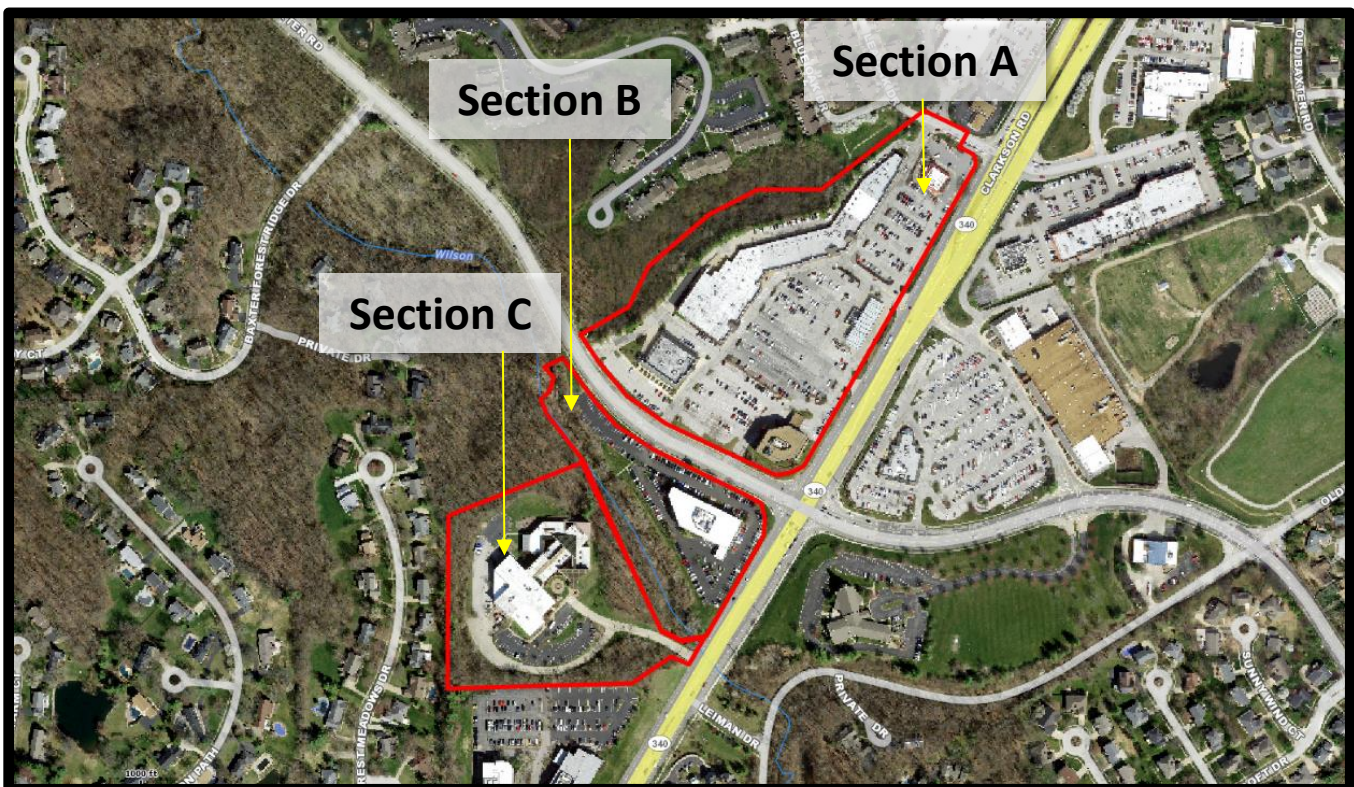


Figure 1: Aerial Image

SURROUNDING LAND USE AND ZONING

Direction	Current Zoning	Subdivision	
North	R6A Residence District & C-8 Planned Commercial District	Clarkson Grove & Chesterfield Crossing	Single-Family Attached
East	C-8 Planned Commercial District	Drew Station & Dierbergs the Market Place	Commercial/Retail
South	R6A Residence District	Lord of Life Lutheran Church	Church
West	R3 Residence District	Westbury Park	Multi-Family

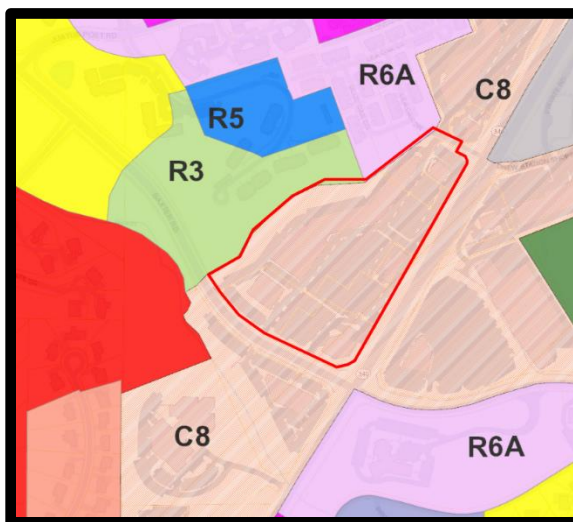


Figure 2: Current Zoning

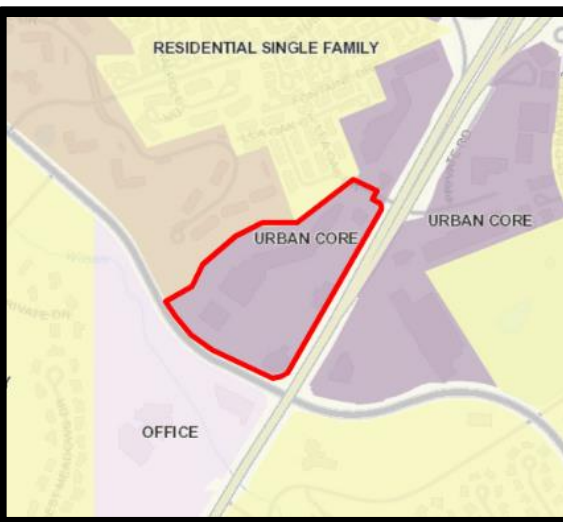


Figure 3: Comprehensive Land Use Plan

COMPREHENSIVE PLAN ANALYSIS

The subject site is located within Wards 2 and 4 of the City of Chesterfield. The City of Chesterfield Comprehensive Land Use Plan indicates the area is within the Urban Core as seen in Figure 3 above.

Policy 1.8- identifies the Urban Core as the highest density of mixed-use development in Chesterfield, and states that it should serve as the “physical and visual focus for the City,” and should provide a variety of amenities for its residents.

Policy 3.2.2- identifies Clarkson Road and Baxter as an appropriate location for retail nodes.

Policy 3.6.2- states that the Urban Core should accommodate a wide mix of uses which should be encouraged for integration both vertically and horizontally.

Currently, the site is able to provide a wide variety of retail and services, however, restaurants are currently limited by the ordinance today.

STAFF ANALYSIS

The Petitioner is requesting a text amendment to the current governing Ordinance 2169 with respect to the number of restaurants permitted in Section A of the Clarkson Square subdivision. The ordinance currently imposes the following restrictions and requirements on Section A of the Clarkson Square subdivision.

SECTION A			
Commercial/retail with a maximum of three restaurants	109,033 sq. ft.	1 story & 30 ft, not including any partial story under ground. Lot 1: no more than 52 ft. as measured from Baxter Road.	This building may contain financial institution uses without drive-thru facilities
Office building including office-warehouse uses	37,000 sq. ft.	3 stories and 45 ft.	May include one (1) financial institution with drive-thru facilities.

As discussed in the narrative, the petitioner feels that the current restriction on number of restaurants is limiting their ability to lease spaces and leading to a higher vacancy rate of the development.

The image and table below identify the neighboring subdivisions and their current restrictions on restaurants. As you can see, the other commercial retail areas have a wide variety of restrictions on types and square feet of restaurants permitted.



Figure 4: Neighboring Subdivisions

Subdivision	Limitation
Clarkson Square (subject site)	Limited to 3 restaurants
Chesterfield Crossing	No restrictions
Chesterfield Retail	Limited to specialty establishments where a limited variety of food and beverages such a baked goods or coffee may be prepared and consumed on site.
Chesterfield Oaks	Limited to 7,000 square feet (12%)
Drew Station	No freestanding fast-food restaurants
Dierbergs the Market Place	No drive-through or stand-alone restaurants

ORDINANCE CHANGES

Staff has reviewed the request for the text amendment and provided the following redline version of the proposed changes to Ordinance 2169.

USE	SIZE	BUILDING HEIGHT	ADDITIONAL REQUIREMENTS
SECTION A			
Commercial/retail with a maximum of three restaurants.	109,033 sq. ft.	1 story & 30 ft., not including any partial story under ground. Lot 1: no more than 52 ft. as measured from Baxter Rd	This building may contain financial institution uses without drive-thru facilities.
Office building including office- warehouse uses	37,000 sq. ft.	3 stories and 45 ft.	May include one (1) financial institution with drive-thru facilities
SECTION B			
Office building including office- warehouse uses	64,000 sq. ft. total	3 stories and 45 ft.	May include one (1) financial institution with drive-thru facilities
SECTION C			
Specialized private school with accessory gymnasium and dormitory facilities	120,000 sq. ft. total		

REQUEST

A Public Hearing further addressing the request will be held at the Monday, March 12, 2018, City of Chesterfield Planning Commission meeting. Attached, please find a copy of the Public Hearing Notice and Narrative Statement for this request as required by City Code.

Staff has reviewed the request for a text amendment and received all agency comments. Staff is requesting action on P.Z. 01-2018 Clarkson Square (1709 Clarkson Rd) Ordinance Amendment.

Respectfully submitted,
Cecilia Dvorak
Project Planner

Attachments

1. Public Hearing Notice
2. Narrative Statement

Memorandum

Department of Public Works



*Please forward to
PPW for review &
recommendation
1/16/2018
2/16/2018*

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

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

DATE: February 16, 2018

RE: Riparian Trail Grant- Transportation Alternative Program

Earlier this year the Department of Public Works submitted a grant application through the Transportation Alternative Program (TAP) for design and construction of the Riparian Trail extension from August Hill to Old Chesterfield Road. This trail has been contemplated by the City for some time and was included in the City of Chesterfield Bikeable and Walkable Community Plan completed in 2010. The project became a higher priority after the construction of St. Louis County's Baxter Road Improvement Project. As you know, the City was successfully able to negotiate the removal of dedicated bicycle lanes as part of that project, which would have resulted in the elimination of two traffic lanes. In return, the City of Chesterfield agreed to pursue funding for the next section of the Riparian Trail, from August Hill to Old Chesterfield Road.

The City was notified in late 2017 that its grant application was successful, and that through the TAP the City would receive up to \$998,175 in grant funding for the project, which is estimated to cost \$1,535,655. **This will result in a net expenditure of only \$537,480. However, there will be no net cost to the City of Chesterfield, as the entire local share will be funded via the Chesterfield Valley Transportation Development District (TDD), as the Riparian Trail will ultimately be connected to the Monarch Chesterfield Levee Trail.** The project is scheduled to be completed by December of 2020, with design commencing in the spring of 2018.

In order to proceed with this project, there are separate actions that need to be taken by the City of Chesterfield. These are as follows:

Execution of TAP Agreement

In order to accept grant funding for this project, the City of Chesterfield must enter into an Agreement with the Missouri Highways and Transportation Commission. A copy of the TAP Agreement is attached. This Agreement has been reviewed by the

City Attorney and is similar in form to many other agreements the City has executed in order to obtain grant funding.

Selection of an Engineering Consultant to Perform Design Services

In accordance with Missouri Department of Transportation requirements, the City of Chesterfield publicly advertised for qualification submittals for design and construction engineering services for this project in early 2018. A selection committee comprised of Public Works Staff reviewed each of the fifteen proposals submitted. Staff ultimately determined that George Butler Associates, Incorporated (GBA) was the firm most qualified to perform the required engineering services. Accordingly, we entered into contract negotiations with GBA, and both parties have come to an agreement which is within the parameters allowed by the grant, as detailed in the attached memorandum from Civil Engineer Dennis Welker.

Essentially the draft Contract provides for GBA to provide design and construction engineering services at a fee of \$270,632. To allow for any change orders which may become necessary, Staff has requested that funding be allocated up to a not to exceed amount of \$284,200. Through the TAP grant, up to 65 percent of this cost, or \$184,730 will be reimbursed to the City of Chesterfield by MODOT. This will result in a net City (ultimately TDD) expenditure not to exceed \$99,470. The breakdown in fees is described in detail within the attached memorandum from Civil Engineer Dennis Welker.

It is important to note that during the design of this phase of the Riparian Trail the trail will be located farther away from the creek than it was in the first phase. As you know, the first phase of the Riparian Trail was constructed in close proximity to Chesterfield Creek. While this created an aesthetically pleasing environment for trail users, Chesterfield Creek is actively incising in this area. Construction of the trail too close to the creek does not allow for the creek to naturally meander without erosion impacting the viability of the trail. Accordingly, adjustments will be made during this design to ensure the trail is located a sufficient distance away from Chesterfield Creek.

While the project costs will be initially paid by the City of Chesterfield, the majority of these costs will be reimbursed through the TAP grant. The remaining costs will be paid by the TDD. While the project will be administered by City Staff, it is anticipated that there will be no net cost to the City of Chesterfield for this project. However, a transfer from the General Fund – Fund Reserves over the forty percent policy will be required to execute the necessary payments prior to reimbursement through the TAP grant or the TDD.

Execution of an Agreement with Chesterfield Village Incorporated

As you can see from the attached "Riparian Trail Aerial" drawing, the proposed Riparian Trail will be mostly constructed on land current owned by Chesterfield Village Incorporated (CVI). In order to obtain the necessary land to construct the next phase of the Riparian Trail, CVI has proposed an amendment to the current *Agreement Regarding Contribution of Land to the City of Chesterfield Missouri for its Parks and Trails System* (Land Agreement). The original Land Agreement, a copy of which is attached, was adopted by the City of Chesterfield in May of 2010 via ordinance 2607. That Land Agreement allowed the City of Chesterfield to construct the Lydia Hill / August Hill connection and Phase 1 of the Riparian Trail. In return for the land donation, CVI received certain "credits" for open space, tree canopy, and floor area ratio that it can use when developing Chesterfield Village.

CVI is proposing a similar arrangement for the construction of the Riparian Trail extension. Essentially, via an Amendment to the Land Agreement (Amendment), CVI will convey to the City the property necessary to construct the Riparian Trail extension from August Hill to Wild Horse Creek Road. Additionally, as part of the Amendment, CVI will convey to the City the Awakening and the Chesterfield Ridge Center Drive bridge. **Please be advised that the details of this Amendment have not yet been finalized. I am only providing the information at this time so that the PPW Committee, and City Council, understand the full extent of what is contemplated as part of this project. No action regarding the Amendment is being requested at this time. Once all details have been finalized, the Amendment will be submitted to City Council for consideration.** The draft Amendment, including Exhibit A which shows the affected properties, is attached.

While no action is required on the Amendment at this time, it is an important part of the Riparian Trail project. Without the Land Acquisition Amendment, the City would not otherwise be able to construct the Riparian Trail as that property is privately owned by CVI. *

Action Recommended

This matter should be forwarded to the Planning and Public Works Committee for consideration. Should the PPW Committee concur with Staff's recommendation, it should forward the matter to City Council for the following actions:

- 1) Adoption of the attached ordinance authorizing the City Administrator to execute a Transportation Alternative Funds Program Agreement with the Missouri Highways and Transportation Commission for the construction of the Riparian Trail from August Hill Drive to Old Chesterfield Road.
- 2) Authorize the City Administrator to execute a Contract with George Butler Associates in an amount of \$270,632, (with total funding not to exceed \$284,200) for engineering design services and construction engineering

services. Please note that this Contract must be approved by MODOT, after execution of the TAP Agreement, prior to being executed.

- 3) Authorize the transfer of \$284,200 from General Fund – Fund Reserves over the forty percent policy. This money will be returned to the General Fund – Fund Reserves from TAP grant funding or costs ultimately paid by the Chesterfield Valley TDD. There is no net cost (or loss of funds) to the General Fund – Fund Reserves associated with this project.

Once the Land Agreement Amendment with CVI is finalized it will also be forwarded to full City Council for consideration.

Should there be any questions regarding this rather complicated project, I would be happy to address those.

BILL NO. _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A TRANSPORTATION ALTERNATIVE FUNDS PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION OF THE RIPARIAN TRAIL FROM AUGUST HILL DRIVE TO OLD CHESTERFIELD ROAD.

WHEREAS, the City of Chesterfield was successful in obtaining a reimbursement grant for the construction of the Riparian Trail from August Hill Drive to Old Chesterfield Road; and,

WHEREAS, in order to proceed with the project, TAP-5410(630), the City needs to enter into a Transportation Alternatives Funds Program Agreement with the Missouri Highways and Transportation Commission;

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

Section 1. The City Council of the City of Chesterfield hereby authorizes the City Administrator to act on behalf of the City of Chesterfield to enter into an Agreement with the Missouri Highways and Transportation Commission relative to the construction of Riparian Trail from August Hill Drive to Old Chesterfield Road, in form substantially similar to that attached in Exhibit A.

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

Passed and approved this _____ day of _____, 2018.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD:

Riparian Trail Aerial



Memorandum

Department of Public Works



TO: Jim Eckrich, City Engineer/PW Director

FROM: Todd Ohmes, Civil Engineer TAO

DATE: October 30, 2017

RE: Riparian Trail – TAP-5410(630)

As you are aware, the City of Chesterfield was recently awarded a Transportation Alternative Funding Grant (TAP) in an amount up to \$998,175 for the construction of the Riparian Trail from August Hill Drive to Old Chesterfield Road. The total estimated project cost is \$1,535,655 of which \$537,480 will be locally funded. Design of the project is scheduled for 2018 and 2019 and construction in 2019 and 2020.

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

I recommend presenting this matter to City Council for approval of the attached ordinance authorizing the TAP Agreement. Two (2) executed copies of the Agreement need to be forwarded to MoDOT. Accordingly, a packet containing two Agreements has been attached. Upon final execution, MoDOT will return one executed copy to the City for filing. Please note that the Agreement requires three signatures – the City Administrator, the City Clerk, and the City Attorney.

cc: File 2018-PW-06

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 03/17 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 5410(630)
Award Year: 2018
Federal Agency: Federal Highway Administration, Department of Transportation

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

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation alternatives funds to the City.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location: The improvement contemplated by this agreement will extend the existing Riparian Trail an additional 0.9 miles and will pass through natural areas beginning at Old Chesterfield Road and extending to August Hill Drive, running parallel to Baxter Road. A pedestrian crossing, including crosswalks, curb ramps and pedestrian buttons and signals will be installed at Wild Horse Creek Road.

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

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and

incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

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

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

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

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

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

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

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

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

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

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement.

If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 65 percent not to exceed \$998,175. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

(19) PERMITS: The City shall secure any necessary approvals or permits from

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

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Alternatives Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CHESTERFIELD

Title _____

By _____
Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____
Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A - Location of Project

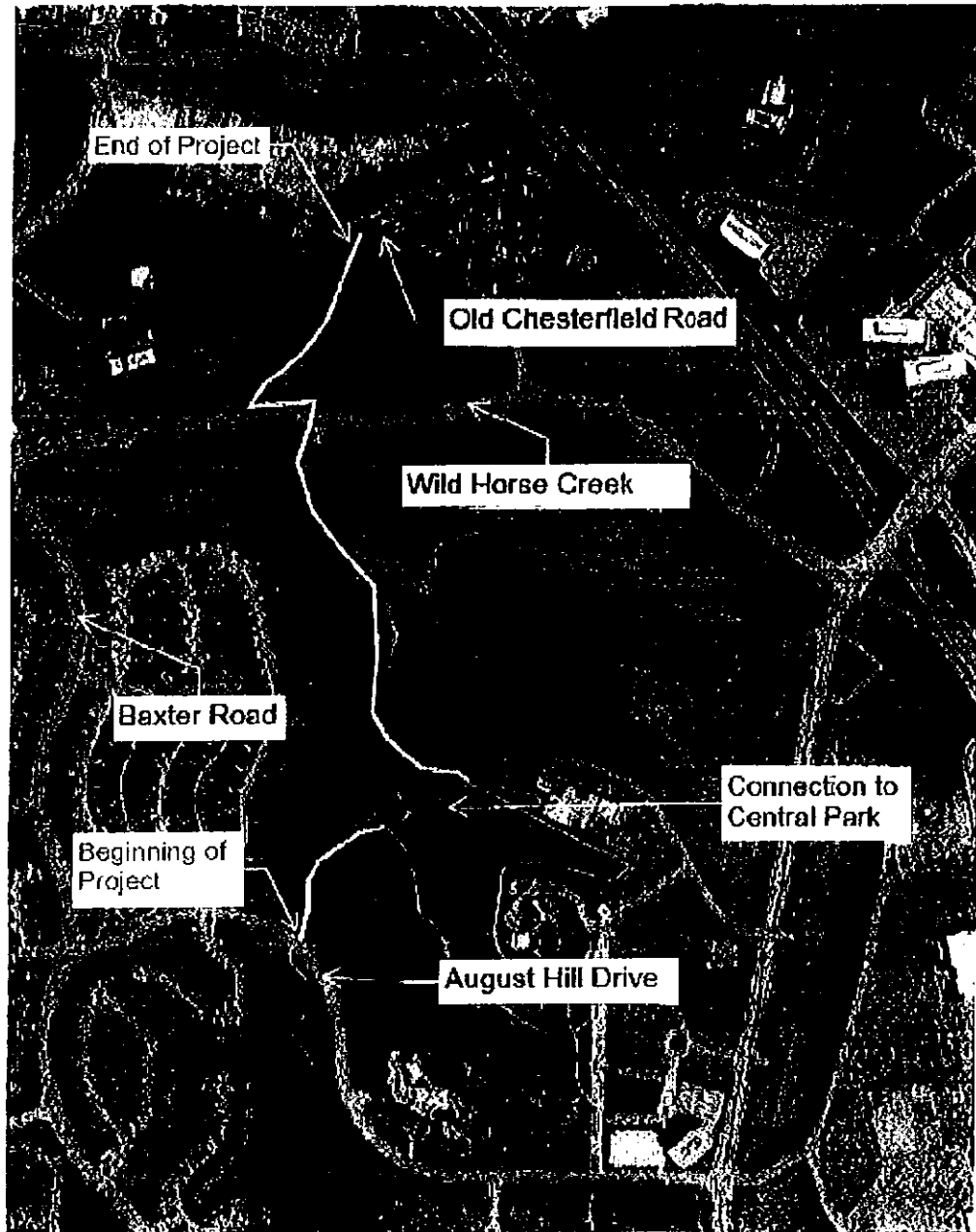


Exhibit B – Project Schedule

Project Description: TAP-5410(630)

The improvement contemplated by this agreement will extend the existing Riparian Trail an additional 0.9 miles and will pass through natural areas beginning at Old Chesterfield Road and extending to August Hill Drive, running parallel to Baxter Road. A pedestrian crossing, including crosswalks, curb ramps and pedestrian buttons and signals will be installed at Wild Horse Creek Road.

PROJECT DEVELOPMENT SCHEDULE <i>*Many stages can occur concurrently.</i>			
Activity Description	State Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2017	10/2017	1
Execute agreement (project sponsor and DOT)	11/2017	1/2018	3
Engineering services contract submitted and approved*	3/2018	6/2018	3
Obtain environmental clearances (106, CE-2, etc.)	6/2018	8/2018	2
Public meeting/hearing	8/2018	9/2018	1
Develop and submit preliminary plans	7/2018	11/2018	5
Preliminary plans approved	11/2018	2/2019	3
Develop and submit right-of-way plans	6/2018	8/2018	2
Review and approval of right-of-way plans	8/2018	10/2018	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	10/2018	12/2018	2
Right-of-way acquisition	1/2019	4/2019	4
Utility coordination	8/2018	12/2018	4
Develop and submit PS&E	2/2019	6/2019	5
District approval of PS&E/advertise for bids*	6/2019	11/2019	5
Submit and receive bids for review and approval	12/2019	2/2020	3
Project implementation/construction	2/2020	12/2020	10
* Finish date must match fiscal year for each milestone shown in bold text.			

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

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

Exhibit C - Required Contract Provisions Federal-Aid Construction Contracts

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

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

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

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

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

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

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

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

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

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

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

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

in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress,

expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

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

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

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

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

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

9. Disputes concerning labor standards. 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 he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 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.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" 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:

- (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.

2. 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. 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.

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

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 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.

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 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).

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 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 1, 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

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid

construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.
2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

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 or default.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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

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

2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to 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

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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-L.L.L., "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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS

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 DOI, 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(c) 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.

MEMORANDUM



DATE: February 15, 2018

TO: James A. Eckrich, PE – Public Works Director/City Engineer

FROM: Dennis Welker, PE – Civil Engineer

RE: Riparian Trail (August Hill Dr. to Old Chesterfield Rd.) – TAP-5410(630)

City Project No. 2018-PW-06

In June 2017, the City applied for grant funding from the Transportation Alternatives Program (TAP) for the engineering and construction associated with the Riparian Trail – August Hill Drive to Old Chesterfield Road. In September 2017 the City was notified that it had been awarded the grant and was provided a Program Agreement, which must be executed by the City and the Missouri Department of Transportation (MoDOT). It is anticipated that authorization to execute the Program Agreement will be approved by the City Council in March 2018. Per the Program Agreement, the federal share for the project will be up to \$988,175.00. The total project cost, including design, right-of-way, and construction is estimated to be \$1,535,655.00.

In December 2017, a Request for Qualifications (RFQ) was released to seek the services of a consulting engineering firm to perform professional engineering services for the project. The City received Letters of Interest and Statements of Qualifications from fifteen (15) firms. The submittals were evaluated based on criteria in the RFQ, which included experience, technical competence, capacity and capability, and past record of performance. The top scoring firm, George Butler Associates (GBA), was selected as the most qualified firm to provide the necessary professional engineering services.

Staff met with GBA for an initial scoping meeting on February 8, 2018. After several days of negotiations, a scope of services was defined with a corresponding fee estimate of \$270,631.54. The fee includes \$182,835.14 for design services (2018) and \$87,796.40 for construction engineering services (2020). The negotiated scope and fee, which are attached, will be included in an Engineering Services Contract. After execution by the City and GBA, the Engineering Services Contract and all supporting documentation will be reviewed by MoDOT.

I recommend requesting authorization to execute an Engineering Services Contract with GBA in an amount not to exceed \$284,200.00. This includes \$192,000.00 for design services and \$92,200.00 for construction engineering services. Please note that both amounts include a modest approximate 5% allowance for contingency funding to account for any unforeseen conditions and/or additional work. The City will be responsible for up to \$99,470.00, or 35% of the total fee.

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

Attachments: Riparian Trail Project – Scope of Services and Fee Proposal

cc: File 2016-PW-05

ATTACHMENT A – SCOPE OF SERVICES

Chesterfield Riparian Trail (August Hill Drive to Old Chesterfield Road)
TAP-5410(630)

WHEREAS, the LOCAL AGENCY has been awarded Transportation Alternatives Program Funds (TAP) to offset the cost of the extension of the Chesterfield Riparian Trail from August Hill Drive to Old Chesterfield Road, which includes, but is not necessarily limited to, full topographic survey, geotechnical investigations, preparation of conceptual plans, preliminary plans, right of way plans, final plans, job special provisions, construction cost estimate, public involvement, environmental and historic preservation services/permits, right of way/easement exhibits, legal descriptions, bid documents, utility coordination/permits, drainage design and MSD permitting, limited landscape architecture, assisting with bid and award, and providing construction support and full-time construction inspection, for approximately 4,752 linear feet of trail construction, (the “Project”); and

ARTICLE I – BASIC PRELIMINARY ENGINEERING SERVICES

The ENGINEER shall provide professional engineering services for the Project, which shall include, but not be limited to, the following basic services:

TASK 1 – SURVEY: Completed by Civil Design Inc.

- 1.1 Conceptual Alignment Study Basemap:
 - A. Gather flown data and GIS from the LOCAL AGENCY to create a working basemap for the conceptual alignment study. The LOCAL AGENCY will provide a working surface in the form of a TIN or DTM, utility and property information in CAD, aerial photography for the project area, and contours in CAD.
- 1.2 Topographic Survey, as necessary for preliminary, right of way and final design plans, at a minimum will include:
 - A. All structures, including building structures, retaining walls, drainage structures, fences, guardrail, or any other physical objects that would be in conflict with the proposed trail improvements.
 - B. Existing pavements, type of pavement, top back of curb, flowline of curb, type of curb, driveway entrances, sidewalks, steps, or any other roadway items that would be in conflict with the proposed improvements.
 - C. Break lines, including top of slopes and toe of slopes.
 - D. Missouri One-Call request for utility locates.
 - E. Survey all visible and flagged utilities, and determine flow line elevations of all storm and sanitary sewer structures.
 - F. Order Title Reports for four (4) properties.
 - G. Property reconstruction strip map of all parcels or tracts adjacent to project limits.
 - H. Acquiring recorded deeds from the St. Louis County Recorder’s Office.
 - I. Establishing horizontal and vertical control points (at a maximum interval of 1,000 feet) that can be used for construction of the project.
 - J. Tie vertical control to USGS, NGS, or MoDOT Benchmarks.

- K. Cross section existing ground every fifty (50) feet with a cross section width necessary for the trail design and production of construction documents.
- L. Survey all drainage ditches, creeks and channels upstream and downstream of the proposed trail crossing, a minimum of 100 feet each direction.
- M. Tree masses and trees with a diameter greater than 6", including type of tree.
- N. Survey basemap created in Microstation.
- O. Prepare easement exhibits and legal descriptions for up to four (4) taking areas.
- P. Staking for geotechnical boring locations.

TASK 2 – GEOTECHNICAL INVESTIGATION:

Scope provided in attached subconsultant agreement for TSI.

TASK 3 – DETAILED DESIGN:

Engineer shall undertake the following to develop the preliminary engineering phase:

- 3.1 **Conceptual Alignment Study** – this phase will evaluate alternative alignment locations for the trail before determining a preferred alignment to proceed with conceptual design plans, and will include, but not necessarily be limited to:
 - A. Project Kickoff meeting with the LOCAL AGENCY.
 - B. Design criteria memorandum. St. Louis County Department of Highways and Traffic design standards, details, and specifications will apply, except as modified by Chesterfield ordinance or policy. Trail will be designed in accordance with current ADA guidelines.
 - C. Coordinate concept basemapping with surveyor.
 - D. Gather developer data and incorporate into basemap.
 - E. The LOCAL AGENCY shall furnish GBA with available traffic information and accident data within the project limits, as necessary.
 - F. Concept alternatives study will be separated into three segments:
 - a. August Hill Drive to Central Park spillway
 - b. Central Park spillway to Wild Horse Creek Road
 - c. Wild Horse Creek Road to Old Chesterfield Road
 - G. Study shall include up to two (2) alternatives for each segment.
 - H. Concepts will indicate potential locations of retaining walls, culvert crossings, bridge crossings, and/or raised boardwalk crossings.
 - I. Landscape Architect will identify areas of tree protection, new plantings and possible mitigation areas.
 - J. Landscape Architect will review City ordinances and conservation easement documents for applicable requirements.
 - K. Strip maps will be created for the alternatives to be presented and discussed with the LOCAL AGENCY at a project meeting. Strip maps will show alignments with corresponding existing ground profiles and existing contours.

- L. One alternative shall be selected by the LOCAL AGENCY for conceptual design.
- M. Field check will be arranged with the LOCAL AGENCY to discuss design features in the project area and to verify existing topography.

3.2 **Conceptual Design Plans** – this phase will develop a set of 30% plans for one preferred trail alignment.

- A. Title sheet with location sketch, index of sheets, length of project, project description, MSD "P" reference number and base map number.
- B. Typical sections with existing sections, station limits of each typical section, location of the design centerline, trail widths, cross slopes, and fill & cut slopes.
- C. The plan view English scale shall be 1"= 20' horizontal and extend at least 100 feet beyond the project limits. The profile view English scale shall be 1"=20' horizontal, and 1"=5' vertical.
- D. Conceptual storm sewer design with drainage area map, storm sewer improvement recommendations, conceptual construction cost estimate, and MSD review coordination.
- E. Stormwater BMP evaluation with BMP drainage area maps, conceptual BMP design, conceptual construction cost estimate, and MSD review coordination.
- F. Conceptual traffic signal layout and Wild Horse Creek Road crossing to be shown on plan/profile sheets.
- G. Cross sections every 50 feet at a scale of 1"=10' will show existing ground, proposed features, and basic elevation labeling.
- H. Prepare the construction cost estimate.
- I. The 30% conceptual plans shall be submitted to the LOCAL AGENCY for review and approval.
- J. Address LOCAL AGENCY comments and resubmit one time, if necessary.
- K. Utility notification and request for facility maps.
- L. A public meeting will be held after approval of the conceptual plans. The LOCAL AGENCY will advertise for the public meeting and will set a date, time and place. GBA's representative will attend the meeting. GBA shall provide exhibits and handouts as requested by the LOCAL AGENCY. The LOCAL AGENCY will be responsible for all other documents.
- M. Quality control, project administration, and two status meetings.

3.3 **Preliminary Design Plans** – this phase will develop a set of 60% plans, including, but not necessarily limited to:

- A. Update title sheet as needed.
- B. Update typical sections as needed.
- C. One alternative selected by the LOCAL AGENCY for conceptual design will be advanced with the preparation of plan sheets to show critical design items and labeling of existing improvements.
- D. GBA may need to review preliminary cross sections sufficiently to make a cost comparison between using retaining walls versus acquiring additional right of way for proposed wall locations.

- E. Type, Size, Location study for pedestrian bridge(s), as determined necessary for the preferred trail alignment. Up to three potential bridge locations will be evaluated during the conceptual alignment study.
- F. Cross sections will be refined to include existing right of way, proposed takings, and earthwork quantities.
- G. The preliminary plans shall also include the proposed easement and right of way taking limits, property lines and ownerships, a preliminary signal plan sheet, and critical design items.
- H. Preliminary storm sewer design with storm sewer improvement recommendations, preliminary construction cost estimate, and MSD review coordination.
- I. Preliminary plan sheets should indicate construction staging with regards to construction access points, material and equipment staging areas, stockpile locations, and any temporary easements necessary for such staging work.
- J. Preliminary BMP design and MSD review coordination.
- K. Preliminary Planting plan by the project landscape architect to include plant palette, planting areas and locations of plant material, planting plans and details.
- L. Landscape Architect will develop project planting specifications.
- M. GBA shall update the construction cost estimate. The LOCAL AGENCY shall prepare the right of way estimate based on the right of way requirements furnished by GBA.
- N. The 60% preliminary plans shall be submitted to the LOCAL AGENCY for review and approval.
- O. Address LOCAL AGENCY comments and resubmit one time, if necessary.
- P. Submit plans to MoDOT LPA liaison, St. Louis County, and coordinate as needed.
- Q. Utility plans will be sent to the various utilities with request for notice of conflicts. Coordinate with the various utilities, as needed, to determine conflicts, possible conflict avoidance measures, and to obtain plans of adjustment from affected utilities. Revise trail plans as necessary during this process.
- R. Quality control, project administration, and two status meetings.

3.4 **Right of way Design Plans** – the main purpose of this phase is to develop a set of 70% plans indicating right of way taking necessary for construction of the project, to be used during right of way negotiations, and will include, but not necessarily be limited to:

- A. Right of way plans shall show alignment, geometric design, removal of improvements, drainage facilities, property lines and ownership, other land survey information, street lines and existing right of way and easements.
- B. Plans will also include any details which will require additional right of way or easements during the construction phase of the project such as bypasses, temporary construction access, temporary erosion control, etc.
- C. Right of way plans include title sheet, typical sections, right of way taking table sheet, plan and profile sheets, and cross sections of the trail.
- D. Areas of new right of way, permanent easements and/or temporary easements required from each individual property owner may be shown in tabular form on the respective sheets.

- E. The LOCAL AGENCY will prepare right of way appraisals and secure the necessary right of way by negotiation or condemnation, if necessary, for construction of this project.
- F. Prepare easement exhibits and legal descriptions for up to four (4) taking areas, per County standard.
- G. The 70% right of way plans shall be submitted to the LOCAL AGENCY for review and approval.
- H. Address LOCAL AGENCY comments and resubmit one time, if necessary.
- I. Submit plans to MoDOT LPA liaison, St. Louis County, utilities, and coordinate as needed.
- J. Quality control, project administration, and one status meeting.

3.5 **Final Design Plans** – this phase will develop a set of 100% plans, job special provisions, and engineers estimate (PS&E), including, but not necessarily limited to:

- A. Prepare storm water drainage and hydraulic studies and detailed drainage plans, for review and approval by the LOCAL AGENCY and MSD before inclusion in the final design plans
- B. Furnish design plans, which show approved right of way, drainage facilities, cross sections and trail design features, for coordination with the utility companies' existing facilities, and proposed plans of adjustments. GBA shall revise plans to adhere to all utility company standards and requirements, and make necessary utility plan revisions as become necessary during final plan design and approvals.
- C. Prepare final plans and details for any required specialty items: traffic signals, lighting, signing, striping/markings, retaining walls, pedestrian bridge foundations, curb ramp details, furnishings, if warranted. After preliminary approval of the specialty items, final plans shall be submitted to the LOCAL AGENCY for final review and approval.
- D. Structural engineering services for the pedestrian bridges will include foundation design for a prefabricated truss type bridge, with reactions to be provided by the manufacturer. It is assumed that no more than three pedestrian bridges will be required. For the purposes of this scope, individual pedestrian bridge design scope may be substituted for design of a raised, wooden plank boardwalk structure.
- E. Final plans will include a retaining wall plan and profile for each wall, with general wall details and notes included. Retaining walls, if required, are assumed to be modular block with the design to be performed by others. Any cast in place concrete or other walls requiring structural design will be considered additional services.
- F. Final plans will include a detailed traffic control staging plan with an outline for construction staging conforming to the requirements of the MUTCD. This plan will include details on construction access points, material and equipment staging areas, and stockpile locations.
- G. Prepare detailed temporary erosion control plans for inclusion in the final design plans and Stormwater Pollution Prevention Plan for inclusion in the project specifications.

- H. Final plans will include detailed planting plans, details and specifications addressing all planting areas and comments from preliminary plans.
- I. Prepare computations for all design plan quantities. All plan quantities shall be shown on a summary of quantities sheet.
- J. Prepare for review and approval by the LOCAL AGENCY all necessary Job Special Provisions (JSPs).
- K. Perform Working Day Study.
- L. A final design field check shall be held with GBA and the LOCAL AGENCY representatives prior to completing final design plan quantities. GBA shall make any necessary revisions to the final plans as determined by this design field check.
- M. The 100% final plans, JSPs and engineer's estimate of construction costs shall be submitted to the LOCAL AGENCY for review and approval.
- N. Address LOCAL AGENCY comments and resubmit up to two times, if necessary.
- O. Submit plans to MoDOT LPA liaison, St. Louis County, utilities, and coordinate as needed.
- P. The LOCAL AGENCY shall prepare front-end bid documents.
- Q. Quality control, project administration, and two status meetings.

TASK 4 – FEDERAL, STATE, AND LOCAL PERMITS:

Engineer will correspond with those agencies responsible for issuing any permits, approval, or clearances, whether environmental or otherwise, that might be required. These agencies may include, but are not limited to, MoDOT, Metropolitan Sewer District of St. Louis (MSD), St. Louis County, the U.S. Army Corps of Engineers, and MoDNR. It is understood that if the project should require wetland mitigation or an in-depth environmental or archaeological study, it may be added to the contract by addendum. The initial investigation shall include, but not be limited to, securing the following permits, clearances, or other environmental tasks necessary for construction:

- 4.1 Submit MoDOT Request for Environmental Review (RER) through MoDOT's online system.
- 4.2 Agency coordination – US Fish & Wildlife Service (FWS), Missouri Department of Conservation (MDC), State Historic Preservation Office (SHPO), MSD
- 4.3 Section 106 of the National Historic Preservation Act of 1996.
- 4.4 Preliminary Jurisdictional Waters of the U.S. Delineation.
- 4.5 Corps of Engineers Section 404/401 Nationwide Permit.
- 4.6 Coordination with Corps starting as early as conceptual design.
- 4.7 Prepare Stormwater Pollution Prevention Plan (SWPPP), as necessary for NDPES Land Disturbance permit, to be included in project bid documents. Contractor will be responsible for obtaining NDPES Land Disturbance permit. LOCAL AGENCY will be responsible for submittal and fees to the Missouri Department of Natural Resources (MDNR).

TASK 5 – LIMITED BIDDING PERIOD SERVICES:

- 4.1 GBA shall be available to the LOCAL AGENCY to discuss and interpret the plans and specifications during the bidding phase for up to a total of 12 man-hours.
- 4.2 Attend Pre-Bid Meeting, administered by the LOCAL AGENCY.

ARTICLE II – BASIC CONSTRUCTION ENGINEERING AND INSPECTION SERVICES

The ENGINEER shall provide professional construction engineering and inspection services for the Project, which shall include, but not be limited to, the following basic services:

TASK 1 – CONSTRUCTION ADMINISTRATION AND INSPECTION:

- 1.1 Assist with MoDOT coordination and LPA paperwork.
- 1.2 Work with contractor on behalf of the LOCAL AGENCY.
- 1.3 Attend preconstruction conference.
- 1.4 Full-time inspection of construction activities will include:
 - A. Perform daily site inspections.
 - B. Be present for critical construction operations.
 - C. Provide daily reporting for work performed and quantity tracking according to MoDOT LPA Guidelines for Construction Administration.
 - D. Acceptance or rejection of work being performed according to scope of work in the plans, specifications and governing construction standards.
- 1.5 Prepare change orders.
- 1.6 Inspect and test construction materials according to MoDOT LPA Guidelines for Construction Administration.
- 1.7 Review shop drawings.
- 1.8 Adjust bridge foundation plans for alternate bridge manufacturer if needed.
- 1.9 Participate in final walk-through.
- 1.10 Assist with project close-out documentation.

ASSUMPTIONS / ADDITIONAL DESIGN SERVICES:

- 1. Construction staking for the contractor and/or utility companies are not included in the base scope of work.
- 2. The project is anticipated to qualify for an MoDOT Programmatic Categorical Exclusion (CE). If necessary, GBA can prepare more detailed NEPA-related documents (e.g., letter CE, CE2, EA) as an Additional Service.

3. The project is anticipated to qualify for a Corps Section 404 Nationwide Permit (NWP). If necessary, GBA can prepare and submit an Section 404 Individual Permit application as an Additional Service.
4. If necessary, GBA can perform detailed endangered species and archaeological surveys as an Additional Service.
5. The LOCAL AGENCY will be responsible for submittal and fees to MDNR, along with any subsequent annual renewal fees.
6. Wetland Mitigation is not anticipated or included in the base scope. Mitigation credits may be necessary for disturbance within the Conservation Easement, per Corps requirements.
7. Floodplain development permits and no-rise certification are not anticipated, but can be added as additional services.
8. Design of raised boardwalk systems are not specifically included in the base scope, but may be substituted for pedestrian bridge design on an individual basis.
9. Subsurface utility exploration is not included in the base scope.
10. Structural retaining wall design is not included in the base scope.

City of Chesterfield, Missouri
Riparian Trail
Design Fee for Engineering Services

CLASSIFICATION	PRI	SRA	ASC	LEAD	SRE	AES1	AES2	AES3	SRT	TEC1	PLS	2MN	GPS	CLI	TOTAL	EXPENSES	TOTAL
BASIC DESIGN SERVICES																	
CONCEPTUAL PLANS																	
1 Project Kickoff Meeting and Scoping	1		2		4										7		\$1,264.00
2 Design criteria & memorandum			1		2										3		\$498.00
3 Basemap review			1		2										3		\$498.00
4 Data gathering from City, developer plans, etc.					4			4							8		\$1,028.00
5 Concept alternatives (up to 2 alt's for 3 trail segments)			3		12		12	48							75		\$8,640.00
6 Stripmap Development for each trail segment			1		3			12							16		\$1,877.00
7 Meet w/ City to discuss Alt's and develop preferred option			2		4										6		\$996.00
8 Field check			2		4			4							10		\$1,404.00
9 Title sheet					2			4							6		\$718.00
10 Typical sections					1			4							5		\$563.00
11 Vertical Alignment generation			2		2			8							12		\$1,502.00
12 Plan sheets			2		4		10	56							72		\$7,808.00
13 Cross sections			2		8			20							30		\$3,656.00
14 Drainage																	
15 Drainage Area Map					1	5									6		\$805.00
16 Drainage Design					1	5									6		\$805.00
17 Review of Drainage Plans					1	2									3		\$415.00
18 Geotechnical report coordination					2										2		\$310.00
19 Conceptual construction cost estimate					4			8							12		\$1,436.00
20 Conceptual Plan Submittal					2			2							4		\$514.00
21 Comment Response and Resubmittal					4			8							12		\$1,436.00
22 Coordination w/ Utilities, St. Louis County, MoDOT LPA			1		8			4							13		\$1,836.00
23 Public meeting (one only)			4		4			8							16		\$2,188.00
24 Quality control / project administration / monthly meetings	1		4		8									2	15		\$2,394.00
															0		\$0.00
TASK SUBTOTAL	2	0	27	0	87	12	22	190	0	0	0	0	0	0	342	\$0.00	\$42,591.00

City of Chesterfield, Missouri
Riparian Trail
Design Fee for Engineering Services

CLASSIFICATION	PRI	SRA	ASC	LEAD	SRE	AES1	AES2	AES3	SRT	TEC1	PLS	2MN	GPS	CLI	TOTAL	EXPENSES	TOTAL
PRELIMINARY PLANS																	
1 Title sheet					1			1							2		\$257.00
2 Typical sections					1			2							3		\$359.00
3 Plan sheets - labels, critical design features			2		4		8	40							54		\$5,956.00
4 Preliminary signal plan			1			14		8							23		\$2,824.00
5 Drainage																	
6 Drainage Design					2	4									6		\$830.00
7 Review of Drainage Plans					1	2									3		\$415.00
## MSD Review Coordination					2	6									8		\$1,090.00
## Type, Size, Location study for pedestrian bridge #1 (w/ hydro coordination)					6	2									8		\$1,190.00
## Type, Size, Location study for pedestrian bridge #2 (w/ hydro coordination)					6	2									8		\$1,190.00
## Type, Size, Location study for pedestrian bridge #3					4	2									6		\$880.00
## Cross Sections			2		4			12							18		\$2,220.00
## Preliminary right-of-way takings					4			4							8		\$1,028.00
## Preliminary construction cost estimate			1		4			8							13		\$1,624.00
## Preliminary Plan Submittal					2			2							4		\$514.00
## Comment Response and Resubmittal					4			8							12		\$1,436.00
## Coordination w/ Utilities, St. Louis County, MoDOT LPA			4		6			8							18		\$2,498.00
## Quality control / project administration / monthly meetings	1		4		8									2	15		\$2,394.00
TASK SUBTOTAL	1	0	14	0	59	32	8	93	0	0	0	0	0	2	209	\$0.00	\$26,705.00
FEDERAL, STATE & LOCAL PERMITS																	
1 Submit MoDOT RER				2		10									12		\$1,630.00
2 Agency coordination (FWS, MDC, SHPO Section 106)				4											4		\$660.00
3 Preliminary Jurisdictional Waters of US Delineation				20					8						28		\$4,340.00
4 Corps of Engineers Section 404/401 Nationwide Permit				18					2						20		\$3,230.00
5 Corps Coordination				8				4							12		\$1,728.00
6 NDPES Land Disturbance permit through MDNR / SWPPP				4		12									16		\$2,220.00
TASK SUBTOTAL	0	0	0	56	0	22	0	4	10	0	0	0	0	0	92	\$0.00	\$13,808.00
RIGHT OF WAY PLANS																	
1 Right of way and taking information shown on plan sheets w/ call labels			2					8							10		\$1,192.00
2 Right of way taking table								2							2		\$204.00
3 Right of way construction cost estimate			1		1			3							5		\$649.00
4 Right of way Plan Submittal					2			2							4		\$514.00
5 Comment Response and Resubmittal					2			4							6		\$718.00
6 Coordination w/ Utilities, St. Louis County, MoDOT LPA			2		4			4							10		\$1,404.00
7 Quality control / project administration / monthly meetings	1		2		4									2	9		\$1,398.00
TASK SUBTOTAL	1	0	7	0	13	0	0	23	0	0	0	0	0	2	46	\$0.00	\$6,079.00

City of Chesterfield, Missouri
Riparian Trail
Design Fee for Engineering Services

CLASSIFICATION	PRI	SRA	ASC	LEAD	SRE	AES1	AES2	AES3	SRT	TEC1	PLS	2MN	GPS	CLI	TOTAL	EXPENSES	TOTAL
FINAL PLANS																	
1 Title Sheet					1			2							3		\$359.00
2 Typical Sections					1			2							3		\$359.00
3 Plan Sheets - calls, notes, details, ADA details & calls			2		8			16							26		\$3,248.00
4 Final signal plans and quantities			1			8		12							21		\$2,452.00
5 Bridge Design #1 (w/ hydro coordination)					8	14				7					29		\$3,725.00
6 Bridge Design #2 (w/ hydro coordination)					8	14				7					29		\$3,725.00
7 Bridge Design #3					6	14				7					27		\$3,415.00
8 Signing, striping, trail appurtances plan			2		2			12							16		\$1,910.00
9 Retaining wall plan/profile and detail plan			2		2			16							20		\$2,318.00
10 Erosion Control plan			1		1			6							8		\$955.00
11 Construction Details / ADA Ramp Details			1		1			8							10		\$1,159.00
12 Geometric and project control sheets			0		1			4							5		\$563.00
13 Traffic Control Plan			1		1			4							6		\$751.00
14 Drainage - storm sewers																	
15 Drainage Details					2	4									6		\$830.00
16 Drainage Profiles					1	4									5		\$675.00
17 MSD Review Coordination					2	6									8		\$1,090.00
18 Final Quantities and Quantity Sheets			2		6			24							32		\$3,754.00
19 Cross Sections			2		2			8							12		\$1,502.00
20 Final construction cost estimate			1		2			2							5		\$702.00
21 Job Social Provisions			2		8										10		\$1,616.00
22 Working Day Study			1		2										3		\$498.00
23 Final Plan Submittal			1		2			2							5		\$702.00
24 Comment Response and Resubmittal					6			14							20		\$2,358.00
25 Coordination w/ Utilities, St. Louis County, MoDOT LPA			4		8			8							20		\$2,808.00
26 Quality control / project administration / monthly meetings	2		4		12									2	20		\$3,282.00
TASK SUBTOTAL	2	0	27	0	93	64	0	140	0	21	0	0	0	2	349	\$0.00	\$44,756.00
LIMITED BIDDING & CONSTRUCTION PERIOD SERVICES FOR DESIGN STAFF																	
1 Answer Bidder questions			2		10										12		\$1,926.00
2 Attend Pre-Bid Meeting			2		2										4		\$686.00
TASK SUBTOTAL	0	0	4	0	12	0	0	0	0	0	0	0	0	0	16	\$0.00	\$2,612.00
SUBCONSULTANTS																	
1 Surveying (plus mileage)															0	\$27,638.36	\$27,638.36
2 Title Reports (4 properties)															0	\$2,400.00	\$2,400.00
3 Water Quality Assessment															0	\$0.00	\$0.00
4 Landscaping by a certified L.A.															0	\$3,955.78	\$3,955.78
5 Peer Review of Trail Design															0	\$0.00	\$0.00
6 Geotechnical															0	\$12,290.00	\$12,290.00
TASK SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$46,284.14	\$46,284.14
DESIGN SERVICES TOTAL	6	0	79	56	264	130	30	450	10	21	0	0	0	8	1,054	46,284	\$182,835.14

City of Chesterfield, Missouri
Riparian Trail
Fee for Full-Time Construction Inspection Services

CLASSIFICATION	PRI	SRA	ASC	LEAD	SRE	AES1	AES2	AES3	SRT	CO3	PLS	2MN	GPS	CLI	TOTAL	EXPENSES	TOTAL
BASIC DESIGN SERVICES																	
FULL-TIME CONSTRUCTION INSPECTION																0	\$0.00
1 Full-time inspection and documentation										24						24	\$2,400.00
SWPPP Weekly Inspection			4	40						476						520	\$54,952.00
Site Construction Inspections	2			24						120						146	\$16,496.00
Reporting and coordination				2	2											4	\$640.00
2 Attend Pre-Construction Meeting				1	4	8										13	\$2,088.00
2 Contractor RFI			1	2	6											9	\$1,448.00
3 Shop Drawing Review					4	8										12	\$1,660.00
1 Bridge Shop Drawing Review and foundation adjustments					1	1										2	\$285.00
2 Bridge Contractor RFI																	
TASK SUBTOTAL	2	0	6	72	21	9	0	0	0	620	0	0	0	0	730	\$0.00	\$79,969.00
SUBCONSULTANTS																0	\$0.00
1 Geotechnical																0	\$7,827.40
2 Construction Materials Testing																	\$7,827.40
TASK SUBTOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	\$7,827.40	\$7,827.40
CONSTRUCTION SERVICES TOTAL	2	0	6	72	21	9	0	0	0	620	0	0	0	0	730	7,827	\$87,796.40

**FIRST AMENDMENT TO
AGREEMENT RE: CONTRIBUTION OF LAND TO THE CITY OF CHESTERFIELD,
MISSOURI
FOR ITS PARKS AND TRAILS SYSTEM**

FIRST AMENDMENT ("Amendment") made as of this ____ day of _____, 2017, by and between the CITY OF CHESTERFIELD, MISSOURI, a municipal corporation ("City"), and CHESTERFIELD VILLAGE INC., a Missouri corporation ("CVI"). Capitalized terms not defined herein shall have the meanings ascribed to them in the Agreement (as that term is defined below):

RECITALS

- A. City and CVI entered into that certain Agreement Re: Contribution of Land to the City of Chesterfield, Missouri for its Parks and Trail System dated August 2, 2010 ("Agreement"), whereby CVI agreed to contribute certain tracts of land to the City to become part of the City's parks and trails system, and for the City to connect Lydia Hill Drive to August Hill Drive;
- B. CVI completed and City accepted such contributions;
- C. City has since completed the connection of Lydia Hill Drive to August Hill Drive;
- D. CVI now desires to contribute to the City additional tracts of land and a bridge not included in the Agreement;
- E. CVI further desires to contribute the Sculpture (as that term is defined in Section 1) to the City; and
- F. The parties now wish to amend the Agreement.

AGREEMENT

NOW, THEREFORE, the Agreement is hereby amended as follows:

- 1. Definitions. As used in this Amendment, the following terms shall have the following meanings.
 - A. "Additional Park and Trail Properties" means the following tracts of land, each depicted on Exhibit A attached hereto and incorporated herein by reference:
 - i. Parcel C121 Lot 2, containing approximately 1.0 acres, as described in Exhibit A-3.
 - ii. Parcel C220A, containing approximately 8.3 acres, as described in Exhibit A-5.
 - iii. A portion of Parcel C252W, containing approximately 3.3 acres, as described in Exhibit A-6.

- iv. A portion of Parcel C254W, containing approximately 2.5 acres, as described in Exhibit A-7.
 - v. Parcel C148-C, containing approximately 0.5 acres, as described in Exhibit A-8.
 - vi. Parcel C254CS, containing approximately 1.4 acres, as described in Exhibit A-9.
- B. "Bridge Property" means that certain portion of Chesterfield Ridge Center Drive, including its existing bridge, containing approximately 0.7 acres and as described in Exhibit A-15 and depicted on Exhibit A.
- C. "Contributed Property" means the Additional Park and Trail Properties, the Bridge Property, and the Sculpture.
- D. "Sculpture" means the sculpture located on Parcel C121 Lot 2, known as The Awakening.
2. Amendments to the Agreement. Recital F of the Agreement is hereby amended by adding the Additional Park and Trail Properties to the definition of "Trail Property," "Park Sites," and "Park and Trail Properties."
3. Additional Properties to be Contributed.
- A. CVI shall at Closing (as defined below) convey the Contributed Property to the City.
 - B. Upon execution of this Amendment, CVI shall order a title insurance commitment from St. Louis Title, LLC (the "Title Company") covering the Additional Park and Trail Properties and the Bridge Property, which commitment(s) shall be sent to City and to CVI upon issuance. Within fifteen (15) days following the receipt of the commitment by City, City shall notify CVI in writing of any objections it has to the titles, and CVI shall have fifteen (15) days thereafter to remove or otherwise satisfy City as to the objections raised. City will take title to the Additional Park and Trail Properties and the Bridge Property subject to the Conservation Easement encumbering all or portions of the Additional Park and Trail Properties and the Bridge Property as shown on and described in that certain instrument recorded in Plat Book 352, Pages 93 through 95 of the St. Louis County Records (the "Conservation Easement"). If City's other objections are not satisfied within said fifteen (15) day period, City may refuse to accept all of the Additional Park and Trail Properties and the Bridge Property or any individual property, or waive its objections and accept all or any of the Additional Park and Trail Properties and the Bridge Property subject to the title exceptions, including the Conservation Easement ("Permitted Exceptions"). CVI will exercise commercially reasonable efforts (but shall not be obligated to expend any funds) to satisfy City's objections.
 - C. Title to the Additional Park and Trail Properties and the Bridge Property shall be marketable in fact, shall be conveyed by special warranty deed free of all liens and

encumbrances, and shall be insured in a mutually agreeable amount by the Title Company, at CVI's expense, subject only to existing utility easements, rights of way of record and Permitted Exceptions.

- D. Title to the Sculpture shall be conveyed to the City by a bill of sale in a form satisfactory to the parties.
4. Limitation on Sculpture Relocation. The contribution of the Sculpture shall be subject to the condition that the Sculpture shall not, at any time, be sold, transferred, exchanged, loaned, disposed of, or moved from Parcel C121 Lot 2. If the City sells, transfers, exchanges, loans, disposes of, or proposes to move the Sculpture from Parcel C121 Lot 2, then all of City's right, title and interest in and to the Sculpture and Parcel C121 Lot 2 will automatically revert to CVI. The terms and conditions of this Section will be incorporated in the bill of sale for the sculpture and deed for Parcel C121 Lot 2 and expressly survive Closing.
5. Conditions Precedent to Closing. Closing of the transactions described herein and the attendant rights and obligations of the parties hereto shall be conditioned upon the occurrence of each of the following events:
- A. CVI's execution of a special warranty deed(s) conveying the Additional Park and Trail Properties and the Bridge Property to City, and City's acceptance of the conveyance provided therein;
 - B. CVI's execution of a bill of sale conveying the Sculpture to City, and City's acceptance of the conveyance provided therein.
6. Closing. Closing ("Closing") of the transactions described in this Amendment by and between CVI and the City shall take place at the office of the Title Company at 10:00 a.m. on the thirtieth (30th) day following the date on which the City approves in writing the title insurance commitments ordered pursuant to Section 3.
7. Charitable Donation. The parties agree that an amount equal to the fair market value of the Contributed Property shall be characterized as a charitable contribution from CVI to City, and that CVI may, in its discretion, deduct the value of the Contributed Property on its income tax returns in accordance with federal statutes and regulations. In furtherance thereof, CVI shall, at its sole cost and expense, order an appraisal (the "Appraisal") from an appraiser (the "Appraiser") of CVI's choosing certified and/or licensed by the State of Missouri to determine the current fair market value of the Contributed Property (the "Appraised Value"), and upon receipt of a copy of the Appraisal, City shall provide CVI an acknowledgement (the "Donee Acknowledgement") on Form 8283 (Rev. December 2006) – Noncash Charitable Contributions of the Department of Treasury, Internal Revenue Service ("Form 8283"). City shall not be required to sign and deliver the Donee Acknowledgement unless (i) Form 8283 has been fully completed and signed by both CVI and the Appraiser, and (ii) City is reasonably satisfied that the Donee Acknowledgement is in compliance with federal statutes and regulations.

8. As-Is. City has or, prior to Closing, will conduct its own independent inspection of the Contributed Property. CVI disclaims and City acknowledges that no warranties or representations of any kind or character, either express or implied, have been or are being made by CVI or relied upon by City with respect to the maintenance, repair, condition, design or marketability of the Contributed Property, or any portion thereof, including, without limitation, (a) any implied or express warranty of fitness for a particular purpose, (b) the compliance of the Contributed Property with governmental regulations, and (c) any environmental matter, it being the express intention of CVI and City that the Contributed Property will be transferred to and accepted by City in its present condition and state of repair, "as is" and "where is", with all faults. City represents that it is relying solely on its own expertise and that of City's consultants in accepting the Contributed Property. Further, City, for City and City's successors and assigns, hereby releases CVI from and waives any and all claims and liabilities against CVI for, related to, or in connection with, any environmental or physical condition at the Contributed Property, including, but not limited to, claims and/or liabilities relating to (in any manner whatsoever) any hazardous substances (as defined in applicable federal, state and/or local statutes, laws, ordinances, rules and regulations) in, at, about or under the Contributed Property.
9. Acknowledgement of Waivers. City acknowledges and agrees that the waivers, releases and other provisions contained in this Section were a material factor in CVI's agreement to contribute the Contributed Property to City, and that CVI is unwilling to contribute the Contributed Property to City unless CVI is released as expressly set forth above. City, with City's counsel, has fully reviewed the disclaimers and waivers set forth in this Amendment, and understands their significance and effect thereof. The terms and conditions of this Section will expressly survive Closing.
10. Ratification. City and CVI hereby ratify and confirm the Agreement as modified hereby and affirm that the Agreement remains in full force and effect.
11. Conflicting Provisions. If there is any conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control.
12. Execution. This Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which taken together shall constitute one and the same agreement. For purposes of this Amendment, a facsimile or email signature shall be deemed an original signature.
13. Authority. CVI represents to the City that execution of this Amendment has been duly authorized by its board of directors, and City represents to CVI that execution of this Amendment has been duly authorized by an ordinance passed by the City Council of the City.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

CVI:

CHESTERFIELD VILLAGE INC., a Missouri corporation

By: _____
Ami E. Kutz, Vice President

Date: _____

CITY:

CITY OF CHESTERFIELD, MISSOURI, a municipal corporation

By: _____

Name: _____

Title: _____

Date: _____

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 2017, before me appeared Ami E. Kutz, to me personally known, who, being duly sworn did say that she is the Vice President of CHESTERFIELD VILLAGE INC., a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said Ami E. Kutz acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 2017, before me appeared _____, to me personally known, who, being duly sworn did say that she/he is the _____ of the CITY OF CHESTERFIELD in the State of Missouri, a municipal corporation, and that said instrument was signed in behalf of said City, by authority of its City Counsel; and said _____ acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission Expires:

EXHIBIT A

DEPICTION OF PROPERTIES

DRAFT

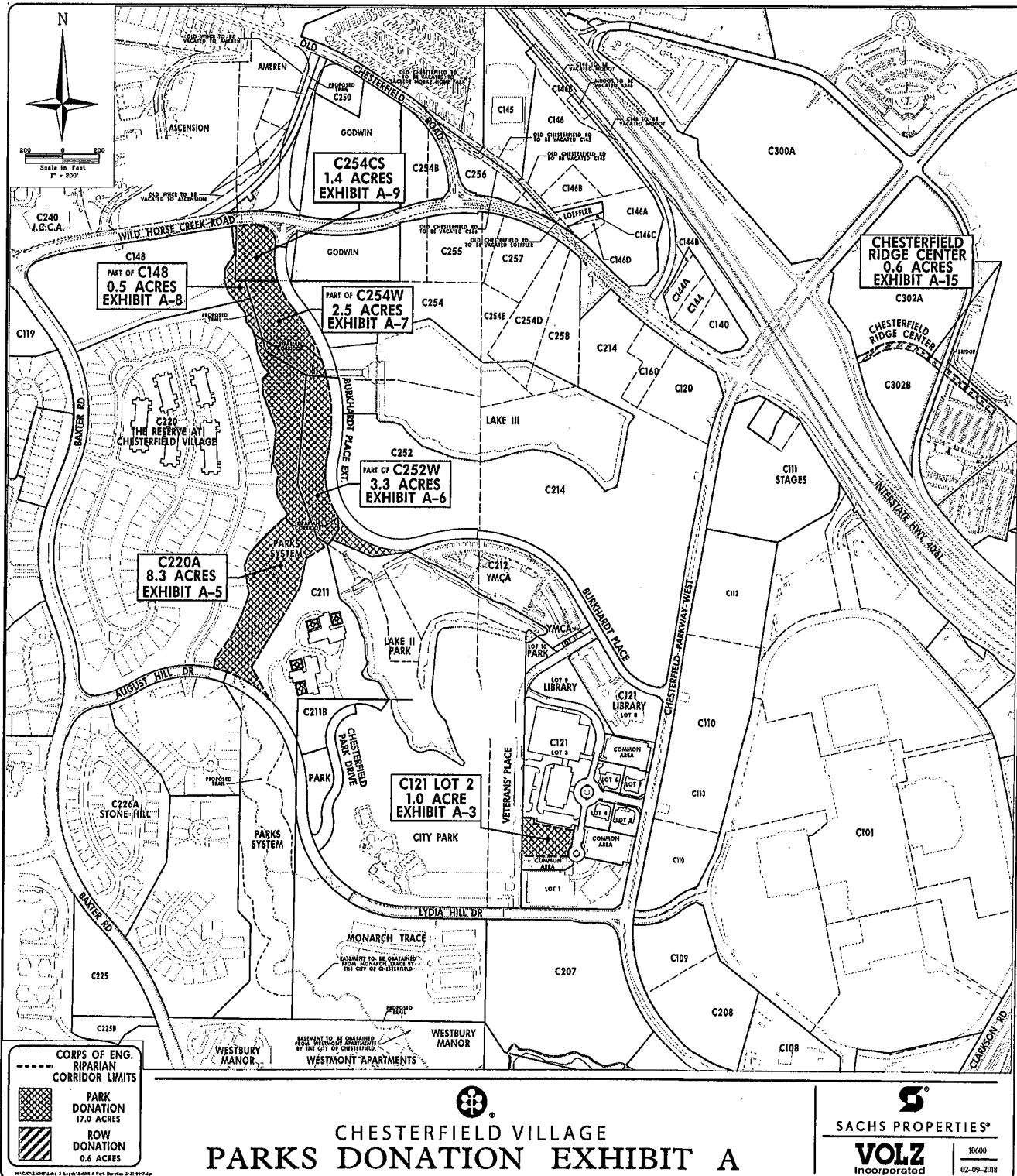


EXHIBIT A-3

PARCEL C121 LOT 2 LEGAL DESCRIPTION

DRAFT

EXHIBIT A-5

PARCEL C220A LEGAL DESCRIPTION

DRAFT

EXHIBIT A-6

PARCEL C252W LEGAL DESCRIPTION

DRAFT

EXHIBIT A-7

PARCEL C254W LEGAL DESCRIPTION

DRAFT

EXHIBIT A-8

PARCEL C148 LEGAL DESCRIPTION

DRAFT

EXHIBIT A-9

PARCEL C254CS LEGAL DESCRIPTION

DRAFT

EXHIBIT A-15

BRIDGE PROPERTY LEGAL DESCRIPTION

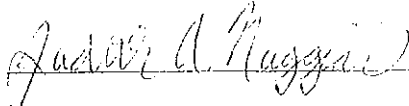
DRAFT



690 Chesterfield Pkwy W • Chesterfield MO 63017-0760
Phone: 636-537-4000 • Fax 636-537-4798 • www.chesterfield.mo.us

I, Judith A. Naggiar, City Clerk for the City of Chesterfield, do hereby certify that the document attached hereto is a full, true and correct copy of Ordinance No. 2607 adopted by City Council on May 17, 2010, at an official meeting of said City Council. I further certify that the signatures contained therein are genuine signatures of persons authorized to act on behalf of the City of Chesterfield.

In witness whereof, I have hereunto set my hand as City Clerk this 24th day of May, 2010.



Judith A. Naggiar, City Clerk

BILL NO. 2791

ORDINANCE NO. 2607

AN ORDINANCE APPROVING AN AGREEMENT TO ACCEPT THE DONATION OF LAND FOR THE RIPARIAN TRAIL AND PARKS, TO AUTHORIZE THE EXPENDITURE OF FUNDS TO BUILD A ROAD TO CONNECT LYDIA HILL DRIVE AND AUGUST HILL DRIVE AND TO PROVIDE DEVELOPMENT CREDITS FOR THE DONATED LAND

WHEREAS, the City of Chesterfield wishes to provide recreational trail and park facilities for the use of the residents, and is desirous of entering into an agreement, to accept the donation of land for the construction of the Riparian Trail and to add land to the City's Parks; and

WHEREAS, the City of Chesterfield desires to connect Lydia Hill Drive and August Hill Drive in order to improve the flow of traffic within the City of Chesterfield; and

WHEREAS, Proposition P Bond proceeds are available to pay for the City's costs to connect Lydia Hill Drive and August Hill Drive; and

WHEREAS, the City can modify certain definitions in its ordinances to provide development credits for the donated lands.

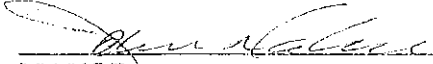
NOW THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF CHESTERFIELD, ST. LOUIS COUNTY, MISSOURI, AS FOLLOWS:

Section 1. The Mayor of the City of Chesterfield is hereby authorized to sign an Agreement Re: Contribution of Land to the City of Chesterfield, Missouri for its Parks and Trails System, in a form similar to that which is attached hereto and marked Exhibit 1 and undertake all other actions, including connecting Lydia Hill Drive and August Hill Drive, as are needed to fulfill the City's obligations under the agreement.

Section 2. City Staff is authorized to expend up to One Million Two Hundred Ninety-Two Thousand Dollars (\$ 1,292,000.00) from funds remaining within the Parks Construction Fund to pay for the City's cost to connect Lydia Hill Drive and August Hill Drive.

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

Passed and approved this 17th day of May, 2010.


MAYOR

ATTEST:


CITY CLERK

FIRST READING HELD: 4/17/10

**AGREEMENT RE: CONTRIBUTION OF LAND
TO THE CITY OF CHESTERFIELD, MISSOURI
FOR ITS PARKS AND TRAILS SYSTEM**

AGREEMENT made as of this ____ day of _____, 2010, by and between THE CITY OF CHESTERFIELD, MISSOURI, a municipal corporation ("City"), and CHESTERFIELD VILLAGE INC., a Missouri corporation ("CVI").

RECITALS:

A. CVI and its affiliates (collectively, "CVI") has and is continuing to develop a large mixed-use urban area known as Chesterfield Village located wholly within the limits of City. CVI currently owns properties identified on Exhibit B and may hereafter acquire properties (collectively, the "CVI Properties").

B. City's parks and trails system includes City's existing Central Park and Lake No. 2.

C. CVI desires to contribute properties identified herein to the City to become part of City's evolving parks and trails system (sometimes referred to herein as "Park Sites").

D. It is contemplated but not required that other properties will subsequently be contributed to the City's parks and trails system by CVI. Those other properties shall be contributed in accordance with the terms and conditions set forth in amendments to this Agreement.

E. CVI is prepared to contribute the following tract of land to the City for the purpose of building a road and necessary improvement abutting the road (the "Road Property"):

Parcel consisting of approximately 0.8 acre designated as the road connecting Lydia Hill Drive to August Hill Drive, as described in Exhibit A-1 and as shown on Exhibit A.

F. CVI is prepared to contribute the following tract of land to the City to become part of City's parks and trails system (collectively, the "Trail Property"):

- (i) Parcel C226B containing approximately 10.5 acres, as described in Exhibit A-2 and as shown on Exhibit A;
- (ii) Parcel C204 containing approximately 1.0 acres, as described in Exhibit A-3 and as shown on Exhibit A; and

- (iii) Parcel C207 containing approximately 0.9 acres, as described in Exhibit A-4 and as shown on Exhibit A.

The above-referenced Parcels are sometimes collectively referred to herein as the Park Sites or "Park and Trails Properties."

NOW, THEREFORE, it is agreed as follows:

1. The Recitals are incorporated herein by this reference.
2. Properties to Be Contributed Currently. CVI shall at Closing (as defined below) convey to the City the Trail Property and the Road Property.

A. Upon execution of this Agreement, CVI shall order a title insurance commitment from a title company mutually acceptable to City and CVI (the "Title Company") covering the Park and Trails Properties and the Road Property, which commitment(s) shall be sent to City and to CVI upon issuance. Within fifteen (15) days following the receipt of the commitment by City, City shall notify CVI in writing of any objections it has to the titles, and CVI shall have fifteen (15) days thereafter to remove or otherwise satisfy City as to the objections raised; provided, however, that City agrees to take title subject to the Conservation Easement encumbering all or portions of the Park and Trails Properties and the Road Property as shown on and described in that certain instrument recorded in Plat Book 352, Pages 93 through 95 of the St. Louis County Records (the "Conservation Easement"). If City's other objections are not satisfied within said 15 day period, City may refuse to accept all of the Park and Trails Properties and the Road Property or any individual property, or waive its objections, or accept all or any of the Park and Trails Properties and the Road Property subject to the title exceptions, including the Conservation Easement ("Permitted Exceptions"). CVI will exercise its commercially reasonable efforts to satisfy City's objections.

B. Title to the Park and Trails Properties and the Road Property shall be marketable in fact, shall be conveyed by special warranty deeds free of all liens and encumbrances, and shall be title insured by the Title Company, at CVI's expense, subject only to existing utility easements, rights of way of record, and Permitted Exceptions.

3. City's Obligations and Undertakings Relative to These and Future Contributions of Land by CVI to the City's Parks and Trails System and Construction of Roads.

A. City will, as the need arises, grant utility easements on and over Park Sites to or for the benefit of all properties abutting Park Sites contributed to City by CVI and to and for the benefit of properties in the vicinity of such Park Sites which require such utility easements. Such easements shall meet the requirements of the purpose for

which they are intended and shall further provide that any damage done to Park Sites during the installation, maintenance or replacement of the affected utility be repaired to its prior condition at no cost to City.

B. City acknowledges that Park Sites contributed by CVI to City create desirable open spaces which benefit City and its citizens and which enhance and add value to properties within the City. City will develop plans for the parks and trails and any such plans including the Park and Trail Properties shall be approved by CVI, which approval shall not be unreasonably denied or delayed. In consideration for such contributions by CVI, City will create three (3) development accounts for the benefit of CVI and its successors and assigns with respect to CVI Properties as follows:

(i) City will place the aggregate of the acres contained in all Park Sites contributed by CVI to City (including, for these purposes, 3.75 acres of Chesterfield Lake No. 2) in a space account ("Space Account"), the purpose of which is to provide credits to be used by CVI to comply with green or open space requirements, whichever is applicable, for commercial or mixed use developments or redevelopments of either on CVI Properties.

Currently, "Greenspace Percentage" is calculated for any proposed preliminary, site development, site development concept or site development section plan pursuant to Section 1003.020 (79.1) of the City's Zoning Ordinance. Acreage in the Space Account may be withdrawn at the petitioner's/developer's discretion and added to the numerator in Section 1003.020 (79.1) to effectively increase the greenspace percentage for any such plan in order to comply with the greenspace percentage requirement applicable to the proposed development reflected by such plan. Such increase shall be limited to fifty percent (50%) of the greenspace percentage requirement. This procedure shall apply to any calculation of greenspace percentage whether pursuant to Section 1003.020 (79.1) or any revised, successor or similar provision in the City's Zoning Ordinance.

Currently, "Openspace" is defined in the City's Tree Preservation and Landscape Requirements. Openspace percentage is calculated pursuant to this definition for any proposed preliminary, site development, site development concept or site development section plan. Acreage in the Space Account may be withdrawn at the petitioner's/developer's discretion and added to the numerator to effectively increase the openspace percentage for any such plan in order to comply with the openspace percentage requirement applicable to the proposed development reflected by such plan. Such increase shall be limited to fifty percent (50%) of the openspace percentage requirement. This procedure shall apply to any calculation of openspace percentage whether pursuant to the "Openspace" definition in the City's Tree Preservation and Landscape Requirements or any revised, successor or similar provision in the City's Zoning Ordinance.

Notwithstanding the foregoing limitation on increase in percentage, a petitioner/developer may, in addition, request and obtain from the Planning Commission a modification or elimination of the foregoing fifty percent (50%) limitation upon a showing of good planning and design with respect to a specific proposed development, and/or request a reduction in the greenspace or openspace requirement pursuant to applicable procedures in the City Code.

(ii) City will place the aggregate of the acres contained in all Park Sites contributed by CVI to City (including for these purposes, 3.75 acres of Chesterfield Lake No. 2) in a floor area ratio account ("F.A.R. Account"), the purpose of which is to provide credits to be used by CVI for commercial or mixed use developments or redevelopments of either on CVI Properties. Currently, "Floor area ratio" is defined in Section 1003.020 (72.1). A specific "floor area ratio" ("F.A.R.") may be required with respect to a proposed development. Acreage in the F.A.R. Account may be withdrawn at the petitioner's/developer's discretion and added to the total lot area in Section 1003.020 (72.1) to effectively decrease the F.A.R. for such proposed development as reflected by the preliminary, site development, site concept or site section plan in order to comply with the required F.A.R. This procedure shall apply to any calculation of F.A.R. whether pursuant to Section 1003.020 (72.1) or any revised, successor or similar provision in the City's Zoning Ordinance.

(iii) City will place seventy percent (70%) of any tree canopy contained in all Park Sites contributed by CVI to City in a canopy account ("Canopy Account"), the purpose of which is to provide credits to be used by CVI for any developments or redevelopments on CVI Properties. Currently, the Tree Preservation and Landscape Requirements require that a Tree Preservation Plan ("TPP") show that "A minimum 30% of any wooded area shall be maintained as protected wooded area . . ." ("protected area"). Tree canopy in the Canopy Account may be withdrawn at the petitioner's/developer's discretion to add to the protected area shown on the TPP in order to comply with the 30% protected area requirement. This procedure shall apply to any TPP whether pursuant to the codified Tree Preservation and Landscape Requirements or any revised, successor or similar provision in the City's Zoning Ordinance

C. Notwithstanding any ordinance of the City to the contrary, there shall be no setback requirements greater than ten (10) feet from any contributed Park Site required for any new developments by CVI on any property abutting any Park Site contributed by CVI to City for its parks and trails system.

D. Notwithstanding any ordinance of the City to the contrary, City will not require a special review process for any development on property abutting any Park Site contributed by CVI to City under this Agreement.

E. City will construct, at its cost, the road connecting Lydia Hill Road to August Hill Road ("Hill Road Extension") as shown on Exhibit A. To the extent necessary, City will, at its cost, (i) remove any part of the existing road which is necessary to construct the Hill Road Extension, and (ii) build the road in compliance with Exhibit A. Lydia Hill Road will afford means of ingress and egress to and from the City's parks and Parcels C211, C220 and C226.

F. As a condition to and in consideration for the undertakings of CVI under this Agreement, the City Council of City must pass an ordinance approving execution of this Agreement by City.

4. Insurance.

A. During construction of any work, if any, by CVI on the City's parks and trail systems (the "Work"), CVI will cause its contractors to carry, at no cost to City, Builders' Risk Insurance with limits of no less than \$3,000,000 per occurrence, naming City as additional insured. In addition, CVI will cause its contractors to carry workers' compensation insurance as required by law.

5. Representations. CVI represents to City that execution of this Agreement has been duly authorized by its board of directors, and City represents to CVI that this Agreement has been duly authorized by ordinances of the City Council of City.

6. Closing. Closing of the conveyance of properties by CVI to City under this Agreement shall take place at the office of the Title Company, at 10:00 a.m. on the thirtieth (30th) day following the date on which City approves in writing the surveys and title insurance commitments on the properties.

7. Notices. Any notice required or permitted to be given hereunder shall be deemed given (i) on the date when it is personally delivered; or (ii) on the date when it is sent by facsimile transmission with confirmation of receipt of transmission; or (iii) when deposited with the United States Postal Service, registered or certified mail, return receipt requested, postage prepaid, and addressed as follows:

If to CVI:	Chesterfield Village, Inc. c/o Sachs Properties, Inc. Attn: Kathleen Higgins, Vice President 400 Chesterfield Center, Suite 600 Chesterfield, Missouri 63017-4890 Telecopier or facsimile: (636) 537-0718 Email: khiggins@sachsproperties.com
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If to City:	City of Chesterfield, Missouri
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Attn: Michael Herring, City Administrator
690 Chesterfield Parkway West
Chesterfield, Missouri 63017-0760
Telecopier or facsimile: (636) 537-4798
Email: mherring@chesterfield.mo.us

or to such other address as contained in a notice to the other party.

8. Binding Effect. This Agreement shall be binding upon and shall inure to the benefit of City and of CVI and its successors and assigns. Provisions in this Agreement for the benefit of the CVI Properties abutting Park Sites shall follow the land.

9. Construction and Interpretation. This Agreement has been made and entered into in the County of St. Louis, State of Missouri, and shall be governed and construed by and in accordance with the laws of the State of Missouri without giving effect to conflict of laws principles.

10. Computation of Time. If the last day for the giving of notice or performance of any obligation or condition hereunder is a Saturday, Sunday or legal holiday in the State of Missouri, then such last day shall be extended to the next succeeding business day thereafter.

11. Paragraph Headings. The headings of the paragraphs in this Agreement are inserted solely for convenience of reference and are not intended to govern, limit, or aid the construction of any term or provision hereof.

12. Waiver. Except as otherwise provided herein, no claim of waiver, consent, or acquiescence with respect to any provision of this Agreement shall be made against any party hereto except on the basis of a written instrument executed by or on behalf of such party.

13. Further Actions. CVI and City agree to execute such further documents and take such further actions as may reasonably be required to carry out the provisions and intent of this Agreement or any agreement or document related hereto or entered into in connection herewith.

14. Counterparts. This Agreement may be signed in any number of counterparts and signature to any one counterpart shall be deemed signature to all counterparts, which when taken together shall constitute one contract.

15. Exhibits. All Exhibits attached hereto are incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates set forth below.

CVI:

Chesterfield Village Inc.

By: _____

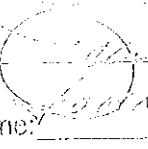
Name: _____

Title: _____

Date: _____

City:

City of Chesterfield, Missouri

By:  _____

Name: James A. Smith

Title: Mayor

Date: September 1, 2001

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this ____ day of _____, 2010, before me appeared _____, to me personally known, who, being duly sworn did say that she/he is the _____ of CHESTERFIELD VILLAGE INC., a corporation of the State of Missouri, and that said instrument was signed in behalf of said corporation, by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission Expires: _____

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 14th day of May, 2010, before me appeared Debra A. Adams, to me personally known, who, being duly sworn did say that she/he is the Mayor of the CITY OF CHESTERFIELD in the State of Missouri, a municipal corporation, and that said instrument was signed in behalf of said City, by authority of its City Counsel; and said Adams acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public

My Commission Expires: 11/10/11



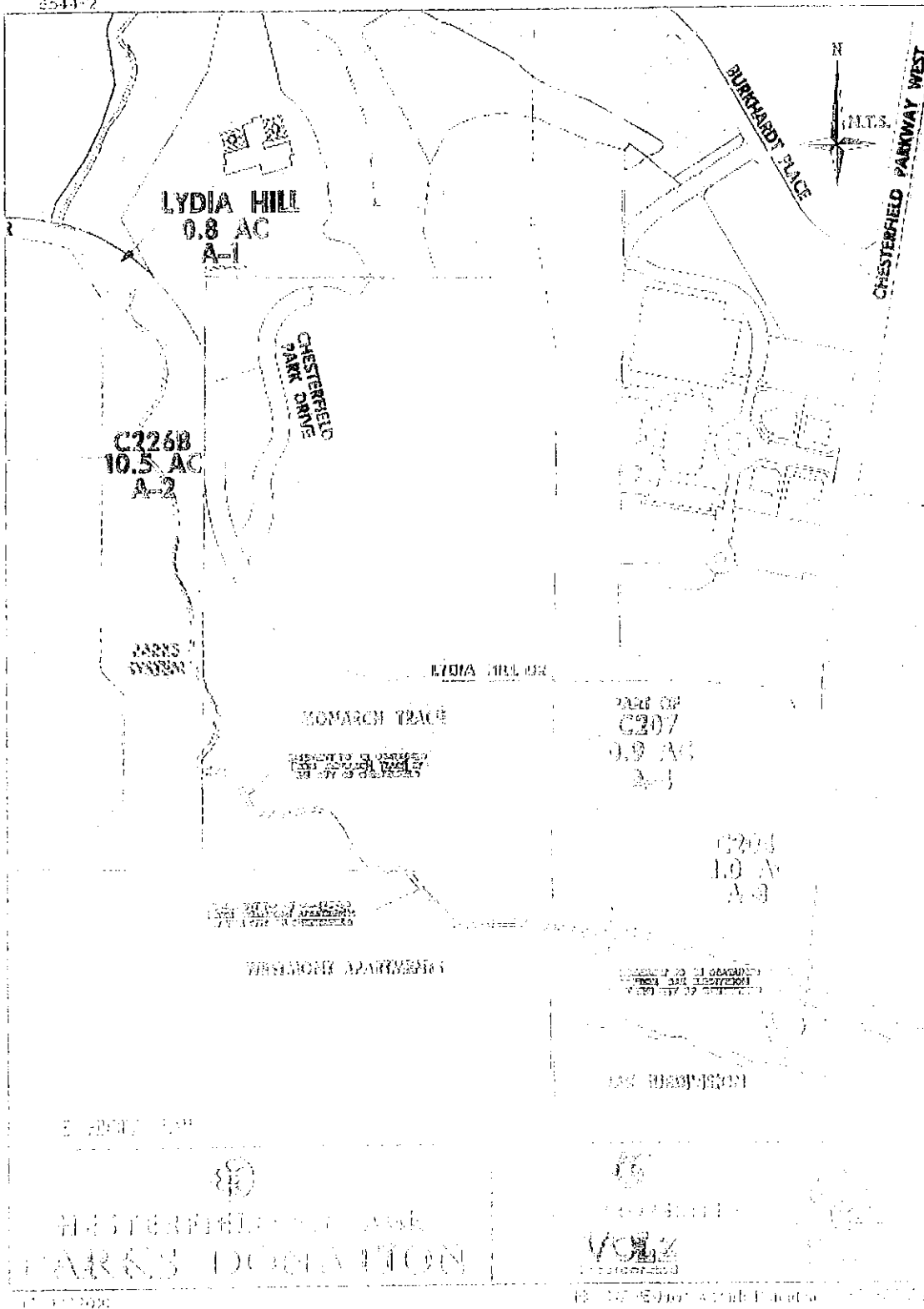


EXHIBIT
A

August 20, 2009

BET

Re: Lydia Hill Drive Extension
9516-0

A strip of land 60 feet wide being part of Tract C262 of the plat "C148, C220 & C226 Boundary Adjustment Plat" according to the plat as recorded in Plat Book 354 page 1044 of the St. Louis County Records, being in Part of Lot 7 of Thomas K. Humphrey's Estate, Part of Lots 1, 3 & 4 of the John Long Estate, in Fractional Section 9 and in U.S. Survey 415, Township 45 North -- Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the Northeastern corner of Lot 36C of "Stonehill Village C," according to the plat thereof recorded in Plat Book 347 page 511 of the St. Louis County Records, said point also being the Southeast corner of August Hill Drive, 60 feet wide, as shown on the plat of "August Hill Drive, Road Dedication and Easement Plat" according to the plat thereof recorded in Plat Book 344 pages 365-366 of the St. Louis County Records; thence North 19 degrees 23 minutes 58 seconds East 60.00 feet along a radial line to the Northeast corner of August Hill Drive, as shown on the aforementioned plat; thence along a curve to the right, whose radius point bears South 19 degrees 23 minutes 58 seconds West 605.00 feet from the last mentioned point, a distance of 265.66 feet to a point; thence along a curve to the right, whose radius point bears South 44 degrees 33 minutes 31 seconds West 699.40 feet from the last mentioned point, a distance of 271.37 feet to the West line of property described in deed to the City of Chesterfield as recorded in Book 11138 page 430 of the St. Louis County Records, being also the East line of Lydia Hill Drive, 60 feet wide, per plat recorded in Plat Book 345 pages 305 and 306 of the St. Louis County Records; thence along said line South 00 degrees 36 minutes 53 seconds West 279.05 feet to a point in the West line of the aforementioned Lydia Hill Drive; thence along a curve to the left, whose radius point bears North 89 degrees 52 minutes 18 seconds West 644.37 feet from the last mentioned point, a distance of 262.48 feet to a point; thence along a curve to the left, whose radius point bears South 66 degrees 47 minutes 24 seconds West 639.40 feet from the last mentioned point, a distance of 248.09 feet to a point; thence along a curve to the left, whose radius point bears South 44 degrees 33 minutes 31 seconds West 545.00 feet from the last mentioned point, a distance of 239.31 feet to the point of beginning and containing 0.8 Acres according to calculations by Volz Inc. during February 2009.

EXHIBIT
A-1

August 20, 2009

EJK

Re: C226B
(includes Riparian Corridor)
Parks Donation

A tract of land being part of Lot 7 of the Thomas K. Humphrey's Estate and Part of Lot 4 of the Subdivision of the West One Half of U.S. Survey 415, in U.S. Survey 415 and Section 9, Township 45 North – Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Beginning at the intersection of the South right-of-way line of August Hill Drive, 60 feet wide, as dedicated in Plat Book 344 pages 365 and 366 of the St. Louis County Records, with the East line of "Stonehill Village C," as recorded in Plat Book 347 pages 511 and 512 of the St. Louis County Records; thence leaving said East line of said "Stonehill Village C," along a curve to the right, whose radius point bears South 19 degrees 23 minutes 58 seconds West 545.00 feet from the last mentioned point, a distance of 239.31 feet to a point; thence along a curve to the right, whose radius point bears South 44 degrees 33 minutes 31 seconds West 639.40 feet from the last mentioned point, a distance of 248.09 feet to a point; thence along a curve to the right, whose radius point bears South 66 degrees 47 minutes 24 seconds West 644.37 feet from the last mentioned point, a distance of 268.28 feet to the East line of said Lot 7 of the Thomas K. Humphrey's Estates; thence South along said East line of the Thomas K. Humphrey's Estate, South 00 degrees 36 minutes 53 seconds West 1,184.78 feet to the South line of said Section 9; thence Westwardly along said South line of Section 9, North 89 degrees 10 minutes 59 seconds West 429.93 feet to the East line of "Stonehill Village A" a subdivision according to the plat thereof recorded in Plat Book 347 pages 515 and 516; thence Northwardly along said East line of "Stonehill Village A" and along the East line of said "Stonehill Village C" the following courses and distances: North 45 degrees 49 minutes 04 seconds East 281.87 feet, North 00 degrees 37 minutes 15 seconds East 300.00 feet, North 44 degrees 22 minutes 41 seconds West 99.00 feet, North 00 degrees 37 minutes 16 seconds East 1,050.75 feet and North 32 degrees 47 minutes 18 seconds West 179.90 feet to the point of beginning and containing 10.5 acres according to calculations by Volz Inc. during December 2007.

November 20, 2007

BET

Re: C204
Parks Donation

A tract of land being part of Parcel C-204 and part of Parcel C-203 conveyed to Chesterfield Village, Inc., by Deed recorded in Deed Book 7768, Page 1382, of the St. Louis County Records, situated in U.S. Survey 2002, Township 45 North, Range 4 East, in the City of Chesterfield, St. Louis County, Missouri, being more particularly described as follows:

Commencing at a point on the Western Right-Of-Way Line of Justus Post Road, 43 feet wide, at its intersection with a point on the Northeastern Line of "Oak Plat No. 1", a Subdivision according to the plat thereof recorded in Plat Book 172, Pages 30 through 33 of the St. Louis County Records; thence Northwesterly, along the Northeastern Line of said subdivision, North 53 degrees 13 minutes 00 seconds West 457.01 feet to the most Northern corner thereof and being the Point Of Beginning of the tract of land herein described; thence Southwesterly, along the Northwestern Line of said Oak Plat No 1, South 36 degrees 47 minutes 00 seconds West 62.00 feet to a point; thence Northwesterly, along the Northern Line of "Oak Plat No. 4", a Subdivision according to the Plat thereof recorded in Plat Book 187, Page 100, of the St. Louis County Records, North 82 degrees 13 minutes 00 seconds West 20.63 feet to a point; thence Northwesterly, along the Southern Line of property conveyed to Chesterfield Village Association by Deed recorded in Deed Book 8920, Page 2321, of the St. Louis County Records, North 53 degrees 13 minutes 00 seconds West 156.07 feet to a point; thence North 19 degrees 19 minutes 31 seconds West 120.93 feet to a point; thence North 36 degrees 47 minutes 00 seconds East 73.00 feet to a point; thence South 66 degrees 57 minutes 42 seconds East 195.62 feet to a point; thence South 86 degrees 17 minutes 01 second East 64.30 feet to a point; thence South 53 degrees 13 minutes 00 seconds East 49.16 feet to a point; thence Southwesterly, departing the Southern Line of said property conveyed to Chesterfield Village Association, South 45 degrees 00 minutes 00 seconds West 36.47 feet to a point on curve; thence Northwesterly, along a curve to the left having a radius of 86.00 feet, an arc distance of 8.45 feet (North 86 degrees 17 minutes 12 seconds West 8.45 feet on its chord) to a point of compound curvature; thence Southwesterly, along a curve to the left having a radius of 56.00 feet, an arc distance of 87.77 feet (South 46 degrees 00 minutes 00 seconds West 79.06 feet on its chord) to a point of reverse curvature; thence Southwesterly, along a curve to the right having a radius of 34.00 feet, an arc distance of 21.17 feet (South 18 degrees 56 minutes 32 seconds West 20.83 feet on its chord) to a point of tangency; thence South 36 degrees 47 minutes 00 seconds West 11.43 feet to the point of beginning, containing 1.0 acres, more or less, according to a survey made by Volz Inc., during the month of May, 2006.

EXHIBIT
A-3

October 1, 2009

BET

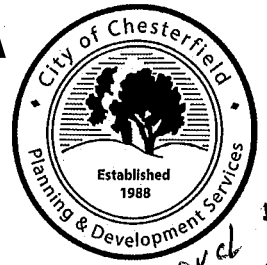
Re: C-207

A tract of land being in Parcel C-207, as shown on the plat of "Lake Post Commons Recreation Facility Easement Plat" as recorded in Plat Book 333 pages 568 – 569 of the St. Louis County Records, being in U.S. Survey 2002, Township 45 North – Range 4 East, City of Chesterfield, St. Louis County, Missouri and being more particularly described as follows:

Commencing at the Northeastern corner of said Parcel C-207 where the aforementioned corner intersects the Southwestern line of Chesterfield Village Parkway, 73 feet wide, at the Northwestern corner of the Lake Post Commons Recreational Facility as shown on the "Boundary Adjustment Plat of Lake Post Commons Recreational Facility" and tracts of land in U.S. Survey 2002, Township 45 North – Range 4 East, per the recorded plat recorded in Plat Book 196 page 77 of the St. Louis County Records; thence along the Eastern line of Parcel C-207, South 38 degrees 22 minutes 25 seconds West 231.91 feet to the point of beginning of tract herein described; thence continuing along the aforementioned line, South 38 degrees 22 minutes 25 seconds West 97.32 feet to a point; thence North 77 degrees 36 minutes 45 seconds West 592.15 feet to a point; thence along a curve to the right, whose radius point bears North 84 degrees 47 minutes 24 seconds East 25.00 feet from the last mentioned point, a distance of 15.92 feet to a point; thence North 31 degrees 16 minutes 48 seconds East 30.03 feet to a point; thence along a curve to the right, whose radius point bears South 58 degrees 43 minutes 12 seconds East 15.00 feet from the last mentioned point, a distance of 27.68 feet to a point; thence South 43 degrees 00 minutes 36 seconds East 18.00 feet to a point; thence along a curve to the left, whose radius point bears North 46 degrees 59 minutes 24 seconds East 25.00 feet from the last mentioned point, a distance of 20.19 feet to a point; thence South 89 degrees 17 minutes 55 seconds East 24.68 feet to a point; thence along a curve to the right, whose radius point bears South 00 degrees 42 minutes 05 seconds West 180.00 feet from the last mentioned point, a distance of 61.83 feet to a point; thence South 69 degrees 37 minutes 01 second East 29.17 feet to a point; thence along a curve to the left, whose radius point bears North 20 degrees 22 minutes 59 seconds East 170.00 feet from the last mentioned point, a distance of 54.37 feet to a point; thence South 87 degrees 56 minutes 26 seconds East 17.96 feet to a point; thence along a curve to the left, whose radius point bears North 02 degrees 03 minutes 34 seconds East 95.00 feet from the last mentioned point, a distance of 29.51 feet to a point; thence North 74 degrees 15 minutes 17 seconds East 35.84 feet to a point; thence North 70 degrees 21 minutes 01 second East 21.06 feet to a point; thence along a curve to the right, whose radius point bears South 19 degrees 38 minutes 59 seconds East 55.00 feet from the last mentioned point, a distance of 46.23 feet to a point; thence South 61 degrees 29 minutes 22 seconds East 12.43 feet to a point; thence along a curve to the left, whose radius point bears North 28 degrees 30 minutes 38 seconds East 45.00 feet from the last mentioned point, a distance of 19.12 feet to a point; thence South 85 degrees 50 minutes 23 seconds East 3.78 feet to a point; thence along a curve to the right, whose radius point bears South 04 degrees 09 minutes 37 seconds West 55.00 feet from the last mentioned point, a distance of 34.70 feet to a point; thence South 49 degrees 41 minutes 35 seconds East 13.89 feet to a point; thence along a curve to the left, whose radius point bears North 40 degrees 18 minutes 25 seconds East 70.00 feet from the last mentioned point, a distance of 18.66 feet to a point; thence South 64 degrees 57 minutes 56 seconds East 32.49 feet to a point; thence along a curve to the left, whose radius point bears North 25 degrees 02 minutes 04 seconds East 55.00 feet from the last mentioned point, a distance of 38.28 feet to a point; thence North 75 degrees 09 minutes 21 seconds East 52.21 feet to a point; thence along a curve to the right, whose radius point bears South 14 degrees 50 minutes 39 seconds East 50.00 feet from the last mentioned point, a distance of 39.59 feet to a point; thence South 59 degrees 28 minutes 51 seconds East 8.81 feet to the point of beginning, said tract containing 0.9 acres according to calculations by Volz Inc. during the month of October 2009.

EXHIBIT

A-4



Memorandum

Department of Planning & Development Services

To: Michael O. Geisel, City Administrator
From: Justin Wyse, Director of Planning and Development Services
Date: February 28, 2018
RE: Comprehensive Plan and Travel Demand Model Update

JW
 Please forward to
 PPLW for discussion
 & recommendation
 MCL
 3/1/18

BACKGROUND

For several years, City Council, Planning Commission, Legal Counsel, and Staff have all expressed a desire to review and update the City's Comprehensive Plan. The City's website describes the Comprehensive Plan as follows: *"The City of Chesterfield Comprehensive Plan is the official statement of the City of Chesterfield that sets forth goals, policies and guidelines for physical, social and economic development within the City. The Plan serves as a guide for zoning, addressing both short and long term planning concerns."*

There were minor amendments and updates completed on the plan in 2009; however, the last major update to the plan was completed in 2005. Despite the rapid growth we have experienced for both residential and commercial development in the last 10-15 years and the inclusion of new parks, trails and improvements to the road network throughout several key areas, the Comprehensive Plan has not been **thoroughly** reviewed and / or updated in over 10 years. As a result, each plan policy and chapter of the City's Comprehensive Plan is potentially outdated.

Further, over the last several years, we have seen the Comprehensive Plan itself challenged by both residents and property owners. The Comprehensive Plan is intended to convey the land use expectations such that land owners can make reasonable development-related decisions. As time has passed, land owners and citizens have identified perceived conflicts. As development progresses, the remaining undeveloped or under-developed land is under increased pressure and it is critical that the community take a fresh look at the existing land use plan. Owners and citizens alike have had cause to review the existing plan and have alleged it is out of date and does not reflect the current sentiments of the community. The legitimacy and validity of the plan itself relies upon an ongoing and effective community engagement process.

Accordingly, I am recommending that City Council consider funding a comprehensive review of the City's Comprehensive Plan. Such a process would involve a substantial public engagement process, policy development and review, retention of outside consultants\experts, and participation by residents, businesses, elected officials, Planning Commissioners, and City Staff. Review of the Comprehensive Plan should be completed concurrently and integrated with a review and calibration of the City-wide transportation model. There will most certainly be an iterative process of determining development character, density, and the related infrastructure necessary to support same. The complete review of the Comprehensive Plan will help to define the community vision and guide orderly growth, while promoting existing services and public amenities within the City.

The current plan and model have served the City well and provided a critical tool in proactively identifying future network failures for investment. However, like all plans, their relevance lies in their ability to reflect the current reality, and I believe now is an opportune time to update the plan and the model.

COMPREHENSIVE PLAN

RSMo 89 grants municipalities the authority to create a planning commission to create, amend, and carry out a plan for the city. As permitted in RSMo 89.340, “the commission shall make and adopt a city plan for the physical development of the municipality.” The City of Chesterfield Comprehensive Plan is the official statement of the City of Chesterfield that sets forth goals, policies, and guidelines for physical, social, and economic development within the City.

As stated previously, the City has seen continued growth and is beginning to experience redevelopment pressures alongside this existing growth. Nearly \$400 million in construction costs were approved in 2017 alone within the City. While the investment bodes well for the long-term viability for owners within the City, the official policy for the physical development of the City is beginning to age.

Recently, the City has seen several instances of public input into the development process that question both the implementation and the interpretation of the Comprehensive Plan. This reinforces the need for an update to the plan to address these issues and attempt to create a more clear vision for the future of Chesterfield. City Code includes specific elements that must be included in the Comprehensive Plan, and the Revised Statutes of Missouri lay the basis of items to be included in a City Plan. Paramount to the success of the plan update, community input and involvement is a focus within the process where elected officials, appointed officials, residents, and business owners throughout the City will have an opportunity to participate in shaping the plan.

Staff also believes that, in addition to generally updating the plan, several specific areas need to be addressed. The current plan designates and creates a conceptual vision for the Urban Core. Staff believes that updating this area and providing additional clarity on the vision is critically important. Along with this process, the boundaries of the Urban Core should be scrutinized, as well as any recommended changes presented through the process.

Development continues and redevelopment opportunities are likely in the near future within the Chesterfield Valley. The plan will need to address shifts in the retail economy and the emergence of more entertainment-based uses.

The areas above are simply examples of areas where Staff believes significant updates to the plan may be warranted; however, any changes need to be done in the context of the overall plan update where the stakeholders are actively invited into the process. I fully expect that additional areas will be included, and that these will emerge through the public involvement portion of the process. A current and updated Comprehensive Plan provides the city with a publicly and legally defensible basis for land use, subdivision, and land development, other controls, and public policies recommended by or evolving from the planning effort.

Staff has prepared the attached Request for Qualifications to solicit information from qualified consultants. Once a qualified consultant is selected, Staff would negotiate a contract for the update to the Comprehensive Plan to bring to City Council for consideration.

TRAVEL DEMAND MODEL

Legislation enabling planning in the State of Missouri specifically calls out that in creating a plan for the physical development and uses of land, the Planning Commission may include the “general location, character and extent of streets and other public ways.” In order to closely align land use and transportation planning, the City has historically embedded the transportation element, a required element of the Comprehensive Plan dictated by City Code, into the Comprehensive Plan process. While this adds complexity to the process, the end result has been very positive in providing a clear vision for the future of the transportation network when evaluating private developments and when coordinating with other local agencies (MoDOT and St. Louis County Department of Transportation) to promote a transportation network that supports the vision of the City of Chesterfield.

The City created its first travel demand model which resulted in the 2003 City-Wide Transportation Study. This study identified areas of future concern as development continued in accord with the land use element of the Comprehensive Plan. Specific recommendations for each of the areas of concern were created to provide a framework for evaluating public projects and improvements associated with private development. For example, the study was critical in identifying capacity improvements along Swingley Ridge Road as part of the development of RGA. Through this process, necessary right-of-way was preserved and roadway improvement obligations of the developer were allocated to the areas where modeling indicated the most benefit.

The model was updated in 2007, which included a conversion to a new software. This process built on the prior process that relies on scenario-based modeling and roadway improvements. However, as a major update to the plan was not completed, this update simply updated inputs into the model (include existing network improvements and land use inputs) to create a new baseline for evaluation that accurately reflected existing conditions and provided a better resource in evaluating public expenditures.

Services to update the model are classified as professional services under RSMo 8.285 – 8.291 and under City Code. Since 2002, the City of Chesterfield has retained George Butler and Associates (GBA) as our transportation consultant. GBA created the original model for the City and worked on the most recent conversion into VISUM. Additionally, GBA has modeled various scenarios over the years at the request of the City. Because GBA possesses a history and provides unique qualifications, I believe the City should enter into a contract with GBA for the update of the travel demand model using VISUM and to coordinate the process with the Comprehensive Planning process. The existing relationship, and the fact that GBA clearly has the technical qualifications, will reduce potential increases to project costs that would likely be necessary for other consultants to become familiar with the product. It is also critically important to understand that the traffic demand model is both a science and an art. Over time, Staff has worked with GBA to refine, correct, calibrate, and adjust

the model. This effort and experience would be lost if another consultant were used and there would certainly be errors introduced into the model development.

PROCESS

The process to update the Comprehensive Plan and Travel Demand Model is estimated to be 18 – 24 months in duration, and the two products will be cohesive and coordinated in their final product. For example, anticipated build-out of the future land use plan will be utilized in creation of a model scenario to determine the impact of full development of the City on the City's roadway network. This will result in improvement recommendations and / or consideration in modifications to the future land use map and policies of the Comprehensive Plan.

BUDGET IMPLICATIONS

The projects above, if approved, will be managed as two projects by Staff with an integrated final product. The projects are not included in the 2018 budget, but were discussed during the budget process that a separate request for funding would be presented to City Council. As discussed during the 2018 budget preparation, the anticipated cost of the two projects is estimated to be \$300,000 and would be funded through General Fund – Fund Reserves over the 40% reserves policy.

The total project cost for the Comprehensive Plan and Travel Demand Model will not be known until final scopes are developed and a contract is brought back to City Council for approval. Staff believes that the original estimate of \$300,000 that was presented during the 2018 budget process is still reasonable and can accommodate both projects. It is estimated that approximately \$125,000 will be necessary to update the Travel Demand Model and approximately \$175,000 for the Comprehensive Plan. In order to fund the projects, a transfer of \$300,000 from General Fund – Fund Reserves is necessary.

RECOMMENDATION

I recommend that the request to update the Comprehensive Plan and Travel Demand Model be forwarded to the Planning and Public Works Committee for consideration of a budget amendment to fund the effort to update the Comprehensive Plan and Travel Demand Model.

If the Council decides to move forward with the request, Staff will begin coordination with the Planning Commission to begin the process of updating the plan. It should be noted that both State Statute and City Code delegate the creation and amendment of the Comprehensive Plan to the Planning Commission.



Introduction & Background

The City of Chesterfield incorporated in 1988 and is approximately 32 square miles in size. Located just 25 miles west of downtown St. Louis, the City of Chesterfield is a thriving community where residential, commercial, office, and industrial growth continues. The City of Chesterfield is home to the Spirit of St. Louis Airport which opened in the early 1960's, two top-rated public school districts, an athletic complex, robust park system, and amphitheater. The City of Chesterfield is also home to a number of major companies, including Reinsurance Group of America, Monsanto, Pfizer, and Bunge North America, along with a host of national retailers and industry leaders.

According to the American Community Survey (ACS), Chesterfield is home to nearly 50,000 residents who have a median household income of approximately \$99,000. The City of Chesterfield median population age is 46.5 years with over 30% of the population over the age of 25 having obtained a graduate or professional degree.

Purpose

The City's first Comprehensive Land Use Plan was adopted in 1990 and the most recent update to select sections of the Comprehensive Land Use Plan was completed in 2009. Due to the amount of growth the City has enjoyed and continues to see, changes in industry trends, and a need to refocus the City's vision, the City of Chesterfield's Comprehensive Plan is in need of being updated.

Since the last major plan adoption in 2005, the City has seen significant activity and interest in the Chesterfield Village, including the redevelopment of existing buildings. There has also been an emergence of entertainment uses, which have begun to develop or express interest in locating in the City. Examples of these include Topgolf and iFly. These trends and emerging economies are coinciding with the point in the lifespan where buildings constructed 30+ years ago are ripe for redevelopment and/or re-use; a new Comprehensive Plan would ensure that the City is at the forefront of these changes. Finally, there have been a number of controversial projects throughout the City which have attracted hundreds of people to oppose developments where visions may have evolved or shifted and require a re-evaluation of the existing Plan.

Description

The City of Chesterfield is soliciting qualifications from individuals and/or firms for an updated Comprehensive Plan. While not all inclusive, some key elements shall include a heavy focus on public participation and creating a community-led vision, a review of the City's Urban Core, an evaluation of the current Land Use Plan to reflect recent development trends, and a focused vision for key sub-areas and/or corridors.

Community Input

From the early days leading to incorporation, the City of Chesterfield has a strong legacy of citizen participation in the decision-making process. The participation of citizens, developers, land owners, business owners, appointed and elected officials, and other stakeholders throughout the community is both a point of pride for the city and is paramount to the success of the Plan update; therefore the City will place a strong emphasis in the selection process in choosing a consultant that has strong facilitation skills with respect to the open house and public meeting process. The selected consultant will be responsible for organizing and either leading or co-leading public meetings with City staff. The chosen consultant will also be expected to assist the City staff with developing and implementing community engagement tools that foster public outreach and citizen participation, which should include a variety of mediums such as social media, mailings, flyers, etc. to ensure that broad citizen participation forms the foundation of the Comprehensive Plan.

Land Use Plan

As a forward-looking city, Chesterfield strives to be effective and nimble in recognizing and responding to emerging trends, including the evolution of retail toward online sales, the emergence of flexible offices, and an influx in senior housing and apartment living. These

development trends and others should drive an evaluation of the current Land Use Plan to ensure that the city is well positioned to support stable, cohesive, high-quality development into the future. Additionally, the Land Use Plan must recognize and value the importance of residential neighborhoods, achieving a balance that protects the high quality of life enjoyed by Chesterfield's citizens.

Key Areas & Corridors

In addition to an overall evaluation of the current land use plan, the City has a number of key areas and corridors of growth and redevelopment which require a focused vision and guide. This includes the Urban Core, Chesterfield Valley, Old Chesterfield Road Historic District, and key corridors such as I-64/US-40, Clarkson Rd/Olive Blvd, and Chesterfield Airport Road.

Urban Core

Prior to the City's incorporation, Louis Sachs of Sachs Properties created a vision of a 1,500-acre area which is known as the Chesterfield Village. After the City's incorporation in 1988, the Chesterfield Village and surrounding area became known as the Urban Core, which is now a major component of Chesterfield's identity and is intended to be the visual focus of the City. In recent years, the City has seen a surge of interest in development and redevelopment within the Urban Core; however, a number of controversial projects in the past year have brought to light a need to gather consensus and create a more focused vision of what this area is and should be. The selected consultant will be responsible for gathering community input and vision and using this to create a focused guide for the future development of the area. This should include land uses, character, and transitions for the area.

Chesterfield Valley

The Chesterfield Valley is widely remembered for the Great Flood of 1993, which was among the most costly and devastating to ever occur in the United States. The City of Chesterfield alone experienced a flood of roughly 4,500 acres in Chesterfield Valley, which was known at that time as Gumbo Flats. Shortly thereafter, major improvements were made to the levee so that it could sustain a 500-year flood event.

Following the flood, a tremendous amount of investment transformed Gumbo Flats into modern day Chesterfield Valley, which is home to a number of major offices, retail areas, and industrial developments, including the Spirit of St. Louis Airport and associated airpark. In light of the paradigm shift in retail trends over the last decade, the clear emergence of a new entertainment industry in the area, and growing market pressures, the Comprehensive Plan update should

establish specific criteria for growth and development in these areas and determine how they work or interact together in the Valley.

Old Chesterfield Road Historic District

The City of Chesterfield has grown from fields and floods into a City of almost 50,000 people. The City has worked hard over the decades since incorporation to preserve many of the various characters and neighborhoods of the City, including what is now known as the Old Chesterfield Road or Burkhardt Subdivision. The Record Plat, created in 1918, subdivides the area into a series of roughly 150 x 50 foot wide small lots; this traditional lot size is the foundation for the charming historical character of this area, with small-lot bungalows and human-scale design. This area has long been seen as the City's historic district and the plan update should develop policies that are in keeping with the historic nature of the area. The selected consultant should consider community input to develop a Plan update which addresses the needs of this area to determine and guide its future.

Transportation Corridors

Positioned between St. Charles County and the metropolitan St. Louis region, the City of Chesterfield has a number of thoroughfares that are utilized by those who are commuting in and through the city. Additionally, many of the city's key attractions, including Chesterfield Mall and Chesterfield Valley, are located along these corridors. Many of these commuters and visitors form their impression of the city from this limited view from the major thoroughfares and corridors, and the selected consultant will be expected to take a critical look at the City's key corridors, including, but not limited to, I-64/US 40, the Chesterfield Parkway, Chesterfield Airport Road, and Clarkson Rd/Olive Blvd to ensure that these thoroughfares continue to be an efficient and attractive means of transportation, and that development along these areas reflects the high-quality character of Chesterfield.

Travel Demand Model

While a separate process is underway to update the City's travel demand model, the selected consultant will be required to coordinate with the City's traffic consultant on the Transportation element of the Comprehensive Plan and to ensure seamless integration of the land use and transportation elements.

The City of Chesterfield utilizes VISUM for its travel demand model. It allows the City to review proposed enhancements to the transportation network, to analyze various improvements, and provides critical data to support decisions with regard to the network.

GIS Data

Relevant GIS data and digital map documents used in the creation of maps and other supporting documentation in the Plan update shall be provided to the City at the end of the project. GIS data formats and standards shall be created in consultation with the City of Chesterfield's GIS team to ensure that data can be used later in City operations.

Existing Plans

The Plan Update should coordinate with other approved plans of the City of Chesterfield to ensure that all plans in the City are mutually supportive and consistent with one another.

Comprehensive Plan (2009)

The first City of Chesterfield Comprehensive Plan was completed and adopted in February of 1990. Subsequently, a dozen updates have taken place between 1991 and today. The most recent Comprehensive Plan update was in 2009 in which a Comprehensive Plan Committee and residents selected sections of the Plan to update, including the Plan Policies element, the Land Use element, the Land Use Plan, the Transportation element, and the Chesterfield Valley Policies element.

Chesterfield Valley Stormwater Master Plan

While the City of Chesterfield is within the Metropolitan Sewer District's stormwater management area, the City created and manages the Chesterfield Valley Stormwater Master Plan which serves to manage flood risks and ensures that as properties within the Chesterfield Valley develop, there is a system in place with the capacity to handle stormwater efficiently.

Chesterfield Bikeable Walkable Community Plan

The Bikeable Walkable plan was approved in 2010 and was created in conjunction with Trailnet in partnership with James Pona & Associates, LLC and Southwestern Illinois Resource Conservation & Development. It is intended to provide the City of Chesterfield with a plan to ensure that bicyclists and pedestrians of all ages and abilities can safely and conveniently travel throughout the City.

Parks, Recreation & Arts Comprehensive Master Plan

The Parks, Recreation & Arts Comprehensive Master Plan was initially developed in 1999 to create a current inventory of existing parkland and to develop conceptual plans for existing park sites, as well as plan for future park acquisitions and/or partnerships. This Plan is currently in the

process of being updated and the selected consultant will need to ensure that all guidelines and policies related to these amenities are aligned with those in the updated Parks, Recreation, and Arts Comprehensive Master Plan.

Submittal Instructions

Submittals should be no more than 20 pages. Those submittals which are less than 20 pages will not be penalized. Six (6) hard copies and one (1) digital copy of the submittal must be received no later than **5:00 p.m. May 1, 2018**.

Submittals must be submitted to:

Justin Wyse, AICP, Director of Planning & Development Services
City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

Submittal Requirements

1. Name of firm principal.
2. Outside consultants and associates usually retained.
3. Short resumes for professional individuals who will be working on the project.
4. Description of how the firm's typical Comprehensive Plan process is conducted.
5. Data-gathering methods.
6. Typical time frame for a Comprehensive Plan and ability of firm to meet time schedules.
7. Examples of completed projects on which the firm was the lead consultant and budgeted/completion cost of each.
8. The type and amount of assistance to be given by the Department involved.

It is required that your firm's Statement of Qualification (RSMo 8.285 through 8.291) and an Affidavit of Compliance with the federal work authorization program, and a copy of your firm's E-Verify Memorandum of Understanding (15 CSR 60-15.020) be submitted with your firm's Letter of Interest. These documents will not be included in the total page count.

Evaluation

Specialized experience in the type of work required.	(20 points)
Recent experience showing on-budget delivery.	(20 points)
Community relations including evidence of sensitivity to citizen concerns.	(20 points)
Qualifications of individuals who would have direct involvement in this project.	(20 points)
Record of the firm in accomplishing work on other projects in the required time.	(10 points)
Geographic location of the principal officers of the firm.	(10 points)

100 points

Selection Process

All submittals will be reviewed by a Selection Committee. The top firms will subsequently be interviewed by said committee. Based upon the submittal and interview, the committee will recommend the firm they judge to be most responsive, responsible, and qualified. The selected consultant will then enter the contract negotiation stage with the City. The City reserves the right to reject any and all submittals and the right in its sole discretion to accept the submittal it considers most favorable to the City's interest. Final recommendation shall be made to and approved by the City Council. It is anticipated that the final selection will occur in mid- to late July of 2018.

EXHIBIT A

SCOPE OF WORK TRAFFIC ENGINEERING SERVICES TRAVEL DEMAND MODEL UPDATE

This scope of work includes six tasks of work including Model Update / Data Collection; Model Calibration; Near-term and Long-term Model Scenarios; Capacity Analyses; and Improvement Recommendations. The first three tasks would be included in the base agreement while the last three could be added to the contract as additional services if it is determined that they are required based upon the completed initial tasks.

BASIC SERVICES

TASK 1: MODEL UPDATE / DATA COLLECTION

- A. The ENGINEER and the CITY shall meet and update land use information.
 - 1. The ENGINEER will work with the CITY to derive / compute required land use information from East - West Gateway data files and from City land use master plans.
 - 2. It is understood that the CITY will provide EXCEL worksheets that list the current (Existing), approved and anticipated development expect to be completed within five years (Near Term Development) and Master Plan land use information (Long Term Development) by current Traffic Analysis Zone (TAZ).
 - 3. The CITY will also provide GIS shape files of the TAZ configurations.
- B. The ENGINEER along with the CITY will meet with representatives from both St. Louis County and Missouri Department of Transportation (MoDOT) to discuss model update and request additional input regarding future land use as well as future transportation network improvements. Any available traffic counts and traffic signal phasing and timing information will also be requested.
- C. The ENGINEER will modify the model link-node system to reflect the current TAZ boundaries and configurations provided by the CITY.
 - 1. The CITY will provide the ENGINEER with the current cross sections and traffic control information including traffic signal phasing and timing information for each thoroughfare link and major intersection.
 - 2. The ENGINEER will also update the zone connectors in the link-node system
- D. The ENGINEER will update the existing City traffic count database:
 - 1. The ENGINEER and the CITY will identify locations where Peak Hour counts should be taken. PM Peak Hour turning movement counts will be recorded between 4:00 PM and 7:00 PM on a typical weekday at thirty-nine (39) intersections, as listed in **Exhibit A1**, and will be utilized for the model calibration. The traffic counts will be conducted by Miovision at each intersection, using video technology. Manual counts at additional locations can be recorded for an increased fee.

2. The ENGINEER will update external zone information, including through trip tables, using external station counts, information from East-West Gateway models, fratar analyses and traffic counts provided by St. Louis County and MoDOT. Refinement of the external zone information would be completed during the calibration process.
- E. The ENGINEER will update the Project Modeling Workbook, including the detailed project records of all pertinent information such as sources of data, assumptions used, and calculations.
- F. The ENGINEER will create reproducible maps with the following information:
1. Input link and node location information using a coordinate system based on GIS mapping to be provided by the City.
 2. Maps at scales desired by the City indicating street alignments, street names, and other parameters as desired.
- G The ENGINEER will coordinate future roadway improvement needs and recommendations with consultant selected to develop the Transportation Master Plan.

TASK 2: MODEL CALIBRATION

- A. The ENGINEER will complete VISUM computer runs, with incremental adjustments, until simulated traffic volumes replicate existing PM peak hour link and node counts within acceptable variation as stipulated by NCHRP 716.
- B. The ENGINEER will update and maintain project records and documentation of the calibration procedures to keep the Project Modeling Workbook current.
- C. The ENGINEER will review model calibration with the Model Review Committee (MRC). In addition to CITY staff, the MRC could include representatives from St. Louis County and MoDOT. After approval from the MRC, the ENGINEER will proceed to TASK 3.

TASK 3: NEAR-TERM AND LONG-TERM MODEL SCENARIOS

- A. The ENGINEER, along with input from the CITY, will develop future PM peak hour models including:
1. A near-term projection period based on existing approved and anticipated development plans and planned near-term infrastructure improvements (i.e. 5 years).
 2. A long-term projection period based on the existing City Master Plan and the newly developed Transportation Master Plan.
 3. A modified long-term projection based on an adjustment of the land use densities and/or modification of the City Master Plan.
 4. Model runs will be completed for each projection period and reviewed for reasonableness.
- B. The ENGINEER will create reproducible traffic projection maps for each of the projection periods.

ADDITIONAL SERVICES

TASK 4: CAPACITY ANALYSES

- A. The ENGINEER will complete a series of Highway Capacity Manual (HCM) computations to evaluate existing conditions at up to 20 critical operation locations identified by the model or as requested by the City.
- B. The ENGINEER will complete a series of Highway Capacity Manual (HCM) computations to evaluate future conditions at the previously analyzed 20 locations for each of the three previously define future year projections.
- C. The ENGINEER will summarize the levels of service and indicate improvement needs for the analyzed locations.

TASK 5: IMPROVEMENT RECOMMENDATIONS

- A. The ENGINEER will define traffic control and geometric improvement needs which should be implemented on a short term and long-term basis for up to 20 critical operation locations identified by the model or as requested by the City.
- B. Based on field reviews of the defined improvement needs at each study location, the ENGINEER will prepare estimates of the construction costs that should be budgeted for short term and long-term projects. These cost estimates will be based on unit cost per linear foot of lane addition, per traffic signal installation / modification, and other gross unit of measure which would be derived and submitted to the City Engineer for approval prior to use in the study results.
- C. The ENGINEER will prepare a prioritization of the improvement measures based on levels of service, benefit / cost, and system wide compatibility.
- D. The ENGINEER will prepare an update to the report which summarizes the improvement recommendations, the methods used in the analyses, and implementation priority.
- E. The ENGINEER will present the recommendations report to the City Planning Commission and City Council.

TASK 6: SOFTWARE TRAINING

- F. The ENGINEER will provide VISUM software training for City staff specific to the City's existing Travel Demand Model

DELIVERABLES

City shall receive three sets of the Traffic Model Update documents. GBA will also prepare an electronic copy of the document in PDF format for use by the city.

SCHEDULE

The field data collection portion of the project shall be completed within 45 calendar days after receipt of a notice to proceed. The preparation of model update will be completed within 120 days after receipt of Notice to Proceed. The schedule for Additional Service will be determine at the time the work is authorized.

COMPENSATION

Tasks 1, 2 and 3 shall be completed for a not to exceed amount of Eighty-One Thousand, Seven Hundred Fifty-Six Dollars (\$81,756.00). When requested, the Additional Services which included Tasks 4, 5 and 6, shall be completed for Forty-One Thousand, Five Hundred Forty-Six Dollars (\$41,546.00). Any serviced required by the City staff outside of the scope of services shall be at an hourly charge out rate plus expenses, as illustrated on the attached ***Attachment A***.

DRAFT

EXHIBIT A1

Calibration Nodes

1. Chesterfield Airport Road with Oliver Street Road
2. Chesterfield Airport Road with Spirit of St. Louis Blvd
3. Chesterfield Airport Road with Long Road
4. Chesterfield Airport Road with Boone's Crossing
5. EB I-64 Ramps with Boone's Crossing
6. WB I-64 Ramps with Boone's Crossing
7. Chesterfield Airport Road with Baxter Road
8. Chesterfield Parkway West with Wild Horse Creek Road
9. Chesterfield Parkway West with WB I-64 Ramps
10. Clarkson Road with Kehrs Mill Road
11. Clarkson Road with Wilson Avenue
12. Clarkson Road with Baxter Road
13. Clarkson Road with Chesterfield Parkway
14. Clarkson Road with EB I-64 Ramps
15. Oliver Blvd with WB I-64 Ramps
16. Olive Blvd with Chesterfield Parkway
17. Olive Blvd with Ladue Road
18. M-141 with Olive Blvd
19. M-141 with Ladue Road
20. M-141 with Conway Road
21. M-141 with WB I-64 Ramps
22. M-141 with EB I-64 Ramps
23. Clayton Road with NB M-141 Ramps
24. Clayton Road with SB M-141 Ramp
25. Clayton Road with Woods Mill Road
26. Clayton Road with Baxter Road
27. Chesterfield Parkway East with Conway Road
28. Chesterfield Parkway East with WB I-64 Ramp
29. Chesterfield Parkway East with EB I-64 Ramp
30. Wild Horse Creek Road with Long Road
31. Wild Horse Creek Road with Kehrs Mill Road
32. Wild Horse Creek Road with Wilson Road
33. Wild Horse Creek Road with Baxter Road
34. Boone's Crossing with North Outer Forty Road
35. Baxter Road with Edison Avenue
36. Long Road with Edison Avenue
37. Olive Boulevard with Woods Mill Road
38. Clayton Road with Schoetlier Road
39. Schoetlier Road with South Outer Forty Road

GEORGE BUTLER ASSOCIATES, INC.
8207 MELROSE DRIVE, SUITE 200
LENEXA, KANSAS 66214
(913) 492-0400

***DRAFT* ATTACHEMENT A - MANHOUR ESTIMATE**

Date: 3/2/2018
Client: Chesterfield, MO
Project: Traffic Model Update
Made by: MJA

TASK / SUBTASK	Firm Principal \$268.00	Associate \$188.00	Project AES \$130.00	Design AES \$110.00	Design Tech I \$95.00	Sr Admin Assist \$93.00	TOTAL LABOR COSTS	OTHER DIRECT COSTS		TOTAL FEE
								ITEM	COST	
TASK 1 - MODEL UPDATE										
A. Compile and Update Land Use Information including Meeting with City	1	16	20				\$5,876.00	Travel	\$500	\$6,376.00
B. Review Modeling Process and Expectations with MoDOT and St. Louis County		4	4				\$1,272.00			
C. Update the Link & Node system	1	4	40				\$6,220.00			\$6,220.00
D. Evaluate and Update Existing City Count Databases (39 locations)	1	4	20				\$3,620.00	Traffic Counts	\$13,800	\$17,420.00
E. Update Project Modeling Workbook	1	16	40	24			\$11,116.00			\$11,116.00
F. Create Reproducible Maps Using Graphic Parameters		2	16	4	4		\$3,276.00			\$3,276.00
G. Coordinate Model Update with Transportation Master Plan Development	2	40	40				\$13,256.00			\$13,256.00
SUBTOTAL	6	86	180	28	4	0				\$57,664.00
TASK 2 - MODEL CALIBRATION										
A. Complete VISUM Modeling Runs	1	12	40				\$7,724.00			\$7,724.00
B. Update and Maintain Project Records		4	8	8			\$2,672.00			\$2,672.00
C. Review VISUM Calibration with Model Review Committee (MRC)	4	8	8				\$3,616.00	Travel	\$500	\$4,116.00
SUBTOTAL	5	24	56	8	0	0				\$14,512.00
TASK 3 - NEAR-TERM AND LONG-TERM MODEL SCENARIOS										
A. Establish Projection Periods and Run Model	1	8	40				\$6,972.00			\$6,972.00
B. Create Reproducible Maps		2	8	4	4	4	\$2,608.00			\$2,608.00
SUBTOTAL	1	10	48	4	4	4				\$9,580.00
BASE PROJECT TOTAL HOURS :	12	120	284	40	8	4	\$68,228.00		\$14,800	\$ 81,756.00
TASK 4 - CAPACITY ANALYSES										
A. Evaluate Existing Conditions	1	4	40				\$6,220.00			\$6,220.00
B. Evaluate Future Conditions	1	8	60				\$9,572.00			\$9,572.00
C. Summarize Levels of Service	1	8	20	20			\$6,572.00			\$6,572.00
SUBTOTAL	3	20	120	20	0	0				\$22,364.00
TASK 5 - IMPROVEMENT RECOMMENDATIONS										
A. Define Improvement Measures	1	8	8				\$2,812.00			\$2,812.00
B. Prepare Improvement Cost Estimates	1	8	24				\$4,892.00			\$4,892.00
C. Prioritize Improvement Needs	1	4	8				\$2,060.00			\$2,060.00
D. Update Improvement Recommendations Report	1	8	16				\$3,852.00	Printing	\$150	\$4,002.00
E. Present Report to City Planning Commision and City Council		8	8				\$2,544.00	Travel	\$500	\$3,044.00
SUBTOTAL	4	36	64	0	0	0				\$16,810.00
TASK 6 - SOFTWARE TRAINING										
A. Provide VISUM Training to City Staff						4	\$372.00		\$2,000	\$2,372.00
SUBTOTAL	0	0	0	0	0	4				\$2,372.00
ADDITIONAL SERVICES TOTAL HOURS :	7	56	184	20	0	4	\$38,896.00		\$2,650	\$ 41,546.00
TOTAL HOURS :	19	176	468	60	8	8				
TOTAL FEE :	\$5,092.00	\$33,088.00	\$60,840.00	\$6,600.00	\$760.00	\$744.00	\$ 107,124.00	\$ -	\$17,450	\$ 123,302.00

C:\Users\rcolson\Documents\Chesterfield Ints\Exhibit A1.dwg Layout: Exhibit A1 -- Monday December 11, 2017, 9:47am -- Copyright 2017, George Buller Associates, Inc. -- Architect 00212, Professional Engineer 000133, Landscape Architect 000025, Professional Land Surveyor 000039

EXHIBIT A1
Calibration Nodes

- 1. Chesterfield Airport Road with Oliver Street Road
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- 33. Wild Horse Creek Road with Baxter Road
- 34. Boone's Crossing with North Outer Forty Road *
- 35. Baxter Road with Edison Avenue *
- 36. Long Road with Edison Avenue *
- 37. Olive Blvd with Woods Mill Road *
- 38. Clayton Road with Schoettler Road *
- 39. Schoettler Road with South Outer Forty Rd *

* Possible Count Locations



9801 Renner Boulevard
Lenexa, Kansas 66219
913.492.0400
www.gbateam.com

DATE:	
DESIGN BY:	
DRAWN BY:	
PROJECT NO.:	
SHEET NO.	TOTAL SHEETS

XXXX XXXX XXXX
Professional Engineer
License No. XXXXXX

NO.	DATE	REVISIONS	BY	APPROVED

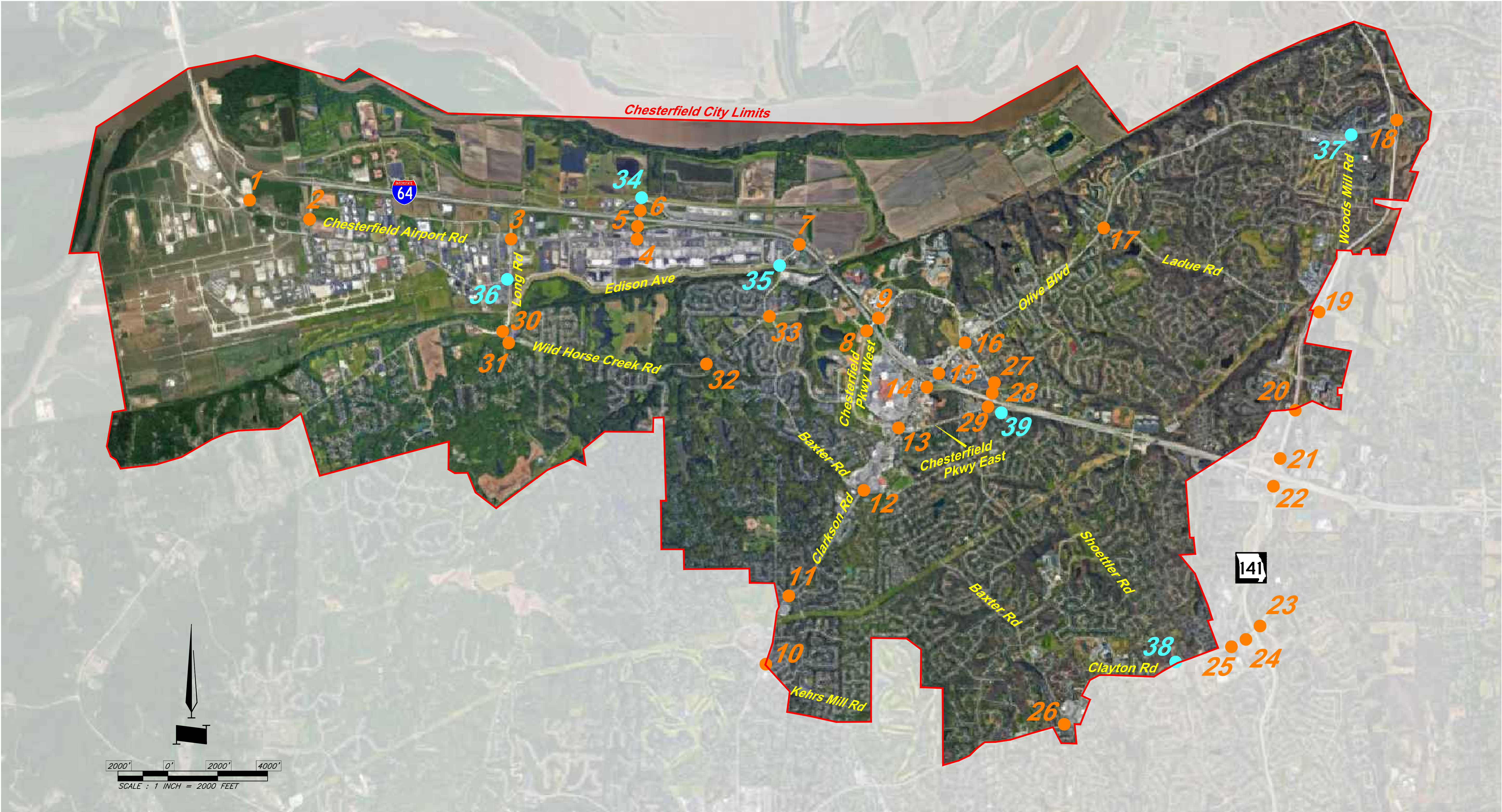


Exhibit A1 - Calibration Node Locations

FINANCE AND ADMINISTRATION COMMITTEE

The Finance and Administration Committee met on Monday, March 12, 2018. There are no action items for City Council coming forward from the Finance and Administration Committee for Monday's meeting.

The next meeting of the Finance and Administration Committee has not been scheduled.

If you have any questions or require additional information please contact Finance Director Chris DesPlanques or me prior to Monday's meeting.

PARKS, RECREATION AND ARTS COMMITTEE

The Parks, Recreation and Arts Committee met on Monday, March 12, 2018. The Committee forwarded a recommendation regarding the location of art on loan by the Creative Art Alliance as described below.

The Parks, Recreation and Arts Committee unanimously recommended approval of the recommendation from the Parks, Recreation and Arts Advisory Committee on the public art piece Saturday's Distraction at the Chesterfield Valley Athletic Complex to the full Council for their consideration and approval.

As always, if you have any questions or require additional information, please contact Tom McCarthy or me prior to Monday's meeting.

PUBLIC HEALTH AND SAFETY COMMITTEE

The Public Health and Safety Committee met on Monday, March 5th, 2018. There are no action items for City Council coming forward from the Public Health and Safety Committee for Monday's meeting.

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

CITY ADMINISTRATOR'S REPORT

Destruction of Records

(Voice Vote) The City Clerk recommends approval

As detailed in the memorandum from City Clerk, Vickie Hass, the Secretary of State provides a defined record retention schedule and City Policy F&A #7 provides additional guidance. I join with Ms. Hass in recommending that the City Council authorize the destruction of records as listed in her memorandum dated March 27th, 2018. This is an annual and routine process in full compliance with statutory requirements which require that the City Council acknowledge the destruction of official records.

Schoettler Road Design Services

(Roll Call Vote) Department of Public Works recommends approval

As more fully described by Director of Public Works\City Engineer Jim Eckrich, I join with him in recommending that the City Administrator be authorized to execute an Agreement with HR Green Incorporated for design and construction services necessary for the improvement of Schoettler Road in an amount not to exceed \$100,000.

2018 Sidewalk Replacement Project A

(Roll Call Vote) Department of Public Works recommends approval

As more fully described by Director of Public Works\City Engineer Jim Eckrich, I join with him in recommending that the project be awarded to the low bidder, Amcon Municipal Concrete, and that the City Administrator be authorized to enter into an Agreement with Amcon Municipal Concrete in the budgeted amount of \$300,000.

2018 Sidewalk Replacement Project B

(Roll Call Vote) Department of Public Works recommends approval

As more fully described by Director of Public Works\City Engineer Jim Eckrich, I join with him in recommending that the project be awarded to the low bidder, Aztec Construction Specialties, and that the City Administrator be authorized to enter into an Agreement with Aztec Construction Specialties in the budgeted amount of \$200,000.

Requested Budget Amendments

(Roll Call Vote) Department of Finance recommends approval

As more fully described by Director of Finance Chris DesPlanques, I join with him in recommending that City Council approve and authorize the budget amendments as detailed in his memorandum. This is an annual process to re-appropriate existing contractual obligations as we cross fiscal years understanding that we utilize modified accrual accounting.

If you have any questions prior to Monday's meeting, please contact Mr. Eckrich or me.



Please add to City Council packet
under City Administrator's report

DATE: March 6, 2018
TO: Michael O. Geisel, City Administrator
FROM: Vickie J. Hass, City Clerk *VJH*
SUBJECT: Destruction of Records

It is the recommended guideline of the Secretary of State that "the disposition of records should be recorded in a document such as the minutes of the City Council or other legally constituted authority that has permanent record status".

The following records have met or exceeded State retention requirements and no longer hold any significance for the City:

See attached Records Destruction List

Please add "Destruction of Records in Accordance with F&A Policy No. 7 and the Records Retention Schedule for the State of Missouri" to the March 19 City Council agenda.

Records Destruction List
City Clerk Department
April, 2018

Quantity	Date	Record Series Title
1 box	2012	City Council Meeting Packets
1 box	2013-2014	Public Records Requests #521-633 (Aug. 2013-Dec. 2014)
	2015	Solicitor Permit Applications for 2015

Records to be destroyed April, 2018.

Signature: Vickie J. Hass
Vickie J. Hass, City Clerk

Date: 3/6/18

Memorandum

Department of Public Works



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

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

DATE: February 27, 2018

RE: Schoettler Road Design Services

As you know, the 2018 Budget contains \$100,000 for design services required in order to construct improvements to the southern portion of Schoettler Road. These improvements will include the addition of a center turn lane, the construction of sidewalk at 2290 Schoettler Road, and the installation of a right turn lane for southbound Schoettler Road at Clayton Road.

The Department of Public Works issued a Request for Qualifications (RFQ) in December of 2017 for design and construction services required in order to improve Schoettler Road. After reviewing the submittals, it was determined that HR Green Incorporated was the firm most qualified to perform this work. A scope of services has been negotiated, with a fee of \$98,812 for design services and \$68,923 for construction services. The design services will include a field survey, geotechnical plans, preliminary plans, utility coordination, right of way documents, construction plans, and bidding documents. If approved, project design will begin immediately and the project can potentially be constructed in 2019.

Please note that as presented previously to the Planning and Public Works Committee, construction of this project will necessitate the acquisition of right of way from the property at 2290 Schoettler Road. Once preliminary plans have been completed, the necessary right of way documents will be generated, and Staff will commence negotiations with the affected property owners. \$120,000 has been budgeted for right of way acquisition for this project. These right of way funds are independent of the above-described design contract.

Action Recommended

This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to execute an Agreement with HR Green Incorporated for design and construction services necessary for the improvement of Schoettler Road. Once executed, City Staff will authorize design services in an amount not to exceed \$100,000. The remaining fee related to construction services will be withheld until bids are received and Council votes to move forward with this project.

MEMORANDUM



DATE: February 26, 2018
TO: James A. Eckrich, PE - Public Works Director/City Engineer
FROM: Chris Krueger, PE - Senior Civil Engineer 
RE: Schoettler Road Improvements
Engineering Services Contract 2018-PW-05

As you know, on July 20, 2017, the Planning and Public Works Committee approved funding for the 2018 budget, including improvements on Schoettler Road. In December of 2017, a Request for Qualifications (RFQ) was issued to seek the services of a consulting engineering firm to perform professional engineering services for the improvements of Schoettler Road from Clayton Road to Georgetown Road. The improvements include the installation of a center turn lane, a sidewalk at 2290 Schoettler Road, and a right turn lane for southbound Schoettler Road at Clayton Road.

The City invited seven local consulting firms to submit a Letter of Interest and Statement of Qualifications. The City received submittals from five consulting firms. The submittals were evaluated based on the criteria presented in the RFQ which included experience and competence, capacity and capability, and past record of performance. The top scoring firm was HR Green, Inc. and as such, they were selected as the most qualified firm to provide professional engineering services for this project.

Contract negotiations began with HR Green, Inc. in January of 2017 and after several review and revision cycles a scope of services and corresponding fee estimate of \$167,735.00 was determined. The scope of services includes a field survey, a geotechnical investigation, preliminary plans, utility/agency coordination, right of way documents, final project documents for bidding, and construction phase services. The anticipated schedule is design and right of way acquisition in 2018 and construction in summer of 2019.

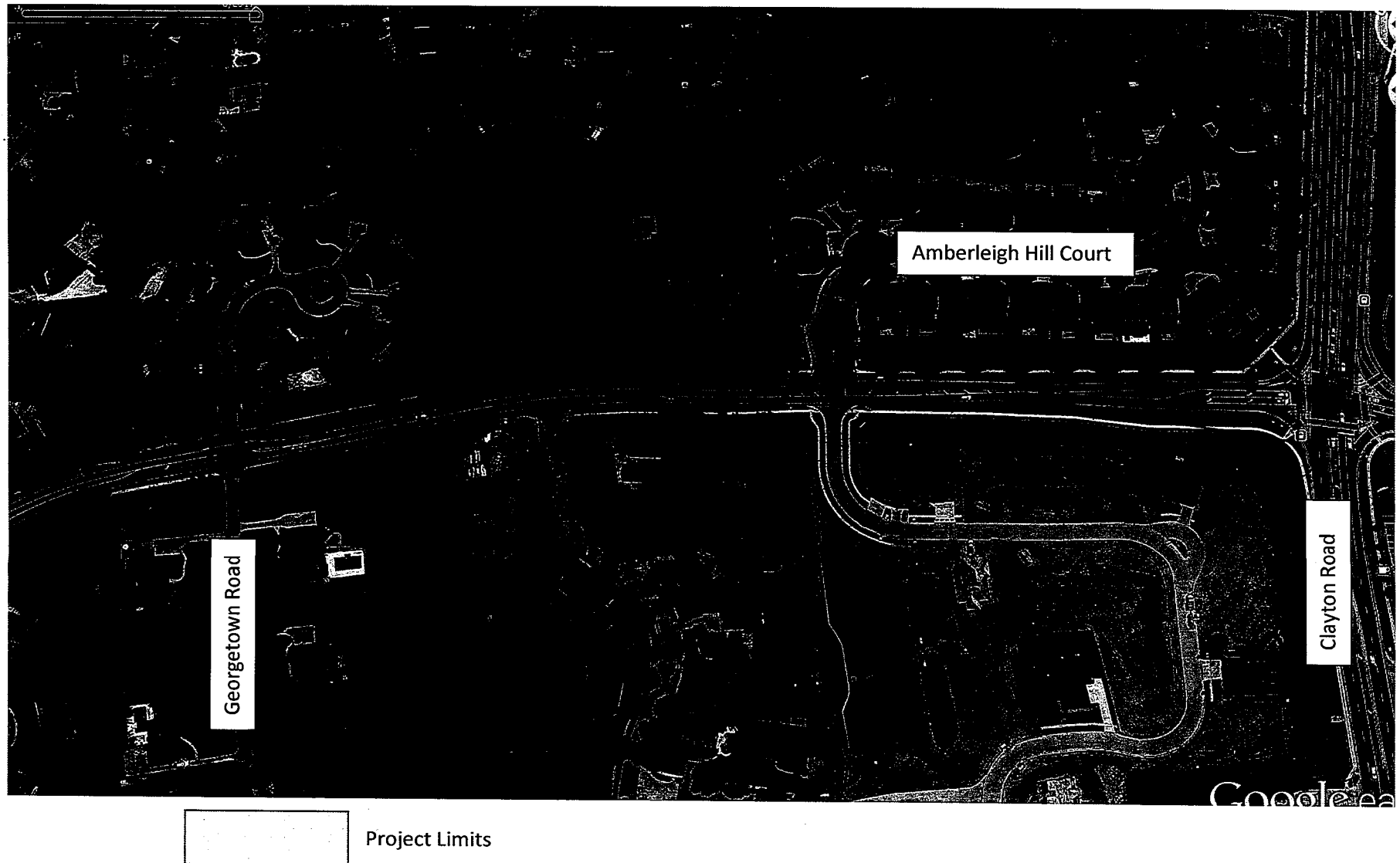
I recommend requesting authorization to execute the enclosed Engineering Services Contract with HR Green, Inc. to provide professional services for the Schoettler Road Improvement Project. If approved, City staff will authorize design services in an amount not to exceed \$100,000. The remaining fee is related to construction services, which will be withheld until bids are received and Council votes to move forward with the project.

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

Attachments: Schoettler Road Improvement Project Limits Map
Schoettler Road Improvements Project - Engineering Services Contract

cc: File 2018-PW-05

Schoettler Road Improvement Project 2018-PW-05



ENGINEERING SERVICES CONTRACT

This Contract (the "CONTRACT") is by and between the City of Chesterfield, hereinafter referred to as "CITY" and **HR Green, Inc.**, hereinafter referred to as "CONSULTANT".

The CITY has selected CONSULTANT to perform professional surveying services.

CITY and CONSULTANT hereby mutually agree as follows:

ARTICLE 1 - SCOPE OF SERVICES

The services covered by this CONTRACT shall include furnishing the professional, technical and other personnel necessary for **Project No: 2018-PW-05 Schoettler Road Improvements** hereinafter referred to as the "PROJECT". CONSULTANT agrees to perform all those services described in Exhibit A, attached hereto, and made a part hereof, in accordance with the terms and conditions stated, such services being hereinafter referred to as the "WORK". Services provided by CONSULTANT under this CONTRACT will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing at the same time and in the same or similar locality.

ARTICLE 2 – STANDARDS AND PERMITS

Design criteria and project planning will be in accordance with the standards of the CITY, St. Louis County Department of Highways and Traffic, and the Metropolitan St. Louis Sewer District (MSD). Permits for this PROJECT may be required from the MSD, Missouri Department of Natural Resources and possibly other agencies. The CONSULTANT shall be responsible for applying for all permits that are required for the PROJECT, with the exception of MSD for which the CONSULTANT shall only be responsible for obtaining plan approval. The CONSULTANT shall prepare all documents required to apply for the required permits and approvals, and shall represent the CITY at all meetings in which the various agencies request the CITY'S attendance. The CONSULTANT shall provide any additional information requested by the agencies, and shall revise the permit applications and/or plans, as required by the agencies, in order for the agencies to properly evaluate the permit applications.

ARTICLE 3 - FEES AND PAYMENT

1. For the services described in Exhibit A - Scope of Services, the CITY will pay and the CONSULTANT will accept as full compensation, actual costs of services and supplies based upon the rates provided in the Scope of Services, the total amount not to exceed: **One hundred sixty seven thousand seven hundred thirty five dollars and no cents (\$167,735.00).**

2. Progress payments for services rendered shall be made monthly upon submission of a detailed invoice, in form reasonably satisfactory to the City Representative (as defined in Article 16 below) for work performed during the previous month. The CITY will make progress payments not later than (30) thirty days after receipt of acceptable invoices with appropriate documentation.

ARTICLE 4 - SUBCONTRACTING

Except as listed on Exhibit A attached hereto, no part of the services to be performed by CONSULTANT hereunder shall be subcontracted without the prior written consent of the CITY. The subcontracting of the work shall in no way relieve the CONSULTANT of CONSULTANT'S primary responsibility for the quality and performance of the work. CONSULTANT shall require that any subcontractor, as provided for herein, is in full compliance with all laws, rules, regulations, ordinances, provisions of this CONTRACT, and, without limiting the generality of the foregoing, compliance with all federal laws applicable to contracts of this type.

ARTICLE 5 - RESPONSIBILITY OF CONSULTANT

The CONSULTANT shall be responsible for the professional quality, technical accuracy, and the coordination of designs, drawings, specifications, and other services furnished under this CONTRACT. The CONSULTANT shall, without additional compensation, correct or revise any errors or deficiencies in his designs, drawings, specifications and other services.

All plans, specifications and other documents shall be endorsed by the CONSULTANT and shall reflect the name and seal of the Professional Engineer endorsing the work.

The CONSULTANT shall defend suits or claims for infringement of any copyright or patent rights arising out of use or adoption of any design, drawings or specifications furnished by him, and shall indemnify the CITY or other agency of government from loss or damage on account thereof.

Neither the CITY'S review, approval, acceptance of, nor payment for, any of the services required under this CONTRACT shall be construed to operate as a waiver of any rights under this CONTRACT or any cause of action arising out of the performance of this CONTRACT, and the CONSULTANT shall be and remain liable to the CITY in accordance with applicable CITY codes and Ordinances and State and Federal laws for all damages to the CITY caused by the CONSULTANT'S negligent performance of any of the services furnished under this CONTRACT.

ARTICLE 6 - TIME OF COMPLETION

The services of the CONSULTANT shall commence upon receipt of a Notice to

Proceed from the CITY, which Notice shall be in writing, and the CONSULTANT shall within ten days proceed with the schedule as set forth in Exhibit A.

The times specified herein may be extended by written order of the City Representative in the event of unavoidable delay. The CONSULTANT may submit to City Representative timely requests for extension of time before plans are due, citing reasons why the delay involved is unavoidable.

ARTICLE 7 - INFORMATION BY THE CITY

The CITY will provide upon request available information of record to the CONSULTANT.

The CITY will provide representatives to attend meetings with interested property owners and public utilities, upon request of the CONSULTANT.

ARTICLE 8 - INSURANCE REQUIREMENTS

The CONSULTANT and its Subconsultants shall procure and maintain during the life of this CONTRACT insurance of the types and minimum amounts as follows:

1. General Liability: Commercial General Liability (Occurrence)

Each occurrence	\$1,000,000
Personal & Adv injury	\$1,000,000
General Aggregate (Project)	\$2,000,000
2. Automobile Liability: (Any Auto)

Combined Single Limit	\$1,000,000 each accident
-----------------------	---------------------------
3. Excess/Umbrella Liability \$2,000,000
4. Worker's Compensation and Employers Liability in full compliance with statutory requirements of Federal and State of Missouri law in the amount of \$500,000 for E.L. each accident, E.L. Disease – ea employee, and E.L. Disease – policy limit.
5. Professional Liability

\$1,000,000 each claim
\$2,000,000 aggregate

The Commercial General Liability policy shall be endorsed to cover the liability assumed by the CONSULTANT hereunder. To the extent permitted by law, the Said insurance shall be written by a company or companies licensed to do business in the State of Missouri. CONSULTANT shall name the CITY, its officers, officials, employees, as additional insureds for general liability, automobile liability, and umbrella

liability insurance policies required by the CONTRACT. Coverage under such policies shall be primary and non-contributory coverage with the Additional Insureds coverage being excess. Certificates evidencing such insurance shall be furnished the CITY prior to CONSULTANT commencing the work. The insurance evidenced by the certificate shall indicate that it will not be canceled, except that it may be canceled upon twenty days prior written notice thereof to the CITY, with ten day exception for non-payment of premium. The certificate(s) must state the CITY as an additional insured on those policies applicable. The cost of such insurance shall be included in the CONSULTANT'S basic service fee.

ARTICLE 9 - INDEMNIFICATION

The CONSULTANT and his SUBCONSULTANTS shall indemnify and save harmless the CITY against injury, liability or damage and costs and expenses (including reasonable attorney fees) suffered or incurred by the CITY for personal injuries including death, or property damages sustained, caused by negligent or willful acts, errors or omissions of the CONSULTANT, any subcontractors of CONSULTANT their respective agents, employees or contractors arising out of the WORK of this CONTRACT.

ARTICLE 10 - TERMINATION

The CITY may terminate this CONTRACT at any time, with or without cause, effective upon delivery of Notice thereof to the CONSULTANT.

Should the CONTRACT be so terminated, all drawings and documents in connection with the project shall become the property of the CITY who shall, in that event, make reasonable allowance for expenses incurred and services satisfactorily performed by the CONSULTANT to the date of termination. The CITY shall indemnify CONSULTANT for any use or re-use of plans by persons with CITY's express approval.

ARTICLE 11 - OWNERSHIP OF DOCUMENTS

All original documents, studies, or graphic material, drawings, photographs, or plans prepared by the CONSULTANT, pertaining to the design of the project, shall be deemed the property of the CITY and the CITY shall be entitled to physical possession of said documents whether complete or in progress.

ARTICLE 12 - DECISIONS UNDER THIS AGREEMENT

The City Representative will determine the acceptability of work performed under this CONTRACT, and will decide all questions which may arise relative to the proper performance of this CONTRACT, and his decision shall be final and conclusive.

ARTICLE 13 - EQUAL OPPORTUNITY CLAUSE

During the performance of this CONTRACT, the CONSULTANT agrees as follows:

The CONSULTANT, with regard to the work performed by it after award and prior to completion of the CONTRACT, will not discriminate on the ground of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. The CONSULTANT will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiations made by the CONSULTANT for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the CONSULTANT'S obligations under this CONTRACT and the regulations relative to nondiscrimination on the ground of color, race, religion, sex, national origin or disability.

The CONSULTANT will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: 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. The CONSULTANT agrees to post notices in conspicuous places available to employees and applicants for employment.

The CONSULTANT will, in all solicitation, or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

The CONSULTANT will comply with all provisions of State and Federal laws and regulations governing the regulations of Equal Employment Opportunity and Non-Discrimination.

ARTICLE 14 - SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT agree that this CONTRACT and all contracts entered into under the provisions of this CONTRACT shall be binding upon the parties hereto and their successors and assigns.

ARTICLE 15 - CHANGES

The CITY may make changes within the general scope of services of the CONTRACT. However, no changes will be made in the Scope of Service, the Time of Performance, the fees to be paid or other provisions which may affect the cost of the project without prior written order of the CITY and the execution of a suitable Amendment to this CONTRACT. Neither the CITY staff nor the CONSULTANT may authorize any

substantive change in this CONTRACT by oral or other directions intended to substitute for a written contract Amendment.

This CONTRACT may be amended or supplemented only by an instrument in writing executed by the parties hereto.

ARTICLE 16 - CITY REPRESENTATIVE

For purposes of this CONTRACT, the City Representative will be the Public Works Director of the CITY. The City Administrator, in his sole discretion, may designate another City Representative from time to time. In such event, CONSULTANT shall be notified by the CITY, in writing.

ARTICLE 17 - NOTICE

Any notice required or permitted to be delivered under this CONTRACT shall be in writing and shall be deemed to have been delivered on the earliest to occur of (a) actual receipt; or (b) three business days after having been deposited with the U.S. Postal Service, postage prepaid, certified mail, return receipt requested; or (c) one business day after having been deposited with a reputable overnight express mail service that provides tracking and proof of receipt of items mailed. All notices shall be addressed to the parties at the addresses set forth below:

If to CONSULTANT: HR Green, Inc.
 16020 Swingley Ridge Road, Suite 205
 Chesterfield, MO 63017

 Attn.: Jason Dohrmann, PE, Project Manager

If to CITY: City of Chesterfield
 690 Chesterfield Pkwy W
 Chesterfield, MO 63017-0760

 Attn.: James A. Eckrich, PE, Public Works Director

ARTICLE 18- CHOICE OF LAW

This CONTRACT, and all work and other activities governed hereby shall be governed by the laws of the State of Missouri without regard to any conflict of law provisions. Any legal action between the CITY and the CONSULTANT arising out of this CONTRACT or the performance of the services shall be brought in a court of competent jurisdiction in the state of Missouri.

ARTICLE 19 - CONFLICTS

In the event of any conflict or discrepancy between the terms of this CONTRACT and those set forth in Exhibit A hereto, it is expressly understood and agreed that the terms and provisions of this CONTRACT shall govern.

ARTICLE 20 - SEVERABILITY

If any provision of this CONTRACT is held to be illegal, invalid or unenforceable under present or future laws, such provision shall be fully severable. In such event, this CONTRACT shall be construed and enforced as if such illegal, invalid, or unenforceable provision had never comprised a part of this CONTRACT and the remaining provisions of this CONTRACT shall remain in full force and effect, and shall not be affected by the illegal, invalid or unenforceable provision.

Executed by the CONSULTANT this 23rd day of February, 2018.

Executed by the CITY this _____ day of _____, 20____.

CITY OF CHESTERFIELD

HR GREEN, INC.

Signature – James A. Eckrich, PE

Signature – Jason Dohrmann, PE

Director of Public Works/City Engineer
Title

Vice President
Title

ATTEST:

ATTEST:

(SEAL)

(SEAL)

ATTACHMENT A – SCOPE OF SERVICES

A. PROJECT LOCATION

This project includes the preparation of preliminary plans, right-of-way documents, and final design plans for improvements to widen Schoettler Road to three lanes and to fill in missing sections of sidewalk between Georgetown Road and Clayton Road, within the City of Chesterfield.

B. GENERAL

The Engineer will develop detailed plans, job special provisions, and an opinion of estimated construction cost for the improvements. This scope of services includes the completion of the tasks as detailed below.

TASK 1: PROJECT MANAGEMENT

In order to provide client service and meet the needs of this project, Project Management activities will include the following:

1. External Progress Meetings: In order to discuss topical design issues, review submittals, provide status updates, and coordinate the improvements with the City, four (4) external coordination meetings are planned. An average of two (2) members of the Engineer's staff will attend each meeting. The Engineer will prepare minutes of meetings and keep documentation of other communications.
2. Internal Team Meetings – Internal team meetings will be held monthly (or as needed) to ensure each team member (prime and subconsultant team members alike) are operating under the same directions and following the same guidance for the project. For the purposed of this contract, six (6) meetings are planned.
3. Invoicing – Invoices and progress reports will be prepared monthly for the duration of the project (assume 12 months for design). The invoices will be prepared by the Engineer in HR Green's standard accounting software on a cost plus fixed fee basis. Subconsultants will prepare monthly invoices for their work and submit the invoices to HR Green, who will summarize all the monthly labor costs, expenses and fixed fees into one comprehensive invoice.
4. Topographic and Right of Way Surveys – The Engineer's subconsultant will complete topographic and right of way surveys of the site in accordance with Missouri State minimum requirements. A detailed scope for this work is provided under the subconsultant scope of services later in Attachment C.
5. Geotechnical Report – The Engineer's subconsultant will complete a geotechnical evaluation of the project. A geotechnical investigation report will be prepared which will document the course of the investigation, the field exploration and laboratory programs, and will present the coring and boring logs, laboratory test data, and a description of the subsurface conditions encountered. A detailed scope for this work is provided under the subconsultant scope of services later in Attachment C.
6. Quality Control – The Engineer will establish review and checking procedures for the project deliverables. Quality Assurance (or the process of executing the established Quality Control procedures) will be included in each individual task items and will be completed at

appropriate points in time for that specific task. However, for major deliverables that require assembling data from many different tasks or delivery teams, an additional review will be completed by the Project Manager or his assigned Quality representative. It is anticipated that these reviews will be completed prior to submittal of the following deliverables:

- a. Preliminary Plans
- b. Final PS&E

TASK 2: PRELIMINARY DESIGN PHASE

The following scope items will be necessary to complete this work:

1. Field Checks – The Engineer, in the company of the City of Chesterfield, will complete a general field check to review existing topographic conditions and review the topographic and right of way surveys. Additionally during this site visit, the Engineer will review the existing curb ramps for ADA compliance and identify other project deficiencies that could be remedied through the completion of the project if budget is available.
2. Title Sheet – The Engineer will complete a preliminary title sheet for the project.
3. Typical Section Sheets – The Engineer will prepare preliminary typical section sheets. Two (2) sheets are assumed.
4. Reference Tie / Project Control Sheet – The Engineer will prepare a preliminary tie and control sheet using information provided by the surveyor.
5. Develop Plan over Profile Sheets – The Engineer will prepare preliminary plan over profile sheets based on a 20 scale plan/profile. The plan/profile sheets will cover the base widening, mill and overlay area and new sidewalk / curb ramps to be constructed. Four (4) sheets are estimated.
6. Cross Sections – Cross sections for the project will be shown at fifty-foot intervals along the proposed centerline of the alignments, drawn at a scale of 1" equals 5' both horizontally and vertically. For the preliminary cross sections, only existing features and proposed pavement will be shown to generate construction limits (no labeling). Nine (9) sheets are assumed for this work.
7. Prepare Engineer's Estimate of Probable Cost – The Engineer will, based on the preliminary plans, complete a preliminary engineer's estimate of probable cost utilizing historical unit bid prices for construction.
8. Drainage Design – In order for an accurate and complete picture of the right of way needs for the project, the drainage design will be expedited. The drainage design during the Preliminary Phase will include:
 - a. Preliminary meeting with MSD to set expectations and understand the requirements to be set forth for the project moving forward.
 - b. Assessment of the existing and proposed watershed and drainage areas, including existing storm sewer drainage network (condition, location, capacity, etc.) to determine the extent it can be reused.
 - c. Type, size, and location of the necessary drainage features for the project, including enclosed drainage features (inlets and pipes).
 - d. Assess and design water quality features meeting MSD's Phase 2 Water Quality requirements under the Clean Water Act.
 - e. One (1) initial MSD submittals and two (2) resubmittals are expected under this phase.

9. Submit Preliminary Plans – The Engineer will submit an electronic copy of the Preliminary Plans to the City of Chesterfield for review and approval. One (1) half-size electronic (PDF) copy of the plan set will be submitted. The Preliminary Plan submittal will include: Title Sheet, Typical Sections, Plan/Plan Sheets, and Cross Sections.
10. Revise Preliminary Plans and Resubmit – The Engineer will revise the Preliminary Plans based on the review comments received and resubmit the revised plans to the City of Chesterfield for approval.
11. Public Meeting – One (1) Open House/Public Meeting will be conducted to present the Preliminary Plans to the affected stakeholders, elected City officials, and other interested parties.
 - a. Up to two (2) representatives from the Engineer shall be on hand at the public meeting to assist with presentations and answer stakeholder questions.
 - b. For the public meetings, the Engineer will provide two (2) copies of the strip map of the proposed design, showing the existing topography, proposed infrastructure limited to pavement limits, curb and gutter locations, sidewalks, property information, construction limits, proposed right of way takings, and hatching. The strip maps will be mounted on display boards and will be on a high gloss paper. One (1) sample copy of the strip map will be provided one week prior to the meeting for City comments and questions. Engineer will work with the City to provide a quick fact sheet and a questionnaire/comment form for those in attendance at the public meeting.
12. Utility Coordination – The Engineer will coordinate utility company activities for the project by providing the Preliminary Plan submittal by to utility providers. Upon request, Microstation copies of the plans can be made available to the utilities for their use. Additionally, as a part of this work, the Engineer will attend one (1) Utility Coordination Meeting at the completion the preliminary design phase of the project to discuss existing facilities, and impacts and possible relocation corridors for impacted facilities.

TASK 3: RIGHT-OF-WAY PHASE

After review of the preliminary plan comments from the City of Chesterfield's review, the Engineer will modify the plans to correspond to comments and proceed towards final design of the project. At this point, the Engineer will begin the preparation of necessary Right of Way documents for acquisition of property.

The Right-of-Way Phase shall include development of documentation to enable the City to begin negotiation with necessary properties. All property takings and easement acquisition will be completed by the City of Chesterfield prepared by the Engineer as follows:

1. Right of Way Plans, which may be separate drawings from those used for design and construction details, will not be completed for this job. Only one (1) parcel is anticipated to be affected, with the remaining work within existing Right of Way. Since no federal funds are being used, Right of Way plan development would be redundant.
2. In the place of Right of Way Plans, the Engineer will provide individual Exhibits for each parcel requiring a temporary or permanent taking, and corresponding legal descriptions by parcel to accompany any exhibits required. The following assumptions are made in the estimation of the fee for this task:

- a. It is assumed that all work along existing sidewalks (remove and replace sidewalk slabs to eliminate tripping hazards) will be completed within Right of Way and no easements (temporary or permanent) are expected for this task.
 - b. It is assumed that the parcel at 2290 Schoettler Road will require permanent Right of Way acquisition to facilitate the proposed improvements. This is the lone exhibit and legal description expected for this project.
3. The following exclusions to the Right of Way Phase are made:
 - a. The Engineer will only provide title work for the lone parcel expecting Right of Way acquisition. This work is provided for under the surveyor's proposal.
 - b. Any work required for condemnation of property, once the necessary exhibit documentation has been submitted and approved, is excluded from this scope of services.
 - c. All work under this phase will be completed under the direction and control of a Missouri Licensed Professional Land Surveyor. All exhibits and legal descriptions for permanent easement of ROW acquisition will be sealed by a Professional land Surveyor licensed in the State of Missouri.
 - d. The Engineer will not be responsible for the preparation of any Certified Land Corner documents.
 - e. The Engineer will not be responsible for the physical monumentation of any proposed right of way or property corners, or the re-establishment of existing corners which may have been damaged, removed, or not found for this project.

TASK 4: FINAL DESIGN PHASE

The Final Design Phase shall include final design of the project as approved in the Preliminary Plans, including any changes required as a result of the public meeting, land acquisition negotiations, or utility coordination. The Engineer will undertake the following tasks in the final development of the plans.

1. Title Sheet – The Engineer will make final revisions to the title sheet.
2. Tabulation of Quantities - The Engineer will tabulate all quantities. The tabulation will be created in Excel spreadsheets. Overall quantity sheets will be summarized on an A-sheet, and subsequent sheets will break down how each quantity was tabulated by sheet and station range. Three (3) sheets are estimated.
3. Typical Section Sheets – The Engineer will detail and finalize the typical section sheets. Two (2) sheets are estimated.
4. Reference Tie / Project Control Sheet – The Engineer will make final revisions to the tie and control sheet.
5. Plan Over Profile Sheets - The Engineer will finalize the plan/profile sheets by providing details and notes as necessary for the final design plans. Four (4) sheets are estimated for the mainline improvements and one (1) additional sheet is planned for side road profiling (to develop a street platform).
6. Storm Sewer Profiles / Water Quality Sheets
 - a. The Engineer will detail and dimension the storm sewer (culvert) sections for all storm water drainage pipes and structures, as well as any open-ditches designed for the project. Profiles will be drawn at a scale of 1" equals to 20' horizontally and 1" equals 5' vertically. One (1) sheet is estimated.

- b. In order to meet the requirements of MSD, special details will be developed for the specified water quality features on the project. This may include proprietary details or special details for BMPs. Three (3) sheets are estimated.
7. Erosion Control – The Engineer will include typical detail sheets for temporary erosion control installation around areas of new construction. The typical details and temporary erosion control will be shown on the traffic control plan sheets (by phase) and no specific sheets will be created.
8. Traffic Control Plan Sheets – The Engineer will develop traffic control plans sheets for maintaining traffic during construction. The plans will include details by phase/stage to allow two-way traffic for the duration of the improvements and the maintenance of traffic to all side roads and driveways. It is assumed that all work can be completed within three stages. Plan over plan sheets at 20-scale will be developed. This work is estimated to include seven (7) sheets.
9. Pavement Marking and Signing Plans – The Engineer will complete plans for new pavement markings (and signing where applicable). Existing signs should be used in place unless they do not meet the current retroreflectivity requirements of the MUTCD. These plans will indicate the relocation of existing signs where necessary due to new sidewalk or curb ramp work. Signing cross sections or quantity sheets will not be provided. Two (2) plan over plan sheets at 20 scale are estimated.
10. Cross Sections – The Engineer will finalize the roadway cross sections included final design details and notes. Earthwork quantities and cross sections for the mainline and trails shall be provided at fifty-foot intervals along the proposed centerline of the alignments. Cross sections will be drawn at a scale of 1" equals 5' both horizontally and vertically. For each cross section, right of way, easement, and utility information will be graphically shown. Nine (9) sheets are assumed.
11. Prepare Engineer's Estimate of Probable Cost – The Engineer will update the engineer's estimate of probable cost based on the final design plans.
12. Job Special Provisions – The Engineer will complete all Job Special provisions as necessary to supplement the standard specifications. For this project the standard specifications to be adopted shall be the St. Louis County Transportation Department's Standard Specifications for Highway Construction. The City of Chesterfield will be responsible for assembling the required bidding documents and construction contracts for this project.
13. Submit 95% Draft Package/Plan Set for Review – The Engineer will submit a Draft PS&E package to the City of Chesterfield. This submittal will a PDF copy of the plans, Job Special Provisions, and Engineer's Estimate of Probable Cost.
14. St. Louis County Permit and Coordination – The Engineer will work with and submit Final Plans to St. Louis County Department of Transportation for a permit to complete work within its Right of Way at Clayton Road.
15. Complete Final Revisions – The Engineer will complete revisions to the Draft PS&E in accordance with the review comments received from the 95% draft package review by the City.
16. Submit Revised PS&E – After revising the Draft PS&E, the Engineer will resubmit a final sealed set of plans, Job Special Provisions, and Estimate for bidding purposes.

TASK 5: BIDDING PHASE

Bidding Services for this project will include the following:

1. Pre-Bid Meeting – The Engineer will attend one (1) pre-bid conference to be held by the City of Chesterfield. The pre-bid meeting will be arranged by the City and held at a facility chosen by the City of Chesterfield.
2. Addenda, Clarifications or Requests for Information – The Engineer will provide written clarifications in response to RFI's (in the form of addenda to the advertisement for bids).

TASK 6: CONSTRUCTION PHASE SERVICES

Construction Phase Services for this project will include the following:

1. Shop Drawing / Submittal Review – The Engineer will review shop drawings and technical submittals from the Contractor for conformance with the design and contract requirements.
2. Observation of Construction Activities – The Engineer will be present onsite to observe if construction activities are being performed in accordance with the Construction Plans and Specifications. Engineer is expected to perform daily site inspections to provide for a daily report, pay item quantity tracking, and be present for critical construction operations. Engineer is not expected to be onsite at all times when the Contractor is onsite.

Construction inspection activities will include:

- a. Storm sewer pipe installation and backfill
- b. Preparation of subgrade
- c. Placement of aggregate base
- d. Placement of base widening
- e. Milling operations
- f. Asphalt or concrete placement
- g. On-call as needed to answer contractor questions

Additionally, tasks to be included in the construction inspection activities not listed above include:

- h. Completion of ADA Checklist
 - i. Job board inspections
 - j. SWPPP inspections
 - k. Contractor pay application processing
 - l. Change order preparation
 - m. Full-time construction inspection
3. Pre / Post Construction Coordination – The Engineer will assist the City in required pre-construction activities related to the inspection of the project, and assist in final paperwork or other activities related to the final closeout of the construction work. It is anticipated that the majority of the coordination will be handled by the City. The Engineer has allotted 10 hours for each activity for assistance.
 4. Material Testing – Material testing in general accordance with MoDOT's FAST tables has been estimated and is found in the proposal of work by TSI Geotechnical in Attachment C.
 5. Invoicing – Invoices and progress reports will be prepared monthly for the duration of the project (assume 4 months for construction). The invoices will be prepared by the Engineer in HR Green's standard accounting software on a cost plus fixed fee basis. Subconsultants will prepare monthly invoices for their work and submit the invoices to HR Green, who will

summarize all the monthly labor costs, expenses and fixed fees into one comprehensive invoice.

C. EXCLUSIONS

Exclusions to the scope of services include the following:

- a. Pavement design
- b. Traffic modeling or traffic signal work related to the signals at Clayton Road
- c. Retaining wall design/plan preparation (with the exception of modular block MSE walls)
- d. Roadway lighting
- e. Condemnation preceding or title work
- f. Design of utility adjustments or preparation and negotiation of utility agreements
- g. Acquisition of new right of way or easements
- h. No NEPA documentation will be completed (including Section 106 for, MoDOT RER, etc.)
- i. Permitting other than that described herein will be the responsibility of the City
- j. Existing conditions survey (photos / videos)
- k. Coordination of utility relocation work
- l. Review of subcontractor approval documents (requirement of federal funding)
- m. Construction survey / staking
- n. Review of certified payroll records (requirement of federal funding & Davis Bacon)
- o. Completion of wage rate interviews and commercially useful function reports (requirement of federal funding & Davis Bacon)
- p. As-built plan preparation

D. PROJECT ASSUMPTIONS

The following assumptions were made in developing this scope of services:

1. In order to estimate fees for the Construction Phase Services of this project, the Engineer has estimated that there will be sixty (60) working days of full-time inspection coverage to complete the scope of services outlined above and in Attachment C.
2. For the purposes of the fee estimate, the assumption was made that the Contractor would develop and provide as-built plans to the Engineer and City.

ATTACHMENT B – FEE ESTIMATE

ATTACHMENT B - ESTIMATE OF COST

Roundtrip project mileage

miles to site:	6
miles to city hall:	2
miles to MSD	40

						HR GREEN, INC.													
TOTAL HOURS						55232542545551811								0.545					
COST PER HOUR / UNIT (Direct Labor Rate)						67593129453222								512274.68375.0034,618.24					
TOTAL DIRECT LABOR COST						3685135778747366247516576242													
DISTRIBUTION OF HOURS (percentage of hours)						4.7%2.0%21.7%21.7%4.7%44.3%0.9%													
Task	DESCRIPTION OF TASK	HR GREEN Direct Labor Task Sub Total	Direct Labor Plus Overhead (17/100%)	Labor Plus Overhead Plus Profit (12%)	Total Expenses	Task Total	PRIN.	PROF. (PM) Dohmann	SENIOR PROF. Shane / Aronberg	PROF. Schumann	JR. PROF / SR. TECH Ellis	CONST. PROF. (PM) Chamberlain	CONST. INSP. Reece	ADMIN. ASST. Luzucky	EXPENSES				Notes
															Mileage Auto		Printing, Mounting, etc.	Subs Direct	
															Unit	Total	Total	Total	
TASK 1	PROJECT MANAGEMENT																		
1	External progress meetings (assume 4)	522.00	1,414.62	1,584.37	4.36	1,588.73		6		2	2					8	-	4.36	
2	Internal team progress meetings (assume 6)	939.00	2,544.69	2,850.05		2,850.05		6	3	6	6								
3	Invoices and progress reports (assume 12 months)	534.00	1,447.14	1,620.80		1,620.80		6						6					
4	Topographic / ROW surveys (sub)	268.00	726.28	813.43	18,667.07	19,480.50		4											18,667.07
5	Subsurface exploration / Geotech (sub)	268.00	726.28	813.43	6,530.92	7,344.35		4											6,530.92
6	QA/QC Preliminary Plan Submittal	370.00	1,002.70	1,123.02		1,123.02		2	4										
6	QA/QC Final PS&E Plan Submittals	1,100.00	2,981.00	3,338.72		3,338.72		4	8			8							
TASK 2	PRELIMINARY DESIGN PHASE																		
1	Field Checks	392.00	1,062.32	1,169.80	3.27	1,193.07		4		4						6	3.27		
2	Title Sheet	116.00	314.36	352.68		352.68					4						-		
3	Typical Section Sheets (2 sheets)	307.00	831.97	931.81		931.81		1		4	4						-		
4	Reference Tie / Project Control Sheet (1 sheet)	89.00	241.19	270.13		270.13				1	2						-		
5	Plan/Profile Sheets (4 sheets)	2,028.00	5,493.36	6,155.39		6,155.39		2	2	18	42						-		
6	Cross Sections (9 sheets)	684.00	1,853.64	2,076.08		2,076.08		2		14	4						-		
7	Engineer's Estimate of Probable Cost	191.00	517.61	579.72		579.72		1		4							-		
8	Drainage Design - initial MSD meeting	166.00	531.16	594.90	21.00	616.70		2		2						40	21.80		
8	Drainage Design - est. drainage areas / assess ex. System	1,490.00	1,327.90	1,467.25		1,467.25			2	12							-		
8	Drainage Design - pipe design, calcs, reporting	1,026.00	2,780.46	3,114.12		3,114.12			4	18	8						-		
8	Drainage Design - water quality design, reporting	1,212.00	3,284.52	3,678.66		3,678.66				4	24	8					-		
8	Drainage Design - MSD submittal and resubmittals (2)	1,584.00	4,319.74	4,838.11		4,838.11		2	4	32	8						-		
9	Submit Preliminary Plans	147.00	398.37	446.17		446.17		1			2			1			-		
10	Revise Preliminary Plans and Resubmit	569.00	1,541.99	1,727.03		1,727.03		1		8	8						-		
11	Public meeting (attend and prepare drawings/documents)	1,982.00	5,388.32	6,046.12	377.18	6,423.30		8		32	16					4	2.18	375.00	
12	Utility coordination	1,498.00	1,349.58	1,516.53		1,516.53		2		8	4					2	1.09		
TASK 3	RIGHT OF WAY PHASE																		
2b	ROW Exhibit / Legal Description	82.00	166.02	188.18	850.00	1,038.18				2							-		850.00
TASK 4	FINAL DESIGN PHASE																		
1	Title Sheet	89.00	241.19	270.13		270.13				1	2						-		
2	Tabulation of Quantities (4 sheets)	1,574.00	4,265.54	4,777.40		4,777.40		2		24	24						-		
3	Typical Section Sheets (2 sheets)	120.00	325.20	364.22		364.22				2	2						-		
4	Reference Tie / Project Control Sheet (1 sheet)	29.00	78.59	88.02		88.02					1						-		
5	Plan/Profile Sheets (4 sheets)	1,330.00	3,604.30	4,036.22		4,036.22		4	2	8	24						-		
6a	Storm Sewer Profiles (1 sheet)	474.00	1,284.54	1,438.68		1,438.68		1	1		12						-		
6b	BMP Drainage Details (3 sheets)	1,180.00	3,197.80	3,581.54		3,581.54				4	24						-		
7	Erosion Control (effort goes towards TCP sheets)	356.00	964.76	1,080.53		1,080.53				4	8						-		
8	Traffic Control Plans (7 sheets)	785.00	2,127.35	2,382.63		2,382.63					14		7	2			-		
9	Pavement Marking and Signing Plans (2 sheets)	356.00	964.76	1,080.53		1,080.53				4	8						-		
10	Cross Sections (9 sheets)	385.00	1,043.35	1,168.55		1,168.55				4	9						-		
11	Engineer's Estimate of Probable Cost	183.00	495.93	555.44		555.44		1			4						-		
12	Job Special Provisions	516.00	1,398.36	1,566.16		1,566.16		4		8							-		
13	Submit 95% Draft PS&E/Bid Package	111.00	300.81	336.91		336.91				1	2			1			-		
14	St. Louis County Permit and Coordination	201.00	544.71	610.08		610.08		3									-		
15	Complete Final Revisions	445.00	1,205.95	1,350.66		1,350.66		1		4	8			1			-		
16	Submit Revised PS&E to MoDot	111.00	300.81	336.91		336.91				1	2			1			-		

SUBTOTAL DESIGN	\$98,811.82
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Roundtrip project mileage
miles to site: 6
miles to city hall: 2
miles to MSD 40

[illegible][illegible]

SUBTOTAL CONSTRUCTION	\$68,922.33
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CONTRACT TOTAL	\$167,734.16
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ATTACHMENT C – SUBCONSULTANT PROPOSALS



HRGreen

▷ 16020 Swingley Ridge Road | Suite 205 | Chesterfield, MO 63017
Main 636.519.0990 ▷ Fax 636.519.0996

▷ HRGREEN.COM

February 1, 2018

Mr. Niles Lah, PE
Senior Project Manager
TSI Geotechnical
1340 North Price Road
St. Louis, MO 63132

Dear Niles:

HR Green is in the process of scope and fee development with the City of Chesterfield to complete the Schoettler Road Improvements. This project is 1,600 feet long and will widen the road, add a center and dedicated right turn lane, and construct sidewalk to close the current gaps in pedestrian accommodations, as defined in the attached scope of services.

Please provide a cost plus fixed fee estimate required for your firm to complete scope of work listed below.

GEOTECHNICAL INVESTIGATION

1. Mobilization:

- 1.1. Collect and assess available data regarding subsurface conditions.
- 1.2. Prepare of a subsurface exploration work-plan, including suggested boring locations, to be submitted to, and approved by HR Green and the City of Chesterfield, prior to beginning work.
- 1.3. Arrange for the locating of existing underground utilities at the vicinity of the exploration work. At a minimum, Missouri Dig Rite shall be contacted (800.314.7483).
- 1.4. Obtain easements as needed on private property, permits and pay any fees required to conduct the exploration work.

2. Field Exploration.

- 2.1. Prior to drilling, a representative shall locate borings at the site and coordinate drill rig accessibility. During drilling, a representative from TSI shall provide technical direction during exploration, shall prepare detailed boring logs of the material encountered, and transport samples to the laboratory for further testing.
- 2.2. Drill test holes; Two pavement cores shall be located within the existing pavement approximately 100 feet from each end of the projects, and two (2) additional pavement cores evenly spaced in between to determine existing pavement sections. A subsurface borings should be located outside the roadway to the west to determine the presence of rock and the suitability of subgrade materials. The depth of this boring shall be 10-feet or bedrock, whichever comes first.
 - 2.2.1. Obtain soil samples.
 - 2.2.2. Obtain rock core if rock is encountered in boring(s).
 - 2.2.3. Backfill all boring(s).
 - 2.2.4. Arrange for N-E-Z coordinate survey of all boring(s).
 - 2.2.5. Perform laboratory tests on selected recovered samples.
 - 2.2.6. Identify soil type
 - 2.2.7. Unconfined compression tests to estimate soil strengths
 - 2.2.8. Consolidated-undrained triaxial compression (R-bar) strength tests for slope and retaining wall stability analysis
 - 2.2.9. Standard Proctor compaction
 - 2.2.10. Others as recommended by TSI
 - 2.2.11. Reduce and analyze the data collected.



3. Report Preparation:

- 3.1. Summarize the results of the field work performed, the borings, the laboratory tests and the subsurface conditions encountered in a memorandum.
- 3.2. Additionally, the report shall include engineering analyses, recommendations and construction means and methods, including: pavement subgrade considerations, remediation options if necessary, mechanically stabilized earth (MSE) retaining wall global stability analysis, foundation bearing capacities, anticipated settlement, site excavation, placement of fill or backfill and the effects of previously placed fill if encountered, and / or groundwater and its effect on site construction. This report is used by the engineer in the preparation of construction documents.

4. Deliverables:

- 4.1. Deliverables will include the following:
- 4.2. The services of all professionals and technical personnel required for the performance of the services described under the Scope of Services above.
- 4.3. Three (3) copies of the report shall be provided, and one (1) electronic copy of the report shall be provided by email.

CONSTRUCTION SUPPORT

5. Materials Testing:

- 5.1. Testing to Be Completed:
 - 5.1.1. Conduct in-place density testing of pavement subgrade and aggregate base using nuclear gauge. Compare testing results to asphalt supplier's design mix density. Coring of the new asphalt will be required for this project.
 - 5.1.2. Conduct field slump, air entrainment and temperature testing of fresh concrete in field for all concrete activities including sidewalks, curbs, or any concrete base widening. Four (4) concrete test cylinders shall be cast in the field and used to determine laboratory compressive strength.
- 5.2. General:
 - 5.2.1. On-site work to be performed by a MoDOT-certified engineering technician.
 - 5.2.2. Documentation of data and observations shall be completed in field on handwritten forms. After office review and approval, field reports shall be forwarded to HR Green and appropriate parties involved.
 - 5.2.3. Testing will be made on a time plus expense basis.
 - 5.2.4. For the purposes of estimating, use eighteen (18) trips outlined as follows, which is in accordance with MoDOT's FAST tables:
 - 5.2.4.1. Embankment / Subgrade Prep = 4 trips
 - 5.2.4.2. Base Aggregate = 2 trips
 - 5.2.4.3. Incidental Concrete = 6 trips
 - 5.2.4.4. HMA = 4 trips
 - 5.2.4.5. Drainage Pipe = 2 trips
 - 5.2.5. Asphalt Coring will not follow MoDOT's FAST tables, because for this project, 16-32 cores would be required and this is excessive. Please assume a total of eight (8) cores for the purposes of your estimate, as described below:
 - 5.2.5.1. Four (4) cores for mat
 - 5.2.5.2. Four (4) cores for joint

CONTRACT TERMS:

6. Cost:

- 6.1. TSI will be compensated for services rendered on a cost plus fixed fee basis with a not-to-exceed ceiling. An itemized breakdown of cost by labor, expense, profit, etc. will be required.



7. Schedule:

- 7.1. Notice to Proceed will be given after HR Green negotiates and executes an Agreement with the City of Chesterfield, and following a completed, executed subcontract agreement. The intent of the City is to have an NTP for our contract in April. TSI shall complete the field work and submit a draft report within 45 days of written NTP from HR Green.

8. Attachments:

- 8.1. Exhibit of the proposed project limit is attached herein and the limits of work are clouded.

We appreciate the continued opportunity to work with you on this and previous projects, and appreciate your interest in working with us. Should you have questions or require any further information, please do not hesitate to contact me directly at (636) 812.4209, by cellular phone at (314) 974.0229 or by email at jdohrmann@hrgreen.com.

Sincerely,

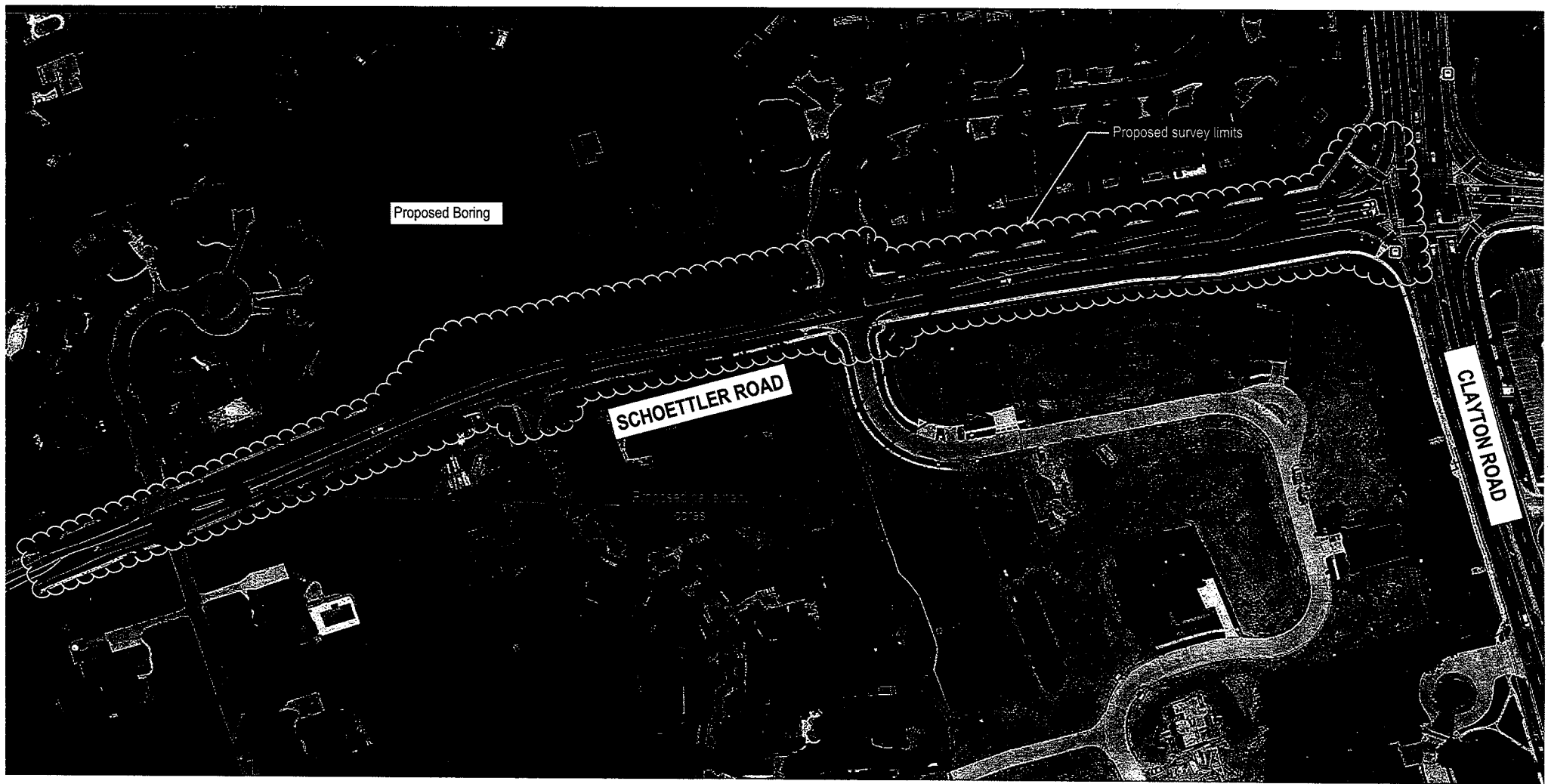
HR GREEN, INC.

A handwritten signature in black ink, appearing to read 'JSD'.

Jason S. Dohrmann, PE

Regional Director – Transportation / Site Leader

(Exhibit Follows)



Proposed Boring

Proposed survey limits

SCHOETTLER ROAD

CLAYTON ROAD

TSi Geotechnical, Inc.
Summary Time and Materials Estimate
Schoettle Road Geotechnical
Chesterfield, Missouri

2/8/2018

Construction Support

Assumptions:

1. Eighteen (18) trips total. Each trip of 5 hours Portal to Portal
2. One (1) trip of 8 hours to perform coring operations

MoDOT Technician	90.00	hours	@	\$ 50.00	hour	\$ 4,500.00
Technician, overtime hours	-	hours	@	\$ 56.70	hour	-
Mileage	750.00	miles	@	\$ 0.535	mile	401.25
Nuclear Gauge, ASTM D6938	18.00	day	@	\$ 25.00	day	450.00
Gradation Analysis	4.00	test	@	\$ 120.00	test	480.00
Asphalt Content	1.00	test	@	\$ 135.00	test	135.00
Concrete Cylinder	24.00	test	@	\$ 16.00	test	384.00
Coring Crew	8.00	hours	@	\$ 140.00	hour	1,120.00
Coring Machine and Generator	1.00	day	@	\$ 125.00	day	125.00
Project Manager/Engineer	10.00	hours	@	\$ 95.00	hour	950.00
Clerical	5.00	hours	@	\$ 45.00	hour	225.00

Total \$ 8,770.25

Geotechnical Study Cost Estimate 2018

Proposal No.: SLM18011.00 Date: 2/8/2018 p. 1 of 2
 Project Name: Schoettler Road Improvements - City of Chesterfield By: NRL
 No. Borings: 4 pavement cores and 1 boring to 10 feet

PLANNING/START UP	Principal	Grp. Mgr.	Engr. VI	Engr. II	Eng I/Tech	Clerical	Fee
			1	2		1	

FIELD INVESTIGATION

Engineering

Meetings - Scope, Various			0.5	0.5			
Review Info and Utilities				1			
Site Visit and Boring Location					4		
Drilling Supervision/Observation				0.5	4		
Mileage 48 @ 0.54						Subtotal	\$25.92

Unit Drilling Prices

Drill Rig and Crew, Detailed estimate on Sheet 2							\$2,357.00
City Permit (Verify Cost) @ \$150.00 each							\$0.00
MoDNR Piezo Permit @ \$135.00 each							\$0.00
Piezo/Well protector @ \$168.00 each for stick up							\$0.00
Piezo/Well protector @ \$300.00 each for flush mount							\$0.00
Per Diem @ \$120.00 per day							\$0.00
Safety Cones and Signage @ \$200.00 per day							\$0.00
Traffic Control : Per MoDOT std. @ \$1,050.00 day							\$0.00
						Subtotal Drill + Markup 0%	\$2,357.00

LABORATORY TESTING

Supervision

				1			
Classification 4 @ \$5.00							\$20.00
Moisture Content 4 @ \$4.50							\$18.00
Pavement Core Photos 4 @ \$35.00							\$140.00
Extrusion 2 @ \$15.00							\$30.00
Unit Weight 2 @ \$25.00							\$50.00
Unconfined Compression 2 @ \$55.00							\$110.00
Atterberg Limits @ \$70.00							\$0.00
Sieve analysis @ \$30.00							\$0.00
California Bearing Ratio 3Pt @ \$425.00							\$0.00
Standard Proctor @ \$180.00							\$0.00
Hydrometer @ \$75.00							\$0.00
Volumetric Swell @ \$30.00							\$0.00
						Subtotal/Lab:	\$368.00

ANALYSIS AND REPORT PREPARATION

Report Documents

Vicinity Map				0.25	0.5		
Site and Boring Location Plan				0.25	0.5		
Boring Logs					1		
Subsurface Profiles (gINT)							
Tables							

Analysis

Foundations							
Pavements			0.5	1			
Slope Stability							
Lateral Earth Pressures							
Construction Considerations			0.5	2			
Subgrade Prep Considerations			0.5	2			
Other - Pavement Considerations							

Report Preparation

Manhours	1		2	8		2	
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GEOTECHNICAL STUDY TOTAL

Manhour Total	1	0	5	18.5	10	3	
Hourly Fee	\$65.00	\$66.50	\$58.00	\$29.00	\$25.00	\$15.00	
Labor Fee	\$65.00	\$0.00	\$290.00	\$536.50	\$250.00	\$45.00	
						Subtotal Engr. Cost	\$1,186.50
						Labor _ Overhead @ Non-FAR 1.8445	\$2,188.50
						Profit @ 12%	\$405.00
						PROJECT TOTAL:	\$6,530.92

2016 PRICING

TASK	QUANTITY	COST	EXTENSION
Mob/Demob, Local, within 60 miles one-way of TSi Office		@ \$350.00 Lump Sum	\$0.00
Mob/Demob, Local, within 60 miles one-way of TSi OfficeATV Rig	1	@ \$500.00 Lump Sum	\$500.00
Mob/Demob, long dist. Each way, beyond 60 miles		@ \$4.75 / mile	\$0.00
Daily Rig Usage Charge.....ATV		@ \$600.00 / day	\$0.00
Daily Truck Usage Charge.....Support Truck	1	@ \$95.00 / day	\$95.00
Little Beaver Auger Rig		@ \$125.00 / day	\$0.00
2-person Coring Crew	10	@ \$140.00 / hour	\$1,400.00
Per Diem		@ \$120.00 / day	\$0.00
Concrete coring		@ \$14.75 / inch	\$0.00
Asphalt coring (5" or 6" dia.)		@ \$9.00 / inch	\$0.00
Coring Machine and Generator	1	@ \$125.00 / day	\$125.00
Continuous Flight Augering 0 to 50'		@ \$7.50 / feet	\$0.00
Continuous Flight Augering51 to 100'		@ \$8.50 / feet	\$0.00
Hollow Stem Augering (HSA).... 0 to 50'	10	@ \$11.00 / feet	\$110.00
Hollow Stem Augering (HSA).....51 to 100'		@ \$13.00 / feet	\$0.00
Hollow Stem Augering (HSA).....below 100'		@ \$16.50 / feet	\$0.00
Hard Drilling, Fill, rubble, etc		@ \$16.50 / feet	\$0.00
Setup to mud rotary or core		@ \$120.00 / each	\$0.00
Mud Rotary.....0 to 50'		@ \$13.00 / feet	\$0.00
Mud Rotary.....51 to 100'		@ \$15.00 / feet	\$0.00
Mud Rotary, bedrock		@ \$18.50 / feet	\$0.00
Split Spoon Sample (SS).....0 to 50'	4	@ \$12.00 each	\$48.00
Split Spoon Sample (SS).....51 to 75'		@ \$21.00 each	\$0.00
Split Spoon Sample (SS).....76 to 100'		@ \$39.00 each	\$0.00
Split Spoon Sample (SS).....below 100'		@ \$43.00 each	\$0.00
Shelby Tube Sample (ST).....0 to 50'	2	@ \$27.00 each	\$54.00
Shelby Tube Sample (ST).....51' to 75'		@ \$38.00 each	\$0.00
Shelby Tube Sample (ST).....76' to 100'		@ \$45.00 each	\$0.00
Shelby Tube Sample (ST).....below 100'		@ \$48.00 each	\$0.00
Setup on borings 10' or less	1	@ \$25.00 each	\$25.00
Asphalt repair, remove cuttings		@ \$45.00 each	\$0.00
Rock Coring.....0 to 50'		@ \$35.00 / feet	\$0.00
Rock Coring.....51 to 100'		@ \$46.50 / feet	\$0.00
Rock Coring.....below 100'		@ \$48.00 / feet	\$0.00
Core Boxes		@ \$12.50 / each	\$0.00
Standby, Haul Water, Access,		@ \$180.00 / hour	\$0.00
Grout borings		@ \$7.00 / hour	\$0.00
Piezometer Installation		@ \$180.00 / hour	\$0.00
2" PVC SCREEN		@ \$5.25 / feet	\$0.00
2" PVC Riser		@ \$7.75 / feet	\$0.00
Flush mount and lock		@ \$300.00 each	\$0.00
Bumper post - 5 feet long, steel		@ \$104.50 each	\$0.00
Bentonite Chips		@ \$17.75 / bag	\$0.00
Filter Sand		@ \$13.50 / bag	\$0.00
Ready Mix		@ \$8.25 / bag	\$0.00
Packer Test Equipment		@ \$210.00 / day	\$0.00
Local Travel		@ \$1.35 / mile	\$0.00
2" Centrifugal Trash Pump		@ \$40.00 / day	\$0.00
Chainsaw Rental		@ \$65.00 / day	\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Total			\$2,357.00

Total	\$2,357.00
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▷ 16020 Swingley Ridge Road | Suite 205 | Chesterfield, MO 63017
Main 636 519.0990 : Fax 636 519.0996

▷ HRGREEN.COM

February 1, 2018

Mr. Christopher Ferrante, PLS
Survey Department Manager
EFK Moen, LLC
13523 Barrett Parkway, Suite 250
St. Louis, MO 63021

Dear Chris,

HR Green is in the process of scope and fee development with the City of Chesterfield to complete the Schoettler Road Improvements. This project will widen the road, add a center and dedicated right turn lane, and construct sidewalk to close the current gaps in pedestrian accommodations, as defined in the attached scope of services.

Please provide a cost plus fixed fee estimate required for your firm to complete scope of work listed below.

TOPOGRAPHIC AND RIGHT OF WAY SURVEYS

1. Project:

- 1.1. For this project, topo collection shall occur generally following the clouded area shown on the attached exhibit. The intent is to limit the surveys to an area generally approximately 75-feet wide near Georgetown Road, where sidewalk is present, and approximately 125-feet wide in the parcel without sidewalk. The width will be wider near Clayton Road, where additional lanes are present and the sidewalk continues to widen out, but the intent is still to *generally* limit sidewalk to between the existing sidewalks on both sides.
- 1.2. The data collected should be sufficient to properly identify drainage patterns, roadway and adjacent ground line grades, sidewalk and trail cross slopes, and other identifying features.

2. Survey Requirements:

2.1. General

- 2.1.1. The approximate area of coverage for each project is as described in the above section and shown on the attached exhibit.
- 2.1.2. Previous surveys performed in this area should not be used or combined with the new topographic survey w/o prior approval from HR Green.
- 2.1.3. The Surveyor of record shall be a Registered Land Surveyor registered in the State of Missouri.
- 2.1.4. Drawing / Survey specifics:
 - 2.1.4.1. Horizontal and vertical control shall be Missouri State Plane Coordinate System of 1983, East Zone.
- 2.1.5. The Surveyor shall perform all field work necessary to accurately determine the property line and existing physical conditions of the areas, set monument markers, establish benchmarks and ascertain and record on a "topo" map and boundary survey drawing the information and data as specified in this document.
- 2.1.6. Under the Missouri Underground Facility Safety and Damage Prevention statute (RSMo Chapter 319), the surveyor shall make contact with and submit tickets to Missouri One Call to locate underground utilities in the area requested for survey. Copies of the tickets shall be provided to HR Green upon delivery of the completed survey work. It is expected that the surveyor also contact each utility company separately in the attempt to obtain basemaps, and then verify the field survey information represents what is documented as best as possible.

2.2. Right of Way / Boundary Survey:

- 2.2.1. Property research for each parcel along the alignment, including property owner name, assessor's map number, deed book and page, and size of parcel (in square feet and acres) obtained from the St. Louis County Recorder of Deeds.
- 2.2.2. Show and locate all existing easements of record for the property either from the record plat or recited in the landowner's conveyance deed. Surveyor will be responsible for providing a title search for all properties shown; only easements showing up on subdivision plat will be shown on properties. Where additional right of way is required for a parcel, the subsequent title insurance / report will be completed by EFK Moen. (see 2.4.2)
- 2.2.3. Locate all existing property corners with frontage to the project.
- 2.2.4. All right of way or property lines shown shall have a bearing (to the nearest second) and a length (to the nearest hundredth of a foot) given and the parcel shall close within acceptable tolerances governed by the State of Missouri. Any parcel bordering the proposed alignment will need bearings and distances on each line of that property as required for exhibit preparation.
- 2.3. Topographic Survey:
 - 2.3.1. Trees: Indicate the location, size and species of trees over 6 in. in trunk diameter and wooded areas where trees of smaller diameter are in profusion. Locate perimeter only of thickly wooded areas or scrub brush. Landscaping shall also be included (shrubs, bushes, mulched planting beds).
 - 2.3.2. Provide benchmarks used (Benchmark to be adopted) or control points set, and any reference datum required for the project in an electronic file suitable for use in the plans. Control points shall be three-point tied to existing monuments outside of the proposed construction limits of the project and spaced no more than five hundred (500') feet apart. Also provided in the electronic file shall be a description of the coordinate system / zone used, geographic reference station used, coordinate values held for azimuth and direction, the grid factor, and the origin point for scaling. If possible, benchmarks from projects currently in design or construction within the identified corridor shall be referenced and adopted.
 - 2.3.3. Streets, Alleys and Parking Lots: The following data shall be indicated on the Survey. Drawings for all roads or lots adjacent to the site:
 - 2.3.3.1. Name and /or route number.
 - 2.3.3.2. Direction of traffic.
 - 2.3.3.3. Distance between curbs.
 - 2.3.3.4. Type, dimension and condition of paving, where no paving exists, so note.
 - 2.3.3.5. Location and dimension of existing paving striping, if any.
 - 2.3.3.6. Elevations along center lines at twenty-five foot (25') intervals and intersections for a distance of 50-feet past the radius return of each side street.
 - 2.3.3.7. Edge of pavement and type of pavement.
 - 2.3.3.8. Spot elevation on paved parking lots at a grid interval of 25'± and at any obvious ridge points, low points and parking lot depressions.
 - 2.3.3.9. Driveway pavement, type and jointing (private driveways only).
 - 2.3.3.10. Raised islands (and type).
 - 2.3.3.11. Street signs.
 - 2.3.3.12. Mailboxes.
 - 2.3.3.13. Traffic signal bases, posts, push button locations, and pull boxes.
 - 2.3.3.14. Subdivision monuments.
 - 2.3.3.15. Right of way markers.
 - 2.3.4. Sidewalks, Curbs and Gutters: The following data shall be indicated for all sidewalks, curbs, and gutters on or adjacent to the site (where no sidewalks, or curbs or gutters exist, the fact shall be noted):
 - 2.3.4.1. Whether it is curb only, or curb and gutter (and type of curb – granite or other).
 - 2.3.4.2. Elevations of sidewalks along the edge nearest to the site at twenty-five foot (25') intervals, at corners, at points of curvature and points of slope change.
 - 2.3.4.3. Elevations of tops of curbs and flow lines of gutters at twenty-five foot (25') intervals, at corners, at points of curvature and points off slope change.

- 2.3.4.4. Edges of sidewalk and sidewalk type.
- 2.3.4.5. Sidewalk widths and elevations.
- 2.3.4.6. Curb ramps including truncated domes and landing areas at top of ramps.
- 2.3.4.7. Crosswalk markings and tinted / patterned pavement treatment at crosswalks.
- 2.3.5. Utilities: The following information pertaining to utilities at the site shall be shown and noted on the Survey Drawing:
 - 2.3.5.1. Electric & Telephone: Location of available electric and telephone service. Location of electric and telephone lines, poles and manholes. Location of street lights, traffic signal equipment and utility boxes.
 - 2.3.5.2. Water: Location of water mains, hydrants, valves and manholes. Indicate size of water mains.
 - 2.3.5.3. Gas: Location and size of gas mains including type, pressure, and source of gas supply.
 - 2.3.5.4. Sewers: Location, size, direction of flow, rate of fall, and type of material of sanitary, storm or combined sewer mains. Indicate whether public or private and whether the use is exclusively for sanitary waste or storm drainage. Indicate elevations of structure top, flow line, location of manholes and elevations of all "in" and "out" inverts (within the intersection only). Indicate dimensions of existing storm drain out fall protection (riprap).
 - 2.3.5.5. Others not identified herein but identified as a part of One Call or other visual identification onsite.
 - 2.3.5.6. Systems: Location of sprinkler heads, control boxes and backflow preventers.
- 2.3.6. Elevations and Contour Lines: All data collected for the site shall be taken on a grid suitable to the topography and size of the site.
 - 2.3.6.1. Contour lines shall be drawn at intervals that accurately reflect the existing topography of the site but in no case more than one foot (1') intervals unless otherwise approved by HR Green.
 - 2.3.6.2. Spot elevations shall be provided specifically in areas to clearly define the site topography (e.g. at swales, ridges, valleys, etc.). Spot elevations shall be to the nearest .01 foot.
 - 2.3.6.3. Elevations shall be marked on contour lines at regular intervals.
 - 2.3.6.4. Where concrete or grass ditches exist, spot elevations shall be provided at 50 feet intervals. At a minimum, the low point and approximate top of slope of the swale shall be included at each interval.
 - 2.3.6.5. All ridges or valleys or any other breaklines necessary for an accurate Digital Terrain Model (DTM) of the project, and all other pertinent existing features which may affect the proposed design
- 2.4. Exhibit Preparation
 - 2.4.1. Provide individual Exhibits and Legal Descriptions for each parcel requiring permanent takings. The work described herein will be limited to one (1) exhibit for sidewalk design, slope grading and restoration. All other work is expected to remain within existing right of way.
 - 2.4.2. No title work will be required except for the parcel with permanent taking.
 - 2.4.3. All work under this phase should be completed under the direction and control of a Missouri Licensed Professional Land Surveyor. All exhibits and legal descriptions for permanent easement of ROW acquisition will be sealed by a Professional Land Surveyor licensed in the State of Missouri.
 - 2.4.4. EFK Moen will not be responsible for the preparation of any Certified Land Corner documents.
 - 2.4.5. EFK Moen will not be responsible for the physical monumentation of any proposed right of way or property corners, or the re-establishment of existing corners which may have been damaged, removed, or not found for this project.



HRGreen

Schoettler Road Surveying RFP
February 1, 2018

3. Deliverables:

- 3.1. The Survey Drawing(s) shall contain a signed certification by the surveyor that the survey of the described property was made under its supervision and that the data shown thereon is true and correct.
- 3.2. The following electronic files on a CD (or by email):
 - 3.2.1. Separate files containing the topographic survey, right of way survey and digital terrain model information for the project in Microstation format using the GeoPAK SS4 software.
 - 3.2.2. The digital terrain model file shall contain the information (e.g. 3D elements, tags, breaklines, random points, etc.) necessary to generate a digital terrain model (DTM). The file shall also contain the surface triangles used by the surveyor to produce the contours shown on the drawings. This DTM data shall be provided on separate layers in the Microstation file.
 - 3.2.2.1. Electronic file containing reference ties, benchmarks, control points, etc. as described above.
 - 3.2.2.2. ASCII file containing points for project.
 - 3.2.3. Necessary Exhibits and Legal Descriptions as PDFs
- 3.3. Paper copies of all deeds and maps obtained for use for the project.
- 3.4. Copies of the pages in the field book pertaining to the job (benchmark/level loop calculations, reference tie drawings, etc.).

We appreciate the continued opportunity to work with you on this and previous projects, and appreciate your interest in working with us. Should you have questions or require any further information, please do not hesitate to contact me directly at (636) 812.4209, by cellular phone at (314) 974.0229 or by email at jdohrmann@hrgreen.com.

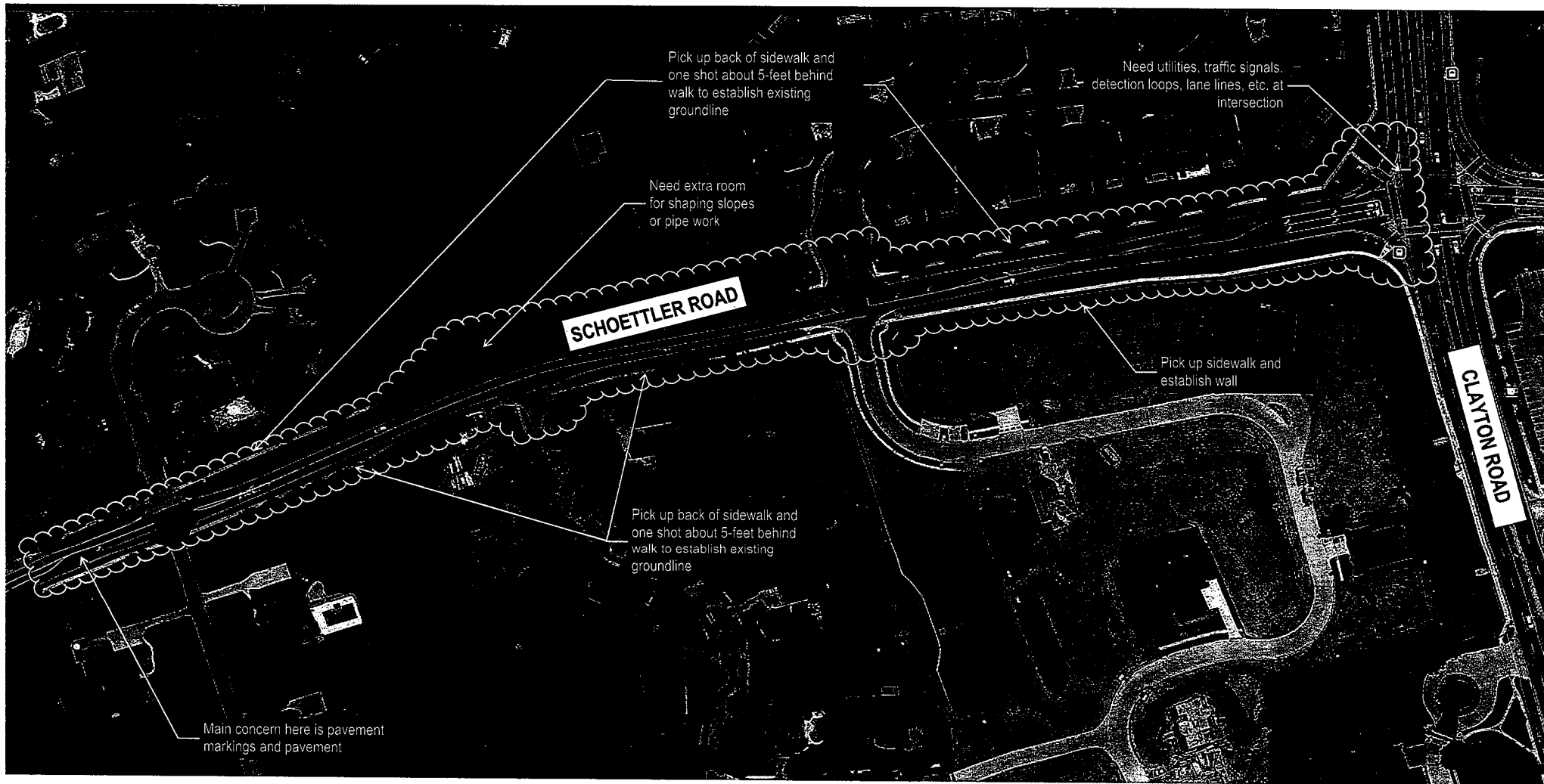
Sincerely,

HR GREEN, INC.

Jason S. Dohrmann, PE

Regional Director – Transportation / Site Leader

(Exhibit Follows)



EFK Moen, L.L.C.
 Schoettler Road Survey Estimate
 February 5, 2018

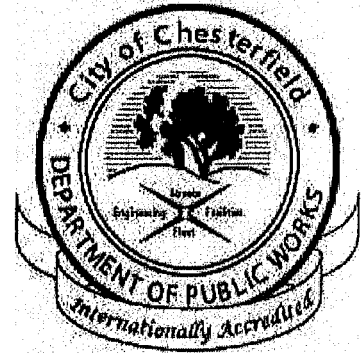
	Hours	Cost
Surveys	212	\$6,376.12
Total Hours	212	\$6,376.12
	Overhead	1.5794 \$10,070.64
	Subtotal	\$16,446.76
	Fixed Fee	13.50% \$2,220.31
	Subtotal	\$18,667.07
Other Direct Costs		
Research:	Utility Maps, Deeds, Plats	\$300.00
Esmt Exhibits and descriptions:	\$550.00 each, assumed 1 (including revisions)	\$550.00
	Subtotal	\$850.00
Total		\$19,517.07

EFK Moen, L.L.C.
 Schoettler Road Survey Estimate
 February 5, 2018

Task Description	Hours				Total Hours	Total Cost
	Survey Manager/PLS	Survey Technician	Senior Crew Chief	Instrument Operator		
	\$ 60.40	\$ 26.09	\$ 31.52	\$ 21.02		
Survey						
Establish Project Control (NAD83/NAVD88)			8	8	16	\$ 420.32
Perform Topographic Survey			32	32	64	\$ 1,681.28
Search for and Locate Boundary Control			20	20	40	\$ 1,050.80
Utility Research		4			4	\$ 104.36
Property Research		8			8	\$ 208.72
Resolve Property Lines and Right of Way Lines	16	24			40	\$ 1,592.56
Mapping and Drafting		32			32	\$ 834.88
QA/QC	8				8	\$ 483.20
Total Hours	24	68	60	60	212	
Total Cost	\$ 1,449.60	\$ 1,774.12	\$ 1,891.20	\$ 1,261.20		\$6,376.12

Memorandum

Department of Public Works



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

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

DATE: March 9, 2018

RE: 2018 Sidewalk Replacement Project A

For City Council packet,
City Administrator's re-
port as a
Bid Recommendation

As you know, due to the impacts of the Emerald Ash Borer (EAB) the Public Works Department has directed one street maintenance crew to work exclusively on the removal of Ash Trees located within the public right of way, as detailed in the EAB Action Plan approved by City Council in late 2015. Because the maintenance division will be concentrating its efforts on tree removal, the funding for 2018 contractual sidewalk repair was increased from \$200,000 to \$500,000. The Public Works Department plans to address sidewalk deficiencies through two separate projects contracts in 2018. The first of these projects, known as the 2018 Sidewalk Replacement Project A, will concentrate on sidewalk deficiencies within the Chesterfield Hills and Clarkson Woods subdivisions. The second project, Sidewalk Replacement Project B, is an annual contract intended to address work orders and sidewalk deficiencies which the City becomes aware of throughout the year.

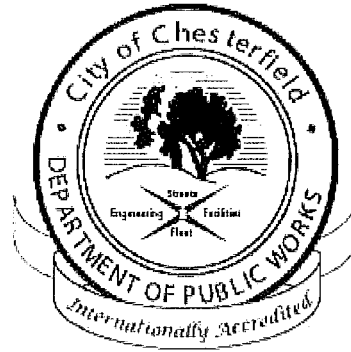
The Department of Public Works publicly opened bids for the 2018 Sidewalk Replacement Project A on March 6, 2018. The results of the bid opening are detailed in the attached memorandum from Project Manager Matt Dooley. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Amcon Municipal Concrete, in the budgeted amount of \$300,000. While the low bid for this project was \$217,425, the remaining funds will be used exclusively to address sidewalk deficiencies in these subdivisions. Amcon has performed a substantial amount of work in the City of Chesterfield in the recent past and is highly recommended by City Staff.

The recommended allocation is within the amount budgeted for this project. Should you have questions or require additional information on this project, please let me know.

Action Recommended

***** This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Amcon Municipal Concrete in the amount of \$300,000.

MEMORANDUM



DATE: March 8, 2018
TO: Jim Eckrich, Public Works Director
FROM: Matt Dooley, Project Manager *MD*
SUBJECT: 2018 Sidewalk Replacement Project, 2018-PW-04A

As you are aware, we opened bids for the above referenced project on March 6, 2018. Five bids were received:

<u>Contractor</u>	<u>Total Bid</u>
Amcon Municipal Concrete	\$217,425.00
Aztec Construction Specialties	\$217,948.00
Sweetens Concrete Services	\$237,375.00
E. Meier Contracting	\$273,255.00
R.V. Wagner	\$296,200.00

The low bidder, Amcon Municipal Concrete has successfully performed sidewalk work in the past for other municipalities as well as the City of Chesterfield. **Accordingly, I recommend acceptance of the bid of \$217,425.00 submitted by Amcon Municipal Concrete, with the cost of the project not to exceed \$300,000.** Adequate funding is available in the Capital Projects Sidewalk Improvements account, 120-079-5497, to fund this project.

A copy of the lowest and best bid is attached for the Department of Finance and Administration's use in preparing a purchase order for the project. Should you require additional information, please advise.



BID TABULATION
2018 SIDEWALK REPLACEMENT PROJECT
2018-PW-04A
March 6, 2018

ITEM #	DESCRIPTION	UNITS	QUANTITY	Amcon Municipal Concrete		Aztec Construction Specialties		Sweetens Concrete		E. Meier Contracting		R.V. Wagner	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	31,000	\$6.35	\$196,850.00	\$6.24	\$193,440.00	\$6.85	\$212,350.00	\$6.40	\$198,400.00	\$10.75	\$333,250.00
2.1	Removal and Replacement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	2,500	\$7.35	\$18,375.00	\$6.64	\$16,600.00	\$7.45	\$18,625.00	\$7.50	\$18,750.00	\$11.50	\$28,750.00
3.1	Removal and Replacement Accessible Curb Ramps	L.S.	2	\$450.00	\$900.00	\$1,433.00	\$2,866.00	\$1,600.00	\$3,200.00	\$820.00	\$1,640.00	\$2,000.00	\$4,000.00
4.1	Removal and Replacement of Drive Approach	L.S.	2	\$650.00	\$1,300.00	\$2,521.00	\$5,042.00	\$1,600.00	\$3,200.00	\$940.00	\$1,880.00	\$1,150.00	\$2,300.00
	TOTAL BID				\$217,425.00		\$217,948.00		\$237,375.00		\$220,670.00		\$368,300.00

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Tuesday, March 6, 2018

TO: THE CITY OF CHESTERFIELD

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

Sidewalk Replacement Project
2018-PW-04A

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

The City is requesting unit price proposals for this work, consisting of all work necessary to remove and reconstruct approximately 31,000 square feet of 4" thick and 2,500 square feet of 6" thick existing sidewalk, 2 handicap ramps, and 2 concrete aprons, including all necessary property restoration. The location of this project will be in the Chesterfield Hill and Clarkson Woods Subdivisions, as designated by the City.

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

Bid submitted by:Company Name: Amcon Municipal Concrete, LLCAddress: 850 Lonestar Dr.City, State O'Fallon, MO 63366Phone number: 636-379-9396 Fax: 636-240-3699E-mail address: amconconcrete@yahoo.com

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

Officer Gary T. AmelongTitle General ManagerSignature [Signature]Date 3/6/2018

**ITEMIZED BID
CITY OF CHESTERFIELD
2018 SIDEWALK REPLACEMENT PROJECT
2018-PW-04 A**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	31,000	<u>6³⁵</u>	<u>196,850⁰⁰</u>
2.1	Removal and Replacement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	2,500	<u>7³⁵</u>	<u>18,375⁰⁰</u>
3.1	Removal and Replacement Accessible Curb Ramps	Each	2	<u>450⁰⁰</u>	<u>900⁰⁰</u>
4.1	Removal and Replacement of Drive Approach	Each	2	<u>650⁰⁰</u>	<u>1,300⁰⁰</u>
				TOTAL BID	<u>217,425⁰⁰</u>

Memorandum

Department of Public Works



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

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

DATE: March 9, 2018

RE: 2018 Sidewalk Replacement Project

Please add to City Council packet
under City Administrator's report as
a bid recommendation

McGeisel

As you know, due to the impacts of the Emerald Ash Borer (EAB) the Public Works Department has directed one street maintenance crew to work exclusively on the removal of Ash Trees located within the public right of way, as detailed in the EAB Action Plan approved by City Council in late 2015. Because the maintenance division will be concentrating its efforts on tree removal, the funding for 2018 contractual sidewalk repair was increased from \$200,000 to \$500,000. The Public Works Department plans to address sidewalk deficiencies through two separate projects contracts in 2018. The first of these projects, known as the 2018 Sidewalk Replacement Project A, will concentrate on sidewalk deficiencies within the Chesterfield Hills and Clarkson Woods subdivisions. The second project, Sidewalk Replacement Project B, is an annual contract intended to address work orders and sidewalk deficiencies which the City becomes aware of throughout the year.

The Department of Public Works publicly opened bids for the 2018 Sidewalk Replacement Project B on March 8, 2018. The results of the bid opening are detailed in the attached memorandum from Project Manager Matt Dooley. After reviewing the bids, Staff recommends the project be awarded to the low bidder, Aztec Construction Specialties, in the budgeted amount of \$200,000. While Aztec has not performed work for the City of Chesterfield previously, the documentation within their bid, verified through reference checks conducted by City Staff, demonstrates that they are capable of performing this type of work. Further, this type of project is of an appropriate size, type, and scope to consider utilizing a contractor new to the City of Chesterfield.

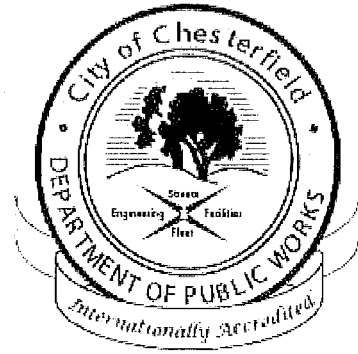
The recommended allocation is within the amount budgeted for this project. Should you have questions or require additional information on this project, please let me know.

Action Recommended



This matter should be forwarded to the City Council for consideration. Should Council concur with Staff's recommendation, it should authorize the City Administrator to enter into an Agreement with Aztec Construction Specialties in the amount of \$200,000.

MEMORANDUM



DATE: March 8, 2018
TO: Jim Eckrich, Public Works Director
FROM: Matt Dooley, Project Manager 
SUBJECT: 2018 Sidewalk Replacement Project, 2018-PW-04B

As you are aware, we opened bids for the above referenced project on March 8, 2018. Six bids were received:

<u>Contractor</u>	<u>Total Bid</u>
Aztec Construction Specialties	\$167,446.00
Amcon Municipal Concrete	\$171,975.00
E. Meier Contracting	\$192,500.00
Sweetens Concrete Services	\$205,100.00
Crafton Contracting	\$249,770.00

The low bidder, Aztec Construction Specialties has not performed work for the City in the past, but has submitted references that confirm they will be able to fulfill this contract. **Accordingly, I recommend acceptance of the bid of \$167,446.00 submitted by Aztec Construction Specialties, with the cost of the project not to exceed \$200,000.00.** Adequate funding is available in the Capital Projects Sidewalk Improvements account, 120-079-5497, to fund this project.

A copy of the lowest and best bid is attached for the Department of Finance and Administration's use in preparing a purchase order for the project. Should you require additional information, please advise.



**BID TABULATION
2018 SIDEWALK REPLACEMENT PROJECT
2018-PW-04B
March 8, 2018**

ITEM #	DESCRIPTION	UNITS	QUANTITY	Aztec Construction Specialties		Amcon Municipal Concrete		E. Meier Contracting		Sweetens Concrete Svcs		Crafton Contracting	
				UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	25,000	\$6.10	\$152,500.00	\$6.35	\$158,750.00	\$7.14	\$178,500.00	\$7.50	\$187,500.00	\$9.25	\$231,250.00
2.1	Removal and Replacement of 6" Sidewalk - Limestone or Meramec Gravel Aggregate	Sq. Ft.	1,500	\$6.52	\$9,780.00	\$7.35	\$11,025.00	\$7.62	\$11,430.00	\$8.00	\$12,000.00	\$10.00	\$15,000.00
3.1	Removal and Replacement Accessible Curb Ramps	L.S.	2	\$1,433.00	\$2,866.00	\$450.00	\$900.00	\$455.00	\$910.00	\$1,200.00	\$2,400.00	\$820.00	\$1,640.00
4.1	Removal and Replacement of Drive Approach	L.S.	2	\$1,150.00	\$2,300.00	\$650.00	\$1,300.00	\$830.00	\$1,660.00	\$1,600.00	\$3,200.00	\$940.00	\$1,880.00
	TOTAL BID				\$167,446.00		\$171,975.00		\$192,500.00		\$205,100.00		\$249,770.00

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Thursday, March 8, 2018

TO: THE CITY OF CHESTERFIELD

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

Sidewalk Replacement Project
2018-PW-04 B

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

The City is requesting unit price proposals for this work, consisting of all work necessary to remove and reconstruct 4" thick, 6" thick existing sidewalk, handicap ramps, and concrete aprons, including all necessary property restoration in various locations, as designated by the City.

This project is intended to address sidewalk deficiencies throughout the City for the period of April 1, 2018 to March 31, 2019. Sidewalk quantity will vary based upon need; an estimate is provided in the bid tab for the purpose of comparing bids. The City intends to construct \$200,000 worth of sidewalk improvements with this project.

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

Bid submitted by:Company Name: Aztec Construction Specialties, LLCAddress: 249 Lime StCity, State: Dupo, IL 62239Phone number: 618-823-2410 Fax: 1-866-388-1223E-mail address: hector@aztecacs.comType of Firm: Sole Partnership ☐ Partnership ☐
Corporation ☐ Other LLC-S corp statusOfficer: Hector MaldonadoTitle: OwnerSignature: Date: 3/8/18

**ITEMIZED BID
CITY OF CHESTERFIELD
2018 SIDEWALK REPLACEMENT PROJECT
2018-PW-04 B**

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
1.1	Removal and Replacement of 4" Sidewalk – Limestone or Meramec Gravel Aggregate	Sq. Ft.	25,000	<u>\$ 6.10</u>	<u>\$152,500.00</u>
2.1	Removal and Replacement of 6" Sidewalk – Limestone or Meramec Gravel Aggregate	Sq. Ft.	1,500	<u>\$ 6.52</u>	<u>\$ 9,780.00</u>
3.1	Removal and Replacement Accessible Curb Ramps	Each	2	<u>\$1,433.00</u>	<u>\$ 2,866.00</u>
4.1	Removal and Replacement of Drive Approach	Each	2	<u>\$1,150.00</u>	<u>\$ 2,300.00</u>

TOTAL BID \$167,446.00

MEMORANDUM

DATE: March 9, 2018

TO: Mike Geisel, City Administrator

FROM: Chris DesPlanques, Finance Director

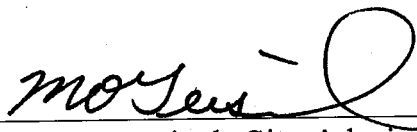
SUBJECT: Requested Budgeted Amendments



Attached, please find the summary of budget amendments and reappropriations necessary to bring the 2017 budget in-line with actual activity. The adjustments are "house-keeping" in nature but require approval by the City Council.

Budget Reappropriations – These are the outstanding purchase orders as of December 31, 2017 which have been approved by City Council, but were still in process at year end. The reappropriations lower the 2017 budgeted amount while increasing the 2018 budgeted amount.

Authorization:



Michael O. Geisel, City Administrator

2017 Budget Reappropriation Outstanding PO's - 12/31/17

PO #	Vendor	Description	Department	Amount	Expensed	Roll Forward
2012-00000064	29471 - MISSOURI DEPARTMENT OF TRANSPORTATION	ROUTE 141 ENHANCEMENT - 141 ENHANCEMENT PROJECT	Capital Projects	404,337.00	276,199.00	128,138.00
2015-00000070	31612 - NATIVE LANDSCAPE SERVICES	CONTRACTED SERVICES FOR IMPROVEMENTS TO CURRENT POND AT EBERWEIN	Parks and Recreation	40,000.00	39,845.00	155.00
2015-00000122	26810 - FRED WEBER INC	LIMESTONE AGGREGATE - \$8.40 PER TON AGGREGATE FOR EBERWEIN TRAIL UPGRADES	Parks and Recreation	25,000.00	19,985.00	5,015.00
2017-00000012	26725 - FARINELLA NURSERY LANDSCAPE CONST. LLC	SD-RST - TREES - SPRING STREET TREE PLANTING PROJECT	Street Maintenance	45,000.00	32,305.00	12,695.00
2017-00000020	32729 - TSI GEOTECHNICAL, INC	CAP INSPECTIONS - 2017 CONSTRUCTION TESTING AND INSPECTION SERVICES	Capital Projects	105,000.00	74,784.00	30,216.00
2017-00000029	27275 - KRUPP CONSTRUCTION, INC.	CENTRAL PARK AMPHITHEATER - AMPHITHEATER STAIR REPLACEMENT	Parks and Recreation	24,500.00	22,222.00	2,278.00
2017-00000031	29530 - AMERICA'S PARKING REMARKING INC	SD MC - PAVEMENT STRIPING	Street Maintenance	40,000.00	36,303.00	3,697.00
2017-00000032	26486 - CROWNS AND CURBS	SD MC - 2017 STREET SWEEPING CONTRACT	Street Maintenance	23,712.00	19,712.00	4,000.00
2017-00000037	25930 - AMERICAN READY MIX CO.	SD-S-CONCRETE - CONCRETE	Street Maintenance	120,000.00	24,716.00	95,284.00
2017-00000039	32725 - TRUCK CENTERS, INC.	CAP AUTO & TRUCK - CNG VEHICLES	Capital Projects	1,203,023.00	683,312.00	519,711.00
2017-00000040	30185 - LOU FUSZ GMC	CAP AUTO & TRUCK - CNG ONE TON BI-FUEL TRUCKS	Capital Projects	143,180.00	-	143,180.00
2017-00000041	32772 - SIMPSON MATERIALS COMPANY, LLC	SD-S - 2017-2018 ASPHALT	Street Maintenance	25,000.00	13,667.00	11,333.00
2017-00000042	27353 - LIFE GUARDS UNLIMITED	SALARY FEE	Parks and Recreation	247,600.00	217,922.00	29,678.00
2017-00000044	29972 - LAFARGE NORTH AMERICA, INC	2017-2018 AGGREGATE	Street Maintenance	30,000.00	13,109.00	16,891.00
2017-00000048	32806 - CBIZ HUMAN CAPITAL SERVICES	HR SOFTWARE, COMPENSATION & BENEFIT REVIEW RECOMMENDATION	Central Services	25,000.00	14,000.00	11,000.00
2017-00000056	27756 - COMPASS MINERALS AMERICA INC	SD SALT - 2017-2018 SALT CO-OP	Street Maintenance	147,690.00	-	147,690.00
2017-00000057	26102 - BEELMAN LOGISTICS LLC	SD SA - 2017-2018 UNLOADING & HAULING SALT	Street Maintenance	25,860.00	-	25,860.00
2017-00000065	28167 - GAMMA TREE EXPERTS	CAP MC - STUMP GRINDING SERVICE	Capital Projects	75,000.00	66,500.00	8,500.00
2017-00000067	30808 - CUSTOM PROPERTY SOLUTIONS LLC	SHIPPING/HANDLING	Parks and Recreation	10,134.40	9,695.40	439.00
2017-00000068	26212 - BURNS & MCDONNELL	CAP STREET IMPROVEMENTS - SCHOETTLE RD BRIDGE - CONSTRUCTION ENGINEERING SERVICES	Capital Projects	108,700.00	22,251.00	86,449.00
2017-00000069	26870 - GERSHENSON CONSTRUCTION	CAP STREET IMPROVEMENTS - SCHOETTLE RD BRIDGE - CONSTRUCTION	Capital Projects	1,510,000.00	506,339.00	1,003,661.00
2017-00000070	26340 - CISELL MUELLER	CAP IBG - CNG FUELING STATION- CONSTRUCTION	Capital Projects	1,600,000.00	1,504,104.00	95,896.00
2017-00000072	31446 - GENERAL CODE LLC	CODIFICATION OF CITY CODE - CODIFICATION OF CITY CODE	Central Services	20,000.00	-	20,000.00
2017-00000075	26725 - FARINELLA NURSERY LANDSCAPE CONST. LLC	CAP MC - 2017 FALL STREET TREE PLANTING	Capital Projects	100,000.00	-	100,000.00
2017-00000076	33014 - THE GLASS GURU	BLDG-IBG - BUILDING SECURITY-BULLETPROOF GLASS	Facility Maintenance	21,500.00	-	21,500.00
2017-00000077	29345 - OATES ASSOCIATES	CAP-PS - OLD CHESTERFIELD ROAD CULVERT DESIGN ENGINEERING SERVICES	Capital Projects	145,000.00	24,940.00	120,060.00
2017-00000081	31951 - SSC ENGINEERING, INC.	ENG-PS - 2017 SOLAR THERMAL REPAIRS/UPGRADE	Engineering	5,807.00	-	5,807.00
2017-00000084	33048 - PAVEMENT SOLUTIONS, LLC	CAP STREET IMPROVEMENTS - 2017 WILSON AVENUE CULVERT REPLACEMENT	Capital Projects	485,000.00	-	485,000.00
2017-00000085	31442 - SWEETENS CONCRETE SERVICES, LLC	CAP MC - 2017 CRACK SEALING PROJECT	Capital Projects	92,000.00	-	92,000.00
2017-00000086	27243 - KIESEL COMPANY	ENG-MC - REMOVAL OF WASTE OIL AND CHEMICALS FROM PWF	Street Maintenance	7,000.00	-	7,000.00
2017-00000088	25930 - AMERICAN READY MIX CO.	CONCRETE-CVAC	Parks and Recreation	24,000.00	1,615.00	22,385.00
2017-00000090	32681 - CONTEMPORARY PRODUCTIONS	BALANCE-4TH OF JULY ENTERTAINMENT	Parks and Recreation	1,650.00	-	1,650.00
2017-00000091	33071 - HANOVER PREST-PAVING COMPANY, INC.	HANOVER PREST PAVERS - PER REVISED QUOTATION #182586, DATED 12/	Parks and Recreation	20,000.00	9,357.00	10,643.00
2017-00000092	32502 - CIRCUS KAPUT	BALANCE-4TH OF JULY ENTERTAINMENT	Parks and Recreation	3,000.00	-	3,000.00
2017-00000093	33073 - INTERIOR INVESTMENTS OF ST. LOUIS	FURNITURE REPAIR PER PROPOSAL #43112 (12/12/2017) PROJECT # :24-3	Parks and Recreation	3,312.00	-	3,312.00
2017-00000094	31480 - Gore, JOHN	BALANCE-JULY 28, 2018 CONCERT-DOGS OF SOCIETY	Parks and Recreation	1,500.00	-	1,500.00
2017-00000095	32760 - AMERICAN BANDS ENTERTAINMENT LLC	BALANCE-JULY 14, 2018 SUMMER CONCERT-PETTY CASH JUNCTION	Parks and Recreation	1,500.00	-	1,500.00
2017-00000096	31657 - SILVER BULLET STL	BALANCE-AUGUST 11, 2018 SUMMER CONCERT-SILVER BULLET STL	Parks and Recreation	1,500.00	-	1,500.00
2017-00000097	33077 - VISION ELECTRIC LLC	CONCESSION STAND B ELECTRICAL UPGRADE PER DECEMBER 13, 2017 QUOT	Parks and Recreation	7,125.00	-	7,125.00
2017-00000098	30996 - BAYS-ET HIGHSPEED	DRILL AND SET 40 FOOT POLE NEAR PARKS ADMIN BLDG FOR INTERNET	Parks and Recreation	1,800.00	-	1,800.00
2017-00000099	27323 - LAWRENCE FABRIC	CUSTOM LIGHT STAND COVERS PER 11/21/2017 PROPOSAL	Parks and Recreation	795.00	-	795.00
2017-00000100	28320 - ST. LOUIS POST DISPATCH	ADVERTISING-MEDIA PLAN TO BE USED BETWEEN 1/1/2017-9/30/2018	Parks and Recreation	6,200.00	-	6,200.00
2017-00000102	27198 - JOHN DEERE CO.	JOHN DEERE MY 17 1200A BUNKER AND FIELD RAKE - PER QUOTE ID: 16533744, DATED DECEMBER 14,	Parks and Recreation	13,387.00	-	13,387.00
2017-00000103	29204 - TYLER TECHNOLOGIES, INC	DOCUMENT MANAGEMENT SYSTEM - DMS - SOFTWARE/INSTALLATION/TRAINING	Information Technology	92,358.00	-	92,358.00
2017-00000104	25926 - AMCON MUNICIPAL CONCRETE, LLC	CAP SIDEWALK IMPROVEMENTS - 2017 SIDEWALK REPLACEMENT PROJECT B	Capital Projects	200,000.00	163,656.00	36,344.00
2017-00000105	30535 - STINSON LEONARD STREET LLP	SALES TAX LITIGATION	Central Services	37,941.00	-	37,941.00
2017-00000106	26657 - EFK MOEN, LLC.	CNG FUELING STATION-DESIGN & CONSTRUCTION ENGINEERING SERVICES	Capital Projects	34,252.00	-	34,252.00
2017-00000107	26725 - FARINELLA NURSERY LANDSCAPE CONST. LLC	2016 FALL STREET TREE PLANTING (2)	Capital Projects	45,835.00	-	45,835.00
2017-00000108	28443 - SURDEX CORPORATION	AERIAL IMAGERY AND LIDAR DATA	Planning	3,000.00	-	3,000.00
2017-00000108	28443 - SURDEX CORPORATION	AERIAL IMAGERY AND LIDAR DATA	Planning	8,000.00	-	8,000.00
2017-00000109	29625 - PTV AMERICA, INC.	PTV VISION TRAFFIC SOFTWARE-CUSTOM VISUM TRAINING	Planning	2,000.00	-	2,000.00
2017-00000110	32635 - JOURNAL COMMUNICATIONS, INC.	PRINT 2/3 PAGE DIGITAL BILLBOARD - DIGITAL BILLBOARD 2017/2018 FOR ADVERTISING	Admin	6,165.00	-	6,165.00
TOTAL BUDGET REAPPROPRIATION						3,573,825.00

Note: These are outstanding purchase orders as of 12/31/17 which have been approved by Council, but were still in process at year end. The reappropriations LOWER the 2016 budgeted amount while increasing the 2017 budget amount.

UNFINISHED BUSINESS

There are no unfinished items on the agenda for Monday evening.

If you have any questions or require additional information, please contact me prior to Monday's meeting.

NEW BUSINESS

I am unaware of any New Business items for Monday's agenda.

If you have any questions or require additional information, please contact me prior to Monday's meeting.

LEGISLATION

- A. Bill No. 3190** - An ordinance authorizing the City Administrator to execute a Transportation Alternative Funds Program Agreement with the Missouri Highways and Transportation Commission for construction of the Riparian Trail from August Hill Drive to Old Chesterfield Road **(Second Reading) Planning & Public Works Committee recommends approval**

BILL NO. 3190 _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE A TRANSPORTATION ALTERNATIVE FUNDS PROGRAM AGREEMENT WITH THE MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION FOR CONSTRUCTION OF THE RIPARIAN TRAIL FROM AUGUST HILL DRIVE TO OLD CHESTERFIELD ROAD.

WHEREAS, the City of Chesterfield was successful in obtaining a reimbursement grant for the construction of the Riparian Trail from August Hill Drive to Old Chesterfield Road; and,

WHEREAS, in order to proceed with the project, TAP-5410(630), the City needs to enter into a Transportation Alternatives Funds Program Agreement with the Missouri Highways and Transportation Commission;

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

Section 1. The City Council of the City of Chesterfield hereby authorizes the City Administrator to act on behalf of the City of Chesterfield to enter into an Agreement with the Missouri Highways and Transportation Commission relative to the construction of Riparian Trail from August Hill Drive to Old Chesterfield Road, in form substantially similar to that attached in Exhibit A.

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

Passed and approved this _____ day of _____, 2018.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 3/5/2018

EXHIBIT A

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 03/17 (MWH)
Modified:

CFDA Number: 20.205
CFDA Title: Highway Planning and Construction
Award name/number: TAP – 5410(630)
Award Year: 2018
Federal Agency: Federal Highway Administration, Department of Transportation

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION TRANSPORTATION ALTERNATIVES FUNDS PROGRAM AGREEMENT

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

WITNESSETH:

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

(1) PURPOSE: The United States Congress has authorized, in Fixing America's Surface Transportation Act (FAST); 23 U.S.C. §101, §106 and §213; SAFETEA-LU §1404 funds to be used for transportation alternatives activities. The purpose of this Agreement is to grant the use of such transportation alternatives funds to the City.

(2) LOCATION: The transportation alternatives funds which are the subject of this Agreement are for the project at the following location: The improvement contemplated by this agreement will extend the existing Riparian Trail an additional 0.9 miles and will pass through natural areas beginning at Old Chesterfield Road and extending to August Hill Drive, running parallel to Baxter Road. A pedestrian crossing, including crosswalks, curb ramps and pedestrian buttons and signals will be installed at Wild Horse Creek Road.

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

(3) REASONABLE PROGRESS POLICY: The project as described in this agreement is subject to the reasonable progress policy set forth in the Local Public Agency (LPA) Manual and the final deadline specified in Exhibit B attached hereto and

incorporated herein by reference. In the event, the LPA Manual and the final deadline within Exhibit B conflict, the final deadline within Exhibit B controls. If the project is within a Transportation Management Area that has a reasonable progress policy in place, the project is subject to that policy. If the project is withdrawn for not meeting reasonable progress, the City agrees to repay the Commission for any progress payments made to the City for the project and agrees that the Commission may deduct progress payments made to the City from future payments to the City. The City may not be eligible for future Transportation Alternatives Funds if the City does not meet the reasonable progress policy.

(4) INDEMNIFICATION:

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

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

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

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

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

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

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

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

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

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

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

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

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

certify to the Commission or the United States Department of Transportation as appropriate and shall set forth what efforts it has made to obtain the information.

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

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

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

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

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

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

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

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

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

(14) MAINTENANCE OF DEVELOPMENT: The City shall maintain the herein contemplated improvements without any cost or expense to the Commission. All maintenance by the City shall be done for the safety of the general public and the esthetics of the area. In addition, if any sidewalk or bike trails are constructed on the Commission's right-of-way pursuant to this Agreement, the City shall inspect and maintain the sidewalk or bike trails constructed by this project in a condition reasonably safe to the public and, to the extent allowed by law, shall indemnify and hold the Commission harmless from any claims arising from the construction and maintenance of said sidewalk or bike trails. If the City fails to maintain the herein contemplated improvements, the Commission or its representatives, at the Commission's sole discretion shall notify the City in writing of the City's failure to maintain the improvement.

If the City continues to fail in maintaining the improvement, the Commission may remove the herein contemplated improvement whether or not the improvement is located on the Commission's right of way. Any removal by the Commission shall be at the sole cost and expense of the City. Maintenance includes but is not limited to mowing and trimming between shrubs and other plantings that are part of the improvement.

(15) PLANS: The City shall prepare preliminary and final plans and specifications for the herein improvements. The plans and specifications shall be submitted to the Commission for the Commission's review and approval. The Commission has the discretion to require changes to any plans and specification prior to any approval by the Commission.

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 65 percent not to exceed \$998,175. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

(19) PERMITS: The City shall secure any necessary approvals or permits from

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

(20) INSPECTION OF IMPROVEMENTS AND RECORDS: The City shall assure that representatives of the Commission and FHWA shall have the privilege of inspecting and reviewing the work being done by the City's contractor and subcontractor on the herein project. The City shall also assure that its contractor, and all subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to costs incurred in connection with the Transportation Alternatives Program Agreement, and make such materials available at such contractor's office at all reasonable times at no charge during this Agreement period, and for three (3) years from the date of final payment under this Agreement, for inspection by the Commission, FHWA or any authorized representatives of the Federal Government and the State of Missouri, and copies shall be furnished, upon request, to authorized representatives of the Commission, State, FHWA, or other Federal agencies.

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

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

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

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

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

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

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

[Remainder of Page Intentionally Left Blank]

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

Executed by the City this ____ day of _____, 20__.

Executed by the Commission this ____ day of _____, 20__.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

CITY OF CHESTERFIELD

By _____

Title _____

Title _____

ATTEST:

ATTEST:

Secretary to the Commission

By _____

Title _____

Approved as to Form:

Approved as to Form:

Commission Counsel

Title _____

Ordinance No _____

Exhibit A - Location of Project



Exhibit B – Project Schedule

Project Description: TAP-5410(630)

The improvement contemplated by this agreement will extend the existing Riparian Trail an additional 0.9 miles and will pass through natural areas beginning at Old Chesterfield Road and extending to August Hill Drive, running parallel to Baxter Road. A pedestrian crossing, including crosswalks, curb ramps and pedestrian buttons and signals will be installed at Wild Horse Creek Road.

PROJECT DEVELOPMENT SCHEDULE <i>*Many stages can occur concurrently.</i>			
Activity Description	State Date (MM/YYYY)	Finish Date (MM/YYYY)	Time Frame (Months)
Receive notification letter	10/2017	10/2017	1
Execute agreement (project sponsor and DOT)	11/2017	1/2018	3
Engineering services contract submitted and approved*	3/2018	6/2018	3
Obtain environmental clearances (106, CE-2, etc.)	6/2018	8/2018	2
Public meeting/hearing	8/2018	9/2018	1
Develop and submit preliminary plans	7/2018	11/2018	5
Preliminary plans approved	11/2018	2/2019	3
Develop and submit right-of-way plans	6/2018	8/2018	2
Review and approval of right-of-way plans	8/2018	10/2018	2
Submit and receive approval for notice to proceed for right-of-way acquisition (A-Date)*	10/2018	12/2018	2
Right-of-way acquisition	1/2019	4/2019	4
Utility coordination	8/2018	12/2018	4
Develop and submit PS&E	2/2019	6/2019	5
District approval of PS&E/advertise for bids*	6/2019	11/2019	5
Submit and receive bids for review and approval	12/2019	2/2020	3
Project implementation/construction	2/2020	12/2020	10
* Finish date must match fiscal year for each milestone shown in bold text.			

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

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

Exhibit C - Required Contract Provisions Federal-Aid Construction Contracts

FHWA-1273 -- Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (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).

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.

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). 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 bid proposal or request for proposal 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).

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.

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 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 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, 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 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, 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 230, 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 (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 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 35 and 29 CFR 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.

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, 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 who 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.

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, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure 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. 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, 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, 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 there under. 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, 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 and 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. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor 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 contracting agency deems appropriate.

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 \$10,000 or more.

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, 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). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

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

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

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

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

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

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

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

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

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

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

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

in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress,

expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

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

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

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

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

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

9. Disputes concerning labor standards. 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 he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 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.

3. Withholding for unpaid wages and liquidated damages.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" 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:

- (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.

2. 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. 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.

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

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 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.

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 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).

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 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 1, 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

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid

construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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.

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.

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 or default.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

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

2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee 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.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS

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.

LEGISLATION – PLANNING COMMISSION

- A. Bill No. 3191** - P.Z. 01-2018 Clarkson Square (1709 Clarkson Rd) Ordinance Amendment. An ordinance repealing City of Chesterfield Ordinance 2169 and amending Ordinance 2020 relating to a “C-8” Planned Commercial District located on the west side of Clarkson Road at its intersection with Baxter Road (P.Z. 01-2018 Clarkson Square [1709 Clarkson Rd] Ordinance Amendment)
(First Reading) Planning Commission recommends approval

BILL NO. 3191

ORDINANCE NO. _____

AN ORDINANCE REPEALING CITY OF CHESTERFIELD ORDINANCE 2169 AND AMENDING ORDINANCE 2020 RELATING TO A “C-8” PLANNED COMMERCIAL DISTRICT LOCATED ON THE WEST SIDE OF CLARKSON ROAD AT ITS INTERSECTION WITH BAXTER ROAD (P.Z. 01-2018 CLARKSON SQUARE [1709 CLARKSON RD] ORDINANCE AMENDMENT)

WHEREAS, Caparco One, Inc. and Caplaco Four, Inc. have requested an ordinance amendment to remove the restriction on number of restaurants permitted for a 34.8 acre tract of land located north of Baxter Road and west of Clarkson Road; and,

WHEREAS, a Public Hearing was held before the Planning Commission on March 12, 2018; and,

WHEREAS, the Planning Commission, having considered said request, recommended approval of the ordinance amendment on March 12, 2018; and,

WHEREAS, the City Council, having considered said request, voted to approve the ordinance amendment request.

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

Section 1. Ordinance 2169 is hereby repealed and Ordinance 2020 is hereby amended as approved in the new Attachment A, which is attached hereto and made a part hereof as is fully set out herein.

Section 2. The preliminary approval, pursuant to the City of Chesterfield Zoning Ordinance is granted, subject to all of the ordinances, rules and regulations and the specific conditions as recommended by the Planning Commission in its recommendation to the City Council, which are set out in the Attachment “A” which is attached hereto as and made part of.

Section 3. The City Council, pursuant to the petition filed by Caparco One, Inc. and Caplaco Four, Inc. in P.Z. 01-2018, requesting the amendment embodied in this ordinance, and pursuant to the recommendation of the City of Chesterfield Planning Commission that said petition be granted and after a public hearing, held by the Planning Commission on the 12th day of March 2018, does hereby adopt this ordinance pursuant to the power granted to the City of Chesterfield under Chapter 89 of the Revised Statutes of the State of Missouri authorizing the City Council to exercise legislative power pertaining to planning and zoning.

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

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

Passed and approved this _____ day of _____, 2018.

PRESIDING OFFICER

Bob Nation, MAYOR

ATTEST:

Vickie Hass, CITY CLERK

FIRST READING HELD: 03/19/2018

ATTACHMENT A

Section 3. FLOOR AREA, HEIGHT, AND BUILDING REQUIREMENTS

- a. The uses allowed in this development shall not exceed the criteria set forth in the following table:

USE	SIZE ¹	BUILDING HEIGHT	ADDITIONAL REQUIREMENTS
SECTION A			
Commercial/retail	109,033 sq. ft.	1 story & 30 ft, not including any partial story under ground. Lot 1: no more than 52 ft. as measured from Baxter Road.	This building may contain financial institution uses without drive-thru facilities
Office building including office-warehouse uses	37,000 sq. ft.	3 stories and 45 ft.	May include one (1) financial institution with drive-thru facilities.
SECTION B			
Office building including office-warehouse uses	64,000 sq. ft. total	3 stories and 45 ft.	May include one (1) financial institution with drive-thru facilities.
SECTION C			
Specialized private school with accessory gymnasium and dormitory facilities	120,000 sq. ft. total		