

MEETING OF THE
ADMINISTRATION/PUBLIC WORKS COMMITTEE
Wednesday, September 7, 2016 at 6:00 p.m.
Community Room – 16860 Main Street

If you would like to submit a comment regarding an item on this meeting agenda, please visit the [Form Center](#).

- I. Roll Call
- II. Approval Of Minutes (August 2, 2016 Meeting)

Documents:

[DRAFT MINUTES OF AUGUST MEETING.PDF](#)

- III. Public Participation
- IV. Administration

A. For Information

1. Financial Update (Wards – All)
2. Senior Programming Update (Wards – All)

Documents:

[SENIOR PROGRAMMING UPDATE.PDF](#)

B. For Action

1. City Council Policy On Agenda Item Notifications (Wards – All)

Documents:

[CITY COUNCIL POLICY ON AGENDA ITEM NOTIFICATIONS.PDF](#)

2. Proposed Codification Update (Wards – All)

Documents:

[PROPOSED CODIFICATION UPDATE.PDF](#)

3. Proposed Audio/Video Enhancements In Council Chambers (Ward Eight)

Documents:

[PROPOSED AV ENHANCEMENTS IN COUNCIL CHAMBERS.PDF](#)

V. Public Works

A. For Information

B. For Action

1. Review Of Route 100 Pedestrian Bridge Project (Wards Five And Eight)

Documents:

[ROUTE 100 PEDESTRIAN BRIDGE PROJECT.PDF](#)

2. Design Contract Proposal For Route 100 Ramp Widening (Ward One)

Documents:

[DESIGN CONTRACT PROPOSAL FOR ROUTE 100 RAMP WIDENING.PDF](#)

3. Review Of Fox Creek Road Rumble Strip Removal Bids (Ward Six)

Documents:

[FOX CREEK RUMBLE STRIP REMOVAL.PDF](#)

4. Review Of Timber Guardrail Staining Bids (Wards Four, Five, Seven And Eight)

Documents:

[TIMBER GUARDRAIL STAINING BIDS.PDF](#)

5. Discussion Of Added Right-Of-Way Maintenance And Beautification Measures (Wards – All)

Documents:

[ADDITIONAL RIGHT OF WAY MAINTENANCE AND BEAUTIFICATION.PDF](#)

VI. Not Ready For Action

A. Employee Policy On Political/Public Policy Matters (Wards – All)

B. Proposed Acoustical Imagery (Ward Eight)

C. Lower Meramec Floodplain Mapping Tool - Potential Cost Share Agreement (Ward Six)

D. Update To The Wildwood Town Center Sanitary Sewer Study (Ward One)

E. Shared Maintenance Agreement With Windsor Crest Homeowners Association (Ward One)

VII. Other

VIII. Next Meeting: Wednesday, October 4, 2016

IX. Adjournment

If you would like to submit a comment regarding an item on this meeting agenda, please visit the [Form Center](#).

The Council Administration/Public Works Committee Will Consider and Act upon the Matters Listed above and Such Others as May Be Presented at the Meeting and Determined to Be Appropriate for Discussion at That Time.

Notice Is Hereby Given That the Council Administration/Public Works Committee 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 by a Public Governmental Body [RSMO 610.021(3)1994]; Bidding Specification [RSMO 610.021(11)1994]; And/or Proprietary Technological Materials [RSMO 610.021(15)1994].

The City of Wildwood Is Working to Comply with the Americans with Disabilities Act Mandates. Individuals Who Require an Accommodation to Attend a Meeting Should Contact City Hall, 458-0440 at Least 48 Hours in Advance.



WILDWOOD®

Administrative/Public Works Committee

Record of Proceedings

Tuesday, August 2, 2016 at 6:00 pm

City Hall Community Room at 16860 Main Street

I. Welcome and Roll Call

The meeting was called to order at 6:01 pm. A voice roll call was taken with the following results:

Committee Members in Attendance:

Chair Joe Garritano
Council Member Sue Cullinane
Council Member Katie Dodwell
Council Member Debra McCutchen
Council Member Ed Marshall
Council Member Larry McGowen

Staff Members in Attendance:

Director of Public Works Rick Brown
Meeting Recorder Carla Patrick

Absent:

Council Member Greg Stine
Council Member Jerry Porter (arrived 6:40 pm)
City Administrator Ryan Thomas

II. Approval of Meeting Minutes from June 3, 2016

Chair Garritano inquired as to any proposed changes to the minutes and without such, Council Member Marshall made a motion for approval. Council Member Cullinane seconded the motion. All were in favor, excepting Council Member McGowen abstaining due to absence, so MOTION APPROVED.

III. Public Participation

IV. Administration

A. For Information

1. Financial Update (Wards – All)

Sales Tax Receipts report was provided all members for their review.

B. For Action – None

V. Public Works

A. For Information

None

B. For Action

1. Review of Construction Bids for Fox Creek Bridge Replacement (Ward Six)

Director of Public Works Brown presented a recommendation for the replacement of the Fox Creek Road Bridge, which is a federally funded project with the City paying 20% of the cost. Krupp was low bid of six bids received and has a history of reputable work with the City. Although the low bid was over budget, the amount can be made up from other road projects, which will come in under budget. Points noted included that this bridge was one of the poorest structures in the City, residential traffic will detour via Allenton Road and timeline for completion. Completion prior to Winter 2016 would be best, if such can be accommodated by Krupp. Therefore, it was advised to request two readings at City Council.

Council Member McGowen made the motion to forward to the City Council a request to contract with Krupp Construction for the Fox Creek Road Bridge Project, and such motion was seconded by Council Member Dodwell. All members were in agreement, so MOTION APPROVED.

2. Review of Construction Bids for Route 100 Pedestrian Bridge (Wards Five and Eight)

Director of Public Works Brown reported that six bids were received with the lowest being KCI Construction. While the City has not worked with KCI Construction, they are a prominent St. Louis contractor. The low bid did exceed the Engineers Estimate by about 10%, but this project is included in the 2016 Capital Improvement Program where additional funds may be utilized. Federal funding will pay for 50% of costs up to \$450,000. Director of Public Works Brown noted this project is considered for a Fall 2016 start.

Discussion moved to the consideration of the quoted Lighting Packages for the bridge. Council Member McGowen noted that it would be most cost effective to include with construction and with it included, KCI remained the low bid. Members discussed the safety issue of lighting, wherein Council Member McCutchen inquired as to the cost of adding lighting also to the existing pedestrian bridge.

Council Member McGowen made a motion to forward to City Council a request authorizing a contract with KCI Construction for the Eatherton Road Pedestrian Bridge project to include the base amount and contingency, plus the Alternate 1 Lighting Package. This motion was seconded by Council Member McCutchen. All were in agreement. MOTION APPROVED.

3. Design Contract for Pedestrian Safety Improvements (Wards One, Three, Five, Seven and Eight)

Director of Public Works Brown outlined the need for timely completion of the design for this project in order to adhere to the aggressive timeline requirements of the

Missouri Moves Cost Share Program. Cochran has completed conceptual engineering, so they would provide most efficient timing and he feels the fee proposed is reasonable. Council Member McGowen inquired as to examples of the improvements included in this project. Director of Public Works Brown responded with cross walk improvements including flashing beacons. Discussion continued regarding possible signage at roundabouts warning of pedestrians and possible move of the Hwy 100/Taylor Road crossing to the west side of the intersection. Council Member Cullinane expressed her strong support, adding this safety issue is important enough to warrant further funding search in the event MoDot denies the application for this.

Council Member Cullinane made a motion to forward to City Council a request authorizing a contract with Cochran Engineering for design of the Pedestrian Safety Improvement Project on Route 109 and 100. Council Member Dodwell seconded this Motion. All were in agreement. MOTION APPROVED.

VI. Items Not Ready for Action

- A. Senior Programming Update (Wards – All)**
- B. Lower Meramec Floodplain Mapping Tool – Potential Cost Share Agreement (Ward Six)**
- C. Update to the Wildwood Town Center Sanitary Sewer Study (Ward One)**

VII. Other

Council Member McCutchen requested identification of the three primary services that would be funded by the City's allocation of CDBG funds within the spectrum of senior programming and services as discussed at the June 3, 2016 meeting.

VIII. Next Meeting: Tuesday, September 7, 2016

IX. Adjournment

Motion to adjourn was made by Council Member Marshall and seconded by Council Member Cullinane. All were in agreement, so meeting adjourned at 6:45 pm.



MEMORANDUM

To: Administration/Public Works Committee Members

Cc: Mayor Bowlin and Planning/Parks Committee Members

From: Ryan S. Thomas, City Administrator

Date: September 2, 2016

Re: Senior Programming Update

The City's \$25,500 allocation of Community Development Block Grant (CDBG) funding for senior programming is expected to become available for use in October. Additionally, the Wildwood Family YMCA has a Healthy Seniors Day scheduled on October 4, 2016, from 11:30 a.m. to 1:30 p.m.

Liz Weiss and I plan to meet with representatives from the YMCA in the coming weeks to determine how we may be able to 1) expand their current programming with our CDBG funding, and 2) potentially participate in the Healthy Seniors Day event.

I will be available for any comments or questions at the September 7, 2016 Meeting of the Administration/Public Works Committee.

RST

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MEMORANDUM

To: Administration/Public Works Committee Members

Cc: Mayor Bowlin and Planning/Parks Committee Members

From: Ryan S. Thomas, City Administrator

Date: September 2, 2016

Re: City Council Policy on Agenda Item Notifications

Background

The City of Wildwood has specific code requirements or City Council policies, which are used as a basis for notifying the public of hearings before the City Council. On occasion in the past, requests have been made to provide a greater level of notification, either through additional mailings or use of the City's electronic message boards. Recently, the use of an electronic message board was called into question, as it only targeted a portion of the population impacted by an upcoming action item of the City Council.

For your information, attached is a table indicating the types of City Council hearings that require some form of public notice, and what the standard practice has been for those items. Additionally, a few neighboring municipalities have been surveyed to determine how they handle similar items, and those results are also indicated on the table.

Recommendation

It is recommended that the City Council follow its adopted code requirements and policies, and to only consider a special notification outside these parameters if specifically authorized by a majority of the City Council by motion.

Reasons for Recommendation

1. Consistency in public notifications avoids setting new precedents and changed expectations from the public.
2. In most cases, the current standard practices of public notice for the City of Wildwood are already well in excess of what is minimally required by City code and more extensive than surrounding municipalities.

I will be available for any comments or questions at the September 7, 2016 Meeting of the Administration/Public Works Committee.

RST

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NOTIFICATIONS

Public Hearings at City Council

Municipality	Type of Request	Mailing Notification & Distance from Site	Posting of Sign On Site	City's Website	City's E-Newsletter	Other
Wildwood	Amending the Zoning Ordinance (A petition is filed with the Director of Planning to amend, supplement, or change the regulations, zoning district boundaries, or classification of property). Following the public hearing at the Planning and Zoning Commission and the subsequent meetings at the Planning and Zoning Commission , item is scheduled at City Council .	Yes – 3,000 feet radius from the subject site's boundaries in the NU Non-Urban Residence District* 1,500 feet radius in all other locations* <i>*City Council Policy – Adopted January 10, 2011</i>	Yes – 15 days prior to scheduled public hearing	Yes – 15 days prior to scheduled public hearing	Link to upcoming Public Hearings published each Friday.	Posting on recommendations from the Planning and Zoning Commission, Historic Preservation Commission, and Planning/Parks Committee, when required due to City Council forwarding land use action from various boards and commissions. The public hearing announcement is placed in a newspaper and posted at City Hall – 15 days prior to scheduled public hearing
Wildwood	Historic Register Request	Yes – 3,000 feet radius from the subject site's boundaries in the NU Non-Urban Residence District* 1,500 feet in all other locations* <i>*City Council Policy – Adopted January 10, 2011</i>	Yes – 15 days prior to scheduled public hearing	Yes – 15 days prior to scheduled public hearing	Link to upcoming Public Hearings published each Friday.	The public hearing announcement is placed in a newspaper and posted at City Hall.

NOTIFICATIONS

Public Hearings at City Council

Municipality	Type of Request	Mailing Notification & Distance from Site	Posting of Sign On Site	City's Website	City's E-Newsletter	Other
Wildwood	Application for Liquor License	Yes – 200 feet radius from the subject site's boundaries	No	Yes – 10 days prior to scheduled public hearing	Link to upcoming Public Hearings published each Friday.	The public hearing announcement is placed in a newspaper and posted at City Hall.
Wildwood	Budget Hearing	No	No	Yes – prior to scheduled public hearing	Link to upcoming Public Hearings published each Friday.	The public hearing announcement is placed in a newspaper one week prior to scheduled public hearing and posted at City Hall.
Ballwin	Amending the Zoning Ordinance	No	Yes – with phone number to call the 'zoning hotline' – pre-recorded message pertaining to requests	Yes – 15 days prior to scheduled public hearing	No	The public hearing announcement is placed in a newspaper and posted at City Hall
Ballwin	Historic Register Request	No	No	Yes – 15 days prior to scheduled public hearing	No	The public hearing announcement is placed in a newspaper and posted at City Hall
Ballwin	Application for Liquor License	No	No	Yes – prior to scheduled public hearing	No	The public hearing announcement is placed in a newspaper and posted at City Hall
Ballwin	Budget Hearing	No	n/a	Yes – prior to scheduled public hearing	No	The public hearing announcement is placed in a newspaper and posted at City Hall
Chesterfield	Amending the Zoning Ordinance	Yes – 225 feet radius from the subject site's boundaries, and trustees of adjoining subdivisions	Yes – 15 days prior to scheduled public hearing (1 sign per frontage)	Yes – 15 days prior to scheduled public hearing	No	The public hearing announcement is placed in a newspaper (specifically <u>The Post-Dispatch</u>) and posted at City Hall

NOTIFICATIONS

Public Hearings at City Council

Municipality	Type of Request	Mailing Notification & Distance from Site	Posting of Sign On Site	City's Website	City's E-Newsletter	Other
Chesterfield	<u>Historic Register Request (LPA)</u>	Yes – 225 feet radius from the subject site's boundaries, and trustees of adjoining subdivisions	Yes – 15 days prior to scheduled public hearing (1 sign per frontage)	Yes – 15 days prior to scheduled public hearing	No	The public hearing announcement is placed in a newspaper (specifically <u>The Post-Dispatch</u>) and posted at City Hall
Chesterfield	Application for Liquor License	No	No	Yes – prior to scheduled public hearing	n/a	Reviewed by Business License Staff Person and approved by City Council
Chesterfield	Budget Hearing	No	No	Yes – prior to scheduled public hearing	n/a	The public hearing announcement is placed in a newspaper (specifically <u>The Post-Dispatch</u>) and posted at City Hall
Ellisville	Amending the Zoning Ordinance	Yes – 185 feet radius from the subject site's boundaries, if a surrounding property is effected	Yes – with phone number with recorded message pertaining to information on the request	No	No	The public hearing announcement is also placed in a newspaper and posted at City Hall.
Ellisville	Historic Register Request	n/a	n/a	n/a	n/a	n/a
Ellisville	Application for Liquor License	No	No	No	No	Reviewed and Approved by City Council/Board of Alderman
Ellisville	Budget Hearing	No	No	Notice of Public Hearing posted on agenda	No	The public hearing announcement is also placed in a newspaper and posted at City Hall – 15 days prior to scheduled public hearing
Eureka	Amending the Zoning Ordinance	No	Yes – 15 days prior to scheduled public hearing	Yes – 15 days prior to scheduled public hearing	n/a	The public hearing announcement is also placed in a newspaper and posted at City Hall – 15 days prior to scheduled public hearing

NOTIFICATIONS

Public Hearings at City Council

Municipality	Type of Request	Mailing Notification & Distance from Site	Posting of Sign On Site	City's Website	City's E-Newsletter	Other
Eureka	Historic Register Request	n/a	n/a	n/a	n/a	n/a
Eureka	Application for Liquor License	No	No	Notice of Public Hearing posted on agenda	No	Reviewed and Approved by City Council
Eureka	Budget Hearing	No	No	Notice of Public Hearing posted on agenda		The public hearing announcement is also placed in a newspaper and posted at City Hall – 15 days prior to scheduled public hearing
Manchester	Amending the Zoning Ordinance	Yes – 185 feet radius from the subject site's boundaries, if a surrounding property is effected	No	Notice of Public Hearing posted on agendas	No	The public hearing announcement is also placed in a newspaper and posted at City Hall – 15 days prior to scheduled public hearing
Manchester	Historic Register Request	n/a – no Historic Preservation Commission – separate entity reviews historic properties not affiliated with the City	n/a	n/a	n/a	n/a
Manchester	Application for Liquor License	No	No	Notice of Public Hearing posted on agenda	No	Reviewed and Approved by City Council/Board of Alderman
Manchester	Budget Hearing	No	No	Notice of Public Hearing posted on agenda	No	The public hearing announcement is placed in a newspaper and posted at City Hall – 15 days prior to scheduled public hearing

Key:

- **Yellow highlighted items** required by one of the following: Chapter 415. Zoning Regulations of the City of Wildwood's Zoning Ordinance, which derives its authority from Chapter 89 of the Missouri Revised Statutes (the enabling legislation that allows cities to implement zoning powers; Chapter 440. Historic Preservation and Restoration Code of the City of Wildwood's Zoning Ordinance; Chapter 600. Alcoholic Beverages of the City of Wildwood's Municipal Code; or Chapter 140. Finance of the City of Wildwood's Municipal Code.



MEMORANDUM

To: Administration/Public Works Committee Members

Cc: Mayor Bowlin and Planning/Parks Committee Members

From: Ryan S. Thomas, City Administrator

Date: September 2, 2016

Re: Proposed Codification Update

Background

Sullivan Publications has been the City's vendor for maintaining its Municipal Code online and in printed form, and is routinely provided updates from the City Clerk as new legislation is passed by the City. However, a full, comprehensive review of the Municipal Code has not occurred since 1997, and would be particularly helpful to do in close coordination with the upcoming City Charter review.

Recommendation

It is recommended that the City enter into an agreement with Sullivan Publication, Inc. for the total sum of \$14,700, to complete a full, comprehensive review of the Municipal Code. Please note that this is not a budgeted expense for 2016; and therefore, the project would begin in January as authorized through the upcoming 2017 budget adoption.

Reasons for Recommendation

1. For the identification of duplications, conflicts and inconsistencies between or within various sections of the code.
2. For the identification of duplications, conflicts and inconsistencies with Missouri statutes.
3. For the identification of recommended code language to replace outdated provisions or to make City legislation more enforceable.

I will be available for any comments or questions at the September 7, 2016 Meeting of the Administration/Public Works Committee.

RST

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Codification Division

PROPOSAL *for* CODIFICATION SERVICES

Prepared for:

City of Wildwood
St. Louis County
Missouri

July 21, 2016

Valid for 6 months

Michael S. Perry

(314) 775-0092

mike@sullivanpublications.com

msperry@generalcode.com

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Executive Summary



Serving the needs of communities for over 50 years, General Code provides codification and enterprise content management solutions to more than 3,000 municipal governments throughout the United States and Canada. Our staff has developed, implemented and maintained codification projects for a wide variety of local governments, ranging from small townships and villages to major cities and counties.

Situation Analysis

Thank you for the opportunity to present this proposal for comprehensive codification services.

The Code of Ordinances of the City of Wildwood was originally published by Sullivan Publications in 1997, and has been updated most recently in 2016. Presently, the City of Wildwood wishes to undertake a comprehensive review of the 1997 Code of Ordinances to include all legislation of a general and permanent nature through Ordinance No. 2175. The scope of services is to include research and editorial and Code review to identify conflicts, inconsistencies and other problem areas in need of updating or correction; the incorporation of any necessary revisions; the creation of an index; the printing of 10 copies of the Code; and the preparation of Code adoption materials and a disposition list to document the final disposition of all Code-relevant legislation.

For more detail, see the full Situation Analysis on page 3.

General Code Solution

The City of Wildwood's objectives will be met and goals achieved through our proposed Codification Solution, which includes:

- ♦ An Editorial and Code Analysis and recodification of existing materials
- ♦ Updating the City's Premium *eCode360*[®] online code
- ♦ 10 Custom printed Code books, with an option for additional printed books

Investment Summary

The cost of General Code's recommended solution will be \$14,700.

A detailed breakdown of the investment and available options can be found on page 10.

Accepting This Proposal

This document serves both as a proposal and as an agreement. To accept this proposal, complete the form on the last page, including authorized signatures. Scan and email the completed form to ezsupp@generalcode.com, fax the completed form to General Code at (585) 328-8189, or return it by mail to General Code, 781 Elmgrove Road, Rochester, NY 14624.

Situation Analysis



The City of Wildwood is located in St. Louis County in Missouri and was originally incorporated in 1995. Today the City is home to more than 35,500 residents.

Prior Codification

The Code of Ordinances of the City of Wildwood was originally published by Sullivan Publications in 1997. Since then it has been supplemented 34 times, most recently in 2016, including legislation through Supplement No. 34/Ordinance No. 2175.

Source Materials

General Code will use the following source materials for the codification project:

- ◆ General Code's library copy of the City's 1997 Code of Ordinances, as updated through Supplement No. 34/Ordinance No. 2175

This proposal only takes into account legislation submitted for review, which will be included within the scope of this project. General Code requests that the City continue to routinely send any new legislation upon adoption. These additional materials will be included in the Code up to the point where the editorial work has been completed and may be subject to an additional charge at the end of the project.

Recommended Solution



General Code will provide the City of Wildwood with professional codification services and solutions designed to meet the specific needs of your community, based on your requirements and over 50 years of experience working with local governments. We will provide you with a variety of options for publishing the Code of the City of Wildwood, including posting on the Internet and traditional print formats.

Services Included



Publication of New Code Volumes

The base price includes the publication of 10 new Code volumes in high-quality, custom-imprinted post binders, which shall be blue with gold silk-screen lettering. The Code pages will be designed in an 8 ½-by-11-inch page size, using an 11-point Times New Roman font in a single-column format on 100% recycled paper. Each Code will also include a set of Title tab dividers. Each copy of the Code will be serial-numbered, and we will provide forms for you to keep track of the distribution of the Codes.

Comprehensive Index

General Code will prepare and publish a comprehensive Index for the Code. The Index is specifically designed to be easy to use, so that the information in the Code can be quickly located.

Code Adoption Legislation

The editor assigned to your codification project will prepare adoption legislation for the proposed Code. This material will be furnished to the City Attorney for review and enactment by the governing body. If the Code adoption legislation is enacted and returned to us within 90 days of submission, we will include this material in the Code free of charge. Once the Code is adopted, it can be amended directly to change, add or delete material.

Disposition List

If applicable, an updated Disposition List will be provided. The Disposition List sets forth, in chronological order, the subject matter, date of adoption and disposition of each item of new legislation reviewed with the project and indicates its inclusion in or omission from the Code. The Disposition List is designed to assist you in locating not only legislation that is included in the Code but also legislation that is not included.

Derivation Table

As there may be some adjustments in numbering of Chapters and Sections due to addition or deletion of material by the City in this process, and to ease the transition from any old numbering to new numbering, we will prepare a Derivation Table. The Derivation Table, which will be included at the end of the published Code, will clearly show the chapter and section numbers from the City's existing 1997 Code and where they have been included in the new Code.

Updated *eCode360*

The City's current online Code will remain available for the City's staff and general public for the duration of this project. Once the project has been completed, General Code will update the City's *eCode360* with the new version of the City's Code.

The annual maintenance fee for *eCode360* is an annual recurring flat fee. Therefore it is our recommendation that the City should continue to budget for this service each year. The fee covers annual licensing, web hosting, and posting of new legislation between regular Code supplements. Please note that this does not include the cost for codifying new legislation.

The General Code Codification Process



We see you as a partner in the codification process.

General Code's unique and easily accessible style is readily discernible. Your legislation is organized into a systematized, clean format, designed to provide you and your community with an easily readable, simple to reference, and logically indexed Code.

Including You in the Process

The unique project workflow that General Code has developed engages the City with a Code editor at key stages throughout the process. Our Code editors bring a breadth of knowledge and expertise acquired over the half century we've invested in working with local governments. Combining our experience with your involvement ensures that your Code will accurately reflect your community's particular needs and requirements for a reliable resource tool.

Process Outline



Beginning a Code Project

To begin the project, the City of Wildwood has provided the source materials for the new Code. For more detail, see the source materials listed on page 3.

Preliminary Telephone Conference

At the beginning of the project, General Code will consult with the City's designated contact person to review the project generally and to clarify any initial questions for both General Code and the City.



Organizational Analysis

The first part of the analysis of the City's legislation will be the preparation of an Organizational Analysis for the City to review. The editor will prepare a proposed Table of Contents of the Code and a listing of legislation reviewed, along with any missing material and adoption dates, and any other questions pertaining to the completeness of materials being reviewed.

The City will review the Organizational Analysis and make whatever changes it feels are necessary. An editor will incorporate the feedback they receive into the project and move forward to the preparation of the Manuscript and the Editorial and Code Analysis.

Manuscript and Model Code Provisions

As applicable, a Manuscript will be prepared using the materials obtained from the City. Amendments will be incorporated into the Manuscript, and repealed or superseded material will be noted. The Manuscript will show exactly the legislation that is currently in effect.

In some instances, we will recommend the use of sample material from our "Model Code", including subjects such as Offenses, Traffic and Alcoholic Beverages, as well as others as deemed appropriate. Subject matter from the current Code not covered by the "Model Code" provisions shall be retained so the City does not lose its ability to enforce laws that are unique to the City.



Editorial and Code Analysis

For the second part of the analysis of the City's legislation, an Editorial and Code Analysis will be prepared for your review. Our staff of editors and attorneys is in contact with hundreds of communities. They will provide you with the benefit of their experience and with information that you can use to determine how your legislation can be revised and improved. The project team will do a thorough review and analysis of your legislation and provide specific recommendations and input for improvement. The Analysis will be compiled into a workbook, with an easy-to-use checklist format, for the use of City officials, including the Attorney, who will have the final decision-making authority for the resolution of any and all issues.

The Editorial and Code Analysis will include the following:

- ◆ Identification of duplications, conflicts and inconsistencies between or within various sections of the Code
- ◆ Identification of duplications, conflicts and inconsistencies with Missouri statutes
- ◆ Identification of Model Code provisions that can replace outdated City provisions, including subjects such as Offenses, Traffic and Alcoholic Beverages and any others deemed appropriate by the City
- ◆ Any practical recommendations to make your legislation more enforceable
- ◆ Suggestions regarding fines, fees and penalties
- ◆ Suggestions on ways to modernize your legislation

The City will review the Editorial and Code Analysis and make the final decisions on any changes that are deemed necessary. All final decisions regarding the sufficiency of the legislation which is to be codified, and any changes to be made to said legislation, shall be the province of the City officials and the City Attorney.

A review period is set by the performance schedule. We stress the importance of staying within the allotted time period to avoid disruptions in the production process and delays in the delivery of the Code.



Final Editing of the Manuscript

Once the Editorial and Code Analysis is returned, an editor will begin the final editing process.

During the editing process, we will:

- ◆ Prepare a Table of Contents listing all chapters and articles included in the Code
- ◆ Include cross-references and Editor's Notes, as required, and add historical notations indicating the source and date of adoption of each enactment
- ◆ Edit the text to incorporate any revisions and additions previously approved in the Editorial and Code Analysis phase
- ◆ Copyread to correct typographical and spelling errors

Draft

General Code will submit a Draft of the Code for final review by the City. Any specific questions that arise during the editing process shall be submitted with the Guidelines for Draft Review. Such questions may include missing wording or incomplete information, conflicts with incorporating new ordinances, and inconsistencies within chapter provisions. Minor changes in content as a result of the City's review may be made. Any substantial changes in organization or content shall be subject to additional charges.

Comprehensive Index; Code Adoption Legislation

During final publication, General Code will prepare a comprehensive index. We will also prepare the proposed Code adoption legislation and/or any other necessary information to establish the Code as an official document. This material will be furnished to the City Attorney for review and enactment by the governing body.

Code Delivery; Recordkeeping; Supplement Distribution

After the Code is delivered, we will review the project with the City to ensure that everything meets your expectations. At that time, we will work with you to set up an effective recordkeeping system to keep track of the distribution, sale and maintenance of Codes and supplements.



Performance and Payment Schedule



Performance Schedule

Deliverable	Delivery Date
Preliminary telephone conference	Within 30 days of contract signing
Submission of the Organizational Analysis	Within 80 days of contract signing and receipt of the materials; the City has 30 days for review
Submission of the Manuscript and Editorial and Code Analysis	Within 180 days of receipt of the responses to the Organizational Analysis; the City has 100 days for review
Submission of Draft	Within 145 days of receipt of responses to the Editorial and Code Analysis; the City has 45 days to review
Delivery of the Code	Within 40 days of approval to proceed with the publication of the Code

Performance schedule reflects business days excluding legal holidays.

Payment Schedule

Percentage of Total Project Price	Milestone
20%	Invoiced within 30 days of contract signing
20%	Invoiced upon submission of the Organizational Analysis
30%	Invoiced upon submission of the Manuscript and Editorial and Code Analysis
20%	Invoiced upon submission of the Draft
Balance	Invoiced upon delivery of the Code

Investment Detail and Options



Base Codification Project Price

\$ 14,700

Your base codification project includes the following:

- ♦ Preliminary Telephone Conference
- ♦ Creation of a New Code Through Ordinance No. 2175
- ♦ Conversion of the Code into an XML Document
- ♦ Organizational Analysis
- ♦ Editorial and Code Analysis
- ♦ Manuscript
- ♦ Editorial Work
- ♦ Proofreading
- ♦ Draft
- ♦ Duplication and Publication of 10 Code Volumes in Standard Imprinted Post Binders
- ♦ Comprehensive Index
- ♦ Disposition List (If Applicable)
- ♦ Derivation Table
- ♦ Title Tabs
- ♦ Code Adoption Legislation
- ♦ Updated Premium *eCode360*
- ♦ Shipping

Yearly Supplementation Charges

The charges for publishing supplements are based upon \$18 per page and \$10 per table, image, chart, or diagram included in each supplement. There is no minimum annual fee or retainer fee. Our Codes are set up in a style and format designed to keep the number of pages affected and your costs to a minimum.

*A "page" shall be defined as the printed area on one side of a sheet of paper; a sheet of paper may include two pages.

Optional Components

The following is available to you at an additional charge:

Please note: Additional Code books (in addition to the 10 Code books included in the base price) may also be ordered; pricing is available upon request.

Future Services

Code Watch - No Charge

This is an annual state law review which reports on the passage of new statutes that make it necessary to revise corresponding local ordinances, provided at no charge to our customers.

Future Statutory Updates \$795

This is a subscription service enabling the City to stay up to date with the latest statutory changes and providing supplemental pages reflecting new state laws.

Prices noted are valid for 6 months from the date of this proposal.

Appendix



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References By Position



We recently asked some of our clients if we could use their names as references when sending out new proposals. The message sent was as follows:

"Each time we respond to a request for a proposal from a new prospective city we are asked to give references. While I usually look for three or four cities in close proximity to the new city, it occurs to me that I have worked with and for you for many years. Therefore I would like to ask your permission to use your name as a reference that would put together satisfied clients by group i.e., city attorneys, city administrators, city clerks and other city officials. As always, I am truly grateful for your support.

*Thanks
Mike"*

Having sent out some forty plus requests, we got a tremendously supportive response from all. The following are direct quotations that epitomize the tone of those responses:

"Absolutely, Mike. I'm honored that you asked."

Paul Martin, City Attorney

"You may always use my name as a reference. You are the greatest ! I don't know what I would do without you !"

Diane Monteleone, City Administrator

"I would be honored for you to use my name and city as a reference."

June Waters, City Clerk

"Sure. I would be glad to help. Thank you for helping us through our re-codification process."

Sheila Smail, City Clerk

"Mike, use my name however you see fit. I am happy to assist you as I believe you do a great job and provide a great service."

Steve Garrett, City Attorney

"Mike, I absolutely will provide you with a strong reference."

Greg Beavers, City Administrator

"Of course, you can use me as reference. Thanks for thinking of me."

John Hessel, City Attorney

"Mike, I would be honored. Please do."

Kevin O'Keefe, City Attorney

"Mike - absolutely! Please add my name. I appreciate and respect all of the work that you have done."

Stephanie Karr, City Attorney

"I would be glad to be a reference for you. I think you and your staff do an outstanding job and I am very glad we chose Sullivan."

Cindy Simpson, City Clerk

References



City Attorneys:

City of Florissant	Mr. John Hessel/City Attorney	314-921-5700
City of Blue Springs	Ms. Nancy K. Yendes/City Attorney	816-228-0110
City of Hazelwood	Mr. Kevin O'Keefe/City Attorney	314-621-9550
City of St. Peters	Mr. Randy Weber/City Attorney	636-947 4700
City of Richmond Heights	Mr. Ken Heinz/City Attorney	314-645-0404
City of Town & Country	Mr. Steve Garrett/City Attorney	314-725-8788
City of Warrenton	Mr. Chris Graville/City Attorney	636-456-3535
City of Battlefield	Mr. Jim Kelly/City Attorney	417-732 8800
City of Ozark	Mr. David Colignon/City Attorney	417-581-2407
City of Olivette	Mr. Paul Martin/City Attorney	314-961-0097
City of Centralia	Mr. Merritt Beck/City Attorney	573-682 2114

City Administrators:

City of St. John	Mr. Connie Poteet/City Administrator	314-427-8700
City of Festus	Mr. Happy Welch/City Administrator	636-937-4694
City of Farmington	Mr. Greg Beavers/City Administrator	573-756-4413
City of Dexter	Mr. Mark Stidham/City Administrator	573-624-5959
City of Harrisonville	Mr. Keith Moody/City Administrator	816-380-8900
City of Louisiana	Mr. Bob Jenne/City Administrator	573-754-4132
City of Higginsville	Mr. Lee Barker/City Administrator	660-584-2106
City of Desloge	Mr. Greg Camp/City Administrator	573-431-3700
City of Brentwood	Ms. Bola Akande/City Administrator	314-962-4800

City Clerks:

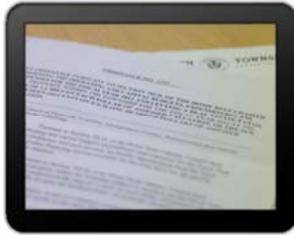
City of Clayton	Ms. June Waters/City Clerk	314-727-8100
City of Eureka	Mr. Ralph Lindsey/City Clerk	636-938-5233
City of Fenton	Ms. Diane Monteleone/City Clerk	636-343-1183
City of Wildwood	Ms. Lynne Greene-Beldner/City Clerk	636-458-0440
City of Ste. Genevieve	Ms. Pam Meyer/City Clerk	573-883-5400
City of Sikeston	Ms. Linda Lowes/ Gov. Services Dir.	573-471-2512
City of Aurora	Ms. Kathie Needham/City Clerk	417-678-5121
City of Monett	Ms. Janie Knight/City Clerk	417-235-3763
City of Carl Junction	Ms. Marybeth Matney/City Clerk	417-649-7237
City of Charleston	Ms. Marsha Hart/City Clerk	573-683-3325
City of Caruthersville	Ms. Melinda Scifres/City Clerk	573-333-2142
City of Kennett	Ms. Diane Risner/City Clerk	573-888-9001
City of Maryville	Ms. Sheila Smail/City Clerk	660-562-8001
City of Trenton	Ms. Cindy Simpson/City Clerk	660-359-2013
City of Parkville	Ms. Melissa McChesney/City Clerk	816-741-7676
City of Platte City	Ms. Amy Hubbard/City Clerk	816-858-3046
City of Hermann	Mrs. Patricia Heaney/City Clerk	573-486-5400
City of Washington	Mrs. Mary Trentmann/City Clerk	636-390-1000
City of Union	Mrs. Jonita Copelend/City Clerk	636-583-3600
City of Sullivan	Mrs. Janice Koch/City Clerk	573-468-4612
City of Osage Beach	Ms. Diann Warner/City Clerk	573-302-2000

Future Supplementation Services



Your Code is an evolving document.

After your new Code is delivered, in order to protect your investment and maintain an accurate and reliable resource, your Code should be kept up-to-date. General Code's supplementation services are designed to make the process easy, fast and accurate.



Materials

After the enactment of new legislation, the City can forward a copy by whatever method is most convenient.

- ♦ Electronic copies of the legislation can be sent via email to ezsupp@generalcode.com. A reply email will be sent confirming receipt of your transmission. We have other options for transferring large files and will provide the necessary information if requested.
- ♦ In addition, paper copies of as-adopted legislation can be sent via US Mail or by Fax to 585-328-8189, and a confirmation postcard will be returned upon receipt of materials.

General Code will hold legislation pending a pre-approved schedule, or begin the job, as directed by the City. Please note that charges for supplementation services are outside of the scope of this proposal and will be billed separately. An estimate of the charges applicable to a particular supplement is available upon request.

Posting of New Laws

Between regular Code supplements, General Code will temporarily attach (append) verbatim copies of new legislation to your online electronic Code to provide ready access to information until such time as the legislation can be codified through supplementation. If supplementation does not occur within one year of appending, General Code will remove the link to that new legislation.

Schedule

Supplements will be provided on a schedule designed to meet the needs of the City. Typical schedules may be quarterly, semiannual, or annual, or upon authorization by the City. Updates to the electronic version of the Code can occur on a more frequent schedule than printed supplements.

Our average turnaround time for processing routine supplementation is between 4 and 6 weeks.

Editorial Work on Your Supplement

The editorial work on your supplement specifically focuses on the new legislation being incorporated with each supplement. As part of our process for new legislation, we will do the following:

- ♦ Review the legislation to determine proper placement within the Code.
- ♦ Adhere to the structure and style contained in the ordinance, unless changes are required to ensure consistency in the Code.
- ♦ Use or impose section and subsection numbering.
- ♦ Create chapter, article, and section titles as appropriate.
- ♦ Add historical annotations as applicable.
- ♦ Correct misspellings so that searchability in *eCode360* is not compromised.
- ♦ Check and correct internal section hierarchy, capitalization, grammar, and punctuation.
- ♦ Check internal and statutory references.
- ♦ Correct any missing wording.

General Code will also update the Table of Contents and index. Editorial notes will be appended to sections that require additional explanation. Any tables, drawings, or other graphics as are required by the City shall be incorporated into the supplement, with improved presentation as necessary. Additionally, for print supplements, an Instruction Page will be created to advise how to insert and remove pages.



Printed Supplements

Amendments to the printed Code occur in the form of printed supplement pages that are issued as replacement pages. Printed supplements include updated Table of Contents, Disposition List, Index and text pages, as well as an Instruction Page.



Electronic Updates

Amendments to the electronic version of the Code can be provided on their own schedule or can accompany printed supplements. Electronic updates will have been incorporated into the Code, and a fully searchable, complete Code will be delivered online.



Delivery

Printed supplements to the Code will be delivered in bulk to the City, unless the City chooses to utilize General Code's Distribution Services. The website will be updated within one or two business days as electronic updates are delivered.

Why General Code?

Welcome to Civility.

As a values-based company, we adhere to the principles outlined in our Code of Engagement. We are committed to providing a higher standard of customer service, and believe that how we work with our clients is just as important as how we work amongst ourselves.

General Code brings civility to codification, by learning from over 50 years of experience and the constantly changing concerns and needs of our 3,000 customers, including 273 in Missouri. We civilize your experience by listening to you and focusing our efforts on meeting your objectives. Our editorial and technical professionals will offer you options, designed to meet your particular needs so that your Code can be constructed and used accordingly. This collaboration will enhance the long-term viability of your legislation and will allow you a level of customization that you will find invaluable.



Experience

- ◆ Over 3,000 clients in 39 states in the United States and Canada
- ◆ Serving local governments since 1962 — over 50 years of broad experience in all aspects of municipal codification
- ◆ Margaret A. Perry, your editor with over 30 years of experience in all aspects of editorial work and supervision of production
- ◆ Unparalleled reputation for quality and service
- ◆ Leader in providing technical and innovative codification solutions

Customer Service Orientation

- ◆ Highest customer satisfaction ratings
- ◆ Michael S. Perry, your local Account Manager in Missouri, with over 30 years of experience
- ◆ Quick responses to questions and commitment to person-to-person interaction
- ◆ Training and support on an ongoing basis
- ◆ Flexible billing plans tailored to meet the specific needs of each client



Professional and Experienced Staff

- ◆ Your Project Team will include members of our professional staff of over 100 employees, including attorneys, editors, and other codification specialists, producing over 100 new Code projects and over 2,000 supplements annually
- ◆ Team approach, to ensure availability of required personnel and resources until work is complete, as well as consistency and accessibility
- ◆ Full-time attorney editors, with extensive experience in both new Code projects, as well as supplementation of existing Codes, in numerous states
- ◆ Full-time Code editors, with experience in codification averaging over 15 years
- ◆ Specially trained data entry, proofreading, indexing and research staff

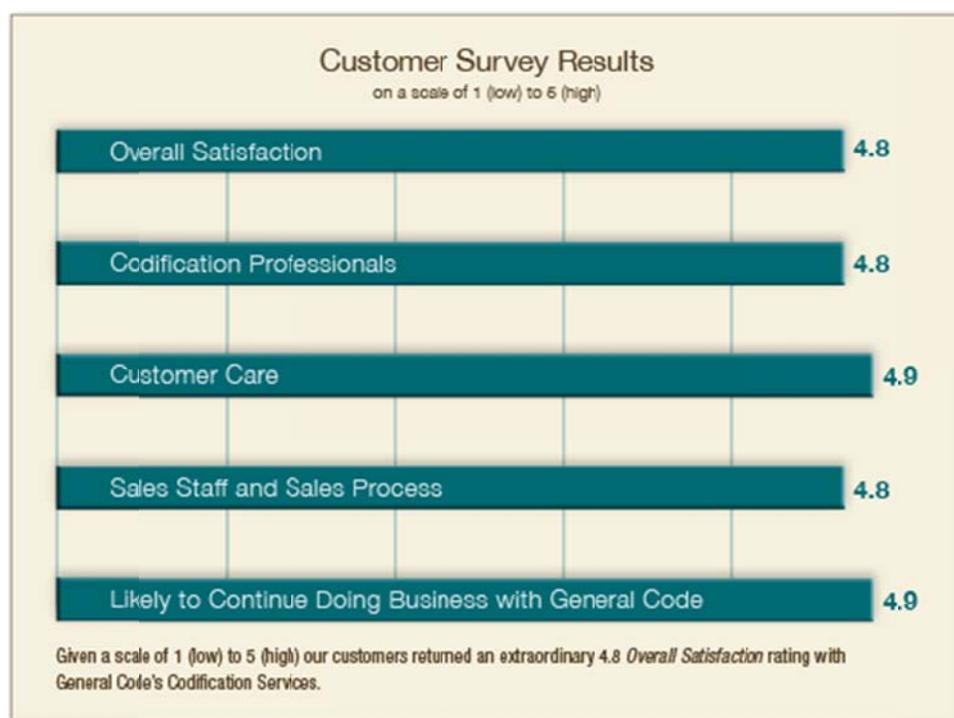


Client Experience

- ◆ User-friendly Code format and organizational system
- ◆ Fast, reliable, accurate supplementation
- ◆ Creative solutions for specific needs
- ◆ Free sample legislation service for clients

Customer Satisfaction

These survey results demonstrate the way our customers recognize and appreciate our passion for excellence and customer focus.



The Code of Engagement



Our Pledge to You

Our Code of Engagement is General Code's pledge to achieve a high standard, cultivate a long-term working relationship, and earn the status of being your trusted partner.

General Code is a values-based company. As such, our Code of Engagement is the set of principles guiding the way we conduct ourselves. It encompasses how we interact with our co-workers and our community, the way we treat you, the way we communicate with you, and the fact that you are not just our customer, you are our partner. Our Code of Engagement is founded on a set of seven values.

Honesty and Integrity

Every interaction will confirm that you are working with an ethical, conscientious, and trustworthy partner.

Delighting the Customer

We will anticipate, and often surpass, your expectations. We will be proactive and responsive to your needs.

Efficiency

You will receive high-quality products and services in the shortest possible time frame. These solutions will save you time and ease your workload.

Innovation and Creativity

We will stay in front of your ever-changing needs. Visionary thinking, resourcefulness, and technology leadership will make this possible.

Personal Responsibility

Every General Code employee will meet and exceed your expected level of product quality and service excellence.

Caring and Concern

You will receive service that is personable, warm, and reliable—an attentive relationship you can trust.

Teamwork

Across departments and at every level of our company, we will collaborate with each other and with you to meet your needs.

The General Code Codification Process At-a-Glance



Authorization and Agreement



Base Codification Project

\$ 14,700

Optional Components

Enroll in Future Statutory Updates \$ 0.00
(Annual Maintenance: \$795 after current year)

Total Investment

Including all of the options selected above, the project price will be: \$



The City of Wildwood, Missouri, hereby agrees to the procedures outlined above, and to General Code's Codification Terms and Conditions, which are available at www.generalcode.com/TCdocs, and are incorporated herein by reference, and authorizes General Code to proceed with the project.

CITY OF WILDWOOD, ST. LOUIS COUNTY, MISSOURI

By: _____ Witnessed by: _____
Title: _____ Title: _____
Date: _____ Date: _____

GENERAL CODE, LLC

By: _____ Witnessed by: _____
Title: _____ Title: _____
Date: _____ Date: _____

Please sign and return this page to General Code. A signed copy of this agreement will be mailed back to the City for its records.



MEMORANDUM

To: Administration/Public Works Committee Members

Cc: Mayor Bowlin and Planning/Parks Committee Members

From: Ryan S. Thomas, City Administrator

Date: September 2, 2016

Re: Proposed Audio/Video Enhancements in Council Chambers

Background

The Department has been reviewing options for improving the ability to view items currently shown on the floor monitor and back wall projection in the Council Chambers, and specifically from the Council dais.

Recommendation

It is recommended 19" monitors (11 total) be equally spaced across the Council dais, tilt-mounted at approximately 40° to prevent obscuring the view to the audience. The monitors would have a hard-wired connection to what is currently being displayed through the console. This would also allow for the elimination of the current floor monitor, which can block the view of those speaking from the podium. The audience would continue to view the display on the back wall projection, which I am also looking to improve. Attached is a proposal from the City's A/V consultant for the materials and labor required for the installation, which totals \$9,773.48.

Reasons for Recommendation

1. The proposed dais monitors would provide for a clean view of all items on display.
2. The tilt-mounted solution eliminates the blockage of sight lines, and provides for better room aesthetics.
3. A hard-wired solution improves reliability.
4. The sharing of monitors (spaced between seats) retains space for other paper meeting materials.
5. The elimination of the current monitor eliminates a sight obstruction at the podium.

Please note that \$10,000 was budgeted in 2016 for A/V improvements in the Council Chambers. Following some audio and cellular connectivity improvements completed earlier this year, a budget balance of approximately \$6,500 remains; therefore, to complete this work as proposed, an amendment to the City Hall Project Fund budget will be necessary (either through reducing the \$10,000 Landscaping Budget, or through an increase to the overall City Hall Project Fund budget, for which an unreserved fund balance of \$171,339 remains).

Planning Tomorrow Today®

I will be available for any comments or questions at the September 7, 2016 Meeting of the Administration/Public Works Committee.

RST

Customer:

City of Wildwood
16860 Main Street
Wildwood, MO 63040

Project: Video image distribution for the council members.



11840 Westline Industrial Drive
St Louis, MO 63146
314-909-1990 phone
314-909-1911 fax

Project Description:

Install listed equipment to provide monitors for each pair of council members. Signal displayed will be the same image that is sent to the projector.

Submitted By: Tim Landwehr

EQUIPMENT:

	<u>Product</u>	<u>Manufacturer</u>	<u>Model #</u>	<u>Qty.</u>	<u>Price</u>	<u>Extended Price</u>
1	Monitor tilt mount	Chief	KOW100B	11	\$109.60	\$1,205.60
2	HDMI distribution amplifier 1x8	Crestron	HD-DA8-4K-E	1	\$666.67	\$666.67
3	HDMI distribution amplifier 1x4	Crestron	HD-DA4-4K-E	1	\$333.33	\$333.33
4	HDMI extender set	Liberty	DL-HD100	1	\$344.73	\$344.73
5	RGB to HDMI scaler	Crestron	HD-Scaler-VGA-E	1	\$400.00	\$400.00
6	19" Monitor	Samsung	TBD	11	\$152.87	\$1,681.61
7	Custom Wood mounting block for Dias monitors	custom	misc	11	\$84.62	\$930.77
8	Patch cables	Kramer	misc	1	\$366.67	\$366.67
Equipment Sub Total						\$5,929.38

AV SERVICES:

Installation Labor & Materials	\$3,217.65
Project Management includes: Programming, Testing & Tuning, Training, Warranty, Drawings & Documentation	\$426.00
Shipping & Handling	\$200.45
AV Services Sub Total	\$3,844.10

Sales tax not included

Proposal valid for 30 days from:

7/11/2016

Grand Total

\$9,773.48

"CI Select is pleased to submit this proposal for your acceptance. Unless otherwise stated, quoted prices are based on normal working hours, M-F, 8am-4pm. Buyer is subject to applicable sales tax. Seller retains a purchase money interest. By accepting this proposal, you agree to our full terms & conditions – see our website at www.ciselect.com/terms. The deposit amount below is required within 5 days of order placement. A convenience fee of 2.75% applies to credit cards."



MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, PE, PTOE
Director of Public Works / City Engineer

Date: September 2, 2016

Re: Review of the Proposed Eatherton Road Pedestrian Bridge Project

Project History and Background

As you know, the Department of Public Works held a bid opening recently to award a project that would construct a proposed 2nd pedestrian bridge over State Route 100. The bid opening was the result of over two (2) years of effort on the part of the Departments of Public Works, Parks and Planning, as well as the City Council. Over the course of this two (2) year period, a planning session was held at its start to frame what type of bridge would be constructed and the characteristics it would include in its design, along with incorporating lighting, landscaping, and the development of plaza areas on either end of the proposed span. This design and engineering process resulted in a bridge with many of the characteristics of the City's first pedestrian bridge, but with more focus on its function as a component of the overall trail network along State Route 100.

This location has been considered by the City for a pedestrian bridge since the inception of the City's trail plan in 1998. After the initial approval of the first segment of trail along State Route 109 and plans for more miles of the same along State Route 100, a living bridge was planned, but postponed due to its design not being accepted by the City Council and the estimated cost being too high. Eventually, the bridge's design and location were changed to address the concerns with the original planned structure. The location of the proposed new bridge at Eatherton Road is shown on **Exhibit 1**.

Project Need

The proposed Eatherton Road Pedestrian Bridge over Route 100 will be a vital link in the overall Wildwood Greenway trail system, which has been under construction for many years. Planning for the Wildwood Greenway has been developed in conjunction with the Great Rivers Greenway (GRG), the St. Louis Regional Parks & Trails District, and is included with the City's Access & Mobility Plan which has been attached as **Exhibit 2**. More specifically, the proposed new pedestrian bridge will provide a safe connection across Route 100, a high speed, 4-lane urban expressway. Route 100, which is maintained by the Missouri Department of Transportation (MoDOT), carries about 20,000 vehicles per day and has a posted speed limit of 55 mph.

Planning Tomorrow Today

The Wildwood Greenway includes a system of shared use paths along both the north and south side of Route 100 and along Route 109. On Route 100, the shared use path extends from Pond Road (to the west) to the Wildwood City limit (on the east), a distance of more than 2 1/4 miles. To the east, the path has recently been extended to Old State Road in the City of Ellisville under the Great Streets project. The City of Wildwood plans to extend the Wildwood Greenway further to the west along Route 100 to Mueller Road in order to link with GRG's Western Greenway. To the north, the trail extends about 2 miles along Route 109 to Garden Valley Ct. To the south of the proposed bridge, the City plans to extend bike and pedestrian facilities along both Eatherton Road and along Route 109 to connect with Manchester Road. Manchester Road both east and west of Route 109 has been improved with bike lanes. The section of Manchester Road to the east of Route 109 has also been improved with sidewalks, which will be continuous to Route 100, after construction of our Manchester Road Streetscape Phase 3 Improvement Project.

Potential Usage

The bridge will provide a key linkage to the north and south sides of Route 100 within the Town Center and will provide improved access to the nearby Community Park. To provide a graphical illustration of the potential trail users, please refer to **Exhibits 3 and 4**, which show properties located within a 1/2 mile radius of both the existing Route 100 Pedestrian Bridge and the proposed bridge. It is interesting to see that a comparable number of properties currently lie within this half mile boundary – around 1,075-1,080 for each. However, when considering the proposed bridge, it is important to consider the impact of the proposed nearby residential development projects: the Villages of Bright Leaf and Main Street Crossing. These new subdivisions will add almost 300 new homes in close proximity to the new pedestrian bridge. Furthermore, potential trail users will be increased assuming that Ackerley Place subdivision is constructed to the west of Route 109. Ackerley Place will be tied to the trail system by the planned tunnel under Route 109 south of Route 100.

To help address the question of trail usage, the Department conducted a count of pedestrian and bicycle users on the existing pedestrian bridge over Route 100 (between Taylor Road and Westglen Farms Drive). The count covered the period from August 19-22, 2016. The results of the count are included as **Exhibit 5**. It is anticipated that the usage of the Eatherton Road Pedestrian Bridge will exceed the existing bridge. This is based on the fact that more residential properties will ultimately be located within close proximity of the proposed Eatherton Road Bridge and that the bridge will provide a desirable path to Community Park.

Route 109 Crossing Option

A question was raised regarding the potential to incorporate a pedestrian crossing within MoDOT's planned improvement project to re-deck and widen the Route 109 Bridge over Route 100. While MoDOT's project is currently planned for construction in 2018, the scope of work does not include a separate sidewalk or trail crossing on the widened bridge. In meetings with MoDOT, where the issue of pedestrian facilities has been discussed, MoDOT made two things clear:

1. MoDOT is not funding pedestrian facilities as part of their project. If the City desires them, all additional costs would be the responsibility of Wildwood.
2. MoDOT is not agreeable with crossing pedestrians at-grade over the current ramps adjacent to roundabouts at both the eastbound and westbound ramps. Any trail or path crossing over the ramps would require either a tunnel or a bridge.

To evaluate the feasibility of crossing pedestrians over Route 100 along Route 109, the Department of Public Works requested the engineering firm of HR Green to conceptually design such a crossing. The results of that design effort are shown graphically as **Exhibit 6**. The proposed crossing at Route 109 would include widening the bridge over 109 to add the trail, as well as installing two new tunnels – one for each ramp crossing. In order to address the differential in elevation between the proposed tunnels and the Route 109 Bridge, the trail would need to be lengthened with a switchback to accommodate the maximum 5% gradient which is required to meet ADA criteria.

Based on the conceptual design, the estimated cost to construct the crossing depicted on **Exhibit 6** is \$1,834,000 (see **Exhibit 7**). It is important to note that this cost is 34% above the low base bid amount of \$1,364,859 for the proposed pedestrian bridge at Eatherton Road. Accounting for the federal funds, the City's maximum cost for this project would be just under \$1M, further increasing the cost differential between the two locations. Thus, when compared to crossing at Route 109, the construction of the proposed Eatherton Road Pedestrian Bridge over Route 100 would be the least expensive crossing.

2004 Pedestrian Bridge Cost vs. 2016 Bridge Cost

A question was raised regarding the cost of the City's first pedestrian bridge over Route 100, which was constructed twelve years ago in 2004. The low bid from 2004 was from Pace Construction for \$1,085,000; however this is very misleading because the project included 8,000 feet of new trail construction.

In an attempt to provide an "apples to apples" comparison of the 2004 bid with the 2016 bid for construction of the Eatherton Road Pedestrian Bridge, the Department compared the cost to construct only the bridge portion of both projects.

A summary of the bridge costs and lengths are as follows:

Route 100 Pedestrian Bridges			
Year	Location	Length	Construction Cost
2004	1200' west of Westglen Farms Drive (over Route 100)	284'	\$409,356
2016	Eatherton Road (over Route 100)	334.75'	\$705,365

Bridge Length/Elevation:

The first bridge was a similar truss; however, the bridge was shorter at 284' vs. 334'-9" for the new bridge - an increase of 50.75' or 18%. Also, the first bridge was lower with a minimum vertical clearance of just under 27' vs. 40' for the new bridge. Thus, costs for the substructure and superstructure would be higher. If we assume the bridge should cost 18% more due to the increase in length, the 2004 bridge cost would increase from \$409,356 to \$483,040. (Note that the Department would argue that the 18% increase is conservative, as it does not fully consider the implications and extra costs of building the higher structure.)

Inflation:

If we account for 12 years of inflation, which averaged 3.16% annually over the period of 2004-2015, the 2004 bridge bid amount increases significantly from **\$483,040** to about **\$700,193** in 2016 dollars. (For inflation, our source is the "Annual Change of Construction Cost Index" as adapted by St. Louis County and the Engineering News Record (ENR)).

Therefore, when the adjusted amount of \$700,193 is compared to our 2016 bid by KCI of \$705,365 for the Eatherton Road Pedestrian Bridge, the bid looks reasonable.

Federal Funding

At the City Council meeting of August 22nd, there was much discussion regarding the federal funding that has been approved for construction of the project. To secure the funding, the City has entered into a funding agreement with MoDOT (see **Exhibit 8**). The federal funds will pay 80% of the cost of the project up to the amount of \$450,000. The federal funds are obligated by Congress through the Federal Highway Administration (FHWA) to MoDOT. MoDOT accordingly distributes these funds statewide as part of the Transportation Alternatives Program (TAP). TAP funds are required to be used only for non-motorized transportation projects, such as bicycle and pedestrian improvements.

With regard to use of TAP funds, two points should be made:

1. Forfeiture of Funds - If the federal TAP funds are not utilized by Wildwood on this project, we will forfeit their use. We can't move them to construct a similar crossing at Route 109. Forfeited funding will likely be utilized on another project by another municipality within the St. Louis area.
2. Reasonable Progress - Our funding agreement includes provisions that the City must meet certain requirements with regard to "Reasonable Progress" (see **Exhibit 8**, Paragraph 3). Essentially, this means we must meet the original schedule that we proposed when we applied for the funding. It is important to note that the agreement states that Wildwood may not be eligible for future Transportation Alternative funding if we fail to meet the reasonable progress policy.

Funds Expended To Date

The City has already approved and expended funds toward the design and engineering of the project. The total design cost for the project, which was previously approved by the City Council, was for the amount of \$92,211.18. This amount has been expended. In addition, the application for federal funds, which was previously approved by the City Council, required us to submit an application fee of \$2,250 to the East-West Gateway Council of Governments.

City Capital Improvement Funding

The City portion of the funding for this bridge has been established in the 2016 Capital Improvements Program. The amount the City Council approved for this use was \$1,200,000. Of this amount of funding, \$450,000.00 is being provided from the federal TAP funding grant.

It should be recognized that this project is funded through the Capital Improvements Sales Tax Fund rather than the General Fund. The Capital Improvements Sales Tax Fund is not affected by the recent changes to the St. Louis County sales tax pool. Those changes will affect the General Fund only.

Although the low bid is more than the budgeted amount, the Capital Improvements Program for 2016 also has funding for trail construction this year as well, which is a component of this pedestrian bridge project. On either end of the proposed bridge, connections are planned to the existing trail system in its vicinity. Therefore, the Department believes that, with some modifications to the budget components

associated with the project and trail construction, the low bid cost for this bridge can be met from current line item funding.

Bids Received

As you know, the Department of Public Works opened bids to construct this project on Wednesday, July 27. A total of six (6) bids were opened for the project, with KCI Construction Company, Inc. submitting the low base bid of \$1,364,859.00. The second lowest bid is from Gershenson Construction Company, Inc. with a base bid of \$1,379,591.75. The low base bid amount is approximately 10.2% over the Engineer's Estimate for the base bid of \$1,238,220. This overage could be attributed to a general underestimating of the bid unit prices on the Engineer's Estimate. (See **Exhibit 9** for the complete tabulation of bids.)

Recommendation

The Department of Public Works recommends authorizing a contract with KCI Construction for the State Route 100 Pedestrian Bridge Project, in the base bid amount of \$1,364,859, plus an \$85,000 contingency for additional work as identified by the Department. Accounting for the federal funds, the City's maximum cost for this project would be \$999,859.00.

Reasons for Recommendation

- As six bids were submitted, the Department is satisfied that competitive bids were received.
- KCI Construction submitted the lowest bid. While they have not completed a project for Wildwood, they have successfully completed numerous large projects around the St. Louis area.
- While the low bid was about 10% over the Engineer's Estimate, there are funds in the 2016 Capital Improvement Program for "Future Trail Development – Construction" which can be used to address the increase.
- A failure to award this project would result in the loss of the federal funds.

I will be available for any questions or comments at the September 7, 2016 Administration/Public Works Committee Meeting.

RCB

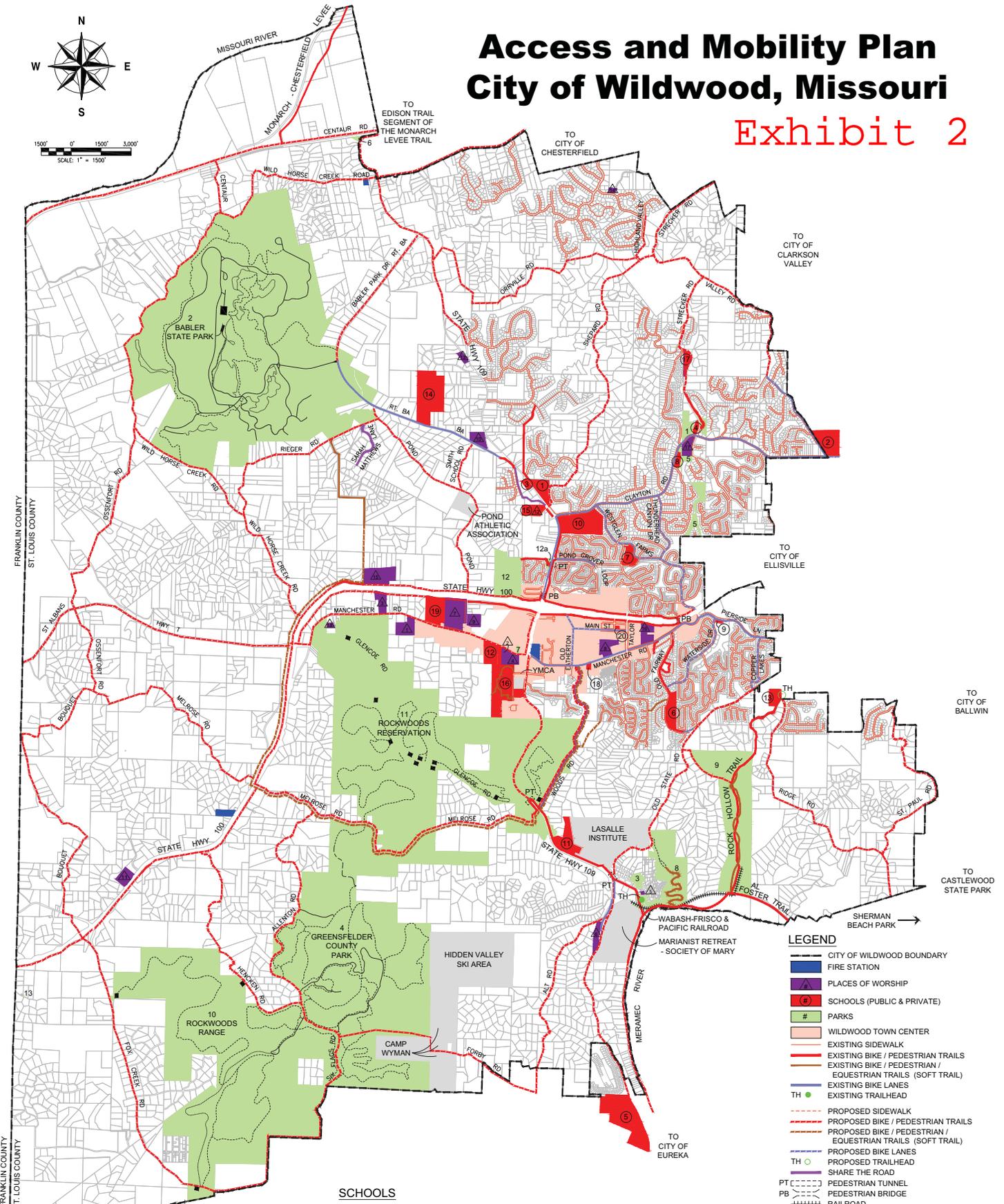
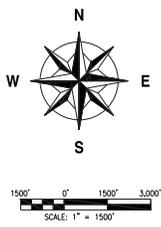


Exhibit 1

Proposed Pedestrian Bridge Location

Access and Mobility Plan City of Wildwood, Missouri

Exhibit 2



PARKS

1. ANNIVERSARY PARK
2. BABLER STATE PARK
3. GLENCOE PARK
4. GREENSFELDER COUNTY PARK
5. GREEN PINES - WINDING TRAILS
6. KOHN PARK
7. OLD POND SCHOOL
8. PACKWOOD PARK
9. QUAIL HOLLOW
10. ROCKWOODS RANGE
11. ROCKWOODS RESERVATION
12. COMMUNITY PARK
13. MEADOW FOREST MANORS

PARK LEGEND

- ROADS
- PARKING / BUILDING
- BIKING TRAILS
- HIKING / EQUESTRIAN TRAILS (SOFT TRAILS)

SCHOOLS

1. BABLER ELEMENTARY
2. CRESTVIEW MIDDLE (ELLISVILLE)
3. ELAINE ROSI ACADEMY
4. ELEGANT CHILD
5. EUREKA HIGH (EUREKA)
6. FAIRWAY ELEMENTARY
7. GREEN PINES ELEMENTARY
8. HOPE MONTESSORI - ANDREWS ACADEMY
9. APPLE HILL ACADEMY
10. LAFAYETTE HIGH
11. LASALLE SPRINGS MIDDLE
12. POND ELEMENTARY
13. RIDGE MEADOWS ELEMENTARY (ELLISVILLE)
14. ROCKWOOD VALLEY MIDDLE
15. ST. ALBAN ROE CATHOLIC
16. ST. LOUIS COMMUNITY COLLEGE
17. SHIA ISLAMIC EDUCATION CENTER & MOSQUE
18. TODAY'S CHILDREN
19. WILDWOOD MIDDLE
20. LINDENWOOD UNIVERSITY

PLACES OF WORSHIP

1. BETHEL METHODIST CHURCH
2. CHURCH OF JESUS CHRIST LATTER DAY SAINTS
3. CORNERSTONE BAPTIST CHURCH
4. CENTRAL PRESBYTERIAN CHURCH
5. GLENCOE COMMUNITY CHURCH OF GOD
6. HERITAGE PRESBYTERIAN CHURCH
7. LIVING WORD METHODIST CHURCH
8. NEW COMMUNITY CHURCH
9. FIRST BAPTIST CHURCH
10. LIFEPOINTE CHURCH
11. LAFAYETTE BIBLE BAPTIST CHURCH
12. ST. ALBAN ROE CATHOLIC CHURCH
13. ST. PAUL EVANGELICAL LUTHERAN CHURCH
14. UNION BAPTIST CHURCH OF CHESTERFIELD
15. WEST COUNTY COMMUNITY CHURCH
16. WILDWOOD CHRISTIAN CHURCH
17. WOODLAWN PRESBYTERIAN CHURCH
18. ROCKWOOD BIBLE CHURCH

LEGEND

- CITY OF WILDWOOD BOUNDARY
- FIRE STATION
- PLACES OF WORSHIP
- SCHOOLS (PUBLIC & PRIVATE)
- PARKS
- WILDWOOD TOWN CENTER
- EXISTING SIDEWALK
- EXISTING BIKE / PEDESTRIAN TRAILS
- EXISTING BIKE / PEDESTRIAN / EQUESTRIAN TRAILS (SOFT TRAIL)
- EXISTING BIKE LANES
- EXISTING TRAILHEAD
- PROPOSED SIDEWALK
- PROPOSED BIKE / PEDESTRIAN TRAILS
- PROPOSED BIKE / PEDESTRIAN / EQUESTRIAN TRAILS (SOFT TRAIL)
- PROPOSED BIKE LANES
- PROPOSED TRAILHEAD
- SHARE THE ROAD
- PEDESTRIAN TUNNEL
- PEDESTRIAN BRIDGE
- RAILROAD



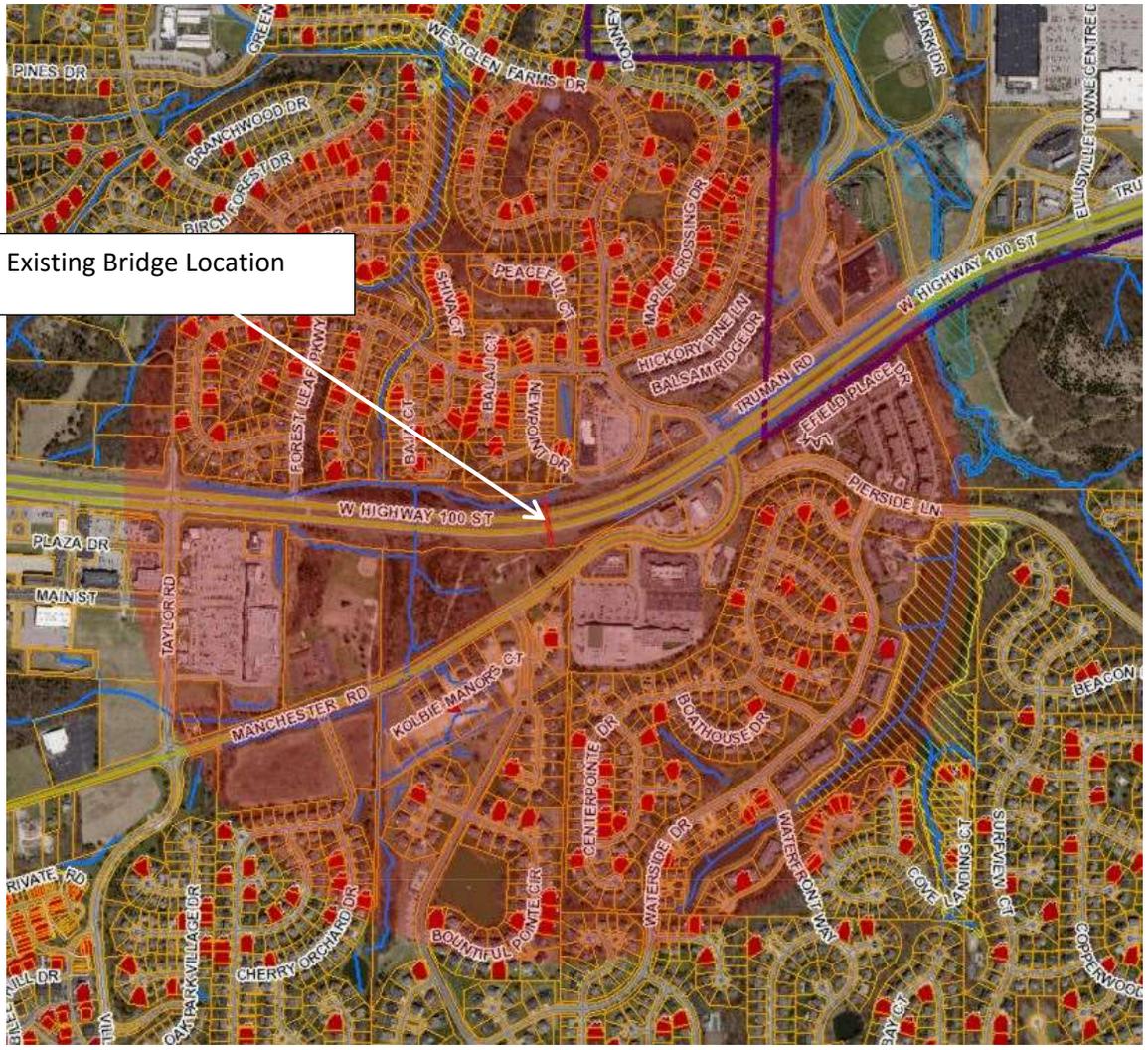
WILDWOOD



PREPARED BY:



LAND PLANNING
RECREATION PLANNING AND DESIGN
LANDSCAPE ARCHITECTURE
5004 CENTER ROAD
ST. LOUIS, MO 63112
314-991-4111 FAX:314-991-1718
MAY 2007
JULY 2010 REV.
JULY 2014 REV.



Existing Bridge Location

Exhibit 3

1/2 Mile Radius from Existing Pedestrian Bridge = 1080 Properties



Exhibit 4

1/2 Mile Radius from Proposed Bridge = 1075 Existing Properties
(With the Villages of Bright Leaf and Main Street Crossing this will increase to over 1400 properties)

Exhibit 5

Trail Count Data										
Peak Hour Data	West Leg			Bridge (South Leg)			East Leg			
Friday, August 26, 2016 (4PM-5PM)	To South	To West	To East	To West	To East	To South	To East	To South	To West	Total
Pedestrians	16	1	0	1	19	0	1	2	0	40
Bicycles	1	0	0	0	0	0	0	0	0	1
Saturday, August 27, 2016 (8:45AM-9:45AM)	To South	To West	To East	To West	To East	To South	To East	To South	To West	Total
Pedestrians	22	3	1	7	16	0	2	6	0	57
Bicycles	2	0	0	5	4	0	0	3	0	14
Sunday, August 28, 2016 (9AM-10AM)	To South	To West	To East	To West	To East	To South	To East	To South	To West	Total
Pedestrians	3	4	0	6	4	2	6	10	0	35
Bicycles	1	2	0	2	2	0	1	1	2	11
Monday, August 29, 2016 (7PM-8PM)	To South	To West	To East	To West	To East	To South	To East	To South	To West	Total
Pedestrians	5	3	0	4	5	0	1	1	0	19
Bicycles	0	1	0	2	2	0	5	0	0	10
Total Daily Users (6AM – 8:15PM)	West Leg			Bridge (South Leg)			East Leg			
Friday, August 26, 2016	To South	To West	To East	To West	To East	To South	To East	To South	To West	Total
Pedestrians	31	29	0	14	43	2	17	15	2	153
Bicycles	12	4	0	13	9	0	8	12	0	58
Saturday, August 27, 2016	To South	To West	To East	To West	To East	To South	To East	To South	To West	Total
Pedestrians	73	32	1	31	81	2	25	34	2	281
Bicycles	30	3	0	29	29	0	4	17	0	112
Sunday, August 28, 2016	To South	To West	To East	To West	To East	To South	To East	To South	To West	Total
Pedestrians	31	30	0	33	38	6	25	33	0	196
Bicycles	19	6	0	22	26	0	12	10	2	97
Monday, August 29, 2016	To South	To West	To East	To West	To East	To South	To East	To South	To West	Total
Pedestrians	25	24	1	20	20	2	15	17	1	125
Bicycles	12	6	0	8	17	0	9	9	0	61



Exhibit 6 PROJECT LOCATION

ROUTE 109 AT ROUTE 100 PEDESTRIAN CROSSING LOCATION STUDY

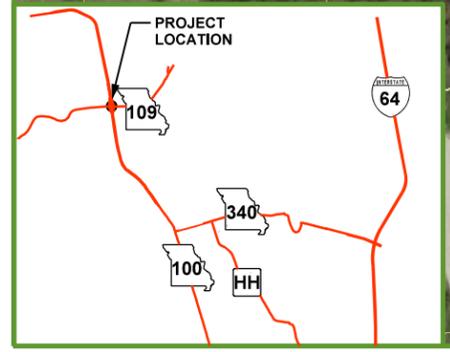
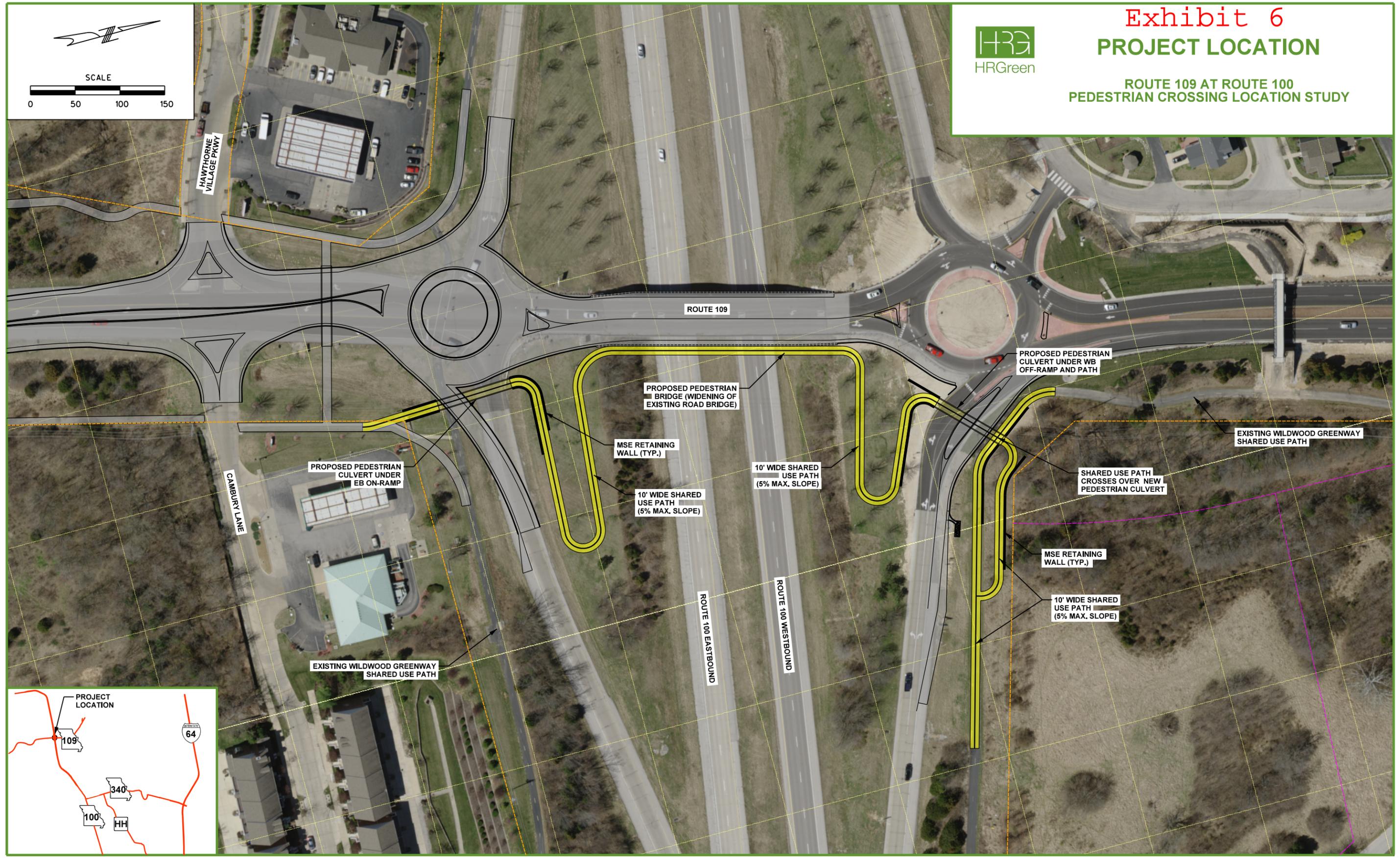
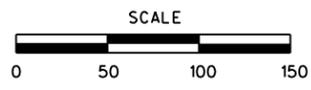


Exhibit 7

**PLANNING LEVEL
OPINION OF PROBABLE PROJECT COST
ROUTE 109 IMPROVEMENTS
Pedestrian Crossing Location Study
September 1, 2016**

Prepared by HR Green

ITEM NO.	ITEM	UNIT	TOTAL QUANTITY	UNIT PRICE	TOTAL
1.1 Demolition					
1.1.1	Pavement Removal	SY	489	\$ 5.00	\$2,444
1.1.2	Clearing and Grubbing	AC	1.00	\$ 5,000.00	\$5,000
1.2 Excavation and Grading					
1.2.1	Excavation and Grading, Unknown	% of 1.1.1, 2 & 1.4.1, 2 & 1.7.1	20%		\$93,088
1.3 Drainage					
1.3.1	Drainage, Unknown	% 1.4.1, 2 & 1.7.1	30%		\$137,398
1.4 Structures					
1.4.1	Retaining Wall	SF	5768.0	\$ 45.00	\$259,560
1.4.2	Box Culvert for Shared Use Path - 9' x 12'	LF	170.0	\$ 1,075.00	\$182,750
1.4.3	Bridge, Widening	SF	3,124	\$ 150.00	\$468,600
1.4.4	Bridge, Aesthetics (includes lighting)	% of 1.4.3	10%		\$46,860
1.4.5	Lighting for Culverts	% of 1.4.2	5%		\$9,138
1.5 Special Construction					
1.5.1	Erosion Control	% 1.4.1, 2 & 1.7.1	2%		\$9,160
1.5.2	Typical Utilities	% 1.4.1, 2 & 1.7.1	5%		\$22,900
1.6 Traffic Control					
1.6.1	Traffic Control	% 1.4.1, 2 & 1.7.1	6%		\$27,480
1.7 Pedestrian and Bicycle Facilities					
1.7.1	Shared Use Path (Asphalt)	TONS	285	\$ 55.00	\$15,684
1.7.2	6" Type 1 Aggregate Base	SY	1722	\$ 30.00	\$51,667
1.8 Miscellaneous					
1.8.1	Incidentals	% 1.4.1, 2 & 1.7.1	20%		\$91,599
1.8.2	Mobilization	% of Above	8%		\$116,065
1.8.3	Contingency	% of Above	10%		\$145,081
Subtotal Construction (Current Year)					\$1,711,952
Years until Construction			2		
Total Construction (Construction Year)					\$1,834,000
Assuming 3.5% Inflation					



Exhibit 8

CCO Form: FS25
Approved: 04/95 (MGB)
Revised: 01/15 (MWH)
Modified:

Wildwood
MO 100 Pedestrian Bridge

CFDA Number:
CFDA Title: Highway Planning and Construction
Award name/number: TAP 5500 - (680)
Award Year: (2015)
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 Wildwood (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 23 U.S.C. MAP-21 §1122, §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 enhancement 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: MO Route 100 Pedestrian Bridge.

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: No acquisition of additional right of way is anticipated in connection with Project TAP-5500(680) or contemplated by this Agreement.

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

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

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

(A) Any federal funds for project activities shall only be available for reimbursement of eligible costs which have been incurred by City. Any costs incurred by City prior to authorization from FHWA and notification to proceed from the Commission are **not** reimbursable costs. The federal share for this project will be 80 percent not to exceed \$450,000. The calculated federal share for seeking federal reimbursement of participating costs for the herein improvements will be determined by dividing the total federal funds applied to the project by the total participating costs. Any costs for the herein improvements which exceed any federal reimbursement or are

not eligible for federal reimbursement shall be the sole responsibility of City. The Commission shall not be responsible for any costs associated with the herein improvement unless specifically identified in this Agreement or subsequent written amendments.

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

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

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

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

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

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

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

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

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

(26) OMB AUDIT: If the City expend(s) five hundred thousand dollars (\$500,000) or more in a year in federal financial assistance it is required to have an independent annual audit conducted in accordance with OMB Circular A-133. 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 OMB Circular A-133, if the City expend(s) less than five hundred thousand dollars (\$500,000) 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 9th day of March, 2015

Executed by the Commission this 28 day of May, 2015.

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

Harvey Phoney

Title Assistant Chief Engineer

CITY OF WILDWOOD

By *Lizbeth Smith*

Title Mayor

ATTEST:

Robert J. Felle

Secretary to the Commission

ATTEST:

By *Lynne Brew-Bellman*

Title City Clerk

Approved as to Form:

Robert J. Felle

Commission Counsel

Approved as to Form:

Robert J. Felle

Title City Attorney

Ordinance No 2090

Exhibit A

ROUTE 100 PEDESTRIAN BRIDGE Aerial Map of Project Vicinity



Exhibit B – Project Schedule

Project Description: TAP-5500(680) MO Route 100 Pedestrian Bridge

Task	Date
Date funding is made available or allocated to recipient	2/2015
Solicitation for Professional Engineering Services (advertised)	n/a
Engineering Services Contract Approved	n/a
Conceptual Study (if applicable)	n/a
Preliminary and Right-of-Way Plans Submittal (if Applicable)	2/2015
Plans, Specifications & Estimate (PS&E) Submittal	4/2015
Plans, Specifications & Estimate (PS&E) Approval	4/2015
Advertisement for Letting	5/2015
Bid Opening	6/2015
Construction Contract Award or Planning Study completed (REQUIRED)	7/2015

*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

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ATTACHMENTS

- A. Employment Preference for Appalachian Contracts
(Included in Appalachian contracts only)

I. GENERAL

1. 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.

2. Except as otherwise provided for in each section, the contractor shall insert in each subcontract all of the stipulations contained in these Required Contract Provisions, and further require their inclusion in any lower tier subcontract or purchase order that may in turn be made. The Required Contract Provisions shall not be incorporated by reference in any case. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with these Required Contract Provisions.

3. A breach of any of the stipulations contained in these Required Contract Provisions shall be sufficient grounds for termination of the contract.

4. A breach of the following clauses of the Required Contract Provisions may also be grounds for debarment as provided in 29 CFR 5.12:

Section I, paragraph 2;
Section IV, paragraphs 1, 2, 3, 4, and 7;
Section V, paragraphs 1 and 2a through 2g.

5. Disputes arising out of the labor standards provisions of Section IV (except paragraph 5) and Section V of these Required Contract Provisions shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor (DOL) as set forth in 29 CFR 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 DOL, or the contractor's employees or their representatives.

6. **Selection of Labor:** During the performance of this contract, the contractor shall not:

a. discriminate against labor from any other State, possession, or territory of the United States (except for employment preference for Appalachian contracts, when applicable, as specified in Attachment A), or

b. employ convict labor for any purpose within the limits of the project unless it is labor performed by convicts who are on parole, supervised release, or probation.

II. NONDISCRIMINATION

(Applicable to all Federal-aid construction contracts and to all

related subcontracts of \$10,000 or more.)

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 and 41 CFR 60) 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 Equal Opportunity Construction Contract Specifications set forth under 41 CFR 60-4.3 and the provisions of the American 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 State highway agency (SHA) and the Federal Government in carrying out EEO obligations and in their review of his/her activities under the contract.

b. The contractor will accept as his 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, preapprenticeship, and/or on-the-job training."

2. **EEO Officer:** The contractor will designate and make known to the SHA contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active contractor program of EEO 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 minority group employees.

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 minority groups 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 minority group applicants. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority group 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, he is expected to observe the provisions of that agreement to the extent that the system permits the contractor's compliance with EEO contract provisions. (The DOL has held that where implementation of such agreements have the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Executive Order 11246, as amended.)

c. The contractor will encourage his present employees to refer minority group applicants for employment. Information and procedures with regard to referring minority group 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 his 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 his avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minority group and women employees, and applicants for employment.

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. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision.

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 minority group and women employees 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 his/her best efforts to obtain the cooperation of such unions to increase opportunities for

minority groups and women within the unions, and to effect referrals by such unions of minority and female employees. 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 best efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minority group members and women for membership in the unions and increasing the skills of minority group employees and women so that they may qualify for higher paying employment.

b. The contractor will use best 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 SHA 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 minority and women 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 minority group persons and women. (The DOL has held that it shall be no excuse that the union with which the contractor has a collective bargaining agreement providing for exclusive referral failed to refer minority employees.) 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 SHA.

8. 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.

a. The contractor shall notify all potential subcontractors and suppliers of his/her EEO obligations under this contract.

b. Disadvantaged business enterprises (DBE), as defined in 49 CFR 23, shall have equal opportunity to compete for and perform subcontracts which the contractor enters into pursuant to this contract. The contractor will use his best efforts to solicit bids from and to utilize DBE subcontractors or subcontractors with meaningful minority group and female representation among their employees. Contractors shall obtain lists of DBE construction firms from SHA personnel.

c. The contractor will use his best efforts to ensure subcontractor compliance with their EEO obligations.

9. 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 completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the SHA and the FHWA.

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

(1) The number 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;

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minority and female employees; and

(4) The progress and efforts being made in securing the services of DBE subcontractors or subcontractors with meaningful minority and female representation among their employees.

b. The contractors will submit an annual report to the SHA

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. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data.

III. NONSEGREGATED FACILITIES

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$10,000 or more.)

a. By submission of this bid, the execution of this contract or subcontract, or the consummation of this material supply agreement or purchase order, as appropriate, the bidder, Federal-aid construction contractor, subcontractor, material supplier, or vendor, as appropriate, certifies that the firm does not maintain or provide for its employees any segregated facilities at any of its establishments, and that the firm does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The firm agrees that a breach of this certification is a violation of the EEO provisions of this contract. The firm further certifies that no employee will be denied access to adequate facilities on the basis of sex or disability.

b. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants and other eating areas, timeclocks, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive, or are, in fact, segregated on the basis of race, color, religion, national origin, age or disability, because of habit, local custom, or otherwise. The only exception will be for the disabled when the demands for accessibility override (e.g. disabled parking).

c. The contractor agrees that it has obtained or will obtain identical certification from proposed subcontractors or material suppliers prior to award of subcontracts or consummation of material supply agreements of \$10,000 or more and that it will retain such certifications in its files.

IV. PAYMENT OF PREDETERMINED MINIMUM WAGE

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural minor collectors, which are exempt.)

1. General:

a. All mechanics and laborers 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 (29 CFR 3) issued by the Secretary of Labor under the Copeland Act (40 U.S.C. 276c)] the full amounts of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment. The payment shall be computed at wage rates not less than those contained in the wage determination of the Secretary of Labor (hereinafter "the wage determination") which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor or its subcontractors and such laborers and mechanics. The wage determination (including any additional classifications and wage rates conformed under paragraph 2 of this Section IV and the DOL poster (WH-1321) or Form FHWA-1495) 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. For the purpose of this Section, contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act (40 U.S.C. 276a) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Section IV, paragraph 3b, hereof. Also, for the purpose of this Section, 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 paragraphs 4 and 5 of this Section IV.

b. 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.

c. All rulings and interpretations of the Davis-Bacon Act and related acts contained in 29 CFR 1, 3, and 5 are herein incorporated by reference in this contract.

2. Classification:

a. The SHA contracting officer shall require that any class of laborers or mechanics employed under the contract, which is not listed in the wage determination, shall be classified in conformance with the wage determination.

b. The contracting officer shall approve an additional classification, wage rate and fringe benefits only when the following criteria have been met:

(1) the work to be performed by the additional classification requested is not performed by a classification in the wage determination;

(2) the additional classification is utilized in the area by the construction industry;

(3) the proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination; and

(4) with respect to helpers, when such a classification prevails in the area in which the work is performed.

c. If the contractor or subcontractors, as appropriate, the laborers and mechanics (if known) to be employed in the additional classification 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 DOL, Administrator of the Wage and Hour Division, Employment Standards Administration, Washington, D.C. 20210. The Wage and Hour 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.

d. In the event the contractor or subcontractors, as appropriate, the laborers or mechanics to be employed in the additional 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. Said 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.

e. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 2c or 2d of this Section IV shall be paid to all workers performing work in the additional classification from the first day on which work is performed in the classification.

3. Payment of Fringe Benefits:

a. 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 or subcontractors, as appropriate, shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly case equivalent thereof.

b. If the contractor or subcontractor, as appropriate, does not make payments to a trustee or other third person, he/she may consider as a 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.

4. Apprentices and Trainees (Programs of the U.S. DOL) and Helpers:

a. Apprentices:

(1) 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 DOL, Employment and Training Administration, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau, or if a person is employed in his/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 Bureau of Apprenticeship and Training or a State apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice.

(2) The allowable ratio of apprentices to journeyman-level employees 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 employee 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 listed in 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 or subcontractor 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-level hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

(3) 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 journeyman-level 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 for the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

(4) In the event the Bureau of Apprenticeship and Training, or a State apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor or subcontractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the comparable work performed by regular employees until an acceptable program is approved.

b. Trainees:

(1) 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 DOL, Employment and Training Administration.

(2) The ratio of trainees to journeyman-level employees on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. 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.

(3) Every trainee must be paid at not less than the rate specified in the approved program for his/her level of progress, expressed as a percentage of the journeyman-level 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-level wage rate on the wage determination which provides for less than full fringe benefits for apprentices, in which case such trainees shall receive the same fringe benefits as apprentices.

(4) In the event the Employment and Training Administration withdraws approval of a training program, the contractor or subcontractor 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. Helpers:

Helpers will be permitted to work on a project if the helper classification is specified and defined on the applicable wage determination or is approved pursuant to the conformance procedure set forth in Section IV.2. Any worker listed on a payroll at a helper wage rate, who is not a helper under a approved definition, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

5. 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.

6. Withholding:

The SHA shall upon its own action or upon written request of an authorized representative of the DOL withhold, or cause to be withheld, from the contractor or subcontractor 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, as 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 SHA contracting officer 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.

7. Overtime Requirements:

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers, mechanics, watchmen, or guards (including apprentices, trainees, and helpers described in paragraphs 4 and 5 above) shall require or permit any laborer, mechanic, watchman, or guard in any workweek in which he/she is employed on such work, to work in excess of 40 hours in such workweek unless such laborer, mechanic, watchman, or guard receives compensation at a rate not less than one-and-one-half times his/her basic rate of pay for all hours worked in excess of 40 hours in such workweek.

8. Violation:

Liability for Unpaid Wages; Liquidated Damages: In the event of any violation of the clause set forth in paragraph 7 above, the contractor and any subcontractor responsible thereof shall be liable to the affected employee for his/her 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, mechanic, watchman, or guard employed in violation of the clause set forth in paragraph 7, in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of the standard work week of 40 hours without payment of the overtime wages required by the clause set forth in paragraph 7.

9. Withholding for Unpaid Wages and Liquidated Damages:

The SHA shall upon its own action or upon written request of any authorized representative of the DOL withhold, or cause to be withheld, from any monies 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 8 above.

V. STATEMENTS AND PAYROLLS

(Applicable to all Federal-aid construction contracts exceeding \$2,000 and to all related subcontracts, except for projects located on roadways classified as local roads or rural collectors, which are exempt.)

1. Compliance with Copeland Regulations (29 CFR 3):

The contractor shall comply with the Copeland Regulations of the Secretary of Labor which are herein incorporated by reference.

2. Payrolls and Payroll Records:

a. Payrolls and basic records relating thereto shall be maintained by the contractor and each subcontractor during the course of the work and preserved for a period of 3 years from the date of completion of the contract for all laborers, mechanics, apprentices, trainees, watchmen, helpers, and guards working at the site of the work.

b. The payroll records shall contain the name, social security number, and address of each such employee; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalent thereof 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. In addition, for Appalachian contracts, the payroll records shall contain a notation indicating whether the employee does, or does not, normally reside in the labor area as defined in Attachment A, paragraph 1. Whenever the Secretary of Labor, pursuant to Section IV, paragraph 3b, has found 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 and each subcontractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, that the plan or program has been communicated in writing to the laborers or mechanics affected, and show the cost anticipated or the actual cost incurred in providing benefits. Contractors or subcontractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprentices and trainees, and ratios and wage rates prescribed in the applicable programs.

c. Each contractor and subcontractor shall furnish, each week in which any contract work is performed, to the SHA resident engineer a payroll of wages paid each of its employees (including apprentices, trainees, and helpers, described in Section IV, paragraphs 4 and 5, and watchmen and guards engaged on work during the preceding weekly payroll period). The payroll submitted shall set out accurately and completely all of the information required to be maintained under paragraph 2b of this Section V. This information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be purchased from the Superintendent of Documents (Federal stock number 029-005-0014-1), U.S. Government Printing Office, Washington, D.C. 20402. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors.

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

(1) that the payroll for the payroll period contains the information required to be maintained under paragraph 2b of this Section V and that such information is correct and complete;

(2) that such 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 the Regulations, 29 CFR 3;

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

e. 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 2d of this Section V.

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

g. The contractor or subcontractor shall make the records required under paragraph 2b of this Section V available for inspection, copying, or transcription by authorized representatives of the SHA, the FHWA, or the DOL, 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 SHA, the FHWA, the DOL, or all may, after written notice to the contractor, sponsor, applicant, or owner, take such actions 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.

VI. RECORD OF MATERIALS, SUPPLIES, AND LABOR

1. On all Federal-aid contracts on the National Highway System, except those which provide solely for the installation of protective devices at railroad grade crossings, those which are constructed on a force account or direct labor basis, highway beautification contracts, and contracts for which the total final construction cost for roadway and bridge is less than \$1,000,000 (23 CFR 635) the contractor shall:

a. Become familiar with the list of specific materials and supplies contained in Form FHWA-47, "Statement of Materials and Labor Used by Contractor of Highway Construction Involving Federal Funds," prior to the commencement of work under this contract.

b. Maintain a record of the total cost of all materials and supplies purchased for and incorporated in the work, and also of the quantities of those specific materials and supplies listed on Form FHWA-47, and in the units shown on Form FHWA-47.

c. Furnish, upon the completion of the contract, to the SHA resident engineer on Form FHWA-47 together with the data required in paragraph 1b relative to materials and supplies, a final labor summary of all contract work indicating the total hours worked and the total amount earned.

2. At the prime contractor's option, either a single report covering all contract work or separate reports for the contractor and for each subcontract shall be submitted.

VII. SUBLETTING OR ASSIGNING THE CONTRACT

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 State. 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).

a. "Its own organization" shall be construed to include only workers employed and paid directly 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, assignee, or agent of the prime contractor.

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 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 VII 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 SHA 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 SHA 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 SHA has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

VIII. SAFETY: ACCIDENT PREVENTION

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 SHA 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. 333).

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. 333).

IX. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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, the following notice 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:

NOTICE TO ALL PERSONNEL ENGAGED ON FEDERAL-AID HIGHWAY PROJECTS

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 not more than \$10,000 or imprisoned not more than 5 years or both."

X. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

(Applicable to all Federal-aid construction contracts and to all related subcontracts of \$100,000 or more.)

By submission of this bid or the execution of this contract, or subcontract, as appropriate, the bidder, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any facility that is or will be utilized in the performance of this contract, unless such contract is exempt under the Clean Air Act, as amended (42 U.S.C. 1857 *et seq.*, as amended by Pub.L. 91-604), and under the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 *et seq.*, as amended by Pub.L. 92-500), Executive Order 11738, and regulations in implementation thereof (40 CFR 15) is not listed, on the date of contract award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities pursuant to 40 CFR 15.20.

2. That the firm agrees to comply and remain in compliance with all the requirements of Section 114 of the Clean Air Act and Section 308 of the Federal Water Pollution Control Act and all regulations and guidelines listed thereunder.

3. That the firm shall promptly notify the SHA of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility that is or will be utilized for the contract is under consideration to be listed on the EPA List of Violating Facilities.

4. That the firm agrees to include or cause to be included the requirements of paragraph 1 through 4 of this Section X in every nonexempt subcontract, and further agrees to take such action as the government may direct as a means of enforcing such requirements.

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

1. Instructions for Certification - Primary Covered Transactions:

(Applicable to all Federal-aid contracts - 49 CFR 29)

a. By signing and submitting this proposal, the prospective primary 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 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 primary 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 department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this

transaction for cause of default.

d. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if any time the prospective primary 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," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations.

f. The prospective primary 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 primary 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 Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

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 may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the nonprocurement portion of the "Lists of Parties Excluded From Federal Procurement or Nonprocurement Programs" (Nonprocurement List) which is compiled by the General Services Administration.

i. 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.

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.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

b. Have not within a 3-year period preceding this proposal been convicted of or had a civil judgement 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;

c. 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 1b of this certification; and

d. Have not within a 3-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

2. Where the prospective primary 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 Covered Transactions:

(Applicable to all subcontracts, purchase orders and other lower tier transactions of \$25,000 or more - 49 CFR 29)

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," "primary covered transaction," "participant," "person," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.

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.

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 may decide the method and

frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

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 Covered Transactions:

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 participation in this transaction 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.

XII. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

(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 his or her bid or proposal that he or she 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 PREFERENCE FOR
APPALACHIAN CONTRACTS**
(Applicable to Appalachian contracts only.)

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 he 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, he 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 1 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 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.



		Eatherton Road Pedestrian Bridge - TAP-5500(680)															
		ITEMIZED BID ITEMS - BID OPENING AT 10:00 AM ON JULY 27, 2016				KCI CONSTRUCTION CO., INC.		GERSHENSON CONSTRUCTION CO., INC.		KOZENY-WAGNER, INC.		R.V. WAGNER, INC.		KRUPP CONSTRUCTION		PHILLIPS HARDY, INC.	
LINE NUMBER	ITEM NUMBER	ITEM DESCRIPTION	UNITS	QUANTITY	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	UNIT PRICE	EXTENDED PRICE	
BIKE/PEDESTRIAN FACILITIES ITEMS																	
1	201-99.01	Clearing and Grubbing	LS	1	\$10,000.00	\$10,000.00	\$10,130.00	\$10,130.00	\$55,000.00	\$55,000.00	\$27,500.00	\$27,500.00	\$12,700.00	\$12,700.00	\$21,300.00	\$21,300.00	
2	202-20.10	Removal of Improvements	LS	1	\$5,500.00	\$5,500.00	\$44,830.00	\$44,830.00	\$15,000.00	\$15,000.00	\$8,000.00	\$8,000.00	\$15,000.00	\$15,000.00	\$5,930.00	\$5,930.00	
3	206-10.00	Class 1 Excavation	CY	19	\$40.00	\$760.00	\$63.00	\$1,197.00	\$55.00	\$1,045.00	\$82.00	\$1,558.00	\$150.00	\$2,850.00	\$82.00	\$1,558.00	
4	207-10.00	Linear Grading Class 1	STA	4	\$1,550.00	\$6,200.00	\$2,780.00	\$11,120.00	\$1,450.00	\$5,800.00	\$8,400.00	\$33,600.00	\$2,300.00	\$9,200.00	\$1,110.00	\$4,440.00	
5	304-05.04	Type 5 Aggregate for Base (4 Inches Thick)	SY	690	\$12.00	\$8,280.00	\$7.90	\$5,451.00	\$13.50	\$9,315.00	\$8.00	\$5,520.00	\$12.50	\$8,625.00	\$10.50	\$7,245.00	
6	401-99.05	Bituminous Pavement (6 Inches Thick)	SY	300	\$60.00	\$18,000.00	\$39.30	\$11,790.00	\$57.00	\$17,100.00	\$78.00	\$23,400.00	\$55.50	\$16,650.00	\$82.50	\$24,750.00	
7	502-99.05	6 Inch P.C. Concrete	SY	280	\$90.00	\$25,200.00	\$59.60	\$16,688.00	\$68.00	\$19,040.00	\$62.00	\$17,360.00	\$78.00	\$21,840.00	\$170.00	\$47,600.00	
8	606-99.01	Type E Median Pier Protection	LS	1	\$18,000.00	\$18,000.00	\$18,900.00	\$18,900.00	\$18,000.00	\$18,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$21,000.00	\$56,900.00	\$56,900.00	
9	607-11.02	Modified Concrete Gutter Type B	LF	263	\$45.00	\$11,835.00	\$34.60	\$9,099.80	\$66.00	\$17,358.00	\$61.00	\$16,043.00	\$42.00	\$11,046.00	\$82.00	\$21,566.00	
10	612-20.14	Impact Attenuator (14 Sand Barrels)	EA	2	\$3,000.00	\$6,000.00	\$3,990.00	\$7,980.00	\$3,800.00	\$7,600.00	\$4,400.00	\$8,800.00	\$4,300.00	\$8,600.00	\$4,320.00	\$8,640.00	
11	612-20.20	Replacement Sand Barrel	EA	8	\$250.00	\$2,000.00	\$472.00	\$3,776.00	\$450.00	\$3,600.00	\$525.00	\$4,200.00	\$500.00	\$4,000.00	\$512.00	\$4,096.00	
12	616-10.05	Construction Signs	SF	340	\$7.00	\$2,380.00	\$7.35	\$2,499.00	\$7.00	\$2,380.00	\$11.50	\$3,910.00	\$10.00	\$3,400.00	\$11.50	\$3,910.00	
13	616-10.08	Advanced Warning Rail System	EA	6	\$35.00	\$210.00	\$36.80	\$220.80	\$35.00	\$210.00	\$64.00	\$384.00	\$55.00	\$330.00	\$62.50	\$375.00	
14	616-10.09	Flag Assembly	EA	16	\$25.00	\$400.00	\$26.30	\$420.80	\$25.00	\$400.00	\$30.00	\$480.00	\$25.00	\$400.00	\$28.50	\$456.00	
15	616-10.25	Channelizer (Trim Line)	EA	400	\$22.00	\$8,800.00	\$23.10	\$9,240.00	\$22.00	\$8,800.00	\$25.00	\$10,000.00	\$22.00	\$8,800.00	\$25.00	\$10,000.00	
16	616-10.30	Type III Moveable Barricade	EA	5	\$125.00	\$625.00	\$131.00	\$655.00	\$125.00	\$625.00	\$145.00	\$725.00	\$125.00	\$625.00	\$142.00	\$710.00	
17	616-10.40	Flashing Arrow Panel	EA	2	\$850.00	\$1,700.00	\$892.00	\$1,784.00	\$850.00	\$1,700.00	\$1,200.00	\$2,400.00	\$1,000.00	\$2,000.00	\$1,140.00	\$2,280.00	
18	616-10.98	Changeable Message Sign, Contractor Furnished, Contractor Retained	EA	4	\$2,000.00	\$8,000.00	\$3,150.00	\$12,600.00	\$3,000.00	\$12,000.00	\$3,750.00	\$15,000.00	\$3,200.00	\$12,800.00	\$3,640.00	\$14,560.00	
19	617-36.00D	Temporary Traffic Barrier, Contractor Furnished/Retained	LF	600	\$23.00	\$13,800.00	\$27.20	\$16,320.00	\$25.90	\$15,540.00	\$32.00	\$19,200.00	\$26.00	\$15,600.00	\$29.50	\$17,700.00	
20	618-10.00	Mobilization	LS	1	\$180,000.00	\$180,000.00	\$85,000.00	\$85,000.00	\$107,000.35	\$107,000.35	\$147,000.00	\$147,000.00	\$150,000.00	\$150,000.00	\$101,000.00	\$101,000.00	
21	627-40.00	Contractor Furnished Surveying and Staking	LS	1	\$5,000.00	\$5,000.00	\$6,825.00	\$6,825.00	\$4,813.00	\$4,813.00	\$8,700.00	\$8,700.00	\$11,000.00	\$11,000.00	\$4,730.00	\$4,730.00	
22	701-11.07	Drilled Shafts (4 Ft. 6 In. Diameter)	LF	3	\$1,000.00	\$3,000.00	\$1,065.00	\$3,195.00	\$525.00	\$1,575.00	\$1.00	\$3.00	\$450.00	\$1,350.00	\$1,590.00	\$4,770.00	
23	701-12.06	Rock Sockets (4 Ft. 0 In. Diameter)	LF	24	\$650.00	\$15,600.00	\$676.00	\$16,224.00	\$705.00	\$16,920.00	\$1,550.00	\$37,200.00	\$400.00	\$9,600.00	\$1,670.00	\$40,080.00	
24	701-13.00	Supplementary Television Camera Inspection	EA	1	\$2,500.00	\$2,500.00	\$630.00	\$630.00	\$2,000.00	\$2,000.00	\$875.00	\$875.00	\$1,300.00	\$1,300.00	\$569.00	\$569.00	
25	701-14.00	Foundation Inspection Holes	LF	28	\$35.00	\$980.00	\$84.00	\$2,352.00	\$42.00	\$1,764.00	\$370.00	\$10,360.00	\$50.00	\$1,400.00	\$171.00	\$4,788.00	
26	701-16.00	Sonic Logging Testing	EA	2.00	\$2,000.00	\$4,000.00	\$2,194.00	\$4,388.00	\$1,820.00	\$3,640.00	\$3,500.00	\$7,000.00	\$1,900.00	\$3,800.00	\$1,710.00	\$3,420.00	
27	702-10.10	Structural Steel Piles (10 In.)	LF	315	\$60.00	\$18,900.00	\$119.00	\$37,485.00	\$62.00	\$19,530.00	\$130.00	\$40,950.00	\$88.00	\$27,720.00	\$80.00	\$25,200.00	
28	702-60.00	Pre-Bore For Piling	LF	112	\$150.00	\$16,800.00	\$105.00	\$11,760.00	\$120.00	\$13,440.00	\$150.00	\$16,800.00	\$138.00	\$15,456.00	\$69.50	\$7,784.00	
29	702-70.00	Pile Point Reinforcement	EA	6	\$115.00	\$690.00	\$118.00	\$708.00	\$85.00	\$510.00	\$130.00	\$780.00	\$115.00	\$690.00	\$127.00	\$762.00	
30	703-20.03	Class B Concrete (Substructure)	CY	92	\$1,250.00	\$115,000.00	\$1,575.00	\$144,900.00	\$1,150.00	\$105,800.00	\$1,430.00	\$131,560.00	\$1,344.00	\$123,648.00	\$2,240.00	\$206,080.00	
31	703-42.12	Slab on Steel	SY	369	\$90.00	\$33,210.00	\$65.60	\$24,206.40	\$123.00	\$45,387.00	\$77.50	\$28,597.50	\$195.00	\$71,955.00	\$125.00	\$46,125.00	
32	706-10.60	Reinforcing Steel (Bridges)	LBS	28,730	\$0.85	\$24,420.50	\$1.30	\$37,349.00	\$1.20	\$34,476.00	\$1.25	\$35,912.50	\$1.50	\$43,095.00	\$1.25	\$35,912.50	
33	710-10.00	Reinforcing Steel (Epoxy Coated)	LBS	1,870	\$1.50	\$2,805.00	\$1.25	\$2,337.50	\$1.75	\$3,272.50	\$1.50	\$2,805.00	\$3.00	\$5,610.00	\$1.60	\$2,992.00	
34	711-03.00	Concrete Masonry Protection System	LS	1	\$4,125.00	\$4,125.00	\$4,331.00	\$4,331.00	\$4,125.00	\$4,125.00	\$4,800.00	\$4,800.00	\$4,700.00	\$4,700.00	\$4,690.00	\$4,690.00	
35	711-04.00	Sacrificial Graffiti Protection System	LS	1	\$4,125.00	\$4,125.00	\$4,331.00	\$4,331.00	\$4,125.00	\$4,125.00	\$4,800.00	\$4,800.00	\$4,700.00	\$4,700.00	\$4,690.00	\$4,690.00	
36	711-06.00	Aesthetic Concrete Stain	LS	1	\$8,250.00	\$8,250.00	\$8,662.00	\$8,662.00	\$8,250.00	\$8,250.00	\$9,650.00	\$9,650.00	\$9,500.00	\$9,500.00	\$9,380.00	\$9,380.00	
37	712-99.02	Anchor Bolts	EA	16	\$60.00	\$960.00	\$167.00	\$2,672.00	\$165.00	\$2,640.00	\$186.00	\$2,976.00	\$278.00	\$4,448.00	\$211.00	\$3,376.00	
38	718-99.02	Pedestrian Truss Superstructure No. 1	EA	1	\$225,000.00	\$225,000.00	\$235,940.00	\$235,940.00	\$270,000.00	\$270,000.00	\$246,000.00	\$246,000.00	\$265,000.00	\$265,000.00	\$276,000.00	\$276,000.00	
39	718-99.02(1)	Pedestrian Truss Superstructure No. 2	EA	1	\$225,000.00	\$225,000.00	\$249,850.00	\$249,850.00	\$270,000.00	\$270,000.00	\$265,000.00	\$265,000.00	\$265,000.00	\$265,000.00	\$276,000.00	\$276,000.00	
40	720-10.00	Mechanically Stabilized Earth Wall Systems	SF	1,104	\$54.50	\$60,168.00	\$65.00	\$71,760.00	\$71.00	\$78,384.00	\$61.50	\$67,896.00	\$98.00	\$108,192.00	\$62.00	\$68,448.00	
41	720-10.00(1)	Mechanically Stabilized Earth Wall Systems	SF	1,708	\$54.50	\$93,086.00	\$65.00	\$111,020.00	\$71.00	\$121,268.00	\$61.50	\$105,042.00	\$98.00	\$167,384.00	\$62.00	\$105,896.00	
42	720-11.00	Form Liners for MSE Wall System	SY	312	\$9.00	\$2,808.00	\$1.00	\$312.00	\$1.00	\$312.00	\$7.50	\$2,340.00	\$10.00	\$3,120.00	\$10.00	\$3,120.00	
43	725-10.00	Corrugated Metal Pipe Pile Spacers	EA	6	\$400.00	\$2,400.00	\$1.00	\$6.00	\$550.00	\$3,300.00	\$1,500.00	\$9,000.00	\$900.00	\$5,400.00	\$681.00	\$4,086.00	
44	806-10.05	Rock Ditch Check	LF	120	\$15.00	\$1,800.00	\$20.50	\$2,460.00	\$19.50	\$2,340.00	\$23.00	\$2,760.00	\$22.00	\$2,640.00	\$17.00	\$2,040.00	
45	806-10.19	Silt Fence	LF	530	\$2.60	\$1,378.00	\$5.75	\$3,047.50	\$5.00	\$2,650.00	\$7.50	\$3,975.00	\$6.00	\$3,180.00	\$2.95	\$1,563.50	
46		Temporary Pedestrian Access	SY	110	\$40.00	\$4,400.00	\$10.80	\$1,188.00	\$30.00	\$3,300.00	\$17.00	\$1,870.00	\$25.00	\$2,750.00	\$25.00	\$2,750.00	
47		Seat Wall	LF	67	\$375.00	\$25,125.00	\$264.00	\$17,688.00	\$350.00	\$23,450.00	\$350.00	\$23,450.00	\$150.00	\$10,050.00	\$424.00	\$28,408.00	
48		Fence	LF	270	\$125.00	\$33,750.00	\$131.00	\$35,370.00	\$125.00	\$33,750.00	\$145.00	\$39,150.00	\$135.00	\$36,450.00	\$173.00	\$46,710.00	
49		Shade Structure	LS	1	\$17,500.00	\$17,500.00	\$11,870.00	\$11,870.00	\$18,000.00	\$18,000.00	\$19,000.00	\$19,000.00	\$17,000.00	\$17,000.00	\$14,200.00	\$14,200.00	
50		Scour Protection	SF	560	\$12.00	\$6,720.00	\$19.40	\$10,864.00	\$18.50	\$10,360.00	\$21.50	\$12,040.00	\$21.00	\$11,760.00	\$13.50	\$7,560.00	
51		Black Powder Coating for Guardrail	LS	1	\$7,500.00	\$7,500.00	\$7,875.00	\$7,875.00	\$7,500.00	\$7,500.00	\$8,700.00	\$8,700.00	\$8,000.00	\$8,000.00	\$49,000.00	\$49,000.00	
Total Bike/Pedestrian Facility Items =						\$1,294,690.50		\$1,341,307.80		\$1,436,830.85		\$1,514,044.00		\$1,570,584.00		\$1,646,146.00	
LANDSCAPING ITEMS																	
53	803-40.00	Kentucky Bluegrass Sodding	SY	1,527	\$10.50	\$16,033.50	\$8.85	\$13,513.95	\$8.45	\$12,903.15	\$10.00	\$15,270.00	\$10.00	\$15,270.00	\$12.00	\$18,324.00	
54	808-99.01	Landscaping	LS	1	\$49,135.00	\$49,135.00	\$23,720.00	\$23,720.00	\$49,630.00	\$49,630.00	\$58,000.00	\$58,000.00	\$55,000.00	\$55,000.00	\$55,900.00	\$55,900.00	
Total Landscaping Items =						\$65,168.50		\$37,233.95		\$62,533.15		\$73,270.00		\$70,270.00		\$74,224.00	
SIGNALS/LIGHTING/SIGNING/STRIPING ITEMS																	
55	903-99.01																



MEMORANDUM

To: Administration/Public Works Committee Members

Cc: Mayor Bowlin and Planning/Parks Committee Members

From: Ryan S. Thomas, City Administrator

Date: September 2, 2016

Re: Design Contract Proposal for Route 100 Ramp Widening

Background

Currently, the entrance to the Community Park does not have a dedicated right-turn lane, requiring motorists to quickly decelerate from the 55 mph speeds on Route 100 to make the turn into the park. Additionally, traffic entering Route 100 from the on-ramp at Route 109 is forced to yield into the through lane on Route 100 before making a right-turn into the Community Park. It has been suggested that access to the Community Park could be improved by extending the on-ramp to become a dedicated right-turn lane into the Community Park. I have requested a design fee proposal from Oates Associates, Inc., the consultant involved with the Community Park project, to make this modification.

Recommendation

It is recommended that the City enter into a contract with Oates Associates, Inc. for the total sum of \$14,000, to prepare plans and specifications for the widening of Route 100 to accommodate the aforementioned extension of the on-ramp to become a dedicated right-turn lane into the Community Park.

Reasons for Recommendation

1. The improvements would provide for a safer, more functional access into the Community Park, by:
 - a. Providing a dedicated right-turn lane to decelerate from Route 100.
 - b. Eliminating the need to enter the through lane of Route 100 for traffic from Route 109.
2. Oates & Associates, Inc., having completed prior design work at this location, is well-suited to modify their prior engineered drawings to accommodate this improvement.
3. \$14,000 is a reasonable design fee for this type of work.

I will be available for any comments or questions at the September 7, 2016 Meeting of the Administration/Public Works Committee.

RST

Planning Tomorrow Today®



100 Lanter Court, Suite 1 720 Olive, Suite 700 20 East Main Street 330 North Main, Suite 201
Collinsville, IL 62234 St. Louis, MO 63101 Belleville, IL 62220 St. Charles, MO 63301
tel 618.345.2200 tel 314.588.8381 tel 618.416.4688 tel 636.493.6277

www.oatesassociates.com

August 17, 2016

Mr. Ryan S. Thomas, PE
City Administrator
City of Wildwood
16860 Main Street
Wildwood, MO 63040

Re: Wildwood Community Park – Westbound Right-Turn Lane on MO Route 100
Wildwood, MO

Dear Mr. Thomas:

We propose to render professional engineering services in connection with adding a westbound right-turn lane on Missouri Route 100, just west of intersection with Missouri Route 109, which will extend the westbound on-ramp from Missouri Route 109 to the new Wildwood Community Park (hereinafter called the "Project"). Improvements will generally consist of widening Missouri Route 100 with new hot-mix asphalt pavement and associated grading and drainage improvements.

Our Basic Services will consist of surveying and preparing construction documents to current Missouri Department of Transportation policy, all as set forth in the attached Scope of Work. Billings for Basic Services are estimated at \$14,000. You agree to pay us for our Basic Services and any authorized Additional Services at the Hourly Rates set forth in Exhibit A. We will not provide any Additional Services that increases the contract amount without prior approval from the City.

This proposal and the attachments represent the entire understanding between you and Oates Associates, Inc. with respect to the Project and may only be modified in writing signed by both of us. If it satisfactorily sets forth your understanding of our agreement, please sign the enclosed copy of this letter in the space provided below and return it to us. This proposal will be open for acceptance until October 15, 2016, unless changed by us in writing.

Sincerely,

OATES ASSOCIATES, INC.

Thomas L. Cissell III, PE
Project Manager

David M. Oates, PE
Project Principal

Enclosure

EXHIBIT A
HOURLY RATE SCHEDULE

Principal Engineer	210.00
Senior Professional II	175.00
Senior Professional I	160.00
Professional IV	150.00
Professional III	135.00
Professional II	120.00
Professional I	105.00
Junior Professional	85.00
Technician III	120.00
Technician II	105.00
Technician I	85.00
Technician Intern	50.00

The above hourly rates are effective as of July 1, 2016 and are subject to adjustment annually.

Scope of Work

Task 1: Field Survey (about 1-week).

- Task 1.1: Call in utility locates and review the utility marks in the field
- Task 1.2: Supplement existing survey by tying in existing topography/ utilities
- Task 1.3: Process survey data in the office
- Task 1.4: Field review the survey drawing and edit accordingly

Task 2: Preliminary Plans (about 2-weeks + 2 weeks for review time)

- Task 2.1: Preliminary coordination with MoDOT and City.
- Task 2.2: Prepare typical sections for pavement widening matching existing pavement structure.
- Task 2.3: Set roadway alignments – horizontal and vertical.
- Task 2.4: Prepare permit applications for MoDOT permit.
- Task 2.5: Develop preliminary plans and specifications.
- Task 2.6: Develop construction cost estimates
- Task 2.7: Submit the preliminary plans for City and MoDOT review and approval.

Task 3: Construction Documents (about 2-weeks + 2 weeks for review time)

- Task 3.1: Address preliminary review comments
- Task 3.2: Develop construction documents including:
 - Cover sheet
 - Summary of Quantities
 - Typical Sections
 - An existing conditions and demo plan
 - Roadway plan and profile sheets.
 - Details
- Task 3.3: Evaluate need for guardrail and prepare design, if required.
- Task 3.4: Prepare front end related documents for bidding, including:
 - Notice to Contractors
 - Proposal
 - Schedule of Prices
- Task 3.5: Submit the final plans and specifications for City and MoDOT review and approval.

Excluded from the Scope of Services:

- Geotechnical services.
- Bidding assistance (except as noted above).
- Permits and utility fees.
- Lighting design
- Utility locating services.
- Hazardous materials and remediation.
- Landscaping plans.
- Property plats.
- Park monument signage.
- Construction services and administrations.
- Drainage design and BMPs, including coordination with MSD.
- Storm Water Pollution Prevention Plan.
- Interchange design, including intersection design study and highway capacity manual analysis for weaving
- Pavement design (assumed MoDOT will provide existing pavement structure to be matched).



WILDWOOD
Department of Public Works

MEMORANDUM

To: Administration/Public Works Committee Members
From: Rick C. Brown, Director of Public Works / City Engineer
Date: September 2, 2016
Re: Fox Creek Road Rumble Strip Removal

Background:

Fox Creek Road is an approximately three mile long section of road between Route 100 and the Eureka City Limits that is classified as a Major Collector Roadway by the East-West Gateway Council of Governments. The roadway was resurfaced with an ultra-thin bonded asphalt wearing surface in 2013 with partial funding (80% Grant, 20% Local Match) by the Surface Transportation Program. The project included the installation of a centerline rumble strip to improve safety by reducing accidents involving vehicles crossing the double-yellow centerline.

While the centerline rumble strip may help to improve safety in areas with multiple curves, they do, by design, produce substantial noise when vehicles run over them. This noise has generated complaints from adjacent residents as it occurs frequently. Trucks and trucks with trailers often run on the rumble strips as their vehicles are wider than many typical passenger vehicles, so noise is often generated when there is not a need to alert the driver. To help reduce this unavoidable noise, residents have requested that the rumble strips be removed.

The area of Fox Creek Road where residential homes are located directly adjacent to the road and most affected by the noise is generally located between south of Foxrun Hollow Lane and south of Model Realty Company Road, as shown on the attached drawing. This section of Fox Creek Road, which is proposed for removal of the rumble strip, is approximately 1.1 miles long and is generally straight with good visibility for motorists. The need for rumble strips in this section is generally reduced as compared to the adjacent sections of Fox Creek Road with multiple curves and reduced visibility.

The City requested bids from three contractors to coldmill the existing rumble strip and place new asphalt in this section of Fox Creek Road. The bids received for the project are as follows:

Contractor	Amount per Linear Foot	Amount for 5,932 LF
Krupp Construction	\$4.09	\$24,261.88
Westfall Hauling	\$4.09	\$24,261.88
T. Hill Construction	\$7.61	\$45,142.52

Recommendation

The Department is recommending award of the work to remove the rumble strip in the section of Fox Creek Road as shown on the attached drawing to Krupp Construction.

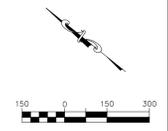
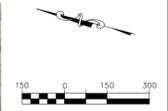
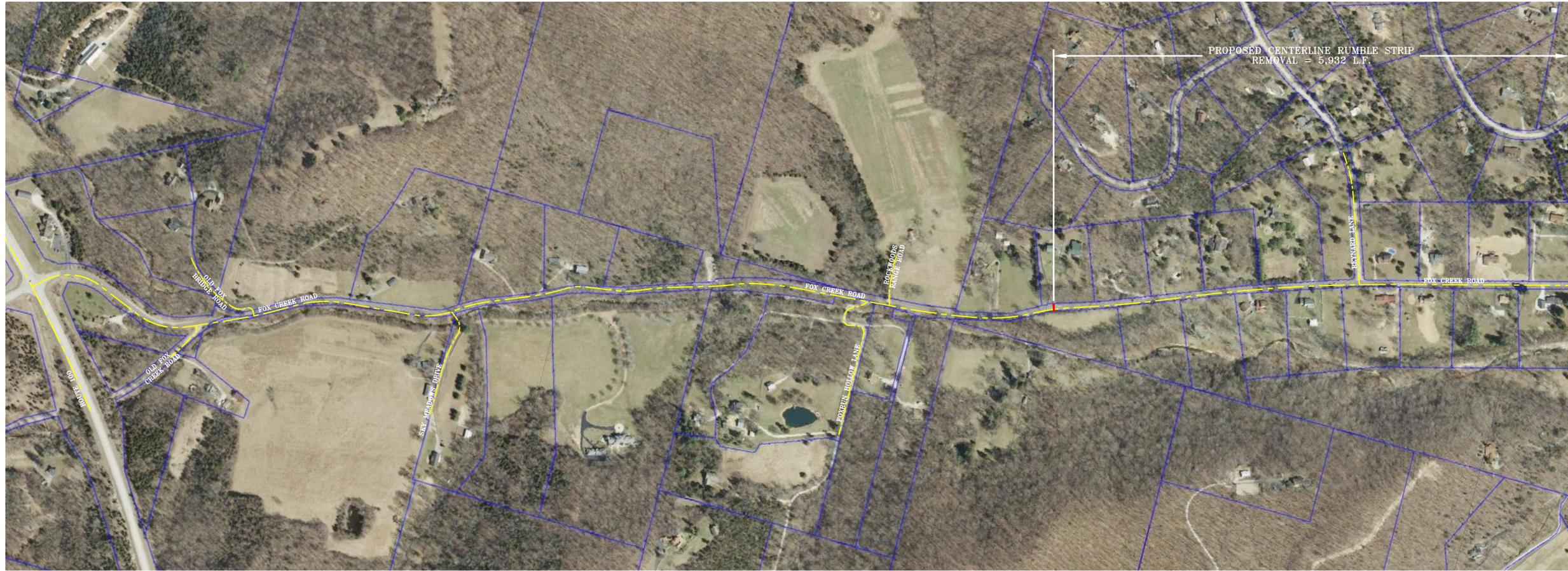
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Reasons for Recommendation

- The removal of the centerline rumble strip in the area with adjacent residential homes will eliminate the excessive noise in those areas.
- The section of Fox Creek Road proposed for removal of the centerline rumble strip is less likely to have accidents involving vehicles crossing the double-yellow centerline due to the straight alignment of the road and increased visibility.
- The Department is proposing to retain the rumble strip in the sections of Fox Creek Road that have greater curves and lower visibility, where the rumble strip may be more effective. In addition, in these areas, the rumble strip is much less disruptive to nearby residents, as their homes are not located directly adjacent to Fox Creek Road.
- The cost to complete the work while Fox Creek Road is closed at the north end for the bridge replacement project will be less as there will be much less traffic on Fox Creek Road during the closure.

I will be available for any questions or comments at the September 7th, 2016, Admin/Public Works Committee meeting.

RCB



Three working days prior to the start of any excavation shall call 800-DIG-RITE for utility location information.
All OSHA rules & regulations established for the type of construction shall be strictly followed (i.e. Trenching, Blasting, etc.)

**FOX CREEK ROAD
FROM ROUTE 100 TO CITY LIMITS
WILDWOOD, MO 63040**

SITE PLAN	DATE:	REVISION:	DWN. BY:	APP'D. BY:
	DATE:			
	DATE:			
	DATE:			
	DWN. BY:	APP'D. BY:		
	M.R.B.	T.D.T.		
	DATE:	AUG. 2016		
	SCALE:	1" = 300'		
	PROJ. NO.:	SC16-585		
	DWG. NO.:	S-1		



WILDWOOD

Department of Public Works

MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, Director of Public Works / City Engineer

Date: September 2, 2016

Re: Timber Guardrail Staining Bids

Background:

In 2014, Steel-Backed Timber Guardrail was installed along Route 100, between Taylor Road and the Pedestrian Bridge as part of a safety project with partial funding (80% Grant, 20% Local Match) by the Surface Transportation Program. In 2015, an additional section of Steel-Backed Timber Guardrail was installed on the southeast corner of the Route 100 and Manchester Road Intersection as part of the Great Streets Project.

As the timber guardrail weathers, the color fades and it is aesthetically less pleasing than it was when initially installed. Staining of the wood will restore the aesthetics of the timber and also seal the surface to protect the wood from additional decay and extend the life of the timber.

The City requested bids from three contractors to power wash and stain the existing timber guardrails with Sherwin Williams SuperDeck Exterior Oil-Based Transparent Stain. The bids received for the project are as follows:

Contractor	Amount
T. Hill Construction	\$5,253.50
Kelpe Contracting	\$15,030.00
Thomas Industrial Coatings	\$15,750.00

Recommendation

The Department is recommending that the City award the work to the low bidder, T. Hill Construction, to power wash and stain the existing Steel-Backed Timber Guardrail along Route 100.

Reasons for Recommendation

- The staining of the timber guardrail will improve the aesthetic appearance.
- The staining of the timber guardrail will also seal the timber to protect against decay and increase the life of the timber.

I will be available for any questions or comments at the September 7th, 2016, Admin/Public Works Committee meeting.

RCB

Planning Tomorrow Today™

Michael Hartwig

From: Michael Hartwig
Sent: Friday, August 19, 2016 7:59 AM
To: jhancock@kelpe.com; TREVor Hill (trevor@thillconstruction.com); 'swelker@thomasindcoatings.com'
Cc: Ryan Thomas; Rick Brown
Subject: Request for bid to stain timber guardrail on Route 100
Attachments: STP-5500(675) Route 100 Safety Barriers - Asbuilts.pdf; Merritt Pkwy SBTGR Prints - D&S proposed steel post wooden rail.pdf

Gentlemen,

Please submit a price to stain the steel-backed timber guardrail along Route 100, between Taylor Road and the Pedestrian Bridge. There is approximately 3000 linear feet of timber guardrail as shown on the attached as-built plans from the guardrail project. Also attached are the details of the guardrail system for your information. We would like all of the exposed timber rail to be stained with Sherwin Williams SuperDeck Exterior Oil-Based Transparent Stain from their SD2-Series in a color to be selected by the City.

Please reply to me by August 31, 2016 with your price to complete this work. You can contact me at the below number if you have any questions.

Thanks,

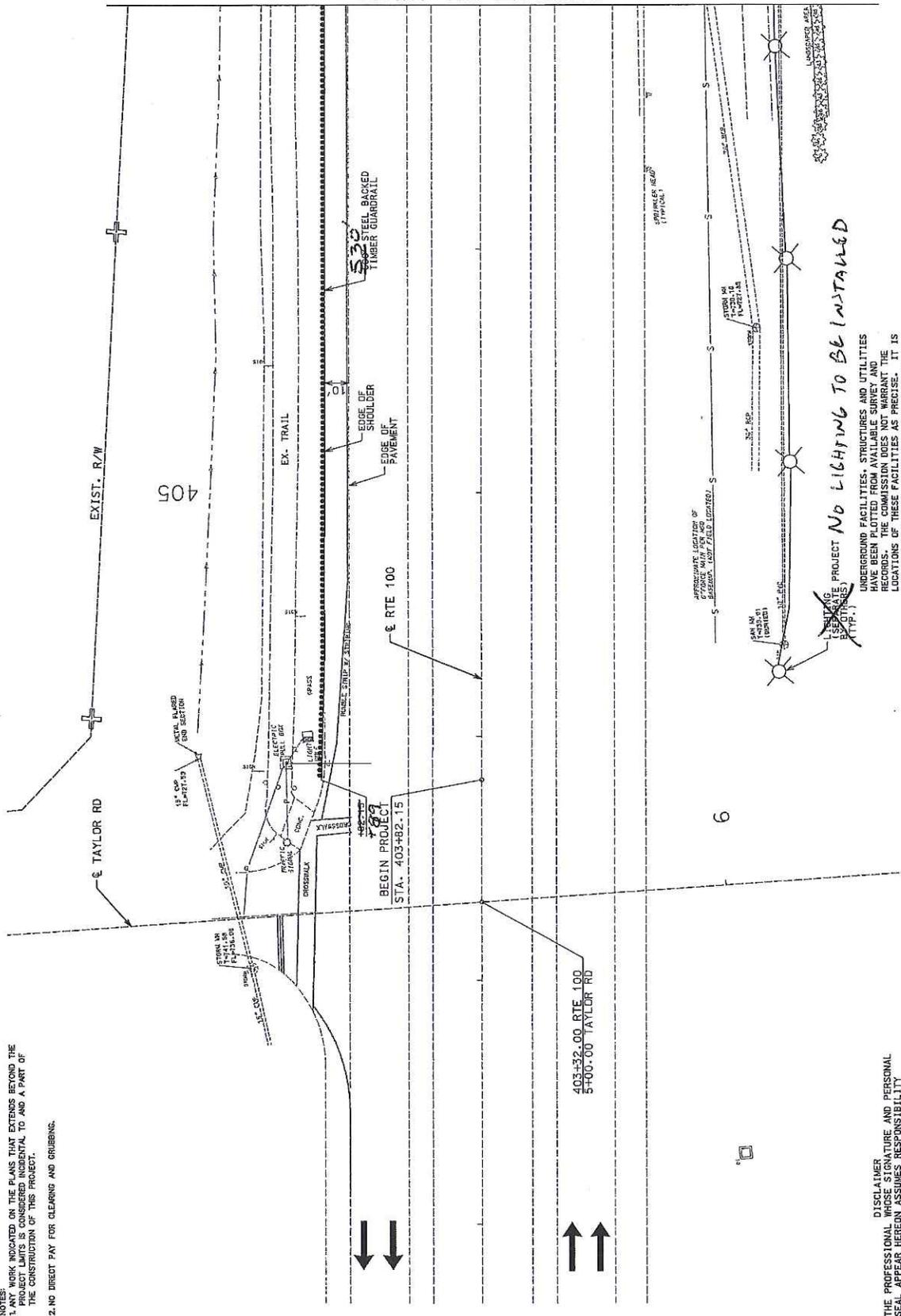
Michael R. Hartwig, PE
Assistant City Engineer
City of Wildwood
16860 Main Street
Wildwood, MO 63040
(636) 405-2040
mike@cityofwildwood.com



Please Subscribe to the City's Weekly e-News:
<http://www.cityofwildwood.com/list.aspx>

3 of 7

NOTES:
 1. ANY WORK INDICATED ON THE PLANS THAT EXTENDS BEYOND THE PROJECT LIMITS IS CONSIDERED INCIDENTAL TO AND A PART OF THE CONSTRUCTION OF THIS PROJECT.
 2. NO DIRECT PAY FOR CLEARING AND GRUBBING.



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~~EXISTING PROJECT~~ NO LIGHTING TO BE INSTALLED



PLAN SHEET
 SHEET 1 OF 5

MATCHLINE STA 407+00
 SEE SHEET 5

		FFK • Moen, LLC Civil Engineering Design 1323 Barrick Parkway Dr St. Louis, MO 63021 Phone 314-994-3100 Fax 314-994-3199		City of Wildwood Safety Barriers Route 100 Wildwood, MO 63017 16141 Swingley Ridge Rd Chesterfield, MO 63017 Phone 314-952-8570
DATE PREPARED	1/23/2014	DATE PLOTTED	1/24/2014	
FEDERAL PROJECT NO.	STP-55001675	COUNTY	ST. LOUIS	
JOB NO.		CONTRACT ID.		
PROJECT NO.		BRIDGE NO.		
DESCRIPTION		DATE		

4 of 7

PRELIMINARY
PLANS NOT FOR
CONSTRUCTION

DATE: 9/27/2014
SHEET NO.: 748
FEDERAL PROJECT NO.: STP-5500(675)
COUNTY: ST. LOUIS
JOB NO.:

CONTRACT ID:
PROJECT NO.:
BRIDGE NO.:

DATE:
DESCRIPTION:
DATE:
DESCRIPTION:

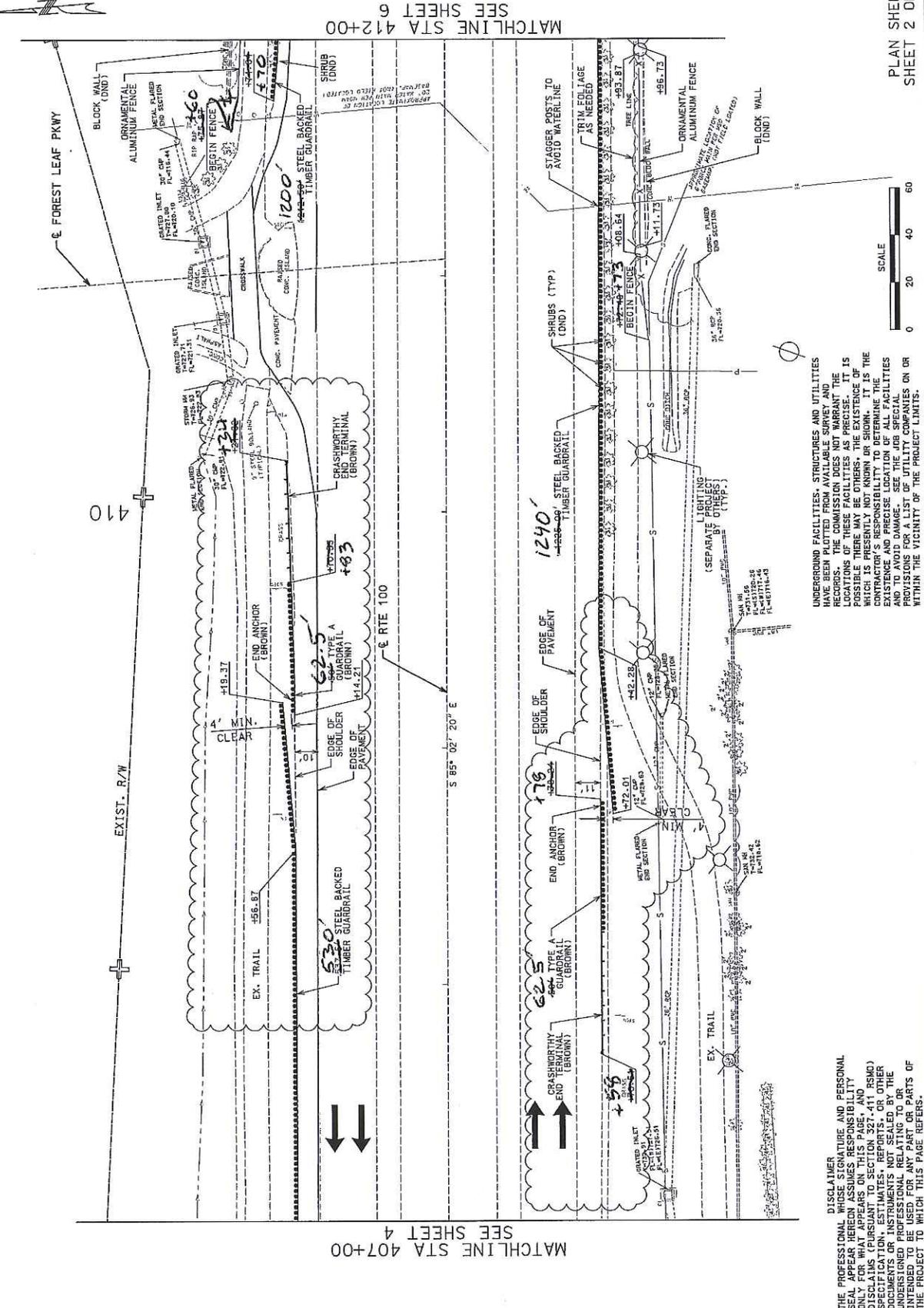
City of Wildwood
Safety Barriers
Route 100

altea
PLANNING & DESIGN
1641 Springridge Ridge Rd
Springfield, MO 65717
Phone 314-952-8570
Fax 314-952-8570

EFK • Moen, LLC
15232 Hillcrest Parkway Dr
St. Louis, MO 63021
Phone 314-394-3100
Fax 314-394-3199

MISSOURI Certificate of Authority: 0015178

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MATCHLINE STA 412+00
SEE SHEET 6

MATCHLINE STA 407+00
SEE SHEET 4

PLAN SHEET
SHEET 2 OF 5

SCALE
0 20 40 60

UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES
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THESE FACILITIES IS THE RESPONSIBILITY OF THE
CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE
EXISTENCE AND PRECISE LOCATION OF ALL FACILITIES
AND TO AVOID DAMAGE. SEE THE JOB SPECIAL
PROVISIONS FOR A LIST OF UTILITY COMPANIES OR
WITHIN THE VICINITY OF THE PROJECT LIMITS.

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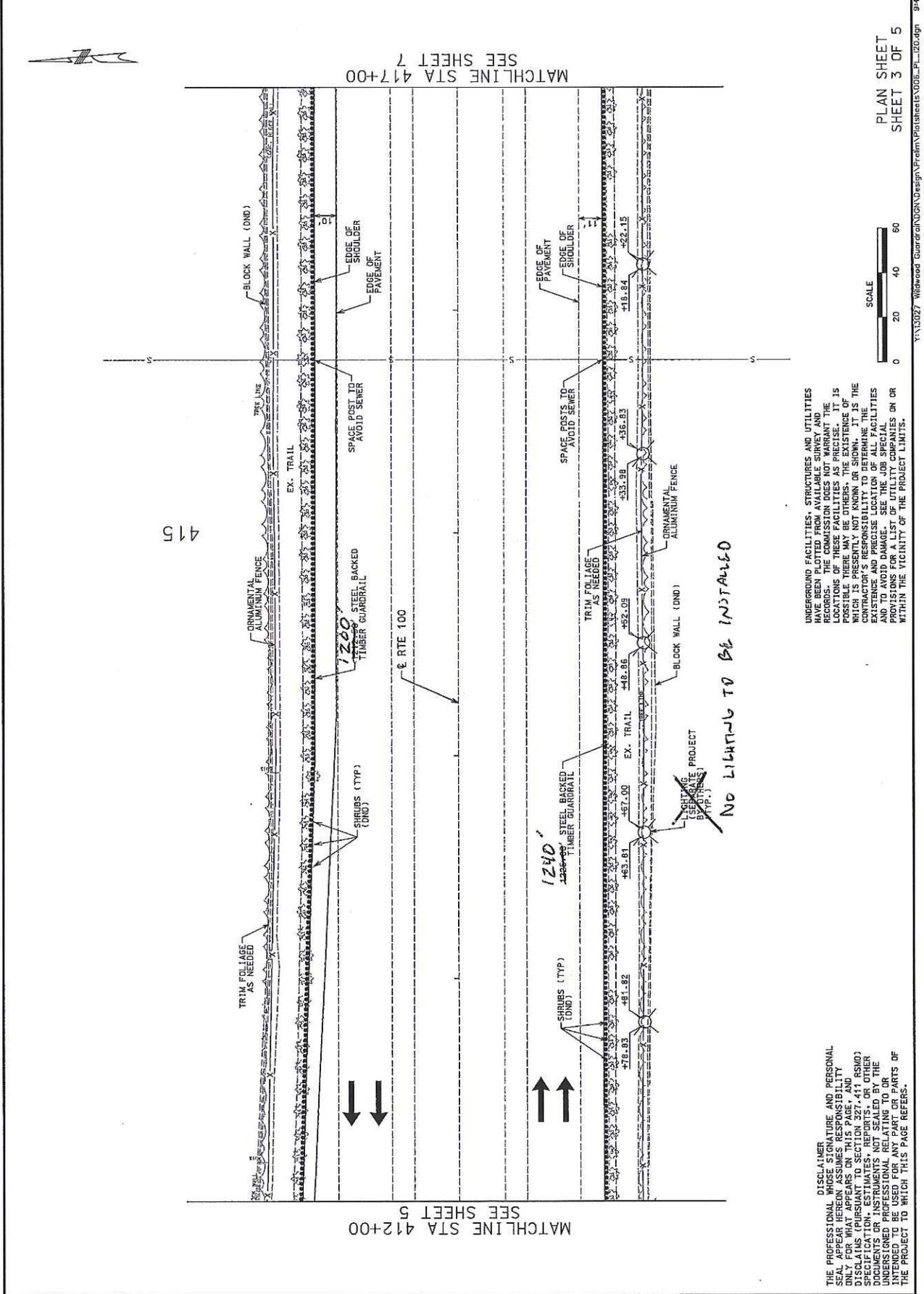
5 OF 7

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DATE PREPARED	1/23/2014
DATE PLOTTED	1/23/2014
DRAWING NO.	54
FEDERAL PROJECT NO.	STP-5500(675)
COUNTY	ST. LOUIS
JOB NO.	
CONTRACT ID.	
PROJECT NO.	
BIDDING NO.	
DESCRIPTION	
DATE	

City of Wildwood
 Safety Barriers
 Route 100
 183 Plaza Drive
 Wildwood, MO 63010
 Phone 314-952-8370
 Fax 314-952-8370

ERK + Moen, LLC
 Civil Engineering Design
 8116 S. Loop West, Suite 200
 Houston, TX 77054
 Phone 314-994-3100
 Fax 314-994-3199
 Missouri Certificate of Authority: 001578



MATCHLINE STA 412+00
 SEE SHEET 5

MATCHLINE STA 417+00
 SEE SHEET 7

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NO LIGHTING TO BE INSTALLED

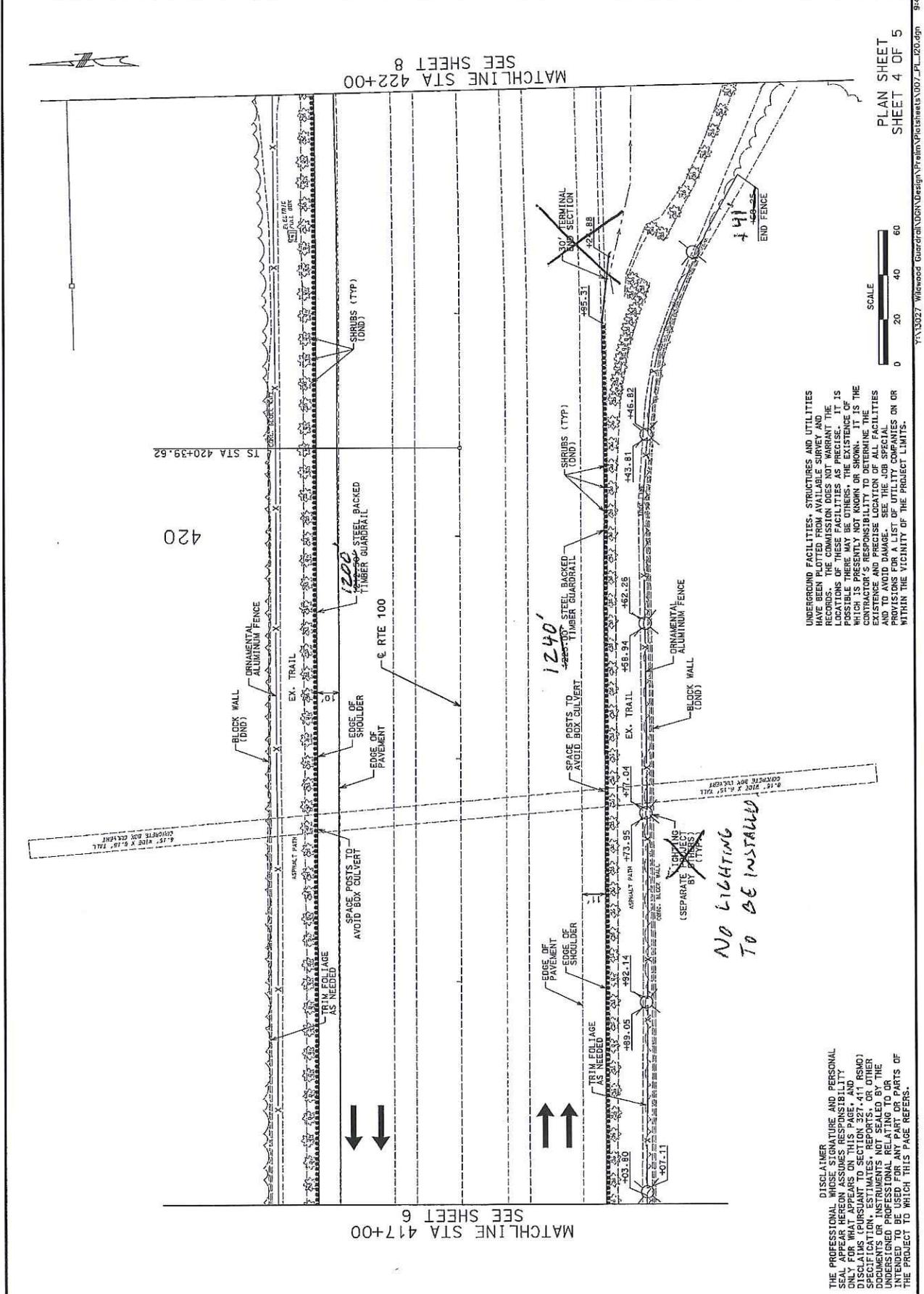


PLAN SHEET
 SHEET 3 OF 5

6 OF 7

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		EFK + Moen, LLC Civil Engineering Design 12557 Terrace Parkway Dr. St. Louis, MO 63021 Phone: 314-394-3100 Fax: 314-394-3199	
City of Wildwood Safety Barriers Route 100 183 Plaza Drive Wildwood, MO 63040			
DATE PREPARED	1/23/2014	PROJECT NO.	
DATE REVISION	1/23/2014	CONTRACT ID.	
DESIGNED BY	WJL	PROJECT NO.	
CHECKED BY	WJL	BRIDGE NO.	
GENERAL PROJECT NO.	STP-5500(675)		
COUNTY	ST. LOUIS		
JOB NO.			



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SCALE: 0 20 40 60

PLAN SHEET 4 OF 5 SHEET 4 OF 5

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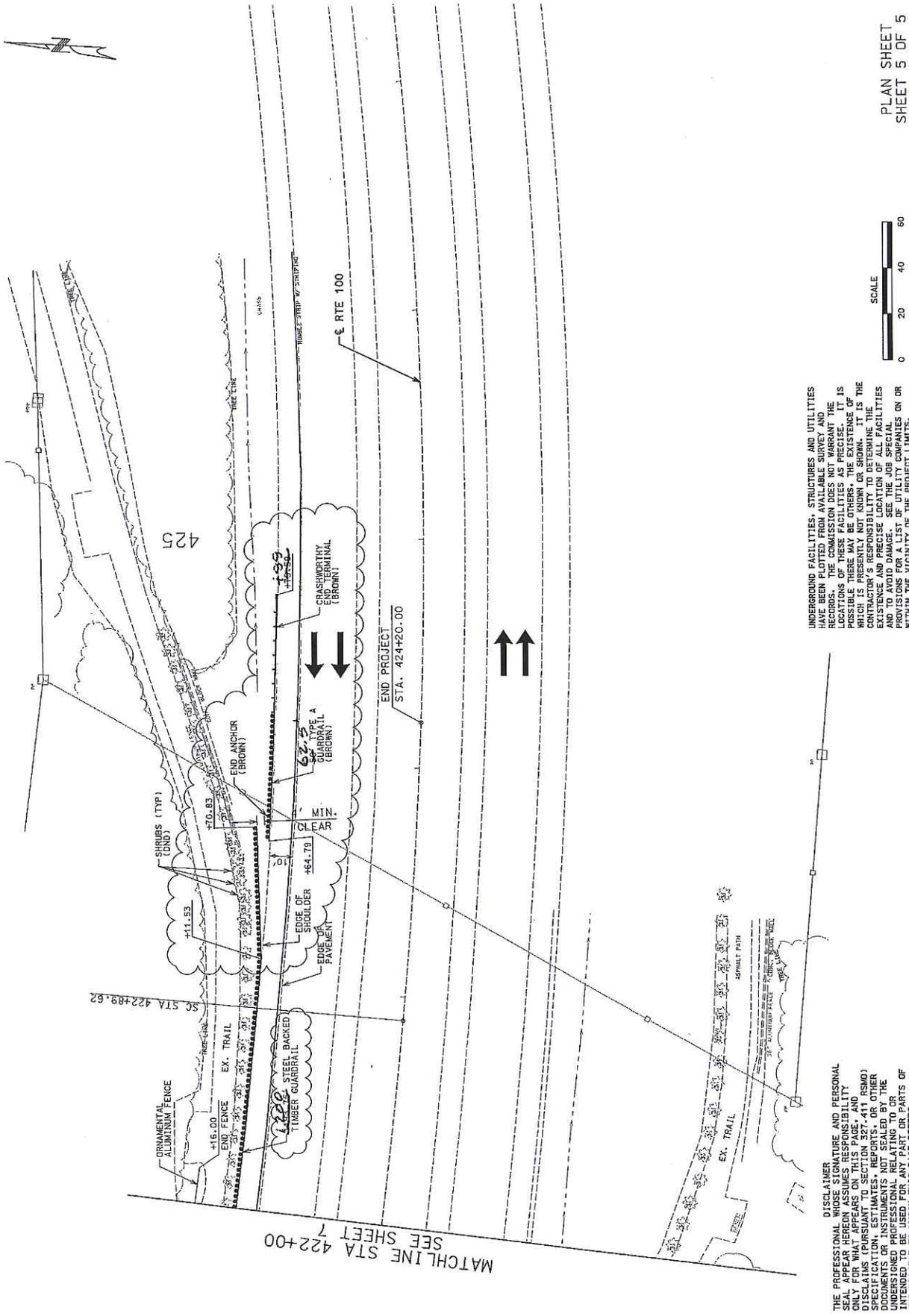
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DESCRIPTION	
BRIDGE NO.	
PROJECT NO.	
CONTRACT ID.	
JOB NO.	
CITY	ST. LOUIS
FEDERAL PROJECT NO.	STP-55001(675)
STATE PROJECT NO.	7-8-148
DATE	10/1/2014

City of Wildwood
 Safety Barriers
 Route 100
 163 Plaza Drive
 Wildwood, MO 63040

alta
 PLANNING + DESIGN
 16141 Swinley Ridge Rd
 Chesterfield, MO 63017
 Phone 314-952-8970

EFK • Moen, LLC
 Civil Engineering Design
 15323 Barrett Parkway Dr
 St. Louis, MO 63021
 Phone 314-394-3100
 Fax 314-394-3199
 Missouri Certificate of Authority: 001578

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PLAN SHEET
 SHEET 5 OF 5

7 OF 7

MATCHLINE STA 422+00
 SEE SHEET 7

- GENERAL NOTES:**
1. MATERIALS AND CONSTRUCTION OF THE MERRITT PARKWAY GUIDERAIL SHALL CONFORM TO SPECIAL PROVISION PROVIDED WITH THE PROJECT.
 2. DELINEATORS SHALL BE PLASTIC INVERTED T-SECTIONS IN ACCORDANCE WITH THE TABLE AND POSITIONED PERPENDICULAR TO THE ADJACENT EDGE OF LANE. DO NOT ATTACH DELINEATORS TO THE ADJACENT EDGE OF LANE. SELECTIVE SHIELDING SHALL BE PLASTIC INVERTED T-SECTIONS SELECTIVE ADJACENT TO THE RIGHT SHOULDER AND YELLOW ON RAIL SECTIONS ADJACENT TO THE LEFT SHOULDER OF TRAVEL LANES.
 3. TWO ADDITIONAL 3/4" DIA. X 4" (102) LONG LAG SCREWS AND WASHERS SHALL BE INSTALLED AT ALL MID-SPAN POINTS FOR STANDARD SYSTEMS.
 4. ALL CONNECTION HARDWARE SHALL BE SUFFICIENTLY TORQUED TO ACCOMMODATE FOR SHRINKAGE OF THE WOOD ELEMENTS.
 5. WHEN FINISHING THE SHOP BENT SPLICE PLATES, USE THE MINIMUM BEND ANGLE AS SHOWN IN TABLE 2.
 6. FOR RAILING SET ON A CURVE WITH RADIUS < 70' (21.3m) SPACE POSTS AT 5' (1.524).

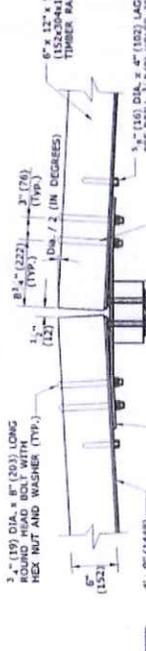
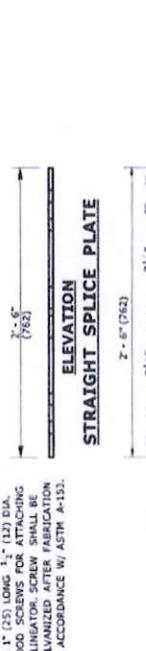
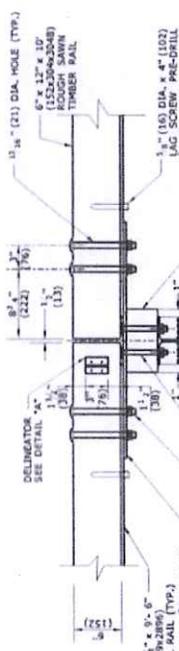


TABLE 2

Radius R (ft.) (m)	Dia. / 2 (Degrees)	d (in.) (mm)
35 (10.7Mm)	4.10	3/16 (14)
40 (12.2)	3.50	3/16 (14)
45 (13.7)	3.18	3/16 (14)
50 (15.2)	2.86	3/16 (14)
55 (16.8)	2.60	3/16 (14)
60 (18.3)	2.40	3/16 (14)
65 (19.8)	2.20	3/16 (14)
70 (21.3)	2.05	3/16 (14)
Over 70 (21.3)	1.90	0

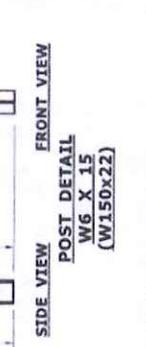
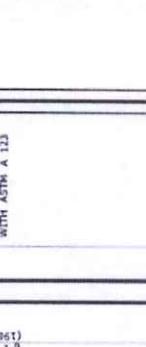


TABLE 1

Curve Radius	Spacing
< 300 (91.4m)	20' (6.10m)
300 (91.4m)	25' (7.62m)

ALL METRIC DIMENSIONS ARE IN MILLIMETERS (mm) UNLESS OTHERWISE NOTED.

STATE OF CONNECTICUT
DEPARTMENT OF TRANSPORTATION

OFFICE OF ENGINEERING

MERRITT PARKWAY GUIDERAIL

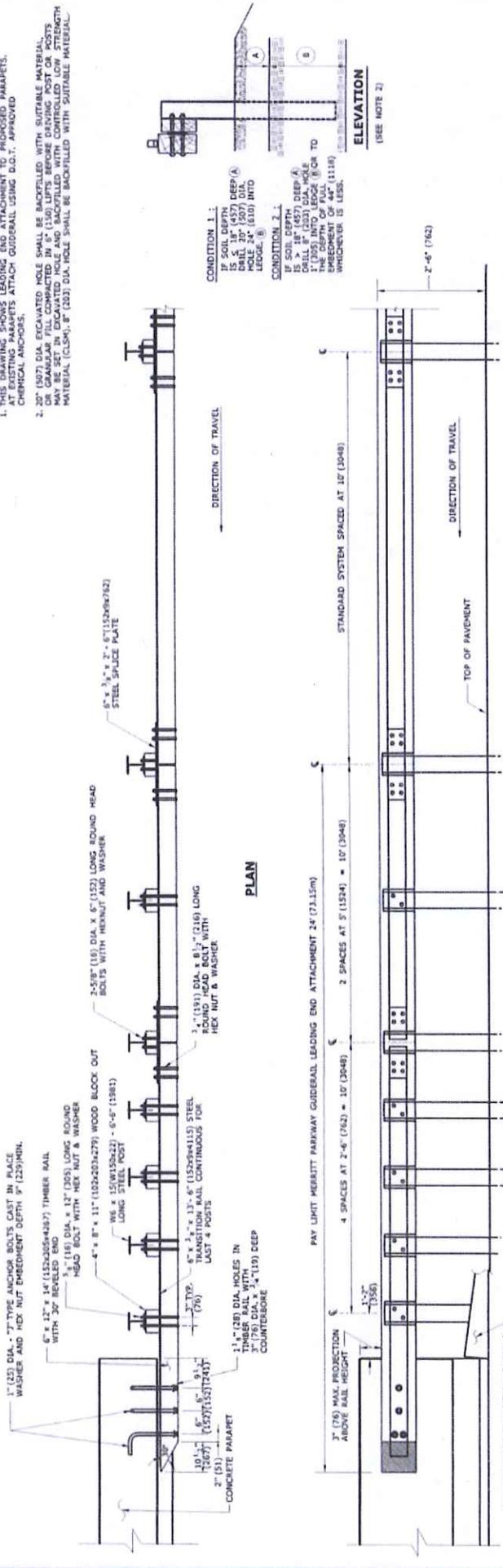
PROJECT NO. _____
 DRAWING NO. _____
 SHEET NO. _____

DESIGNER'S DESCRIPTION: _____

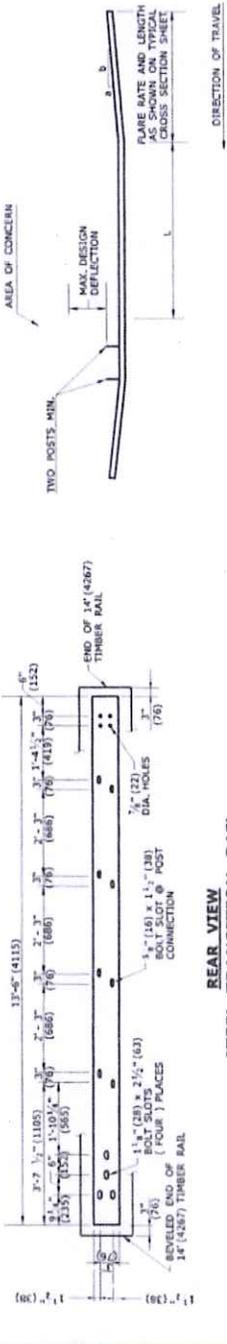
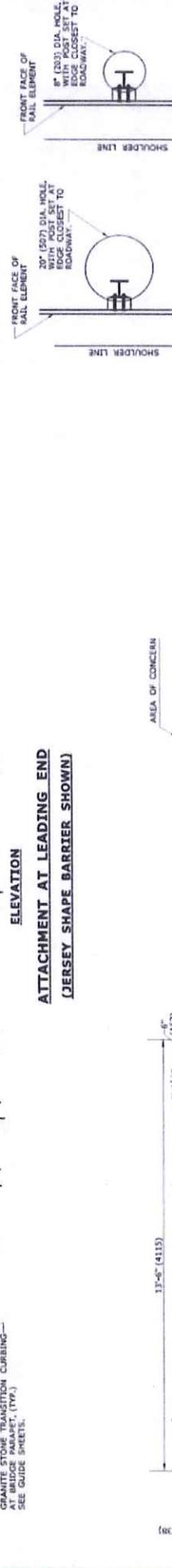
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GENERAL NOTE:

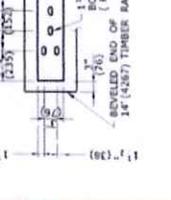
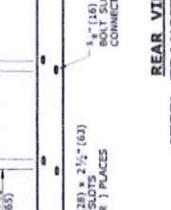
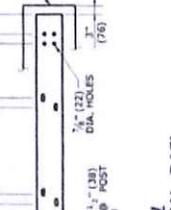
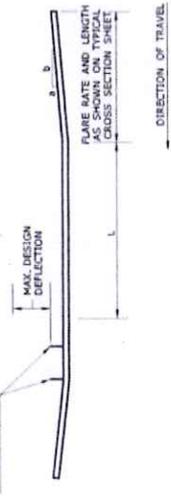
- THIS DRAWING SHOWS LEADING END ATTACHMENT TO PROPOSED PARAPETS, AT EXISTING PARAPETS ATTACH GUIDERAIL USING D.O.T. APPROVED CHEMICAL ANCHORS.
- 20" (507) DIA. EXCAVATED HOLE SHALL BE BACKFILLED WITH SUITABLE MATERIAL OR GRANULAR FILL COMPACTED IN 6" (150) LIFTS BEFORE DRAINING POST OR POSTS ARE SET. EXCAVATED HOLE SHALL BE BACKFILLED WITH SUITABLE MATERIAL (CLSM) & (103) DIA. HOLE SHALL BE BACKFILLED WITH SUITABLE MATERIAL.



**ATTACHMENT AT LEADING END
(JERSEY SHAPE BARRIER SHOWN)**



**REAR VIEW
STEEL TRANSITION RAIL
6" x 13'-6" x 13'-6" (152x9x4115)
FOR LEADING END ATTACHMENT**





114.20

SUPERDECK®

Exterior Oil-Based Transparent Stain SD2-Series

As of 2/2/2015, Complies with:			
OTC	Yes	LEED® 09 CI	N/A
SCAQMD	No	LEED® 09 NC	N/A
CARB	No	LEED® 09 CS	N/A
CARB SCM 2007	No	LEED® H	N/A
MPI		NGBS	N/A

DESCRIPTION	CHARACTERISTICS	SURFACE PREPARATION										
<p>• A high solids penetrating exterior formula that protects the beauty of wood with a rich transparent stain</p> <p>• One coat coverage with a transparent finish that highlights the wood grain</p> <p>• 3-Oil formula contains deep penetrating tung oil for lasting protection</p> <p>• Quality iron oxide pigments to create lasting colors and inhibit UV damage caused by the sun</p> <p>• Excellent water repellency</p> <p>• Formulated to resist growth of mildew and algae on the coating's surface</p> <p>Use on wood:</p> <ul style="list-style-type: none"> • Decks • Doors • Siding • Fences • Shutters • Shakes • Outdoor wood Furniture <p>Use on:</p> <ul style="list-style-type: none"> • Pressure treated wood • Cedar • Redwood • Pine • Plywood • Oak <p>Tips: Stains tend to lap (dark lines where two freshly coated areas overlap). These tips will help avoid lap marks and keep the appearance uniform:</p> <ul style="list-style-type: none"> • Do not stain in direct sun or on a hot surface • Stain from a dry area into the adjoining wet stain area • Keep the leading edge wet and distribute the finish evenly • Quickly remove puddles and excess material by redistributing to dry areas or wiping up. Excess product allowed to sit on surface will result in a tacky finish • Use natural breaks as boundaries to divide large areas into smaller, more manageable ones • Stain a board from end to end • Different wood species, textures and natural color will affect finished shade <p>Always test a small area first for color satisfaction before coating the entire project</p>	<p>Color: Transparent Stain colors A sample brushout is recommended to ensure color satisfaction.</p> <table border="0"> <tr> <td>Heart Redwood</td> <td>SD2R00005</td> </tr> <tr> <td>Canyon Brown</td> <td>SD2N00007</td> </tr> <tr> <td>Redwood</td> <td>SD2R00003</td> </tr> <tr> <td>Cedar Tone</td> <td>SD2Y00001</td> </tr> <tr> <td>Natural</td> <td>SD2C00004</td> </tr> </table> <p>Coverage: Smooth Wood 250-350 sq ft/gal Rough Sawn Lumber 150-250 sq ft/gal Depending on porosity and texture Note: New wood normally requires less product than old, weathered wood. This is due to older wood being more porous than newer wood.</p> <p>Drying Time, @ 77°F, 50% RH To touch: 8 hours To use: 24 hours Drying and recoat times are temperature, humidity, and film thickness dependent</p> <p>Due to the composition of SuperDeck Oil-Based Transparent, only one coat is necessary. Excessive film build may create a glossy/tacky finish.</p> <p>Flash Point: 111°F, PMCC Finish: no sheen Tinting: Ready mix colors. Do Not Tint</p> <p>Vehicle Type: alkyd</p> <p>Cedar Tone SD2Y00001 (may vary by color)</p> <p>VOC (less exempt solvents): 240 g/L; 2.00 lb/gal As per 40 CFR 59.406 and SOR/2009-264, s.12</p> <p>Volume Solids: 66 ± 2% Weight Solids: 68 ± 2% Weight per Gallon: 7.39 lb</p>	Heart Redwood	SD2R00005	Canyon Brown	SD2N00007	Redwood	SD2R00003	Cedar Tone	SD2Y00001	Natural	SD2C00004	<p>WARNING! Removal of old coatings by sanding, scraping or other means may generate dust or fumes that contain lead. Exposure to lead dust or fumes may cause brain damage or other adverse health effects, especially in children or pregnant women. Controlling exposure to lead or other hazardous substances requires the use of proper protective equipment, such as a properly fitted respirator (NIOSH approved) and proper containment and cleanup. For more information, call the National Lead Information Center at 1-800-424-LEAD (in US) or contact your local health authority.</p> <p>Clean all surfaces completely with the appropriate cleaner based on the conditions.</p> <p>SuperDeck Deck Wash Mildew stain Algae stain Weathered wood (bleaches wood) Gray wood (bleaches wood)</p> <p>SuperDeck Revive™ Tannin Bleed Nail stain Weathered wood (restores color) Gray wood (restores color) Mill Glaze</p> <p>SuperDeck Stain & Sealer Remover Weathered, gray wood Old Paint & Stain</p> <p>Carefully follow all label instructions. Thoroughly rinse the surface to remove all residue and allow to thoroughly dry before coating.</p> <p>Test the absorbency of the wood by sprinkling water on the surface. If the water penetrates into the wood quickly, the wood is ready to finish. If the water beads up or does not penetrate, allow the wood to weather 1 to 2 weeks and test for absorbency again.</p>
Heart Redwood	SD2R00005											
Canyon Brown	SD2N00007											
Redwood	SD2R00003											
Cedar Tone	SD2Y00001											
Natural	SD2C00004											



SHERWIN WILLIAMS.

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SUPERDECK® Exterior Oil-Based Transparent Stain SD2-Series

SURFACE PREPARATION

All surfaces must be clean, dry, and free from dirt, mildew stains, dust and other foreign matter. Do not apply over sealed surfaces. Remove surface stains, dirt and failed oxidized stains with Superdeck® Deck Wash. Remove solid stains or paints with Superdeck® Stain & Sealer Remover. For redwood and cedar, follow cleaning or stripping with Superdeck® Revive® to remove tannin stains and brighten wood to its original color. For new wood remove mill glaze with Superdeck® Revive®

APPLICATION

Thoroughly stir contents before and occasionally during use. For uniformity, mix all cans together before use. Do not thin or mix with any other stains or coatings.

Apply without thinning by brush, roller, or spray. If sprayed, use the lowest possible pressure needed for a reasonable spray pattern. Also, when spraying be sure to "back brush/roll". Back brushing/rolling is suggested when spraying, working the product smoothly and evenly into the wood. This will decrease the possibility of pools or puddles on the surface and ensure a properly penetrated finish. Penetration will vary depending on porosity and water content of the surface. Thoroughly coat cut ends and joints.

For best results apply in shade with surface temperatures between 40°F and 95°F. Do not apply if temperatures will fall below 40°F or if rain is expected within 24 hours after application. Cooler temperatures require longer drying times.

CLEAN UP INFORMATION

Clean spills, spatters and tools immediately after use with compliant cleanup solvent. Follow manufacturer's safety recommendations when using solvents.

DANGER: Rags, steel wool, other waste soaked with this product, and sanding residue may spontaneously catch fire if improperly discarded. Immediately place rags, steel wool, other waste soaked with this product, and sanding residue in a sealed, water-filled, metal container. Dispose of in accordance with local fire regulations.

COATING SOLUTION

Which product is the best for my project:

SuperDeck Exterior Waterborne Clear Sealer

- Protects wood from sun while allowing the wood to gray naturally
• Water repellents make water bead up, protecting against cracking, splitting, and warping of wood
• Leaves a protective coating that resists discoloration caused by mildew

SuperDeck Exterior Oil-Based Transparent

- Lasting, penetrating, oil-based formula
• Enriches wood appearance with a light tone
• UV protection resists graying
• Repels water to prevent moisture damage

SuperDeck Exterior Waterborne Semi-Transparent Deck Stain

- Provides a lasting, mildew-resistant film
• Excellent penetration for protecting horizontal exterior wood surfaces
• Can be applied to damp surfaces, allowing surfaces to be prepared and stained in one day

SuperDeck Exterior Oil-Based Semi-Transparent Stain

- A lasting penetrating formula that protects the wood with a rich semi-transparent stain.
• One coat coverage on most woods
• Scuff-resistant formula with UV protection that resists fading
• Repels water to prevent moisture damage

SuperDeck Waterborne Solid Color Deck Stain

- Waterborne, 100% acrylic resin
• Provides mildew resistant coating
• Use over existing paint or stain
• Can be applied to damp surfaces, allowing surfaces to be prepped and stained in one day

For more stain information and choices visit www.sherwin-williams.com.

For Vertical surfaces - walls, siding, etc, use WoodScapes® Exterior Acrylic Solid Color Stain or WoodScapes® Exterior Polyurethane Semi-Transparent Stain.

CAUTIONS

This product must be applied outdoors to wood intended for exterior use only. Not for interior use. Do not use on roofs. Do not varnish or use a clear overcoat. Not for use on garage floors, driveways, or automobile traffic areas.

LABEL CAUTIONS

CAUTION contains ALIPHATIC HYDROCARBONS. Contents are COMBUSTIBLE. Keep away from heat and open flame. VAPOR HARMFUL. Use only with adequate ventilation. To avoid overexposure, open windows and doors or use other means to ensure fresh air entry during application and drying. If you experience eye watering, headaches, or dizziness, increase fresh air, or wear respiratory protection (NIOSH approved) or leave the area. Avoid contact with eyes and skin. Wash hands after using. Keep container closed when not in use. Do not transfer contents to other containers for storage. FIRST AID: In case of eye contact, flush thoroughly with large amounts of water for 15 minutes and get medical attention. For skin contact, wash thoroughly with soap and water. In case of respiratory difficulty, provide fresh air and call physician. If swallowed, call Poison Control Center, hospital emergency room, or physician immediately. DELAYED EFFECTS FROM LONG TERM OVEREXPOSURE. Contains solvents which can cause permanent brain and nervous system damage. Intentional misuse by deliberately concentrating and inhaling the contents can be harmful or fatal. WARNING: This product contains chemicals known to the State of California to cause cancer and birth defects or other reproductive harm. DO NOT TAKE INTERNALLY. KEEP OUT OF THE REACH OF CHILDREN.

HOTW 2/2/2015 SD2Y00001 02 240 FRC, SP

The information and recommendations set forth in this Product Data Sheet are based upon tests conducted by or on behalf of The Sherwin-Williams Company. Such information and recommendations set forth herein are subject to change and pertain to the product offered at the time of publication. Consult your Sherwin-Williams representative or visit www.paintdocs.com to obtain the most current version of the PDS and/or an SDS.



WILDWOOD

Department of Public Works

MEMORANDUM

To: Administration/Public Works Committee Members

From: Rick C. Brown, Director of Public Works / City Engineer

Date: September 2, 2016

Re: Additional Right of Way Maintenance and Beautification Measures

Background:

On Friday, August 19, Admin / Public Works Committee Chair Joe Garritano sent an email requesting input from members of the City Council regarding the general upkeep of our City streets and right of way (see attached). In particular, Chair Garritano requested City Council Members to assess their respective wards and respond back with regard to specific recommendations for additional right of way maintenance and beautification measures.

Chair Garritano has received some responses to the email, but requests additional feedback and discussion of this topic by Admin / Public Works Committee Members at the next committee meeting on Wednesday, September 7th.

RCB

Planning Tomorrow Today™

Rick Brown

From: Joe Garritano
Sent: Friday, August 19, 2016 11:54 AM
To: Council Members
Cc: Elizabeth Weiss; Ryan Thomas; Joe Vujnich; Rick Brown; Scott Hummel; Gary Crews; Jim Bowlin
Subject: Action Required: City Upkeep and Maintenance

Follow Up Flag: Follow up
Flag Status: Completed

Dear Council Members:

I hope this email finds you doing well. I am writing as Chair of the Admin/Public Works Committee with a request for you.

The Mayor, Rick Brown, and I have discussed additional opportunities with regard to the upkeep of our streets, byways, and city property (ex. landscaping, grass cutting, litter, weeds, etc.) that although minor can make a difference when addressed collectively.

We do a great job given our city's size and resources. However, I believe we can raise the bar even more in terms of appearance and tidiness. As our city continues to grow, more people travel our roads, more use our parks and trails, more frequent the Town Center, and so forth.... The added usage can put pressure on the current system and processes of maintaining and upkeep.

I am asking that you assess your respective wards and reply back to me with the following items of information. Look for the tactical 'low hanging fruit' opportunities that can be easily addressed and result in quick wins. Perhaps there is a patch of grass on a city right of way that would look better if it was cut, a stop sign pole that can use a fresh coat of paint, or consistent trash appearing in the same spot along a road you drive by.

There may also be some items you send in that will translate to significant efforts and may be best addressed through a coordinated strategic/long-term project.

I will be compiling a list for Rick so that it will be reviewed and further discussed with the appropriate folks that can address the items.

Please provide the following -
Short Description:
Location:
Ward #:

Here is an example:

Short Description: Weeds growing between sidewalk seems
Location: Manchester Rd, between Schnucks & Taylor Rd
Ward #: 8

In addition, Rick, staff, and I will be conducting several drives around city to identify opportunities. Please get back to me by the end of the month (8/31) so we can work on compiling the list. Do note that my request does not replace existing processes of notifying Rick and staff if you have an urgent request.

I look forward to hearing from you about these additional opportunities to further enhance the beauty and appearance of our city.

Best Regards,
Joe

Joe Garritano
Wildwood City Council - Ward 8
City of Wildwood
16860 Main Street
Wildwood, Missouri 63040
(636) 458-0440 ext. 213
JGarritano@cityofwildwood.com

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