

# PROJECT SPECIFICATIONS FOR:

## Charter Church Road Bridge Replacement at Mitch Sweet

STP-5403 (673)



*Jefferson County, Missouri*

Dennis Gannon  
County Executive

### DEPARTMENT OF PUBLIC WORKS

Jason Jonas, P.E. - Director

P.O. BOX 100

HILLSBORO, MO 63050

Telephone: 636-797-5340

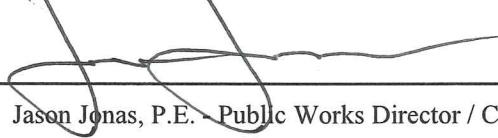
Fax: 636-797-5565

Web Address: [www.jeffcomo.org](http://www.jeffcomo.org)



APPROVED FOR CONSTRUCTION

BY:

 Jason Jonas, P.E. - Public Works Director / County Engineer

DATE: 5-13-2020

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## BID NOTICE

Sealed bids for Charter Church Road Bridge Replacement at Mitch Sweet STP-5403 (673) will be received at the office of The Department of the County Clerk, Jefferson County Administration Center, 729 Maple Street, Hillsboro, Missouri until 2:00 o'clock P.M. (CDT) on, June 9th, 2020, and at that time will be publicly opened and read. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted electronically will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened.

The proposed work includes: The work in general will consist of bridge replacement, realignment of the roadway, bituminous surfacing, guardrail placement and creek channel improvements. Located on Charter Church Road over Plattin Creek in Sections 25 & 30, Township 39 North, Ranges 5 & 6 East, Jefferson County, Missouri. The bridge is currently reduced to one lane.

Work shall be in accordance with the provided Specifications, Job Special Provisions, and Plans. Where not specifically covered by the Specifications, or Job Special Provisions or Plans, the Contractor shall adhere to the currently effective 2019 Edition of the "Missouri Standard Specifications for Highway Construction", and the currently effective "MoDOT Standard Plans for Highway Construction." The contractor shall have a maximum of Ninety Five (95) Working days to complete the project.

Plans and specifications for this project will be available, at no cost, downloadable files from the Jefferson County website (<http://www.jeffcomo.org/PublicWorksProjects.aspx?nodeID=Purchasing>), beginning Friday, May 15th, 2020

The bidder will be responsible to check the County's website for addendum(s) regarding this project prior to bid opening. All potential bidders must complete the "Plan Holder Contact Information" form and submit this form to Public Works at [pwprojects@jeffcomo.org](mailto:pwprojects@jeffcomo.org) and request placement on the bidder's list.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work, of a similar character in this locality, as established by the Department of Labor and Industrial Relations (Federal Wage Rate) or state wage rate, whichever is higher.

Jefferson County, Missouri hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the Missouri Standard Specifications for Highway Construction, 2019 Edition. **The contractor questionnaire must be on file 7 days prior to bid opening.**

Contractors and sub-contractors who sign a contract to work on any public works project must provide a minimum 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

A cashier's check or bid bond in the amount of 5% shall be submitted with each proposal. A certificate of insurance shall be submitted with each proposal.

All bids shall be made on the forms provided. Three (3) copies of the bid must be submitted, one (1) being original inked. Jefferson County, Missouri reserves the right to reject any or all bids, to waive any informality in the bids received, and to award the contract to the lowest, responsive, responsible bidder, with MoDOT concurrence.

The DBE goal for this project is 10 %

No 2nd tier subcontracting will be allowed on this project.

END BID NOTICE



# Jefferson County, Missouri

Dennis Gannon  
County Executive

## DEPARTMENT OF PUBLIC WORKS

Jason Jonas, P.E. - Director

Telephone: 636-797-5340 · Fax:  
636-797-5565 Web Address:  
[www.jeffcomo.org](http://www.jeffcomo.org)

# BID SUBMITTAL

## Charter Church Road Bridge Replacement at Mitch Sweet

PROJECT NUMBER: STP-5403 (673)

FUNDING SOURCE: FHWA STP

ROUTE: CHARTER CHURCH ROAD

PROJECT MANAGER: Robert Russell

STRUCTURE NO.: 35500101

636.797.5340  
[PWORKS@JEFFCOMO.ORG](mailto:PWORKS@JEFFCOMO.ORG)

BID SUBMITTAL DEADLINE: June 9th, 2020 2:00 P.M. (CDT)

BIDDER'S NAME: \_\_\_\_\_

COMMUNICATIONS CONCERNING THIS BID SHALL BE ADDRESSED TO THE FOLLOWING:

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone (   ) -

Email: \_\_\_\_\_ Address: \_\_\_\_\_

IN ORDER TO BE CONSIDERED A RESPONSIVE, RESPONSIBLE BIDDER, THE CONTRACTOR MUST READ, UNDERSTAND, COMPLETE AND SUBMIT 3 COPIES (1 ORIGINAL) OF ALL FORMS WITHIN THIS BID SUBMITTAL PACKAGE (THIS COVER AND ALL SHEETS WITH THE BID SUBMITTAL BORDER), ALONG WITH OTHER SUBMITTAL REQUIREMENTS AS STATED ON THE BIDDER CHECKLIST.

Jefferson County, Missouri does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

## PLAN HOLDER CONTACT INFORMATION

All potential bidders **must** complete this form and submit it to Jefferson County email address listed below in order to provide contact information as required. All other plan holders may submit this form at their own option. Addendums will be posted on the county website. In the event of disruption of website services, all such information will be communicated to all registered plan holders.

PROJECT NAME: Charter Church Road Bridge Replacement at Mitch Sweet  
PROJECT NO.: STP-5403 (673)  
PLANS AND SPECIFICATIONS: <http://www.jeffcomo.org/PublicWorksProjects.aspx?nodeID=Purchasing COST>  
FOR PLANS/SPECS: Free download (Click above link or copy and paste into browser)  
BID OPENING DATE / TIME: June 9th, 2020 2:00PM(CDT)

Contact Information: (All Information is Required)

Company Name (If Applicable): \_\_\_\_\_

Plan Holder Name / Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Email this completed form to: [pwprojects@jeffcomo.org](mailto:pwprojects@jeffcomo.org)

## BIDDER'S CHECKLIST

Complete and Submit Plan Holder Contact Information Form prior to bid submittal (email before bid opening)

Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalification to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website (required on all county road and bridge projects)

A complete bid package includes all of the following items. Bidder shall submit **3 copies** of the complete set of bid documents. One (1) copy shall be original inked or typed, with proper signatures, no white out, and no initialed changes. The other two (2) copies may be exact legible duplicates of the original inked copy:

a) Bid Submittal Cover Sheet with bidder's name printed or typed

b) Instructions and Notices to Contractors initialed on each page, all spaces filled, signed, and including the following:

1. Certification Regarding Anti-collusion (see notice 15)

2. Certification Regarding Use of Contract Funds for Lobbying (see notice 15)

3. Certification Regarding Debarment and Suspension (see notice 15)

4. Certification Regarding Affirmative Action and Equal Opportunity (see notice 15)

c) Balanced Bid Form, complete, signed, and embossed (if corporation) Including:

1. Addenda (or no addenda) acknowledged (Place temporary removable tab on this sheet for reference)

2. Staple cover letter of all addenda to the back side of the Bid submittal Cover Sheet (If Applicable)

3. Place a noted temporary removable tab on the last bid items sheet for reference during bid opening

4. Acceptance or decline of acceptance for asphalt index pricing option (If applicable)

d) Bid Bond (Assurance Company form is a valid substitute to generic form herein) or Bid Guaranty - attach cashier's check to the included bid bond form.  
Place a noted temporary removable tab on the bid guaranty/bond sheet for reference during bid opening

e) Bidder's Acknowledgment completed and signed

f) Affidavit of Federal Employment Authorization (Annual Worker Eligibility Verification Affidavit)

g) Enclose Certificate of Insurance

Bids may be submitted in person, or by mail. Bids must be marked received by the Office of the Department of County Clerk prior to the bid opening deadline. The bid package shall be completed, executed, and submitted in a sealed envelope addressed to Jefferson County, Missouri. Provide the vendor name, vendor address, vendor number, county, route and project number on the outside of the envelope.

Disadvantaged Business Enterprise (DBE) Identification Forms shall be submitted to the county within 3 business days of the bid opening. YOU MUST SUBMIT THESE FORMS EVEN IF DBE GOAL NOT SPECIFIED. Forms shall be complete with correct calculations, signed, and submitted to the following email address or fax number:

DBE Form Submittal Email : [PWORKS@JEFFCOMO.ORG](mailto:PWORKS@JEFFCOMO.ORG) Fax Submittal : 636.797.5565 Attn. Robert Russell

Common Mistakes:

a)	Not signing the bid	e)	Using pencil to fill out the bid
b)	Not incorporating the addendum into the bidding documents, including attaching the letter to the bid	f)	Using white out to make corrections to the itemized bid sheets
c)	Not providing a bid bond or guaranty check	g)	Not initialing changes made
d)	Using an unacceptable bid bond form	h)	Not including certificate of Insurance

All questions concerning this bid can be directed to the Project Manager:

Robert Russell

636.797.5340

[PWORKS@JEFFCOMO.ORG](mailto:PWORKS@JEFFCOMO.ORG)

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Human Resources Division of the Jefferson County Department of Administration, at 636-797-5071 or through the Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

# INSTRUCTIONS AND NOTICES TO CONTRACTORS

## BIDDER SHALL INITIAL EACH SHEET ACKNOWLEDGING UNDERSTANDING AND ACCEPTANCE

Sealed bids for the proposed work will be addressed and delivered to the office of The County Clerk, 729 Maple Street, Jefferson County Administration Center, Hillsboro, Missouri until 2:00 o'clock P.M. (CDT) on June 9th, 2020, and at that time will be publicly opened. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened. The prime contractor must be on MoDOT's approved contractor listing at least 7 days before the day of the bid opening in order for Jefferson County to concur with the award of this project. Jefferson County will only concur with awarding the contract to a responsible bidder who has submitted the lowest, responsive bid. A responsive bid is one that meets all requirements of the advertisement and proposal, and "responsible" is defined as one who is physically organized and equipped with the financial wherewithal to undertake and complete the contract.

### **(1) PROPOSED WORK:**

The proposed work includes: The work in general will consist of bridge replacement, realignment of the roadway, bituminous surfacing, guardrail placement and creek channel improvements. Located on Charter Church Road over Plattin Creek in Sections 25 & 30, Township 39 North, Ranges 5 & 6 East, Jefferson County, Missouri. The bridge is currently reduced to one lane.

**(2) PLANS AND SPECIFICATIONS:** Plans (if applicable) and specifications for this project are available through the Jefferson County, Missouri Government website <http://www.jeffcomo.org/PublicWorksProjects.aspx?nodeID=Purchasing>. It is the bidder's responsibility to obtain these documents from the provided source, including copies for use in construction. Paper copies of any documents will require advance notice and are subject to administrative fees for labor and material costs. Plans, specifications, and any other project documents are made available only for the purposes of obtaining bids, and as a resource to the awarded contractor. These documents do not confer a license or grant for any other use.

**(3) CONTRACT DOCUMENTS AND SITE CONDITIONS:** Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize himself with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize himself with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents. Each bidder will, at his own expense, make such investigations and tests as the bidder may deem necessary to determine his Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents. On request, the County will provide each bidder access to the site to conduct such investigations and tests, as each bidder deems necessary for submission of his Bid. The lands upon which the Work is to be performed rights - of - way for access thereto and other lands designated for use by the Contractor in performing the work are identified in the projects specifications or plans.

**(4) COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2019" and "Missouri Standard Plans for Highway Construction, 2019" and Supplemental Revisions (if applicable), their revisions, and the request for bid, including appendices, special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All specifications published by Missouri Department of Transportation may be obtained from the webpage [www.modot.org](http://www.modot.org). By submitting this bid, the contractor acknowledges that all specifications, including those that are referenced in the bid documents, shall be specifications of the contract. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project. All questions about the meaning or intent of the Contract Documents shall be submitted to the county project manager as stated on the "Bidder Checklist." Replies will be issued by Addenda, mailed, or electronically delivered to all parties recorded by the County Engineer as having received the Bidding Documents. Oral and other interpretations or clarifications will be without legal effect. The bidder must have completed and submitted the Plan Holder's Contact form to be recorded as having received the Bidding Documents. In all documents published by others, the term "Commission" shall be replaced with the term, "Jefferson County", and the term "Engineer" shall be replaced with "Public Works Director/County Engineer." The contracting authority for this contract is Jefferson County, Missouri Department of Public Works.

**(5) PRIME CONTRACTOR REQUIREMENTS:** The prime contractor must be on MoDOT's approved contractor listing at least 7 days before the day of the bid opening in order for MoDOT to concur with the award of this project. The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than **30 percent** of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE \_\_\_\_\_

**(6) SUBCONTRACTORS:** No subcontract may be awarded by the prime contractor under this contract to anyone without approval of the County. In order for such approval to be obtained the Contractor shall submit a request to subcontract. This is not required for bid submittal. The proposed subcontractor must also submit, through the Contractor, the following documents in an acceptable form:

- a. Copy of any subcontracts, if requested
- b. Certification by proposed subcontractor regarding equal employment opportunity
- c. Certification by proposed subcontractor concerning labor standards and prevailing wage requirements;
- d. Any such other documents and evidence as the County may reasonably request to show that the subcontractor has fully complied with any reporting requirements to which it is or was subject.
- e. Subcontractor shall have certificate of insurance with the same limits as the prime contractor listing Jefferson County, Missouri Department of Public Works as Additional Insured and as a certified holder. The endorsement is also required.
- f. Affidavit of Federal Employment Authorization to be completed and turned in by proposed subcontractors.
- g. E-verify MOU in its entirety.

**(7) SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract. The documents by proposed subcontractors are not required to be attached to the Contractor's Bid.

**(8) SALES AND USE TAX EXEMPTION:** Jefferson County, a tax exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

**(9) PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Ninety Five ( 95 ) Working Days

**(10) LIQUIDATION DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated Damages: \$ 1,100.00 or One Thousand One Hundred Dollars per Day

**(11) BID GUARANTY:** The bidder shall submit a Bid Guaranty. The project bid bond form is included in the bid book. The bidder shall mark the box here to identify the type of Bid Guaranty.

Paper Bid Bond  
 Cashier's Check

Bid Guaranty shall be made payable to the Owner, in the amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on the form attached, if a form is prescribed) issued by a Surety. The Bid security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security within 15 days of the Notice of Award. Failure to do so may result in the annulment of the Notice of Award and forfeiture of the Bid Security. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the "Effective date of the Agreement" (which is the date the agreement has been executed by all parties) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid securities by other bidders, in the form of a check or other collateral, will be returned within seven days of the Bid opening.

**(12) SUBSTITUTE MATERIALS, EQUIPMENT, AND VALUE ENGINEERING:** The Contract, if awarded, will be on the basis of material and equipment specified in the Drawings or Supplemental Specifications without consideration of possible substitute "or-equal" items. Whenever it is indicated in the Drawings or Supplemental Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by a Contractor, it must first be proven to be acceptable by the county. Proposals to alter the project design or specifications, otherwise known as "Value Engineering" must also be proposed and accepted. Application for such acceptance will not be considered by County Engineer until after the "effective date of the Agreement". Bidders should assume that no modifications to the contract or design will be allowed for it is not guaranteed that a modification will be allowed. Bid on the plans and Specifications "As-Is", including any issued addendum during the bidding phase.

**(13) MATERIALS INSPECTION:** All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

**(14) ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE \_\_\_\_\_

**(15) CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

**(16) BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:  
[www.ecfr.gov/cgi-bin/text-idx?SID=d55e4f29583a8177baf0aa23e2919235&mc=true&node=se23.1.635\\_1410&rgn=div8](http://www.ecfr.gov/cgi-bin/text-idx?SID=d55e4f29583a8177baf0aa23e2919235&mc=true&node=se23.1.635_1410&rgn=div8)

**(17) FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract.

**(18) PREVAILING WAGE (FEDERAL AND STATE):** This contract requires the payment of no less than the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 25", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

**(19) DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM:**  
The DBE goal for this project is 10 %. Even if a DBE goal is not established, the bidder shall complete and return the included DBE submittal forms (Sheets 20 - 22) by 4pm on the third (3<sup>rd</sup>) business day following the bid opening date. Instructions for submittal are at the top of the Second(2<sup>nd</sup>) DBE Submittal Form.  
If the bidder does not meet the established project DBE goal, award of contract can only be made if the bidder can document and demonstrate good faith effort to meet the goal. MoDOT will review and make a determination of the good faith effort.  
Only those DBE firms listed on the MRCC DBE Directory will be allowed to count for participation toward the established DBE goal. DBE's must be listed on the MRCC DBE Directory at the time of the bid opening.

**(20) TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be slot(s) at 1000 hours per slot or NaN hours.

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE \_\_\_\_\_

(21) **OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO. See General Provision 43 for further details.

(22) **ADDENDUM ACKNOWLEDGEMENT:** An addendum, if issued, will be posted on the County's website (Jeffcomo.org in same location as these specifications), and will be emailed to the provided contact on the "Plan Holder Information Request" form. Bidder must submit the plan holder contact form, with a valid email contact, to receive any addenda notifications. By submitting a bid, the bidder acknowledges he or she was afforded equal opportunity to gain access and knowledge of any addenda. The County shall not be held liable for a bidder's failure to provide proper contact information leading to the failure of acknowledging any contract modifications. The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. Acknowledgement of addenda shall be completed in the appropriate section of the "Bid Form", after the bid line items. Bidder shall also staple the first sheet (cover page that has the engineer's seal) of the addendum to the back side of the first sheet of the bid submittal package. If no addendum issued, bidder shall note this within the same section of the "Bid Form"

(23) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. **The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted with the bid.** A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

[https://labor.mo.gov/sites/labor/files/pubs\\_forms/PW-4-AI.pdf](https://labor.mo.gov/sites/labor/files/pubs_forms/PW-4-AI.pdf)

All bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance.

[http://www.dhs.gov/files/programs/gc\\_1185221678150.shtm](http://www.dhs.gov/files/programs/gc_1185221678150.shtm)

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(THIS SPACE INTENTIONALLY LEFT BLANK)

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE \_\_\_\_\_

**(24) SIGNATURE AND IDENTITY OF BIDDER:** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of

\_\_\_\_\_, which is the correct  
LEGAL NAME as stated on the contractor questionnaire (if applicable).

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venture (whether individuals or corporations, and whether doing business under a fictitious name), or (4) corporation. Indicate by marking the appropriate box below.

sole individual

partnership

joint venture

corporation, incorporated under laws of state of \_\_\_\_\_.

b) If the bidder is doing business under a fictitious name, indicate below by filling in the fictitious name

---

Executed by bidder this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

THE BIDDER ACKNOWLEDGES THAT THIS IS AN UNSWORN DECLARATION, EXECUTED UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE UNITED STATES AND/OR FALSE DECLARATION UNDER THE LAWS OF MISSOURI, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS. THE FAILURE TO PROVIDE THIS CERTIFICATION IN THIS BID MAY MAKE THIS BID NON-RESPONSIVE, AND CAUSE IT TO BE REJECTED.

THE BIDDER CERTIFIES THAT THE BIDDER'S COMPANY KNOWINGLY EMPLOYS ONLY INDIVIDUALS WHO ARE AUTHORIZED TO WORK IN THE UNITED STATES IN ACCORDANCE WITH APPLICABLE FEDERAL AND STATE LAWS AND ALL PROVISIONS OF MISSOURI EXECUTIVE ORDER NO. 07-13 FOR CONTRACTS WITH THE CONTRACTING AUTHORITY.

Check this box ONLY if the bidder REFUSES to make any or all of these certifications. The bidder may provide an explanation for the refusal(s) with this submittal.

---

Signature of Bidder's Owner, Officer, Partner or Authorized Agent

---

Please print or type name and title of person signing here

Attest:

---

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

**(25) MODIFICATION AND WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with the County and promptly thereafter demonstrates, to the reasonable satisfaction of the County, that there was a material and substantial mistake in the preparation of his or her Bid, that Bidder may withdraw their bid. Thereafter, that Bidder will be disqualified from further bidding on the proposed contract, or any future contracts related to the original.

**(26) OPENING OF BIDS:** Bids will be opened publicly. All Bids shall remain open for sixty days after the day of the Bid opening.

The County may, at their sole discretion, release any Bid, and return the Bid Security prior to that date. The County reserves the right to reject any and all bids, to waive any or all informalities, and to reject any non-responsive bids. In evaluating Bids, the County shall require Bidders to be on MoDOT's approved contractor list at least 7 days before the day of the bid opening. The County retains sole authority to determine whether the Bid meets all requirements of the advertisement and proposal, and any alternates, and all unit prices requested in the Bid forms are provided in an acceptable manner.

**(27) AWARD OF CONTRACT:** This project will be awarded to the lowest, responsive, responsible bidder.

The County may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the County. The County may conduct such investigations as they deem necessary to assist in the evaluation of whether any Bid is responsive in accordance with the Contract Documents to the County's satisfaction within the prescribed time. If the contract is to be awarded, the County will give the Successful Bidder a Notice of Award within sixty days after the date of the Bid opening.

Section 39 of the General Provisions set forth the County's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to the County it shall be accompanied by the required Contract Security.

When the County gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and deliver at least four counterparts of the Agreement to the County with all other Contract Documents attached. The County will return one executed Contract Agreement to the Contractor.

**(28) FAILURE TO EXECUTE AGREEMENT:** Failure to execute the agreement and to file the acceptable contract bonds within 15 days after the unexecuted agreement has been mailed to the bidder, shall be just cause for the cancellation of the award and the forfeiture of the bid guaranty. A bidder failing to file an acceptable bid or contract bond from an approved surety, or failing to execute the agreement within the time provided, shall result in a cancellation of the award to that bidder, and disqualify that bidder, and any other firm having common ownership or control with that bidder, from performing any work on the county project or projects which are the subject of that bid, as a prime contractor, a subcontractor, or a supplier.

**(29) ITEMIZED BID:** The Bidder shall indicate, in U.S. Dollar figures, a unit price for each item on the form, the product of the respective quantities and unit prices in the column provided, the subtotal for each item group, and the gross sum (Total Bid). In case of discrepancy between the gross sum shown on the bid and that obtained by adding the products of the quantities of work and the unit prices, the bidder agrees that the unit prices shall govern, and any errors found in said products and gross sum may be corrected by the County. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. The bid shall also satisfy all of the following requirements:

- a) Bid Forms must be completed in ink or by typed font. Corrections shall be crossed out and initialed in ink
- b) 3 (Three) copies of the entire bid document shall be included with submittal. Only one required to be original ink.
- c) Bids submitted in person shall be enclosed in an opaque, sealed envelope, and the Project Title, Project Number, Name and address of the bidder, and contact name and phone number, shall be noted on the outside of the envelope. Bid shall be delivered to the office of the County Clerk, 725 Maple Street, Hillsboro, MO 63050. Bids submitted by mail or delivery system shall include all of the afore mentioned notation, with the sealed envelope placed within an outer envelope for mailing. The outer envelope shall have the notation "BID ENCLOSED". Bids must be stamped as received by the county clerk's office prior to the deadline stated in the Bid Notice, or as noted in any addenda that modifies the bid submittal deadline.
- d) The bid shall contain an acknowledgment of receipt of all or no Addenda (shall be completed on the Bid Form).
- e) The address, phone number, and email, to which communications regarding the Bid are to be directed, must be shown.
- f) Failure to submit the following documents prior to bid opening makes the bid non-responsive and ineligible for award:
  - a. Complete and Submit Plan Holder's List Form prior to bid submittal (email before bid opening)
  - b. Bid Submittal Cover Sheet with bidder's name printed or typed
  - c. Instructions and Notices to Contractors initialed on each page, all spaces filled, signed.
  - d. Balanced Bid Form, complete, signed, and embossed (if corporation), **addenda acknowledged and 1<sup>st</sup> sheet attached**
  - e. Bid Guaranty/Bid Bond (Assurance Company's form is valid substitute to generic form herein)
  - f. Bidder's Acknowledgement completed and signed
  - g. Affidavit of Federal Employment Authorization (Annual Worker Eligibility Verification Affidavit)
  - h. Enclose Certificate of Insurance

The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents. The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

# BID FORM

TO: JEFFERSON COUNTY, MISSOURI

BID FOR: Charter Church Road Bridge Replacement at Mitch Sweet

PROJECT NO. : STP-5403 (673)

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with the County in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty days after the day of Bid opening. BIDDER will sign the Agreement and submit all documents required within fifteen (15) days after the COUNTY'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary; and
  - (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.
4. Unit Prices:  
Bidder will complete the project for the following unit prices. It is understood that the quantities given for the following bid items are not guaranteed by the Jefferson County Department of Public Works and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job, and that the sum of quantities listed below, multiplied by the unit price shall constitute the gross sum bid.

(THIS SPACE INTENTIONALLY LEFT BLANK)

(Enter Unit Prices Beginning on Next Sheet)

**Charter Church Road Bridge Replacement at Mitch Sweet - STP-5403 (673)**

**ROADWAY ITEMS:**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ Amount
2013000	Clearing & Grubbing	ACRE	0.7		
2022010	Removal of Improvements	LS	1.0		
2031000	Class A Excavation	CUYD	2216.0		
2036000	Compacting Embankment	CUYD	499.0		
2059999	Subgrade Repair	SQYD	500.0		
2063000	Class 3 Excavation	CUYD	43.0		
2072000	Linear Grading, Class 2	STA	1.3		
3040143	Type 1 Aggregate for Base (4" Thick)	SQYD	1218.0		
3040163	Type 1 Aggregate for Base (6" Thick)	SQYD	233.0		
4011209	Bituminous Pavement Mixture Surface (BP-1)	TON	131.0		
4013000	Bituminous Pavement Mixture (Base)	TON	525.0		
4071005	Tack Coat	GAL	40.0		
6061010	Guardrail Type A	LF	38.0		
6061050	Guardrail Type E, 3 ft.-1.5 in spacing	LF	75.0		
6062100	Bridge Anchor Section (Curb Type)	EA	1.0		
6062303	Asymetrical Transition Section, 6.5 Ft. Post	EA	1.0		
6113020	Furnishing Type 2 Rock Blanket	CUYD	335.0		
6113040	Placing Type 2 Rock Blanket	CUYD	335.0		
6161005	Construction Signs	SQFT	197.0		
6161030	Type III Moveable Barricade	EA	6.0		
6161052	Warning Light, Type B	EA	8.0		
6161098A	Changeable message sign, W/O Interface Contr. Furn & Contr. Retained.	EA	2.0		
6181000	Mobilization	LS	1.0		
6274000	Contractor Furnished Surveying and Staking	LS	1.0		
7261030	30" Pipe Group A (RCP)	LF	36.0		
7320630	30" or Allowed Substitute Group A Flared End Section	EA	2.0		
8061005	Rock Ditch Check	LF	12.0		
8061019	Silt Fence	LF	953.0		
<b>ROADWAY ITEMS =</b>					

**BRIDGE ITEMS:**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ Amount
2061000	Class 1 Excavation	CUYD	130.0		
2160500	Removal of Bridges	LS	1.0		
5031011A	Bridge Approach Slab (Minor Road)	SQYD	143.0		
7011105	Drilled Shafts (3 ft 6 in)	LF	51.0		
7011204	Rock Sockets (3 ft 0 in)	LF	60.0		
7011300	Supplementary Television Camera Inspection	EA	6.0		
7011400	Foundation Inspection Holes	LF	60.0		
7011600	Sonic Logging Testing	EA	6.0		
7021210	Galvanized Structural Steel Piles (10 in)	LF	225.0		
7026000	Pre-Bore for Piling	LF	205.0		
7027000	Pile Point Reinforcement	EA	10.0		
7032003	Class B Concrete (SubStructure)	CUYD	87.8		
7034213	Slab on Concrete I-Girder	SQYD	645.0		
7034215	Safety Barrier Curb	LF	356.0		
7056001	Type 3 (39") Prestressed Concrete I-Girder	LF	1050.0		
7061060	Reinforcing Steel (Bridges)	LB	17140.0		
7123301	Steel Intermediate Diaphragm for P/S Concrete	EA	15.0		
7123610	Slab Drain	EA	15.0		
7151001	Vertical Drain at End Bents	EA	2.0		
7161000	Plain Neoprene Bearing Pad	EA	12.0		
7161002	Laminated Neoprene Bearing Pad Assembly	EA	24.0		
<b>BRIDGE ITEMS =</b>					

**STRIPING ITEMS:**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ Amount
6206000C	4" White Acrylic Waterborne Pavement Marking Paint, Type P Beads	LF	1030.0		
6206001C	4" Yellow Acrylic Waterborne Pavement Marking Paint, Type P Beads	LF	1030.0		
6208065	Temporary Raised Pavement Marker, Type 2	EA	12.0		
<b>STRIPING ITEMS =</b>					

**LANDSCAPE ITEMS:**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ Amount
8051000	SEEDING	ACRE	0.4		
<b>LANDSCAPE ITEMS =</b>					

**PROJECT TOTAL =** \_\_\_\_\_

5. BIDDER agrees that the work will be completed within the time period specified below or the contractor shall pay the county, not as a penalty but as liquidated damages, a sum equal to the amount specified below for each day, as defined by Sec 108 of the 2019 edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit, excluding any extention of time granted by the engineer:

TIME PERIOD: Ninety Five ( 95 ) Working Days  
 LIQUIDATED DAMAGES: \$ 1,100.00 or One Thousand One Hundred Dollars per Day

6. The County reserves the right to negotiate additional terms for the time of completion with the successful bidder.

7. The terms used in this Bid which are defined in the General Provisions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Provisions.

8. Bidder has examined all Contract Documents including, but not limited to, the Bidder's Checklist, Bid Notice, Instructions and Notices to Contractors, and the following Addenda, if applicable. Bidder must acknowledge all addenda to be considered responsive:

NO.	Date Released	Bidder's Initials	
1	/ /20 ____		
2	/ /20 ____		* Initial in Above * Box if Acknowledging No Addenda
3	/ /20 ____		
4	/ /20 ____		

COMPLETE BID SUBMITTED on \_\_\_\_\_, 20\_\_\_\_\_

By \_\_\_\_\_  
 (Corporation Name)

\_\_\_\_\_  
 (State of Incorporation)

\_\_\_\_\_  
 (dba Name, if Applicable)

By \_\_\_\_\_  
 (Typed Name of Person Authorized to Sign)

x \_\_\_\_\_  
 (Signature of Authorized Person)

(Affix Corporate Seal)

\_\_\_\_\_  
 (Title)

Attest \_\_\_\_\_  
 (Typed Name of Secretary)

x \_\_\_\_\_  
 (Signature of Secretary)

Business Address:  
 \_\_\_\_\_

Business Phone: ( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_

\_\_\_\_\_

# **BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_  
as principal and \_\_\_\_\_  
as surety, are held and firmly bound unto Jefferson County, Missouri, in the penal sum  
of \_\_\_\_\_ Dollars (\$) \_\_\_\_\_ to be paid to the county,  
the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the County on route(s) \_\_\_\_\_

, project (s) \_\_\_\_\_

for construction or improvement of County road(s) as set out in said bid;

NOW THEREFORE, if the County shall accept the bid of the principal and if the principal shall properly execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid and the specifications, to the satisfaction of the county, then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

In the event the said principal shall, in the judgment of the County, fail to comply with any requirement as set forth in the preceding paragraph, then Jefferson County, Missouri shall immediately and forthwith be entitled to recover the full penal sum above set out, together with court costs, attorney's fees, and any other expense of recovery.

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form furnished by the County, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway Construction.

\_\_\_\_\_  
Principal

SEAL By \_\_\_\_\_  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Surety

SEAL By \_\_\_\_\_  
\_\_\_\_\_  
Signature of Attorney in Fact

NOTE: This bond must be executed by the principal, and by a corporate surety authorized to conduct surety business in the state of Missouri.

# BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable)

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me first duly sworn, did say that he executed the forgoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint ventures) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that he executed the same as his free act and deed.

(if a partnership or joint venture) acknowledged that he executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that he is the \_\_\_\_\_  
(President or other agent)

of \_\_\_\_\_; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and he acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_ The day  
and year first above written.

(SEAL)

## Notary Public

## ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(for joint ventures, a separate affidavit is required for each business entity)

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

- I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by Jefferson County, Missouri. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.
- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by Jefferson County, Missouri, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

## Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.  
city (or county) state

My commission expires:

## Public Notary

*[documentation of enrollment/participation in a federal work authorization program attached]*

# DBE Submittal Forms

**(6) DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening.

(A) **DBE Contract Goal:** By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 10 % of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

(B) DBE Participation: The bidder certifies that it will utilize DBE's as follows:

% OF TOTAL FEDERAL CONTRACT

NOTE: Bidder must fill in the above blank. If no percentage is specified, the bidder certifies that it agrees to, and will comply with the contract goal. If a percentage below the contract goal is specified, then the bidder must submit complete documentation of good faith efforts to meet the DBE contract goal, immediately below.

(C) Certification of Good Faith Efforts to Obtain DBE Participation: By submitting its signed bid, the bidder certifies under penalty of perjury and other provisions of law, that the bidder took each of the following steps to try to obtain sufficient DBE participation to achieve the Commission's proposed DBE Contract Goal: (Attach additional sheets if necessary).

## DBE Submittal Forms

Identification of Participating DBEs: The information shown on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the Jefferson County, Missouri Department of Public Works by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is 636.797.5565 and the email address for submittal is rrussell@jeffcomo.org. The original copy must be mailed by overnight mail to Jefferson County Department of Public Works the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is still required even if the Contract DBE Goal is 0%)

The undersigned submits the following list of DBEs to be used in accomplishing the work of this contract. The work, supplies or services, applicable value and percent of total federal contract each DBE is to perform or furnish is as follows:

(A) DBE Name & Address	(B) Bid Item numbers (Or Line numbers)	(C) \$ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal ** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item (C x D)	(F) % Of Total Contract Amount for each item (E/Total Contract Amount)
1.					
2.					
3.					
4.					
Total DBE Participation					

\*\* Cannot exceed contract amount for given item of work.

## DBE Submittal

(A) DBE Name & Address	(B) Bid Item numbers	(C) \$ Value of DBE of Work **  (Unit Price x Quantity of each item in B, or Lump Sum)	(D) % Of \$ Value Applicable to DBE Goal **  (100%, 60%)	(E) \$ Amount Applicable to DBE Goal for each item  (C x D)	(F) % Of Total Contract Amount for each item  (E/Total Contract Amount)
Trucking Services  Only used if the DBE owns the trucks or is leasing from a DBE firm			100%		
Trucking Services  Trucks are leased from non- DBE source				Only Include <u>Fees</u> for Trucking Services	
Brokered Services				Only Include <u>Fees</u> for Brokered Services	
Totals (Page 1)					
Totals (Page 2)					
Totals (additional pages if needed)					
Total DBE Participation					

\*\* Cannot exceed contract amount for given item of work.

Company: \_\_\_\_\_ Date: \_\_\_\_\_

By: \_\_\_\_\_ Title: \_\_\_\_\_

## AGREEMENT FORM

THIS AGREEMENT is dated as of \_\_\_\_\_, in the year \_\_\_\_ by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \_\_\_\_\_, agree as follows:

### ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the  
**Charter Church Road Bridge Replacement at Mitch Sweet**, Project No. **STP-5403 (673)**

The proposed work includes:

The proposed work includes: The work in general will consist of bridge replacement, realignment of the roadway, bituminous surfacing, guardrail placement and creek channel improvements. Located on Charter Church Road over Plattin Creek in Sections 25 & 30, Township 39 North, Ranges 5 & 6 East, Jefferson County, Missouri. The bridge is currently reduced to one lane.

### ARTICLE 2. ENGINEER

The County has designated the Public Works Director, who is hereinafter called ENGINEER and who has the authority assigned to OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

### ARTICLE 3. CONTRACT TIME

3.1 The work will be completed and ready for final payment in accordance with Section 30 of the General Provisions within Ninety Five ( 95 ) Working days after the date when the Contract Time commences to run. Allowances will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR.

If the CONTRACTOR is unable to begin work as required, the ENGINEER shall be notified in writing. Unless the ENGINEER gives written approval for a delay in beginning the work, Working days will begin to be counted for liquidated damages. The count will continue until the CONTRACTOR begins full operation. The count will resume when work is suspended, or full operation is not maintained.

3.2 BIDDER agrees that the work will be completed within the time period specified below or the contractor shall pay the County, not as a penalty but as liquidated damages, a sum equal to the amount specified below for each day, as defined by Sec 108 of the 2019 edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit, excluding any extention of time granted by the engineer:

LIQUIDATED DAMAGES: \$ 1,100.00 or One Thousand One Hundred Dollars per Day

### ARTICLE 4. CONTRACT PRICE

4.1 Owner shall pay Contractor for performance of the work in accordance with the contract documents in current funds

**Charter Church Road Bridge Replacement at Mitch Sweet - STP-5403 (673)**

**ROADWAY ITEMS:**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ Amount
2013000	Clearing & Grubbing	ACRE	0.7		
2022010	Removal of Improvements	LS	1.0		
2031000	Class A Excavation	CUYD	2216.0		
2036000	Compacting Embankment	CUYD	499.0		
2059999	Subgrade Repair	SQYD	500.0		
2063000	Class 3 Excavation	CUYD	43.0		
2072000	Linear Grading, Class 2	STA	1.3		
3040143	Type 1 Aggregate for Base (4" Thick)	SQYD	1218.0		
3040163	Type 1 Aggregate for Base (6" Thick)	SQYD	233.0		
4011209	Bituminous Pavement Mixture Surface (BP-1)	TON	131.0		
4013000	Bituminous Pavement Mixture (Base)	TON	525.0		
4071005	Tack Coat	GAL	40.0		
6061010	Guardrail Type A	LF	38.0		
6061050	Guardrail Type E, 3 ft.-1.5 in spacing	LF	75.0		
6062100	Bridge Anchor Section (Curb Type)	EA	1.0		
6062303	Asymetrical Transition Section, 6.5 Ft. Post	EA	1.0		
6113020	Furnishing Type 2 Rock Blanket	CUYD	335.0		
6113040	Placing Type 2 Rock Blanket	CUYD	335.0		
6161005	Construction Signs	SQFT	197.0		
6161030	Type III Moveable Barricade	EA	6.0		
6161052	Warning Light, Type B	EA	8.0		
6161098A	Changeable message sign, W/O Interface Contr. Furn & Contr. Retained.	EA	2.0		
6181000	Mobilization	LS	1.0		
6274000	Contractor Furnished Surveying and Staking	LS	1.0		
7261030	30" Pipe Group A (RCP)	LF	36.0		
7320630	30" or Allowed Substitute Group A Flared End Section	EA	2.0		
8061005	Rock Ditch Check	LF	12.0		
8061019	Silt Fence	LF	953.0		
<b>ROADWAY ITEMS =</b>					

**BRIDGE ITEMS:**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ Amount
2061000	Class 1 Excavation	CUYD	130.0		
2160500	Removal of Bridges	LS	1.0		
5031011A	Bridge Approach Slab (Minor Road)	SQYD	143.0		
7011105	Drilled Shafts (3 ft 6 in)	LF	51.0		
7011204	Rock Sockets (3 ft 0 in)	LF	60.0		
7011300	Supplementary Television Camera Inspection	EA	6.0		
7011400	Foundation Inspection Holes	LF	60.0		
7011600	Sonic Logging Testing	EA	6.0		
7021210	Galvanized Structural Steel Piles (10 in)	LF	225.0		
7026000	Pre-Bore for Piling	LF	205.0		
7027000	Pile Point Reinforcement	EA	10.0		
7032003	Class B Concrete (SubStructure)	CUYD	87.8		
7034213	Slab on Concrete I-Girder	SQYD	645.0		
7034215	Safety Barrier Curb	LF	356.0		
7056001	Type 3 (39") Prestressed Concrete I-Girder	LF	1050.0		
7061060	Reinforcing Steel (Bridges)	LB	17140.0		
7123301	Steel Intermediate Diaphragm for P/S Concrete	EA	15.0		
7123610	Slab Drain	EA	15.0		
7151001	Vertical Drain at End Bents	EA	2.0		
7161000	Plain Neoprene Bearing Pad	EA	12.0		
7161002	Laminated Neoprene Bearing Pad Assembly	EA	24.0		
<b>BRIDGE ITEMS =</b>					

**STRIPING ITEMS:**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ Amount
6206000C	4" White Acrylic Waterborne Pavement Marking Paint, Type P Beads	LF	1030.0		
6206001C	4" Yellow Acrylic Waterborne Pavement Marking Paint, Type P Beads	LF	1030.0		
6208065	Temporary Raised Pavement Marker, Type 2	EA	12.0		
<b>STRIPING ITEMS =</b>					

**LANDSCAPE ITEMS:**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ Amount
8051000	SEEDING	ACRE	0.4		
<b>LANDSCAPE ITEMS =</b>					

**PROJECT TOTAL =** \_\_\_\_\_

## ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Section 33 of the General Provisions. The Engineer as provided in the General Provisions will process application for Payment.

5.1 Progress Payment. Owner will make progress payments per the Contract Bid Price on the basis of the Contractor's Application of Payment as recommended by the Engineer, on or about the First day of each month during the construction as provided below. All progress payments will be on the basis of the Work measured on the job site according to unit of measurement as shown within the job special provisions or Missouri Standard Specifications.

5.1.1 The Engineer may initiate withholding of retainage as provided by Section 109.9 of the Missouri Standard Specifications for Highway Construction. Release of any retained percentage shall be as provided by Section 109.9.

5.1.2 When the Contractor receives any payment from the Engineer, the Contractor shall make prompt payment to subcontractors and suppliers as provided by Section 109.13 of the Missouri Standard Specifications for Highway Construction.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Section 33 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by the ENGINEER.

## ARTICLE 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the County to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal laws, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site of otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications. When the information is available it will either be included in the bid documents or made available at the Jefferson County Department of Public Works for the Contractor's review.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 9 as he deems necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports or similar data will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

## ARTICLE 7.

## CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement (if any)
- 7.3 Contract Performance and Payment and Materials Bonds, consisting of 3 pages.
- 7.4 Notice of Award
- 7.5 General Provisions (Pages GP-1 to GP-11, inclusive).
- 7.6 Specifications bearing the title PROJECT SPECIFICATIONS FOR:  
**Charter Church Road Bridge Replacement at Mitch Sweet**, Project No.: **STP-5403 (673)**  
and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda numbers \_\_\_\_ to \_\_\_\_ , inclusive.
- 7.8 CONTRACTOR'S Bid and all attachments
- 7.9 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.10 Any Modification, including Change Orders, duly delivered after execution of agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 35 of the General Provisions).

## ARTICLE 8.

## MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Section 1 of the General Provisions shall have the meanings indicated in the General Provisions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

## ARTICLE 9.

## OTHER PROVISIONS

9.1 Access to records. In connection with this Contract the County shall have access to any books, documents, papers, and records of the CONTRACTOR, which are directly pertinent to this project for the purpose of making an audit, examination, excerpts, and transcriptions.

9.2 Applicable Laws and Regulations. The CONTRACTOR expressly agrees to comply with all applicable rules and regulations as set forth in the Contract Documents or as may be required by law, and further agrees to submit all certifications, notices, and affirmative action plans as may now or hereafter be required, and to place such conditions and provisions in any and all subcontracts as may be required.

9.3 Conflict of Interest. The CONTRACTOR covenants that he or she presently has not interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner or degree with the performance of his or her services and obligation hereunder. The CONTRACTOR further covenants that in the performance of this contract, no person known to have any conflicting interest shall be knowingly employed in the performance of this Contract.

#### ARTICLE 10. VENUE

10.1 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 Jefferson County, Missouri.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have signed this agreement in triplicate. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

FOR: JEFFERSON COUNTY, MISSOURI

BY: \_\_\_\_\_  
Dennis J. Gannon, County Executive

APPROVED AS TO FORM

DATE: \_\_\_\_\_

Carl W. Yates III, County Counselor

ATTEST: \_\_\_\_\_  
Ken Waller, County Clerk

DEPUTY CLERK

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
Kristy Apprill, County Auditor

FOR: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
CONTRACTOR

ATTEST: \_\_\_\_\_

SEAL

# CONTRACT PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned \_\_\_\_\_

\*a (corporation) duly authorized by law to do business as a construction contractor in the (partnership)

State of \_\_\_\_\_ (hereinafter called the "Contractor"), and \_\_\_\_\_

(hereinafter called the "Surety"), a corporation duly

authorized to do a Surety business under the laws of the State of Missouri, are held firmly bound

unto Jefferson County, (hereinafter called the "County"), in the penal sum of \_\_\_\_\_

Dollars (\$\_\_\_\_\_), lawful money of the United States, for the payment of which to be made unto said County; we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents as follows:

The conditions of this obligation are such that, whereas on the \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, the said Principal entered into a written Agreement, which  
Agreement is hereby made a part hereof, with the said County for the construction of

NOW THEREFORE, if the said Principal shall faithfully and properly perform the foregoing Contract according to all the terms thereof, and shall, as soon as the work contemplated by said contract is completed, pay to the proper parties all amounts due for all labor and material required by this contract in the construction work, and all insurance premiums for both compensation and all other kinds of insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise, then this obligation shall be void, otherwise it shall remain in full force and effect, and may be sued on for the

use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any contractor in the name of said County.

Every Surety on this bond shall be deemed held, any contract on the contrary notwithstanding, to consent without notice.

- a) To the extension of time to the Contractor in which to perform the contract.
- b) To changes in the plans, specifications, amount of work or contract.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in \_\_\_\_\_ original counterparts as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL) \_\_\_\_\_

Attest:

\_\_\_\_\_ By \_\_\_\_\_

(SEAL) \_\_\_\_\_

Attest:

\_\_\_\_\_ By \_\_\_\_\_

# PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, \_\_\_\_\_  
Principal and Address

\_\_\_\_\_, as Principal, and \_\_\_\_\_,  
Surety and Address

as Surety, are held and firmly bond unto Jefferson County, Missouri, hereinafter called Obligee,

in the amount of \$ \_\_\_\_\_, for the payment of which we jointly and severally bind ourselves,  
our heirs, executors, administrators, successors, trustees, and assigns firmly by these presents.

WHEREAS, the Principal has entered into a contract with Obligee for

\_\_\_\_\_; and  
describe briefly

WHEREAS, the Obligee requires that the Principal enter into a surety bond satisfying the terms of  
Section 107.170 R.S.Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay,  
or cause to be paid in full, the claims of all persons performing labor upon, or furnishing materials to  
be used in, or furnishing appliances, equipment or power contributing to such work under said  
contract, then this obligation shall be void; otherwise to remain in full force and effect. The total  
amount of surety's liability under this bond shall in no event exceed the amount hereof, and in no event  
shall the undertaking hereby be construed to impose liability on the surety beyond that  
required by the terms of Section 107.170 R.S.Mo.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

PRINCIPAL

By \_\_\_\_\_

SURETY

By \_\_\_\_\_

(ACKNOWLEDGMENT FOR PRINCIPAL)  
(ACKNOWLEDGMENT AND POWER OF ATTORNEY FOR SURETY)

## GENERAL PROVISIONS

- 1) **DEFINITIONS:** The following terms as used in these Contract Documents are respectively defined as follows:
  - a) "Owner" - A person, firm, corporation, municipality or Government agency, by which the Contract will be awarded. Where ever the Owner is specified, it shall also be construed to mean his authorized representative.
  - b) "Engineer" – County Engineer, Public Works Director, or any appointed Project Manager.
  - c) "Consultant" - The Engineering firm responsible for the preparation of construction plans.
  - d) "Contractor" - The person, firm, or corporation to whom the contract is awarded.
  - e) "Subcontractor" - A person, firm, or corporation, performing any part of the Contractor's obligations hereunder at the site of work excluding, however, the furnishing of standard materials, such as cement, lumber, and other materials not worked to a special design under the plans and specifications for the work.
  - f) "Contract Documents" - The agreement subscribed by the parties, the Invitation to Bidders, Information for Bidders, the Proposal, and the Plans and Specifications.
  - g) "Work" - The furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion and carrying out of all duties and obligations of the Contractor under the Contract Documents.
  - h) "Days" - Except where otherwise specifically provided in the Contract Documents, calendar days including Sundays and Holidays.
- 2) **NOTICE:** Unless otherwise specified herein, any notice required under the Contract Documents shall be deemed given if deposited in the United States mail, first class postage prepaid. Notice may also be given by hand delivery to the authorized representative
- 3) **INTENT OF THE CONTRACT DOCUMENTS:** The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expense as may be necessary for the proper execution of the work.

In interpreting the Contract Documents, words describing materials of work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

The work shall be executed in strict conformity with the plans and specifications.

The Contract Documents are complimentary and what is called for by any one shall be as binding as if called for by all. Anything stated in the specifications and not shown in the drawings, or shown in the drawings and not stated in the specifications, shall be of like effect as if shown or stated in both.
- 4) **PLANS / PROJECT SPECIFICATIONS:** Unless otherwise provided in the Contract Documents, the Plans, Project Specifications and subsequent addendums are available; free of charge, as a downloadable file from the Jefferson County website (<http://www.jeffccmo.org/PublicWorksProjects.aspx?nodeID=Purchasing>). The Contractor will be responsible for reproducing the plans necessary to carry out all the work.
- 5) **SUPERVISION AND PERSONNEL:** The Contractor shall have at the work site at all times a job supervisor. That individual shall be capable of reading and understanding the project plans and specifications, have authority to order materials and equipment, and have authority to execute work as directed by the Owner. The Contractor shall provide the name and phone numbers of the person appointed as job supervisor prior to issuance of notice to proceed.

All workers shall have sufficient skill and experience to properly perform the work assigned to them. The owner may demand the dismissal of any person employed by the contractor in, about or upon the work who engages in misconduct, is incompetent or negligent in the due and proper performance of assigned duties, or who neglects or refuses to comply with any proper directions given. Such person shall not again be employed thereon without the written consent of the owner. Should the contractor continue to employ or re-employ any such person, the owner may suspend the work until the contractor complies with such orders.

6) **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, rules and regulations bearing in the conduct of the work and shall obtain, at his expense, all permits and licenses necessary for the prosecution of the work. Unless provided for in the contract, or granted a waiver, permits required from other departments of the county shall be obtained by the contractor.

A sales tax exemption for construction materials is allowed by RSMo Section 144.062 RSMo, which applies to contractors for the County. If applicable to this contract, Jefferson County will issue an exemption certificate to the contractors, subcontractors and suppliers for the purchase of materials used in construction.

The Contractor shall be responsible for the payment of all Federal, State, municipal or local taxes, including but not limited to sales and use taxes, applicable to the performance of the contract, and shall indemnify and hold harmless the Owner, from the consequences of his failure to pay such taxes.

7) **USE OF JOB SITE:** The Contractor shall confine his equipment, apparatus, the storage of materials and operations of his workmen to limits indicated by law, ordinance, permits, easements or plans and shall not encumber the premises with his materials. The Contractor shall not load or permit any part of any structure to be loaded to the extent that its safety may be endangered.

8) **SANITARY PROVISIONS:** The Contractor shall provide and maintain a neat, sanitary jobsite, and accommodations for the use of his employees as may be necessary to comply with the sanitary requirements of laws or ordinances.

9) **SURVEYS:** The Contractor shall provide all surveys necessary to the performance of his work. All work shall be done to the lines, grades and elevations shown on the plans. Any improperly located items, horizontally or vertically, may be subject to removal and replacement at the Contractor's expense. The Owner or Consultant may, in his sole discretion, check from time to time the reference marks, lines, grades and measurements established by the Contractor but his exercise or failure to exercise such right shall not relieve the Contractor of his obligation as stated herein.

10) **CONDITIONS AT THE SITE:** The Contractor shall make such investigations of conditions above or below the surface of the ground, as he may deem necessary for the proper and timely performance of his work, including but not limited to the making of borings. No oral representations by any persons respecting such conditions shall in any manner be binding upon the Owner or the Consultant.

The Owner may have, for its own use, made borings at or near the site of the work. The boring data, if collected, will be made available to the Contractor, for his own convenience, if he desires to examine it.

Any interpretations or conclusions drawn by the Contractor from such data shall be his own and the Owner makes no representation or guaranty concerning the accuracy or completeness of such data.

11) **UTILITIES AND OTHER OBSTRUCTIONS:** It shall be the sole responsibility of the Contractor in the performance of the contract to locate and avoid all utilities, other structures and obstructions whether located below or above the surface of the ground. For that purpose, he shall employ all necessary precautions and methods to prevent damage to utilities, other structures and obstructions. In the event such damage does occur, the Contractor shall be solely liable therefore and he shall notify the affected utility and Owner immediately, make or have made all necessary repairs and bear the expense thereof and all damage caused thereby.

If the Contractor finds he cannot safely work at a location designated in the plans and specifications, either because of utilities, other structures or obstructions that may be damaged, he shall notify the Owner immediately.

Certain information relating to piping and underground utilities and structures, such as gas mains, water mains, and electric duct lines, has been gathered by the Consultant for its purposes and has been shown on the plans for the convenience of the Contractor and for such use as he may, at his own risk, desire to make of it. Any interpretations or conclusions drawn by the Contractor from such data on the plans shall be his own and the Owner and the Consultant makes no representations or guaranty concerning the accuracy or completeness of such data.

**12) STRUCTURES ENCOUNTERED AND PROTECTION OF LIFE AND PROPERTY:** The Contractor shall, at his own expense, support and protect all buildings, bridges, conduits, wires, water pipes, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property that may be encountered or endangered in the execution of the work herein contemplated. He shall replace, repair or to otherwise make good any damage caused to any such property to the satisfaction of the Owner thereof.

In the event the Contractor does not perform his obligations under this provision, the Owner reserves the right, at its election, to make good any damage to public or private property caused by the work of the Contractor and the cost thereof shall be borne by the Contractor.

In the event the Contractor refuses or fails to pay bills therefore upon presentation, the Owner may pursue any remedies available to it or may deduct the amount thereof from any money that may be due the Contractor hereunder from time to time.

Throughout the performance of the work, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches, and such detours as are necessary to care for the public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other contractors or to the Owner.

All disturbed areas, material stockpiles, and equipment staging areas, shall be protected from erosion. All receiving streams and waterways shall be protected from siltation, pollutants, or any other material considered to be hazardous by any governmental regulator of streams and waterways. Crossings shall be installed for the passage of equipment across any stream or waterway, and allow free passage of water and aquatic life beneath the crossing. The crossing type shall be approved by the engineer prior to installation. Unless otherwise listed as a bid item or incidental to another bid item, the contractor shall satisfy this requirement at his own expense.

The Contractor at his own expense shall provide the necessary watchmen and sufficient warning lights and barricades and take such other precautions as are necessary to protect life and property. The Contractor shall provide watchmen or additional watchmen at any point where they may be requested by the proper official of any municipality or governmental body affected.

Nothing in this section shall be construed as requiring the Contractor to provide a road patrol.

**13) PROTECTION OF WORK:** The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against adverse weather conditions and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the contract and the manner for providing for such contingencies and for carrying on the work in freezing weather shall meet with the approval of the Owner. If the Contractor shall fail to provide such protection or in the event of emergencies, the Owner may provide such protection at the Contractor's expense.

The contractor assumes all risk of damage to or destruction of the work covered by this contract until the work is completed and accepted by the Owner and shall repair or replace at his expense any work damaged or destroyed prior to such completion and acceptance regardless of cause.

**14) ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed. All persons on site shall have completed, and have the ability to present proof of, a minimum of 10 hour OSHA construction safety training, or other comparable program. See General Provision 43

**15) BLASTING:** The Contractor shall comply with all Federal, State, County and municipal laws, rules and regulations applicable to the transportation, storage or use of explosives. The Contractor shall assume all responsibility for any injury or damage that may be done during the transportation, storage or use of any explosives.

**16) OTHER CONTRACTS:** The Owner may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors, and carefully schedule and fit his own work to that work provided under the other contract. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor. It shall be at the sole discretion, and not to be assumed as a guarantee to the contractor, for the engineer to determine if conflicting, overlapping, or neighboring activities, was the sole cause of an unintended delay in the contractors work schedule.

17) **CUTTING AND PATCHING:** The Contractor shall do all cutting, fitting, or patching of his work that may be required to make its several parts connect with the work of other contractors shown upon, or reasonably implied by the plans and specifications. The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other contractor.

18) **CLEANING UP:** The Contractor shall at all times keep the premises free from accumulation of waste material of rubbish and at the completion of the work shall remove from and about the site all his rubbish, tools, equipment, scaffolding and surplus materials and shall leave his work clean and ready for use.

19) **SURVEILLANCE AND INSPECTION:** The Contractor shall provide safe, sufficient and proper facilities at all times for the surveillance and inspection of all parts of the work by the Consultant, Jefferson County, MoDOT, FHWA, or any other agency, contractor for the county, or utility that has the right of entry.

The Contractor shall, within 24 hours after receiving written notice from the Owner, proceed to remove all materials rejected by the Owner, whether worked or unworked, and take down all portions of the work, which shall be considered as unsound or improper, or in any way failing to conform to the plans and specifications.

Should it be considered necessary or advisable by the Owner at any time before acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall, on written request, promptly furnish all necessary facilities, labor, and material for that purpose. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or his subcontractors, he shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, he shall, in addition, be granted a suitable extension of time.

Unless otherwise provided in this contract, acceptance by the Owner will be made as promptly as practicable after completion of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guarantee. Acceptance by the Owner may be contingent upon the acceptance by other governmental bodies.

20) **MATERIALS AND WORKMANSHIP:** Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. When required by the plans and specifications, the Contractor shall furnish the Owner or Consultant, for approval, certified copies of test results made of the materials or articles, which he contemplates incorporating in the work. Shop Drawings and/or samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection. If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with established practice and standards recognized by engineers and state transportation officials.

21) **COOPERATION WITH UTILITIES:** All utility facilities and appurtenances, within the project limits, shall be located, or relocated, by the utility owner, unless otherwise specified. Locations of these utilities will be provided by the utility owners, or their provided third party, and may not be exact, particularly with regard to underground installations. The contractor shall use the Missouri One-Call System to satisfy this requirement.

The contractor shall lead the efforts to coordinate with utility owners and the engineer in the location and relocation of utility facilities, to minimize effects upon the contractor's work, interruption to utility service, or duplication of work by the utility owners. Facilities or appurtenances that are to remain in place during construction shall be accounted for, and protected by the contractor's work procedures.

In the event utility services are interrupted, and as a result of damage within the project limits, the contractor shall notify the appropriate utility authorities immediately, and cooperate with the utility owners until service has been restored. Work shall not begin around fire hydrants until provisions for continued service have been made and approved by the local fire authority. When the failure of the owners of utility facilities to cooperate and coordinate their work with that of the contractor results in actual delay to the contractor in the overall completion of the contractor's work, such delay will be considered in the count of working days or date specified for completion as contractor's sole compensation from the County, provided the contractor notified the engineer in writing of the delay at the time the delay occurred.

The contractor shall use every precaution to prevent damage to all public and private utilities. Repairs to damaged utilities caused by negligent or wrongful acts or omissions on the part of the contractor shall be corrected at the

contractor's expense. Damaged facilities shall be restored to a condition similar or equal to that existing before the damage occurred. The utility will designate who shall repair the damaged facility and the contractor shall not make repairs without utility approval.

Should there be located, within the right of way any public or private utility, facilities that are to remain in place, and which will interfere with the contractor's proposed methods of operation, the contractor, in cooperation with the engineer, shall make all necessary arrangements with the owner for any temporary or permanent removal or relocation of such facilities desired for the contractor's convenience. Any cost involved shall be at the contractor's expense.

If utility facilities or appurtenances are found that are not noted in the contract documents and could not be discovered in accordance with [Sec 102.5 of the Missouri Standard Specifications](#), the engineer shall be notified in writing as soon as possible of the conflict and will determine whether relocation of the utility is necessary to accommodate construction. If relocation is necessary, the contractor will make the necessary arrangements with the utility owner. Compensation for the relocation of utilities will be worked out between the County and the utility owner prior to the relocation of any utility. No compensation will be provided to the contractor for coordinating the location and/or relocation of utilities.

22) **“OR EQUAL CLAUSE”:** Whenever, in these specifications or in any of the Contract Documents, any article, appliance, device or material is designated by a manufacturer's or vendor's or proprietary or trade name and such words are not followed by the condition “or equal”, it shall be deemed that the words “or equal” do follow such designation unless the text clearly requires a contrary interpretation. Any article or material equaling the standards fixed may be used in place of that specifically mentioned by the specifications, provided that the material proposed is first submitted to and approved by the Owner or Consultant. If by reason of the unavailability of material or equipment, a substitute item of material or equipment is approved by the Owner or Consultant, the Owner shall receive the benefit of any economy resulting from the substitution.

23) **SUBLETTING OR ASSIGNING THE CONTRACT:** The bidder is specifically advised that any person, firm, or other party, to whom it is proposed to award a subcontract under this contract, must be acceptable to the County. Second tier subcontracting will not be permitted on this project. It will be the responsibility of the Contractor to insure that his subcontractors do not, in turn, subcontract any portion of the work.

The Contractor shall furnish to the County a signed copy of all subcontracts at or before the pre-construction meeting. This applies to Federal and local projects.

The Prime Contractor must be on MoDOT's approved Contractor Listing unless otherwise stipulated in the contract. The Prime Contractor must also perform with its own organization, contract work amounting to not less than 30% of the total original contract price. This applies to Federal and local projects.

24) **WARRANTIES AND GUARANTEES:**  
Clauses that require the contractor to guarantee materials and workmanship and otherwise maintain the work for a specified period after satisfactory completion and final acceptance will not be approved. This is not even permissible as a non-participating bid item. Routine warranties or guarantees provided by a manufacturer are valid. Contractors' warranties or guarantees providing for satisfactory in-service operation of mechanical and electrical equipment and relates components for a period not to exceed six (6) months following project acceptance are permissible.

25) **MATERIAL TESTING:** All project sampling and testing of materials shall be performed by the County or by a consultant employed by the County. The Contractor shall assure that representatives of the County, consultants employed by the County, or MoDOT, has the opportunity to sample and test materials used on this project. Acceptance testing specified to be conducted by LPA or Consultant hired by LPA. Inspector must be MoDOT Certified (EPG 136.11.17.1 and EPG 106.18). Costs associated with providing the sample materials shall be incidental to the cost of the project.

26) **TRAFFIC CONTROL:** All contractor operations, whether within the contract or incidental, shall adhere to the Federal Highway Administration's Manual On Uniform Traffic Control Devices (MUTCD 2009 including all revisions prior to the bid opening of this project). Unless otherwise listed as a bid item or incidental to another bid item, the contractor shall satisfy this requirement at his own expense.

**27) STORM WATER POLLUTION PREVENTION PLAN (SWPPP):** The County's Storm Water Pollution Prevention Plan shall be the "Erosion and Sediment Control/Stormwater Management Design Manual" Chapter 505, Jefferson County Code of Ordinances. The ordinance can be found at the web address <http://www.ecode360.com/JE3328>.

For projects without a drawing showing erosion and sediment control measures, the Engineer or his representative will direct what measures are to be used and where they will be placed. Any measures not covered by a pay item or not specifically addressed on the Plans or Specifications as incidental, will be by negotiated price. Concrete wash down pits shall be utilized for the washing of all concrete trucks. The pits shall be of adequate size to handle all wash down water. The pits shall be lined with a plastic liner (10 mil minimum) to prevent the seepage of the water into the adjoining ground. Berms may be necessary to prevent the migration of any splash water into the streams. The hardened waste from the wash down pits shall be removed and broken into pieces no larger than one cubic foot. The waste concrete pieces may be used as revetment, but will not be considered in measurement for payment. The cost of the wash down pits, berms and disposal shall be incidental to the cost of the concrete.

Contractors shall provide the proper equipment, materials, and labor to perform dewatering measures for all drilling, saw cutting, or any other activity that can result in the creation of drilling "Slurry." Contractors shall submit a dewatering plan at the request of the engineer. Dewatering activity costs shall be incidental to other items in the contract.

Any spillage of hazardous waste shall be cleaned up by the Contractor at no additional cost to the Owner. Measures shall be taken to ensure that no hazardous waste reaches a stream or adjoining property.

Any fines assessed for not following the SWPPP, will be the sole responsibility of the Contractor. If the Owner is fined by a State or Federal agency, liquidated damages in the amount of the fine will be charged to the Contractor by the Owner. Contractor agrees that it shall remit payment for said liquidated damages immediately upon request by Owner. Failure to do so may, at the Owner's option, be considered a breach of contract thereby entitling Owner to such other damages as may result. These damages shall be in addition to the liquidated damages described in this paragraph.

**28) SCHEDULE AND PROGRESS REPORTS:** The Contractor shall, within 15 calendar days after date of notice to proceed, submit to the Owner a project work schedule, covering all major operations in the work, for the County's review and approval. At the request of the Owner, the diagram shall be updated for relevancy to actual progress.

**29) TIME OF COMPLETION AND LIQUIDATED DAMAGES:** The parties recognize that time is of the essence of this contract and, after the Contractor receives notice to proceed from the Owner, the work to be performed hereunder shall be commenced and shall be completed within the respective number of days specified in the proposal.

If the Contractor fails to complete the work within the time specified, or any extension thereof granted hereunder, the Contractor shall pay the Owner the sum specified in the Contract for each day, as defined by Section 108 of the 2019 Edition of the "Missouri Standard Specifications for Highway Construction", the Contractor is in default. It is agreed that said daily sum is to be paid, not as a penalty, but as compensation to the Owner as liquidated damages for loss which the Owner will suffer because of such default through increased administrative and engineering costs and other tangible and intangible costs. Such damages may be at the Owner's option, be deducted from any monies held by it which are payable to the Contractor.

The completion of the work included under this Contract is defined for purposes of determining liquidated damages, as that time when all of the structures and appurtenances have been completed and tested and are, in the opinion of the Owner, ready for continuous permanent use and occupancy for the purposes intended, which includes all grading, cleaning up, or other minor work which is required to provide a completed project in accordance with the plans and specifications. At the Owner's discretion, unreasonable response time in the preparation and submittal of any required paperwork may also justify charging of working days or liquidated damages compensation. The date that liquidated damages are no longer applicable shall be the date of final acceptance from the Owner to the Contractor.

**30) EXTENSION OF TIME:** The Contractor shall not be entitled to any extension of time for completion of the work as herein above specified unless a request for extension is submitted to the engineer within 10 days of the delay, and proves:

- a. That such delay arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors arising from such unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors; and

b. That the Contractor cannot complete the work within the time specified solely by reason of such causes.

The engineer shall make a determination as soon as practicable after the Contractor's notice is received and shall decide the amount of additional time, if any, for completion of the work which conditions justify. Any time extensions will require approval of the Missouri Highway and Transportation Department and the Federal Highway Administration, as well as the Owner.

**31) FORFEITURE OF CONTRACT:** Should the Contractor at any time refuse, neglect or fail to supply a sufficient number of properly skilled workmen or sufficient equipment or materials of the proper quality, or execute the work with diligence and in accordance with approved schedules, or fail in the performance of any of the covenants herein contained, the Owner may, after three days written notice to the Contractor and his bonding company, provide any such labor, equipment or materials and deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract.

Alternatively, the Owner, may after ten days' written notice to the Contractor and his bonding company, terminate the employment of the Contractor for said works and enter upon the premises and take possession of all materials, tools and equipment thereon and finish or contract with others to finish the work. The Owner and such others may use such materials, tools and equipment to finish the work. The Contractor shall not be entitled to rental or other compensation for the use of his construction tools and equipment, but shall only be entitled to the return thereof in the condition existing when possession was taken, ordinary wear and tear excepted. In case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expenses incurred by the Owner to the Contractor, but if such expenses shall exceed such unpaid balance, the Contractor shall pay the difference from money then due or thereafter to become due to the Contractor under this contact. The expense incurred by the Owner as here provided for finishing the work and its cost incurred through such default shall be certified by the Consultant, whose certificate thereof shall be conclusive and binding upon the parties. The remedies of the Owner under this Article are exclusive of and in addition to any other contained in this contract, the Contractor's bonds, or provided by law.

**32) PAYMENTS:** The Contractor, shall receive as full compensation for all accepted work hereunder, a sum equal to the value of the work done based in his proposal, attached hereto and made a part of this contract.

Payment shall be made to the contractor once per month, upon agreement and approval of the contractor submitted pay request. By the 15th calendar day of each month, the Contractor shall submit to the Owner, a pay estimate, in AIA standard format, showing the dollar amount requested for each line item represented in the contract. The engineer may request additional, or alternate invoicing requirements, depending on the structure of the original bid. The final payment shall be paid to the Contractor, subject to final acceptance of construction and approval of the final change order, within 30 days after completion and acceptance of the entire work herein contracted for, and upon receipt by the County, and approval of, all final documentation. Final documentation shall include, but not be limited to:

- a. Affidavit, compliance with the prevailing wage law (Fig. 136.11.11)
- b. Contractor's certification regarding settlement of claims (Fig. 136.11.10)
- c. Contractor's Final Pay Estimate.
- d. Letter from contractor stating the total amount paid (final contract amount) for completion of the project.
- e. Contractor's Final Lien Waiver and Final Lien Waivers from all subcontractors. The engineer may request proof of payment to material suppliers, and which point, the contractor shall provide this information.
- f. Any certified payroll forms that had not been previously submitted.
- g. Certifications for materials (where required per project documents or MoDOT standard specifications)
- h. Contractor DBE Certification (Fig. 136.11.9)

By the 10th calendar day of each month the Contractor shall submit to the Owner an invoice containing an estimate of the percentage of the total work under the contract accomplished to the end of the previous month. The invoice shall be in such form and detail as required by the Engineer. Payment will typically be delivered to the contractor by the second week of the following month. Payment shall be by mailed check unless other arrangements are previously made.

The requirements set forth in Section 109 of the Missouri Standard Specifications For Highway Construction for payments, retained percentage, release of retained percentage, prompt payment to subcontractors and suppliers and final payment shall apply to this contract.

**33) PAYMENTS NO EVIDENCE OF PERFORMANCE:** No certificate for payment made under this contract except the final certificate of final payment, shall be evidence of the performance of this contract, either wholly or in part. No Payment shall be construed to be an acceptance of defective work or improper materials.

34) **CHANGES:** The Owner and/or the Consultant shall have the right to make changes within the scope of the work or change the quantities of the work to be performed. No such change shall be valid unless made in writing by the Owner or Consultant, approved by the engineer, and adopted by the county council. In the event such changes cause an increase or decrease in the Contractor's cost, or time required for performance of the contract, the contract price and/or period of performance shall be equitably adjusted; provided, the increase or decrease in the amount of the work for which unit prices apply under the specifications shall be computed by multiplying the change in quantities (measured as provided in the contract documents) of such work by such contract prices.

In the absence of a bid price for a given item of work not provided for nor fairly included in the bid prices for other items of work, a written agreement may be made between the Owner and the Contractor to be included in the written order for such extra work. New items specifically covered under Section 109 of the Missouri Standard Specification for Highway Construction, 2019 shall be added to the contract as stated in those specifications. Incidental items, noted anywhere in the contract documents, shall not be considered for additional compensation.

Whenever the Contractor and the Owner are unable to agree on prices for extra work and the Owner directly or acting through the Consultant orders the Contractor to proceed with the work by force account, the work will be paid for in the manner herein described and the compensation thus provided shall constitute full payment for said work. All additional work provided by force account shall be calculated and compensated per Section 109.5 of the Missouri Standard Specifications for Highway Construction, 2019 .

35) **LIENS AND CLAIMS:** In addition to other remedies available the Owner hereunder, in all cases of non-payment by the Contractor or a subcontractor of any sums of money due for labor, materials, supplies, equipment or other items in performing in this contract, or if at any time there should be evidence of a lien or claim chargeable to the Contractor or a subcontractor for which, if established, the Owner might become liable, the Owner is hereby authorized and empowered to retain out of any payment then due or thereafter to become due to the Contractor, an amount sufficient to indemnify the Owner against any such lien or claim.

Alternatively, without limiting other remedies and rights of the Owner under the Contract, under the Contractor's bonds or under the law, the Owner may withhold, in addition to other retentions, a sufficient amount of payments otherwise due to the Contractor to cover payments that may be past due and payable by the Contractor or his subcontractors or suppliers for just claims for labor or materials furnished in and about the performance of the work under this contract and for failure of the Contractor to make proper payments to his subcontractors. The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

36) **RESPONSIBILITY:** Nothing in the Contract Documents shall be construed as placing the work under the specific direction or supervision of the Owner or the Consultant, or relieving the Contractor from his liability as an independent contractor and, as such, he shall perform his work, including, but not limited to, supervision and control of his own personnel and scheduling of the work as required to ensure its proper and timely performance, and he shall be solely responsible for the exercise of due care to prevent bodily injury and damage to property in the execution of the work. The Owner need not be present to witness installation of materials or performing of a service to deem the product or service unsatisfactory, and order the removal, replacement, installment, repetition, or depreciation of compensable value of the defective material or service.

37) **INDEMNIFICATIONS AND INSURANCE:**

**Contractor's Responsibility for Claims for Damage or Injury:** The Contractor and surety shall indemnify and save harmless the County, and its members, agents and employees from all claims or suits made or brought for personal injury, death or property damage, caused or contributed to be caused by:

- (a) The negligence of the contractor, subcontractors, suppliers or their respective officers, agents or employees;
- (b) The creation or maintenance of a dangerous condition of or on the County's property or right of way, which condition occurred at least in part due to the acts or omissions of the contractor, subcontractors, suppliers or their respective officers, agents or employees; or
- (c) The failure of the contractor, subcontractors, suppliers or their respective officers, agents or employees, to perform the work in accordance with the plans and specifications.

Neither the County nor the Contractor, by execution of a contract, shall intend to or create a new or enlarge an existing cause of action in any third party. This provision shall not be interpreted to create any new liability which does not exist under the

statutory limited waiver of sovereign immunity, or to waive or extinguish any defense which either party to this contract or their respective agents and employees may have to an action or suit by a third party.

**Contractor's Responsibility for Work:** Until the County accepts the work, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall restore and replace, at the Contractor's expense, any lost or stolen County-owned material in the Contractor's custody or control. Damages to any portion of the work before its completion and acceptance, caused by the action of the elements or from any other reason, shall be restored or replaced at the Contractor's expense. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time. The County may, in its discretion, make such adjustments as it considers being proper for damage to the work due to unforeseeable causes beyond the control of, and without fault or negligence on the part of the Contractor.

**Liability Insurance Requirements:** The Contractor shall procure and maintain at its own expense, until acceptance of the project by the County, liability insurance for all damages and losses imposed by law and assumed under the contract, of the kinds and in the amounts specified in the relevant sections shown herein. Before the Contractor commences the work, the Contractor shall require the insurance company or companies to furnish to the County evidence of such insurance showing compliance with these specifications. All insurance required herein shall be occurrence policies in a form acceptable to the County, and shall remain in force until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by its formal acceptance by the County.

Each policy or its declaration pages shall provide that the policy shall not be materially changed or canceled until the County has been given at least 30 days advance notice in writing. If any policy is canceled before the contract work is complete, a satisfactory replacement policy must be in force, with notice and evidence of insurance submitted to the County, prior to the effective date of cancellation of the former policy. All evidence of insurance and notices shall be submitted to: Public Works Director, Jefferson County Department of Public Works, 725 Maple Street, PO Box 100, Hillsboro, Missouri 63050. **The Contractor shall furnish the County with a complete copy of the policy prior to the time the Contractor commences work on the site of the project.** Failure to furnish evidence of proper insurance, or complete insurance policies will result in temporary suspension of work and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

**Workers' Compensation Liability Insurance:** The Contractor shall furnish evidence to the County that, with respect to the operations it performs, it carries workers' compensation insurance, or is qualified as self-insured, sufficient to comply with all its obligations under state laws relating to worker's compensation. The Contractor shall also require each subcontractor on the project to furnish the same evidence to the County. This evidence shall be furnished to and approved by the County prior to the time the Contractor or the subcontractor commences work on the site of the project.

**Commercial General Liability Insurance:** The Contractor shall obtain one or more occurrence-based policies of commercial general liability insurance (Form CG 00 01 or equivalent), which provide coverage for the contract work. The minimum limits of liability for commercial general liability insurance shall be: \$1,000,000 each bodily injury or property damage occurrence, combined single limit, \$2,000,000 general aggregate with a per project endorsement and \$1,000,000 products/completed operations aggregate. Each such policy shall be endorsed so as to cover liability arising from blasting if applicable, other inherently dangerous activities and underground property damage. Each such policy shall be endorsed to include broad form general liability, contractual liability and completed operations coverage.

**Commercial Auto Liability Insurance:** The Contractor shall obtain one or more occurrence-based policies of auto liability insurance, which provide for its owned, non-owned and hired vehicles of every type and description, which are used in the contract work. The minimum limits of liability for such insurance shall be \$1,000,000 combined single limit. **Commercial Auto Liability Insurance shall be submitted with the bid**

**Additional Insureds:** Each such policy of commercial general liability insurance shall name Jefferson County and its employees as additional insureds. Each commercial general liability insurance policy shall also contain a separation of insureds condition. The insurance afforded by the Contractor shall be primary insurance.

**Subcontractor's Coverage:** If any part of the contract is subcontracted, each subcontractor, or the Contractor on behalf of the subcontractor, shall obtain the same commercial general liability insurance and commercial automobile liability insurance coverage. The commercial general liability insurance shall name the same entities specified above as additional insureds, and shall have the same separation of insureds conditions.

**Railroad Protective Liability Insurance:** In addition to other required liability insurance, the Contractor shall provide railroad protective liability insurance if applicable, for and in behalf of the railroad as outlined in provisions for each project. The insurance policy shall be submitted to the County in original and duplicate for approval. No work will be permitted on the railroad right of way until such approval is granted.

**Insurance with Other Than Missouri Companies:** Any insurance policy required as specified above, if written by an insurance company organized in a state other than Missouri, shall be signed by an agent or broker licensed by the State of Missouri. In the case of policies written by companies organized in a state other than Missouri, the evidence of insurance submitted as authorized in the contract shall be signed by an agent or broker licensed by the State of Missouri. Nothing in this provision limits or waives the requirement that each insurance policy must be issued by a company authorized to issue such insurance in Missouri.

**Third Party Liability:** Neither the State of Missouri, Jefferson County, nor the Contractor, by execution of the contract including these specifications, intend to create a right of action in a third party beneficiary except as specifically set out in these specifications and the contract. It is not intended by any required contractual liability in the contract or in these specifications that any third party beneficiary has a cause of action arising out of the condition of the project when completed in accordance with the plans and accepted by the County.

**Personal Liability of Public Officials:** There shall be no personal liability upon the County, or any member, employee or agent of the County in carrying out any of the provisions of the contract or in exercising any power or authority granted to them, it being understood that in such matters they act as agents and representatives of the County, with official and public duty doctrine immunity. If any provision of the contract appears to impose a duty on such an individual, the duty remains exclusively that of the County and is not a personal duty or obligation of the individual.

**38) BOND:** The Contractor at his expense shall, before commencing work hereunder, procure and deliver to the Owner a Performance Bond and a Labor and Materials Payment Bond in the amount of 100% of the contract as awarded, as security for the faithful performance of the contract and the payment of all obligations thereunder by the Contractor and his subcontractors. The Bonds shall be written in such form as may be satisfactory to the Owner and provided by a guaranty or surety company listed in the latest issue of U.S. Treasury Circular 570 and the penal sum shall be within the or bonds shall be as follows:

“The condition of this obligation is such that if the above bound Principal shall in all respects comply with the terms and conditions of said contract and his obligations thereunder, including the specifications and plans referred to therein, and such changes and alterations as may be made in said contract, specifications and plans and shall indemnify and save harmless the Owner against or from all costs, expenses, damages, injuries or losses to which the said Owner may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence of default on the part of said Principal, his subcontractors, officers, agents or employees, in the execution of performance of said contract and shall promptly pay all just claims for damages for injury to property and for labor, equipment, materials and supplies incorporated in the work or consumed in the performance thereof incurred by said Principal, his subcontractors, officers, agents or employees, in or about the construction or improvement contracted for, then this obligation shall be void; otherwise, to remain in full force and virtue in law. The Surety hereby waives notice of any changes, alterations or modifications, including any extensions of the period of performance, in the contract, specifications and plans.”

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, or if any such surety fails to furnish reports as to his financial condition from time to time as requested by the Owner, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Owner and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

**39) ROYALTIES AND PATENTS:** The Contractor shall indemnify, defend, and hold harmless, the Owner and Consultant from all liabilities, decrees, judgments, claims or disbursements, including attorney fees and/or damages and expenses which may come against or be incurred by the Owner or the Consultant by reason of the use of any patented material, machinery, devices, equipment or processes furnished or used in the performance of the work under this contract or the use by the Owner of the completed structure or by reason of the use of patented designs furnished by the Contractor and accepted by the Owner. In the event any claim, action at law or suit in equity of any kind whatsoever is made or brought against the Owner, the Owner shall have the right, without impairment of the foregoing indemnification, to retain from the money due and to become due said Contractor a sufficient amount of money to protect itself against loss.

**40) CONFLICTS IN CONTRACT DOCUMENTS:** Where any provision of plans, specifications, or any other document referred to or incorporated into the Contract Documents is inconsistent or in conflict with the another provision of the Contract Documents, the order of governance shall be per the revised Section 105.4 of the Missouri Standard Specifications for Highway Construction, as stated in these General Provisions, Provision 44

**41) STANDARDS:** Where materials and methods are indicated in the specifications as being in conformance with a standard specification, references shall be to the most current available standard at time of the opening of bids.

**42) FEDERAL EMPLOYMENT AUTHORIZATION:** The Contractor shall comply with the requirements of the revised Statutes of the State of Missouri Chapter sections 285.525 to 285.555. If any part of the contract is subcontracted, each subcontractor shall comply with the same requirements of this specification.

No Contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of the contract the Contractor shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such Contractor shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

A Contractor may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the Contractor's hire whose employment commences after the Contractor enrolls in a federal work authorization program.

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

**43) OSHA TRAINING:** The Contractor shall comply with the requirements of the revised Statutes of the State of Missouri Chapter sections 292.675. If any part of the contract is subcontracted, each subcontractor shall comply with the same requirements of this specification.

Any Contractor signing a contract to work on the construction of public works for the Owner shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OS11A program. All employees are required to complete the program within sixty (60) days of beginning work on such construction project.

Any employee found on a worksite subject to this section without documentation of the successful completion of the course required under this section shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project. The contractor shall forfeit as a penalty to the Owner two thousand five hundred dollars (\$2,500) plus one hundred dollars (\$100) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in this section has elapsed.

The Owner shall withhold and retain all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the Owner has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

In determining whether a violation of this section has occurred, and whether the penalty of this section shall be imposed, the Department of Labor and Industrial Relations shall investigate any claim of violation. Upon completing such investigation, the Department shall notify the Owner and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the circuit court in the county in which the public works project is located. The Department may establish rules and regulations for the purpose of implementing the provisions of this section.

#### **44) REVISIONS TO MODOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:**

Modifications to the 2019 Missouri Standard Specifications for Highway Construction shall be as listed herein.

#### **SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

*All references to submitting electronic bids in Section 102 shall be deleted. Please refer to the "Bid Notice" for directions to submit bids on County projects.*

Delete Section **102.3 Bidding** – in its entirety and replace it with the following:

**102.3 Bidding Documents.** Upon request, the County will furnish the bidding documents to the prospective bidder. These documents will generally be available on the County's website for download and viewing. All prospective bidders must complete the registration form titled "PLAN HOLDER CONTACT INFORMATION" to be eligible to bid on the project and in order to receive updated notices. The documents will state the location, description and requirements of the contemplated construction and will show the estimate of the various quantities and kinds of work to be performed or material to be furnished, and will have a schedule of items for which unit bid prices are invited. The bidding documents will state the time in which the work shall be completed, the amount of the bid guaranty, and the date, time and place of the opening of bids.

**102.3.1** All papers bound with or attached to or referenced in the bidding documents are considered a part thereof and must not be detached or altered when the bid is submitted.

**102.3.2** If applicable, the prospective bidder will be required to pay the Commission the sum stated in the notice of bid opening for each copy of a project's bidding documents. The *Missouri Standard Specifications for Highway Construction*, *Missouri Standard Plans for Highway Construction*, including all revisions of these documents, and other items referenced in the bidding documents, whether attached or not, will be considered a part of the bid. A prospective bidder will be expected to separately purchase or have access to the current edition of the *Missouri Standard Specifications for Highway Construction* and the *Missouri Standard Plans for Highway Construction*, including all revisions of these documents.

**102.3.3** It will be conclusively presumed that all of the bidding documents are in the bidder's possession and that these documents have been reviewed and used by the bidder in the preparation of any bid submitted. The effective dates of the *General Provision & Supplemental Specifications* and the *Supplemental Plans for Highway Construction* will be specified in the contract documents. A copy of the latest version of these documents is available on MoDOT's web site.

Delete Section **102.7 Preparation of Bidding Documents** – in its entirety and replace it with the following:

**102.7 Preparation of Bidding Documents.** All bids shall be properly signed, sealed and submitted in accordance with Sec 102.10. Each bidder shall specify in the bid, in figures, a unit price for each of the separate items listed in the bidding documents, except a unit price entry will not be necessary for those items having a quantity of one and only the amount for that item need be entered. Zero will be considered a valid bid. The bidder shall not enter zero in any "Unit Price" field unless zero is the intended bid for that item. A unit price left blank, with or without an extension, other than items having a quantity of one, will be considered as zero by the Commission. In case of alternate items, unit prices shall be entered for only one alternate, unless otherwise specified in the bidding documents. A unit price shall not exceed two decimal places. Bids shall not contain interlineations, alterations or erasures except as noted in Sec 102.7.1. The bidder shall show the products of the respective unit prices and quantities in the amount column provided for that purpose. The extension of each line item shall be rounded to the nearest second decimal place value, with half cents rounded up. These extensions shall be totaled and in case of errors or discrepancies in extensions, the unit prices shall govern. All entries in the bid shall be in ink or typewritten. If, in the sole discretion of the engineer, an obvious and apparent clerical error exists in the unit price listed for an item due to a misplaced decimal, but the extension appears to be correct and as intended in all respects, the engineer may correct the unit price bid in accordance with the extension listed. All errors in extensions or totals will be corrected by the engineer and such corrected extensions and totals will be used in comparing bids.

**102.7.1** A bidder may alter or correct a unit price, lump sum bid or extension entered on the paper bid form or the computer-generated itemized paper bid form by crossing out the figure with ink and entering a new unit price, lump sum bid or extension above or below in ink, with the bidder's initials.

**102.7.2** A bidder may submit a separate bid on any or all projects, except that bids shall be submitted for all projects in a required combination. Bidders not having the ability to simultaneously execute all contracts for bids submitted during a bid opening may state, in one of the bids, the maximum total value of contract awards the bidder is willing to accept for that bid opening. Only one statement of "Maximum Monetary Value of Awards Accepted this Bid Opening" shall be completed per bid opening. In the event a bidder submits multiple statements of maximum award, the lowest value stated will be used. The Commission reserves the right to select and award the combination of bids, not exceeding this maximum, that will be to the best interest of the County provided these bids are in conformance with the requests for bids. Any corrected bid that exceeds the lowest specified maximum award may be declared non-responsive.

**102.7.3** The bid of an individual, including those doing business under a fictitious name, shall include the signature and address of the individual. The signature shall be exactly the same as that appearing on the contractor questionnaire.

**102.7.4** The bid by a partnership or joint venture, including individuals doing business under fictitious names or corporations, shall be executed by at least one of the partners followed by the title "Partner" or one of the joint venturers followed by the title "Joint Venturer" and the business address of the partnership or joint venturer shown. The true legal name and address of each partner and joint venturer shall also be shown and shall appear exactly the same as that shown on the contractor questionnaire.

**102.7.5** The bid by a corporation, whether acting alone or as a joint venturer, shall show the address and name of the corporation exactly as shown on the contractor questionnaire, and shall include the signature or digital ID and title of a person authorized by its board of directors to bind the corporation.

**102.7.6** Each bidder shall submit with each bid a sworn statement, executed by or on behalf of the bidder to whom a contract may be awarded, certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the bid or any contract that may result from its acceptance.

**102.7.7** A bid will not be accepted or considered if the bid is the product of collusion among bidders, if the bidder is disqualified or determined not responsible or if the bid is irregular in accordance with Sec 102.8.

Delete Section **102.9 Bid Guaranty** – in its entirety. (*See Section 11 of the "Instructions and Notices to Contractors" in the bid documents*)

Delete Section **102.10** in its entirety.

Delete Section **102.11** in its entirety.

## **SECTION 105 - CONTROL OF WORK**

Delete Section 105.1- Authority and Duties of Commission in Contract Administration - items (a) through (h) that pertain exclusively to MoDOT and not to the County of Jefferson.

Revise 105.4 - Coordination of Contract Documents. - such that the governing ranking will be as follows:

- (a) Job Special Provisions
- (b) Project Specific Drawings
- (c) General Provisions
- (d) Revisions to MoDOT Standard
- (e) Specifications General Special Provisions
- (f) Supplemental Specifications
- (g) Standard Specifications
- (h) Standard Drawings
- (i) Bid Items or Quantities

In case of discrepancies, calculated dimensions will govern over scaled dimensions.

## **SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

If a Corps of Engineers 404 Permit or Department of Natural Resources Section 401 permit is applicable for a project, then the permit requirements and conditions will prevail over Section 107.10.

## **SECTION 109 - MEASUREMENT AND PAYMENT**

Delete Section 109.9.1.2 of Division 109.9 - Retained Percentage - in its entirety.

Delete Section 109.14 – Price Adjustment for Fuel - in its entirety.

## **SECTION 201 - CLEARING AND GRUBBING**

Add the following to Section 201.2.2.1 - **Clearing**:

(e) All branches hanging lower than 18 feet above the finish roadway surface shall be removed over all lanes of traffic, including up to 3 feet outside the traveled edge of pavement.

## **SECTION 203 - ROADWAY AND DRAINAGE EXCAVATION, EMBANKMENT AND COMPACTION**

Modify Section 203.3.1 of Section 203.3 – Borrow – as follows:

Replace the first sentence with the following: Borrow will consist of approved material required for the construction of embankment or for other portions of the work, and shall be obtained either from borrow areas shown on the plans, from areas designated by the engineer, or from other approved sources.

Modify Section 203.4 as follows:

Delete the reference in Section 203.4.1 that states, "Finishing by hand methods will not be required,...": Replace with the following:

Hand raking or fine grading by mechanical means of the disturbed areas shall be required to remove debris and stones. The soil shall be tilled to a depth of 4" and graded to a reasonably smooth surface. All brush, weeds, excess mud and silt, or other debris shall be removed from culverts and channels within the scope of the work in accordance with Sec 104.11.2, even if such structures are used in place.

Replace Section 203.4.1.1 with the following:

**Field Stone.** Before final project acceptance, the removal and disposal requirements of all loose field stones shall be guided by the following table:

<u>Location</u>	<u>Limits</u>	<u>Maximum Stone Size</u>
Residential and commercial where lawns are maintained	All Disturbed Areas	Relatively Free of Stones - 1/2" maximum
Foreslopes, roadside ditches and backslopes outside of maintained lawn areas	Right of way	1" Maximum
Rock Cut Sections	All Disturbed Areas	As directed by the Engineer

## SECTION 206 - EXCAVATION FOR STRUCTURES

Replace Section 206.5.2 – with the following:

"Final measurement of Class 3 Excavation for pipe culverts, utilities, retrofit pipe culverts, drop inlets or manholes will be made to reflect the actual computed quantity established from field measurements. The plan quantities were estimated based on the random boring data and visual observations of the adjacent existing ditch lines. The revision or correction will be computed and added to or deducted from the contract quantity. Measurement of Class 3 Excavation will be made to the nearest cubic yard for each structure of that volume of material actually removed from within the area bounded by vertical planes of 12 inch minimum to 18 inches maximum outside of the outer walls of the structure. The upper limits of the volume measured, will be the existing ground line, or the lower limits of the roadway excavation, whichever is lower. The lower limits of the volume measured will include excavation necessary for pipe bedding."

## SECTION 304 - BASES AND AGGREGATE SURFACES

Delete Section 304.3.5 - Substitutions for Aggregate Base - in its entirety.

Modify Section 304.5 – Method of Measurement – as follows:

Final measurement of the completed aggregate base course will be based on actual field measurements to the nearest square yard.

Replace Section 304.6 - Basis of Payment – with the following:

"The accepted quantities of aggregate base course of the thickness and type specified will be paid for at the contract unit price for each of the pay items included in the contract. Payment will be considered full compensation for water used in performing this work."

## SECTION 401 - PLANT MIX BITUMINOUS BASE AND PAVEMENT

Section 401.4 Job Mix Formula – The County may waive submission of representative mixture samples. The Contractor, at the time he submits his job mix formula, shall request in writing whether samples are required. The County will respond in writing and if samples are required, they shall be submitted within ten working days of receipt of the County's letter.

Section 401.4.1 Mixture Design – Modify this paragraph as follows:

The mix design shall be submitted to the County for approval at least seven (7) days prior to mixture production. A mix design shall be submitted for all County projects. The composition of the mixture shall conform to the following limits by weight:

Total Mineral Aggregate 94.0-96.5  
% Asphalt Binder 3.5-6.0 %

Add the following item to Section 401.4.2 – Required Information:

(q) Unit weight of combined mixture.

Modify Section 401.4.3 Mixture Approval so that "Jefferson County" is substituted where it presently reads "Construction and Materials".

Delete Section 401.5.2 Substitutions - in its entirety.

Delete Section 401.6 Field Laboratory – in its entirety.

Delete Section 401.7.1 and replace with the following:

401.7.1 Weather Limitations. Bituminous mixtures shall not be placed (1) when either the air temperature or the temperature of the surface on which the mixture is to be placed is below 40 F (5 C), (2) on any wet or frozen surface, or (3) when weather conditions prevent the proper handling or finishing of the mixture. Temperatures are to be obtained in accordance with MoDOT Test Method TM20.

If a rainfall event occurs (with rain duration lasting more than 5 min.) before 10am on any given workday, then paving operation shall be cancelled for the balance of that workday and the contractor is not charged for the workday. Once a rainfall event begins the contractor is to immediately shut down plant mix operation. No pavement materials will be accepted at the construction site until further notice from engineer. At the contractor's request, the engineer may waive these requirements on an individual basis.

401.7.5.1 Irregularities. Add a sentence preceding the sentence "The outside edge alignment shall be uniform" as follows: The outside edges of the pavement shall be constructed to an angle of approximately 45 degrees with the surface of the roadbed and rolled with a hand roller for a smooth appearance.

Replace Section 401.8 Quality Control with the following:

The Contractor shall maintain equipment and qualified personnel or retain the services of a qualified testing laboratory to perform QC field inspection, sampling and testing in accordance with applicable portions of Section 403. The testing service shall be a firm different than the one retained by the County for testing services on that project. The Contractor shall notify the Engineer at the preconstruction meeting who he intends to use for testing services, the name of a contact person and his or her telephone number. A proposed third party testing service for dispute resolution shall be included with the mix design submittal.

Replace the last sentence in Section 401.8.4 Pavement Testing with the following:

The Contractor shall restore the surface from which samples have been taken immediately with the mixture under production or with a non-shrink concrete grout. A cold patch mixture will not be acceptable.

Replace Section 401.13 Method of Measurement with the following:

Measurement will be in accordance with Sec 403.22 and as modified by the job special provisions.

## **SECTION 402 - PLANT MIX BITUMINOUS SURFACE LEVELING**

Delete Section 402.2.2 – in its entirety.

Add the following sentence to the beginning of Section 402.3 Composition of Mixture:

Mixture shall meet the requirements of the asphalt type specified in the contract and/or bidding documents.

Replace Section 402.4 – with the following:

402.4 Job Mix Formula. The mixture shall be in accordance with Sec 401.4 and shall conform to the following limits by weight:

### Total Mineral Aggr.

#### SECTION 403 ASPHALTIC CONCRETE PAVEMENT

## **SECTION 403 ASPHALTIC CONCRETE**

Replace “Construction and Materials” in Section 403.4.3 with “the Engineer”

Section 403.6 – Delete the first sentence in its entirety. Revise the fourth sentence to read: “The gyratory compactor shall be one from MoDOT’s Construction and Materials approved list.”

Delete Section 403.10.2 Substitutions – in its entirety.

Section 403.11.1 Field Mix Redesign – Replace “Central Laboratory” with “Engineer”

Section 403.11.1.1 Approval – replace “Construction and Materials” with “the Engineer”. Delete the second sentence in this section.

Modify the first sentence of 403.17.1 Quality Control Operations – to read:

“The Contractor shall maintain or retain equipment and qualified personnel to perform all QC field inspection, sampling and testing as required by this specification.” Add the following sentence: “The personnel, if from an independent testing laboratory, shall be different than the company retained by the County for QC purposes.”

Section 403.17.2 Bituminous Quality Control Plan – Change “Construction and Materials” to “the Engineer”.

Revise the last sentence of 403.22.4.2 Surface Restoration to read: “If bituminous construction has been completed, the surface from which samples have been taken shall be restored within 48 hours with an approved commercial mixture or with an approved non-shrink concrete grout. Cold mix is not an acceptable patch.

Delete Sections 403.23.5 through 403.23.7.3 inclusive.

## **SECTION 407 TACK COAT**

Add Section 407.4.1.3 **Weather Limitations**. Tack coat shall not be applied when either the air temperature or the temperature of the surface to be tacked is below 40 F. Temperatures are to be obtained in accordance with MoDOT Test Method TM20.

## **SECTION 408 PRIME COAT**

Add Section 408.4.1.1 Weather Limitations. Bituminous material shall not be applied (1) when either the air temperature or the temperature of the surface to be primed is below 60 F or (2) when weather conditions prevent the proper construction of the prime coat. Temperatures are to be obtained in accordance with MoDOT Test Method TM20.

## **SECTION 413 SURFACE TREATMENTS**

Replace “Construction and Materials” in Section 413.30.3 with “the Engineer”.

Replace “Construction and Materials” in Section 413.30.3.1 with “the Engineer”.

Revise Section 413.30.6.1 as follows:

**Quality Control Operations.** Quality control shall be conducted in accordance with Sec 403.17 as modified herein by the “**REVISIONS TO MODOT STANDARD SPECIFICATIONS**”, except as follows.

## **SECTION 501 CONCRETE**

Section 501.3 Mix Design. – Change the last sentence to read:

“The Contractor may be required to submit representative samples of each ingredient to the Engineer for laboratory testing.”

Revise Section 501.8.2 (f) as follows:

“The Engineer may allow the use of the test concrete for appropriate incidental construction”, shall be deleted. In its place add the following sentence – “Test concrete shall not be used in construction”.

Revise Section 501.8.10 to delete the Type 1 field laboratory at the proportioning plant.

## **SECTION 502 - PORTLAND CEMENT CONCRETE BASE AND PAVEMENT**

Delete Section 502.3.7 - in its entirety.

Revise the first sentence in Section 502.11.1 to read:

“Prior to approval of concrete mix designs by the engineer, the contractor shall submit a QCP to the County.”

Table I shall be revised so that “Percent of Contract Price” does not exceed 100.

Delete Section 502.15.3, Width, in its entirety.

Delete Section 502.15.4, Pay Factors, in its entirety.

Delete Section 502.15.8, PWL Determination Table, in its entirety.

## **SECTION 601 FIELD LABORATORIES**

Delete this Section in its entirety.

## **SECTION 603 WATER LINE INSTALLATION**

Revise Section 603.2 - Material. To include the following sentence after the table:

Materials other than those shown may be specified by the Engineer and shall meet AWWA, ASTM, ANSI and NSF specifications.

Revise Section 603.3.4 - Abandoned Water Mains. To include the following at the end of this section:

8" and larger abandoned water mains remaining under the completed road and or shoulder shall be abandoned by grout filling the line. Grout shall consist of Mortar for Grout as specified in Section 1066. The cost of the grout, plugs, labor, fuel and equipment shall be included in the lump sum unit cost for "Removal of Improvements". Smaller water mains shall be abandoned as noted above by capping and covering the cap with concrete. PVC water mains may be capped with caps made of the same material, glued in place.

## **SECTION 605 UNDERDRAINAGE**

Delete Sections 605.10.2.5 through 605.10.2.5.3 in their entirety. Video inspection of edge drains will not be required.

## **PAVEMENT AND BRIDGE SURFACE REMOVAL AND TEXTURING**

Revise Section 622.10.4 to read:

Final measurements of coldmilling of the type specified will be based on actual field measurements to the limits shown on the plans or as directed by the Engineer, and computed the nearest square yard. Revisions or corrections will be computed and added or deducted from the contract quantity.

## **SECTION 627 CONTRACTOR SURVEYING AND STAKING**

Add the following to the end of Section 627.2.1:

In addition, the Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers and Geological Survey Monuments, or other similar monuments. The Contractor shall notify the Engineer of the presence of any such survey or property monuments as soon as they are discovered.

Revise Section 627.2.3 to read:

The project will generally have set control points with known coordinates provided by the design consultant. The engineer will furnish all coordinate data to lay out the job and locate benchmarks as shown on the plans. Except as specified herein, the contractor shall provide all other staking, including but not limited to, centerline stakes, right of way stakes, additional lines, connections, ramps, slope stakes, grade stakes, construction benchmarks and reference stakes locating all drainage, roadway and bridge structures, and utilities necessary for the successful prosecution of the work. Centerline staking shall be done before construction begins and shall be established at all PIs, PCs, PTs and at 100 foot intervals within the proposed project limits, including any temporary transition lengths outside the projects limits. Right of way staking shall be a maximum of 200 feet apart on tangents, at angle changes in the right of way and a maximum of 50 feet apart in horizontal curves, on both sides of the road, at all parcel property lines, and shall be done at the initial start of the project to facilitate relocation of utilities. Right of way stakes shall indicate cuts and fills to final grade for help in determination of utility placement. The contractor shall maintain construction stakes for the duration of the project at no additional cost to the County. All alignment control established by the contractor shall be referenced, and a copy of the references shall be furnished to the engineer.

Revise Section 627.2.4 to read:

Any surveying or measurements necessary for computing pay quantities, except for earthwork pay items which quantities are based on cross sections measurements, will be performed by the engineer. The contractor shall notify the engineer at least two working days prior to disturbing any areas used to calculate pay items.

Earthwork pay items which quantities are based on cross section measurements shall have "before" and "after" cross sections performed by the contractor. The contractor shall notify the engineer prior to surveying the cross sections so that a field representative, designated by the engineer, can be present to witness and record and/or verify the readings. The contractor shall cooperate with the designated field representative in coordinating the surveying activities.

Add the following to the end of Section 627.2.1:

Should it be necessary to disturb any survey or property monument (grading, install structure), a Missouri Professional licensed surveyor shall witness and reference their location, and reset such monument after construction work is completed and before final acceptance of project. The cost to protect, preserve and provide any surveying work to reset survey or property monuments will not be paid for separately, but shall be considered as included in the cost of the project, and no additional compensation shall be allowed.

## **SECTION 703 CONCRETE MASONRY CONSTRUCTION**

Add a sentence to the end of Section 703.3.8 -Surface Sealing for Concrete – that reads: "Surface sealing shall not be applied until after all defects in the bridge deck surface have been patched per the Engineer's requirements."

## **SECTION 706 REINFORCING STEEL FOR CONCRETE STRUCTURES**

Delete the last sentence in Section 706.2.2 that allows flame cutting of uncoated reinforcement. Reinforcement shall be saw cut or sheared.

Delete the sentences in Section 706.3.1 that reads: "For bridge decks and top slabs of culverts, bars in the top mat shall be tied at all intersections except where spacing is less than or equal to 12 inches in each direction, in which case alternate intersections shall be tied. At other locations, the bars shall be firmly tied at alternate crossings or closer." Replace this sentence with: "All reinforcement, including superstructure and substructure, shall be tied at 100% of crossing locations."

## **SECTION 712 STRUCTURAL STEEL CONSTRUCTION**

Delete the sentence in Section 712.3 that reads: "Any material that has become bent shall be straightened before being assembled or shall be replaced, if necessary." Replace it with the following: "Any material that has become bent from the intended shape shall be replaced at no cost to the County."

## **SECTION 720 MECHANICALLY STABILIZED EARTH WALL SYSTEMS**

Delete Section 720.3.1 - in its entirety and replace with the following:

The Contractor shall submit product information on the type of mechanically stabilized earth wall system he is proposing. The wall shall be in conformance with the Plans and Job Special Provisions. Shop drawings and design calculations shall be submitted and shall be signed and sealed by a Professional Engineer registered in the state of Missouri.

## **SECTION 724 PIPE CULVERTS**

Revise Section 724.3.1 to read:

Inspection of pipe and pipe placement will be performed visually by the County during construction.

Delete Sections 724.3.2, 724.3.3, 724.3.4, 724.3.4.1, 724.3.5, 724.3.6, 724.3.7, 724.3.8, and 724.3.9.

Revise Section 724.4.1 to read:

Final measurements of pipe culverts of the type specified will be based on actual field measurements to the nearest lineal foot along the geometric center of the pipe. Revisions or corrections will be computed and added or deducted from the contract quantity.

## **SECTION 725 METAL PIPE AND PIPE ARCH CULVERTS**

Revise Section 725.4 to read:

Backfill material for metal culverts shall consist of crushed stone.

Revise Section 725.4.1 to read:

Crushed stone shall consist of a mixture of stone in accordance with Section 1009, Grade 4, Gradation B. For all pipe culverts under roadways or sidewalks crushed stone backfill shall be used for full depth of the trench, and to the subgrade of the road, and to a point two feet on either side of the pavement width. For backfill under grass areas, the granular backfill shall be brought to one foot above the top of the pipe, then completed with earthen backfill to the required grade. Bedding material shall be the same as that specified above for backfill.

## **SECTION 726 RIGID PIPE CULVERTS**

Delete Section 726.1.2.

Modify the sixth sentence in Section 726.3.1 to read:

All joints shall be sealed with an approved plastic compound, tubular joint seal, an external wrap, cement mortar or other approved methods to create a soil tight condition.

Modify 726.3.2 **Bedding** to read:

Bedding for reinforced concrete pipe shall consist of a mixture of stone in accordance with Section 1009, Grade 4, Gradation B.

Section 726.3.4 - Insert the following after the second sentence:

For all pipe culverts under roadways or sidewalks crushed stone backfill, meeting the requirements of Section 1009, Grade 4, Gradation B, shall be used for full depth of the trench, and to the subgrade of the road, and to a point two feet on either side of the pavement width. For backfill under grass areas, the granular backfill shall be brought to one foot above the top of the pipe, then completed with earthen backfill to the required grade.

## **SECTION 727 STRUCTURAL PLATE PIPE AND STRUCTURAL PLATE PIPE-ARCH CULVERTS**

Delete 727.3.3 Bedding and Backfill material and replace with the following:

727.3.3 Bedding and Backfill Material. Bedding for structural plate pipe and structural plate pipe-arch culverts shall consist of a mixture of stone in accordance with Section 1009, Grade 4, Gradation B, except if rock is encountered, the trench shall be excavated to a minimum depth of 8 inches below the bottom of the culvert.

Delete Section 727.3.4.1 and Section 727.3.4.2 and replace with the following:

Backfill shall be with crushed stone consisting of a mixture of stone in accordance with Section 1009, Grade 4, Gradation B. Stone backfill shall be used for full depth of the trench, and to the subgrade of the road, and to a point two feet on either side of the pavement width. Layers of backfill shall be carefully tamped in place and shall be kept at approximately the same elevation on opposite sides of the structure at all times during the progress of work in order to equalize the loading.

## **SECTION 731 PRECAST REINFORCED CONCRETE MANHOLES AND DROP INLETS**

Revise Section 731.4.1 to read:

Final measurements of precast concrete manholes and drop inlets will be based on actual field measurements to the nearest lineal foot along the geometric center of the manhole/drop inlet. Revisions or corrections will be computed and added or deducted from the contract quantity. The depth of the structure will be the vertical distance from the top of the uppermost precast section to the invert flowline.

## **SECTION 732 FLARED END SECTIONS**

Delete the second sentence in Section 732.5 that reads:

When two different diameters of pipe are shown on the plans for a given location for Group B or Group C pipe, the contract unit price for the flared end section or safety slope end section that would be required for the larger diameter pipe will be used for payment purposes.

## **SECTION 801 LIME AND FERTILIZER**

Revise the third sentence in Section 801.4.1 to read:

The soil shall be thoroughly broken up, worked, tilled and loosened to a minimum depth of 4 inches. Revise the second sentence of 801.4.2 to read:

After application, the lime and fertilizer shall be thoroughly mixed into the soil to a minimum depth of 4 inches, except when applied hydraulically on slopes steeper than 2:1.

## **SECTION 802 MULCHING**

Add the following to Section 802.1 **Description**:

If a specified stabilization covering is not indicated in the contract, mulch overspray shall be applied over rocky type soils. In all other cases the contractor shall have the options of mulch overspray, embedment, or other methods as approved by the engineer.

## **SECTION 803 SODDING**

Add the following to Section 803.3 Construction Requirements:

Sodding placed at the downstream end of a flared end section or the downstream end of a pipe without a flared end section shall be securely fastened with metal clips. The sod shall be placed slightly lower than the flowline of the flared end section or the flowline of the culvert. Sod washed away by flows through the culvert shall be cleaned up, disposed of and replaced by the Contractor at no additional charge to the County.

## **SECTION 804 TOPSOIL**

Add Section 804.3.3 The Contractor shall be responsible for obtaining all necessary permits for removal of topsoil from an area. This shall include but not be limited to land disturbance, stormwater discharge, endangered species, farmland protection, wetlands, hazardous waste and cultural resources. Contact agencies for most of these are listed on MoDOT's website under Local Public Agency Manual.

## **SECTION 805 SEEDING**

Revised the following under Section 805.3 **Construction Requirements**:

**805.3.1** The seedbed shall be prepared in accordance with Sec 801. Seeding shall be done before the seedbed becomes eroded. Seed shall be uniformly applied at no less than the rates specified in the contract provisions. If no seeding rates are shown in the contract documents, the following seeding and fertilizing rates shall be used:

(pure live seed per acre)			(based on pure nutrients, no filler)
Tall Fescue	60%	120 lbs per acre	Nitrogen 80 lbs per acre
Orchard Grass	20%	40 lbs per acre	Phosphoric Acid 80 lbs per acre
Annual Rye	20%	40 lbs per acre	Potash 80 lbs per acre
Total	200 lbs per acre		Total 240 lbs per acre

Revise 805.3.2 to read:

**805.3.2** Disturbed areas outside of authorized construction limits shall be seeded at the contractor's expense, unless such disturbed areas are adjacent to the construction limits and caused by utility relocation/adjustment work. Disturbed areas caused by such utility work shall be prepared and seeded as directed by the Engineer.

Add Section 805.3.4:

Drop seeding shall only be allowed in small disturbed areas as approved by the engineer; Drill seeding shall be allowed for flat areas and slopes up to 3(H):1(V); and Hydro seeding shall be required on slopes 3(H):1(V) or steeper.

Revise Section 805.4 to read:

**805.4 Acceptance.** Acceptance of permanent seeding will be made when seeded disturbed areas meet the requirements for final stabilization as defined as a minimum uniform 70% perennial vegetative cover over disturbed land areas. Inspection for acceptance will be made within 60 days after seeding excluding seeding dates that fall between September 30 and March 1. Seeding that occurs between September 30 and March 1 will be inspected no earlier than May 1.

## **SECTION 806 POLLUTION, EROSION AND SEDIMENT CONTROL**

Revise 806.4.4 to read as follows:

Erosion control features shall be in place prior to any clearing and grubbing of the construction site. Additional erosion control features may need to be installed as the project continues and problem areas become exposed. Until the site is stabilized, all erosion and sedimentation control BMPs must be maintained properly. Maintenance must include inspections of all erosion and sedimentation control BMPs after each rainfall event and on a weekly basis. A written inspection report by the contractor shall be submitted to the engineer after every inspection. The report shall state a summary of the site conditions, status of the erosion and sediment control BMPs, date, time and name of inspector. The Contractor shall maintain all erosion control features by removing silt buildup so that the erosion control feature is fully effective. Any erosion control features knocked down during construction shall be reinstalled at no additional cost to the County.

Add a paragraph to 806.80.3 as follows:

The Contractor shall maintain the temporary pipes throughout the length of the project. Pipes, backfill and road surface washed out shall be replaced at no additional cost to the County.

Add the following sentence to 806.100.2.2:

The Contractor shall maintain the temporary stream crossing throughout the length of the project. Pipes, backfill and road surface washed out shall be replaced at no additional cost to the County.

## **END OF "REVISIONS TO MODOT STANDARD SPECIFICATIONS"**

## **END OF GENERAL PROVISIONS**

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## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR LOCAL PROGRAMS**

**1.0 Disadvantaged Business Enterprise (DBE) Program Requirements.** The subsequent Sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal financial participation. Federal-aid or federal financial participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to Commission contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), the Commission's DBE Program rules.

**2.0 DBE Program Distinguished From Other Affirmative Action Programs.** The USDOT DBE Program established by the U.S. Congress is not the same as, and does not involve or utilize, any of the elements or authority of other state or local affirmative action programs, nor does the program rely upon state legislation or gubernatorial executive orders for implementation or authorization, other than the general authority given the Commission in Section 226.150, RSMo. The USDOT DBE Program is implemented by the Commission and MoDOT, through and in conjunction with the FHWA, FTA and FAA, as a "recipient" defined in Title 49 CFR 26.5.

**3.0 Policy Regarding DBE Firms.** It is the policy of the U. S. Department of Transportation and MoDOT that businesses owned by socially and economically disadvantaged individuals have an opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the requirements of 49 CFR Part 26 (as amended) and the Commission's implementing state regulations in Title 7 CSR Division 10, Chapter 8, "Disadvantaged Business Enterprise Program", will apply to any contract with federal funds.

**4.0 Opportunity for DBEs to Participate.** Each contractor, subcontractor and supplier working on a contract financed in whole or in part with federal funds shall take all necessary and reasonable steps to ensure that DBEs have an opportunity to compete for, and participate in performance on project contracts and subcontracts.

**5.0 Required Contract Provision.** The federal-aid contract will include the following provision, as mandated by USDOT at Title 49 CFR 26.13(b):

(a) The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate. In this provision, "contractor" will be defined as the contractor on the contract; "subrecipient" will be defined as any subcontractor performing the work. For the purposes of any federal-aid contract awarded by the Commission, "the recipient" will be defined as either the Commission, or MoDOT, or both. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes with a subrecipient.

**6.0 Bank Services.** The contractor, and each subrecipient on a federal-aid contract, is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals. Such banking services, and the fees charged for services, typically will not be eligible for DBE Program contract goal credit. Any questions on this subject should be directed to the MoDOT External Civil Rights Director. See [Sec 7.0](#).

**7.0 DBE Program Information.** DBE Program information may be obtained from the MoDOT External Civil Rights Director, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-4309, Fax (573) 526-0558, E-Mail: [dbe@modot.mo.gov](mailto:dbe@modot.mo.gov). It will be the duty of each contractor, for the contractor and for the contractor's subrecipients and surety, to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm's legal obligations and limitations under the DBE Program, as a requirement of program participation. A surety providing a bid or contract bond will be bound by those bonds to the duties of the surety's principal.

**8.0 DBE Certification, and the Missouri Unified Certification Program.** The Missouri Department of Transportation and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE

firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor's responsibility to ensure firms identified for participation are approved certified DBE firms.

The MRCC DBE Directory can be found at the following link:

[http://www.modot.mo.gov/business/contractor\\_resources/External\\_Civil\\_Rights/DBE\\_program.htm](http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm)

**9.0 DBE Program-Related Certifications Made By Bidders and Contractors.** If the bidder makes a written, express disclaimer of one or more certifications or assurances in the bid, the bid will be considered non-responsive. By submitting a bid on any call involving USDOT federal financial participation, and by entering into any contract on the basis of that bid, the contractor makes each of the following DBE Program-related certifications and assurances to USDOT, to the Commission, and to MoDOT:

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the SDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the commission's DBE Program rules. The bidder further certifies that the contractors management personnel on the project understand and are familiar with the requirements of these federal and state DBE Program regulations; and if the bidder was not familiar with or did not understand the requirements of these regulations, they have contacted the External Civil Rights Division of MoDOT and have been informed as to their duties and obligations under the DBE Program regulations by MoDOT staff and/or by USDOT DBE Program staff.

(b) The bidder certifies that the bidder has complied with the federal and state DBE Program requirements in submitting the bid, and will comply fully with these requirements in performing any federal-aid contract awarded on the basis of that bid.

(c) The bidder agrees to ensure that certified DBE firms have a full and fair opportunity to participate in the performance of the contract financed in whole or in part with federal funds. The bidder certifies that all necessary and reasonable steps were taken to ensure that DBE firms have an opportunity to compete for, and perform work on the contract. The bidder further certifies that the bidder not discriminate on the basis of race, color, age, national origin or sex in the performance of the contract, or in the award of any subcontract.

(d) The bidder certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents. The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of MoDOT as set out below.

(e) The bidder certifies, under penalty of perjury and other applicable penal laws that a good faith effort was made to obtain DBE participation in the contract, at or above the DBE participation contract goal. The bidder further certifies, under penalty of perjury and other applicable penal laws, that if the bidder is not able to meet the Commission's DBE contract goal, and if the bidder is not able to meet that DBE contract goal by the time the proposed DBE participation information must be submitted, within three business days after bid opening, the bidder has submitted with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts to meet the DBE Contract Goal.

(f) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE subcontractor and supplier, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, under penalty of perjury and other applicable penal laws, that if it awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met, and to assess against and withhold monetary damages from the contractor in the full amount of that breach. The Commission, through MoDOT, may impose any other remedies available at law or provided in the contract in the event of a contract breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the

contract. By submitting a bid for a federal-aid contract, and by entering into a contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, its subcontractors and suppliers, and the bid bond and contract bond sureties, for each federal-aid contract.

(g) The surety upon any bid or contract bond acknowledges the surety is held and firmly bound to the Local Agency for each and every duty of the surety's principal provided in any bid or contract regarding the DBE program.

**10.0 Designation of DBE firms to perform on contract** The bidder states and certifies, under penalty of perjury or other applicable penal laws, that the DBE participation information submitted in the bid or within the stated time thereafter is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the MoDOT line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to meet the DBE contract goal and that each DBE firm listed has clearly confirmed that the DBE firm will participate in and perform the work, with the DBE's own forces. Award of the contract will be conditioned upon meeting these and other listed requirements of 49 CFR 26.53.

(a) The bidder certifies the bidder's understanding that as the contractor on a contract funded in whole or in part by USDOT federal funds, the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate, without the prior written consent of MoDOT. The bidder understands it must receive approval in writing from MoDOT for the termination of a DBE firm, or the substitution or replacement of a DBE before any substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract,

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be certified at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

(2) The bidder further certifies understanding, that if a DBE subcontractor is terminated, or fails, refuses or is unable to complete the work on the contract for any reason, the contractor must promptly request authority to substitute or replace that firm. The request shall include written documentation that the DBE firm is unwilling or unable to perform the specified contract work. The contractor shall make good faith efforts to find another DBE subcontractor to substitute or replace the dollar amount of the work that was to have been performed by the DBE firm. The good faith efforts shall be directed at finding another DBE to perform the same, or more, dollar amount of work that the DBE firm that was terminated was to have performed under the executed contract. The substitute or replacement DBE firm may be retained to perform the same or different contract work from that which the terminated firm was to have performed. The contractor shall obtain approval from MoDOT in writing before the replacement or termination of one firm with another before the work will count toward the project DBE goal.

(3) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT will not be credited toward meeting the DBE contract goal. The contractor will remain subject to appropriate administrative remedies, including but not limited to, liquidated damages for the full dollar amount that the DBE contract goal is not met. Liquidated damages will also be assessed against the contractor if the original, substitute or replacement DBE firms perform the required contract work, but are not paid in full for some or all of that work by the contractor, including back charges. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

**11.0 Good Faith Effort to Secure DBE Services.** The bidder shall make a good faith effort to seek DBEs in a reasonable geographic area to where the solicitation for subcontracts and material is made. If the bidder cannot meet the goals using

DBEs from that geographic area, the bidder shall, as a part of the effort to meet the goal, expand the search to a wider geographic area.

**11.1 Bidding Procedure.** The following bidding procedure shall apply to the contract, for DBE program compliance purposes.

**11.2 Contract Goal, Good Faith Efforts Specified.** The bidder may submit the completed “DBE Identification Submittal” information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, the apparent low and second low bidder shall file the completed “DBE Identification Submittal” pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. The complete and signed original documents shall be mailed to the Local Agency no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder’s.

The bidder is responsible to ensure that all submittals are checked for accuracy. Any and all omissions, deletions, and/or errors that may affect the end result of the bid package are the sole liabilities of the bidders. The bid may be found non-responsive if the submittal is not complete and/or accurate.

**11.3 Bid Rejection, Bid Security Disposition.** The failure of either the apparent low bidder or the second low bidder to file the completed and executed “DBE Identification Submittal”, listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid, and the bid surety bond or bid guaranty of that bidder will be forfeited to and become the property of the Local Agency upon demand.

(a) Any bidder rejected for failure to submit the completed and executed “DBE Identification Submittal” information in the bidding documents, with full documentation of sufficient DBE participation to satisfy the DBE contract goal cannot submit a bid on the same, or substantially similar, project, when and if the project is re-advertised for bids. By submitting a bid on a federal-aid project, the bidder accepts and agrees to this provision, and the disposition of the bidders bid bond or guaranty, on behalf of the bidder and the bidders bid surety or guaranty.

(b) The surety separately acknowledges the surety to be held and firmly bound to the Local Agency to immediately upon demand pay the face amount of the bid bond.

**11.4 Good Faith Efforts Described.** Good faith efforts to meet the DBE contract goal may include, but are not limited to, the following:

(a) Attending a pre-bid meeting, if any, scheduled by the department to inform DBEs of contracting and subcontracting opportunities;

(b) Advertising in general circulation trade association and socially and economically disadvantaged business directed media concerning subcontracting opportunities.

(c) Providing written notice to a reasonable number of specific DBEs so that the DBE’s interest in the contract are solicited in sufficient time to allow the firm to participate effectively;

(d) Following-up on initial written notice or solicitations of interest by contacting DBEs to determine with certainty whether the DBEs were interested.

(e) Maintaining documentation of responses received in the effort to solicit DBE participation.

(f) Selecting portions of work to be performed by DBEs to increase the likelihood of meeting the DBE goal, including, where appropriate, breaking down contracts into economically feasible units to facilitate DBE participation.

(g) Providing interested DBEs adequate information about plans, specifications and requirements of the contract.

(h) Negotiating in good faith with interested DBEs, not rejecting DBEs as unqualified without sound business reasons based on a thorough investigation of the DBE’s capabilities.

(i) Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance required by the Local Agency or by the bidder.

(j) Making effective use of available disadvantaged business organizations, minority bidders' groups, local, state and federal disadvantaged business assistance offices, MoDOT and other organizations that provide assistance in the recruitment and placement of DBEs.

## **11.5 Documentation, and Administrative Reconsideration of the Bidder's Good Faith**

**Efforts.** In the bidding documents, the bidder has the opportunity and responsibility to provide certified written documentation as to whether the bidder made a good faith effort to meet the DBE contract goal as proposed by MoDOT. Any bidder that has not met the Commission's proposed DBE contract goal at the time of bid opening must submit the completed "Certification of Good Faith Efforts to Obtain DBE Participation". The certification should be included in the bidding documents, fully and in detail, at the time its sealed bid is submitted, however, if that information is not completed and submitted with the initial sealed bid, the bidder must submit the documentation to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. The complete and signed original documents shall be mailed to the Local Agency no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's responsibility. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain certified DBE firm participation in the proposed contract work. If the apparent low bidder appears to have failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before the Local Agency and MoDOT reject that bid as non-responsive. However, regardless of the DBE contract goal participation level proposed by the bidder, or the extent of good faith efforts shown, the apparent low and second low bidders shall each timely and separately file their completed and executed "DBE Identification Submittal" or face potential sanctions and the bid bond or guaranty, as specified in [Sec 10.0](#) of these provisions may become the property of the Local Agency subject to the Local Agency's demand.

**12.0 DBE Participation for Contract Goal Credit.** DBE participation on the contract will count toward meeting the DBE contract goal as follows:

(a) The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the DBE contract goal, only if that firm is certified by the MRCC as a DBE at the time the contract or subcontract is executed, and only for the value of the work, goods or services that are actually performed, or provided, by the DBE firm itself.

(b) When a DBE performs work as a participant in a joint venture, the contractor may count toward the DBE goal only that portion of the total dollar value of the contract equal to the distinct, clearly defined portion of the contract work that the DBE has performed with the DBE's own forces. The MoDOT External Civil Rights Director shall be contacted in advance regarding any joint venture involving both a DBE firm and a non-DBE firm to review and approve the contractor's organizational structure and proposed operation. When a DBE subcontracts part of the work of the contract to another firm, the value of that subcontracted work may be counted toward the DBE contract goal only if the DBE's subcontractor at a lower tier is a MoDOT certified DBE. Work that a DBE subcontracts to a non-DBE firm will not count toward the DBE contract goal. The cost of supplies and equipment a DBE subcontractor purchases or leases from the prime contractor or the prime's affiliated firms, or from another non-DBE subcontractor, will not count toward the DBE contract goal.

(c) The contractor may count expenditures to a DBE subrecipient toward the DBE contract goal only if the DBE performs a commercially useful function (CUF) on that contract.

(d) A contractor may not count the participation of a DBE subcontractor toward the contractor's final compliance with the contractor's DBE contract goal obligations until the amount being counted has actually been paid to the DBE. A contractor may count 60 percent of the contractor's expenditures actually paid for material and supplies obtained from a DBE certified by MoDOT as a regular dealer, and 100 percent of such expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.

(1) A regular dealer will be defined as a firm that owns, operates, or maintains a store, warehouse or other establishment in which the material, supplies, articles or equipment required and used under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the DBE firm shall

be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.

(2) A DBE firm may be a regular dealer in such bulk items as petroleum products, steel, cement, gravel, stone or asphalt, without owning, operating or maintaining a place of business where it keeps such items in stock, if the DBE both owns and operates distribution equipment for the products it sells and provides for the contract work. Any supplementation of a regular dealer's own distribution equipment shall be by a long-term lease agreement, and not on an ad hoc or contract-by-contract basis.

(3) If a DBE regular dealer is used for DBE contract goal credit, no additional credit will be given for hauling or delivery to the project site goods or materials sold by that DBE regular dealer. Those delivery costs shall be deemed included in the price charged for the goods or materials by the regular dealer, who shall be responsible for their distribution.

(4) A manufacturer will be defined as a firm that operates or maintains a factory or establishment that produces on the premises, the material, supplies, articles or equipment required under the contract and of the general character described by the project specifications. A manufacturer will include firms that produce finished goods or products from raw or unfinished material, or that purchases and substantially alters goods and materials to make them suitable for construction use before reselling them.

(e) A contractor may count toward the DBE contract goal the following expenditures to certified DBE firms that are not "regular dealers" or "manufacturers" for DBE program purposes:

(1) The contractor may count toward the DBE contract goal the entire amount of fees or commissions charged by a certified DBE firm for providing a bona fide service, such as professional, technical, consultant or managerial services, or for providing bonds or insurance specifically required for the performance of the federal-aid contract, if the fee is reasonable and not excessive, compared with fees customarily charged for similar services.

(2) The contractor may count toward the DBE contract goal the entire amount of that portion of the construction contract that is performed by the DBE's own forces and equipment, under the DBE's supervision. This includes the cost of supplies and material ordered and paid for by the DBE for contract work, including supplies purchased or equipment leased by the DBE except supplies and equipment a DBE subcontractor purchases or leases from the prime contractor or its affiliates.

(f) A contractor may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MoDOT to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the contractor shall determine, or contact the MoDOT External Civil Rights Director for assistance in determining, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.

(g) The contractor will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are determined by MoDOT to be reasonable and not excessive, as compared with fees customarily charged by non-DBE firms for similar services. A broker will be defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site; a broker typically will not purchase or pay for the material, supplies or equipment, and if the broker does purchase or pay for those items, those costs will be reimbursed in full. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MoDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

**13.0 Performing a Commercially Useful Function (CUF).** No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a DBE firm, if that DBE firm does not perform a CUF on that contract. A DBE performs a CUF when the DBE is solely responsible for execution of a distinct element of the contract work, and the DBE actually

performs, manages and supervises the work involved with the firm's own forces. To perform a CUF, the DBE alone shall be responsible, and alone must bear the risk, for the material and supplies used on the contract, selecting a supplier or dealer from those available, negotiating price, determining quality and quantity, ordering the material and supplies, installing those materials with the DBE's own forces and equipment and paying for those materials and supplies. The amount the DBE firm is to be paid under the contract shall be commensurate with the work the DBE actually performs and the DBE credit claimed for the DBE's performance.

**13.1 Contractor's Obligation to Monitor CUF Performance.** It shall be solely the contractor's responsibility to ensure that all DBE firms perform a CUF. Further, the contractor is responsible to, and shall ensure that each DBE firm fully performs the DBE's designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. MoDOT is under no obligation to warn the contractor that a DBE's participation may not count toward the goal, other than through official notification with an opportunity for administrative reconsideration at the conclusion of the contract work.

**13.2 DBEs Must Perform a Useful and Necessary Role in Contract Completion.** A DBE does not perform a commercially useful function if the DBE's role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of DBE participation.

**13.3 DBEs Must Perform The Contract Work With Their Own Workforces.** If a DBE does not perform and exercise responsibility for at least 30 percent of the total cost of the DBE's contract with the DBE's own work force, or the DBE subcontracts a greater portion of the work of a contract than would be expected on the basis of normal industry practice for the type of work involved, MoDOT will presume that the DBE is not performing a commercially useful function.

**13.4 Factors Used to Determine if a DBE Trucking Firm is Performing a CUF.** The following factors will be used to determine whether a DBE trucking company is performing a commercially useful function (CUF):

(a) To perform a CUF, the DBE trucking firm shall be completely responsible for the management and supervision of the entire trucking operation that the DBE is being paid for on the contract work. There shall not be contrived arrangement, including but not limited to, any arrangement that would not customarily exist under regular construction project subcontracting practices for the purpose of meeting the DBE contract goal.

(b) The DBE must own and operate at least one fully licensed, insured and operational truck used in performance of the contract work. This does not include a supervisor's pickup truck or a similar vehicle that is not suitable for hauling the necessary materials or supplies.

(c) The DBE receives 100 percent contract goal credit for the total reasonable amount the DBE is paid for the transportation services provided on the contract using trucks the DBE owns, insures and operates, using drivers that the DBE employs.

(d) The DBE may lease trucks from another DBE firm, including an owner-operator who is certified as a DBE. The DBE firm that leases trucks from another DBE will receive credit for the total fair market value actually paid for of the transportation services the lessee DBE firm provides on the contract.

(e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. However, the DBE who leases trucks from a non-DBE is entitled to DBE contract goal credit only for the brokerage fee or commission the DBE receives as a result of the lease arrangement. The DBE will not receive credit for the total value of the transportation services provided by the non-DBE lessee. Furthermore, no DBE contract goal credit will be allowed, even for brokerage fees or commissions, where the DBE leases the trucks from the contractor on the project or a firm owned, controlled by, or affiliated by ownership or control to, the contractor.

(f) For purposes of this section, the lease shall indicate that the DBE firm leasing the truck has exclusive use of and control over the truck. This will not preclude the leased truck from working for others during the term of the lease with the consent of the DBE, provided the lease gives the DBE absolute priority for and control over the use of the leased truck. Leased trucks shall display the name and identification number of the DBE firm that has leased the truck at all times during the life of that lease.

**13.5 MoDOT Makes Final Determination On Whether a CUF Is Performed.** MoDOT and the Commission will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether

a DBE is performing or has performed a CUF, MoDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms, and the other firms forces and equipment. Any DBE work performed by the contractor, or by employees or equipment of the contractor will be subject to disallowance under the DBE Program, unless the independent validity and need is demonstrated.

#### **14.0 Use of Joint Checks**

Request for joint checks must be made to MoDOT by the contractor. Prior approval must be given before the use of joint checks is allowed. Contact External Civil Rights Division at 573-751-4309 or [dbe@modot.mo.gov](mailto:dbe@modot.mo.gov) to request a Joint Check Request Form.

#### **15.0 Verification of DBE Participation, Liquidated Damages.**

**15.1** Prior to final payment by the Local Agency, the contractor shall file with the Local Agency a detailed list showing each DBE used on the contract work, and the work performed by each DBE. The list shall show the actual dollar amount paid to each DBE for the creditable work on the contract, less any rebates, kickbacks, deductions, withholdings or other repayments made. The list shall be certified under penalty of perjury, or other law, to be accurate and complete. MoDOT and the Commission will use this certification and other information available to determine if the contractor and the contractor's DBEs satisfied the DBE contract goal percentage specified in the contract and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

**15.2** Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount shall become the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. However, no liquidated damages will be assessed, and no other administrative sanctions or remedies will be imposed when, for reasons beyond the control of the contractor and despite the good faith efforts made by the contractor, the final DBE contract goal participation percentage was not achieved. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

**16.0 Prompt Payment Requirements.** In accordance with Title 49 CFR 26.29, the contractor shall comply with the prompt payment requirements of that regulation, Section 34.057, RSMo., the provisions of the Commission's rule 7 CSR 10-8.111 and the contract. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually to those prompt payment requirements at the contractor's expense.

**17.0 Miscellaneous DBE Program Requirements.** In accordance with Title 49 CFR Part 26 and the Commission's DBE Program rules in Title 7 CSR Division 10, Chapter 8, the contractor, for both the contractor and for the contractor's subcontractors and suppliers, whether DBE firms or not, shall commit to comply fully with the auditing, record keeping, confidentiality, cooperation and anti-intimidation or retaliation provisions contained in those federal and state DBE Program regulations. By bidding on a federal-aid contract, and by accepting and executing that contract, the contractor agrees to assume these contractual obligations, and to bind the contractor's subrecipients contractually, at the contractor's expense.

## DBE PROGRAM-Monitoring and Enforcement

### Commercially Useful Function

One of the key requirements of the DBE Program is that a **commercially useful function** be performed. This is defined as:

***"Being responsible for execution of a contract or a distinct element of the work by actually performing, managing, and supervising the work involved."***

MoDOT personnel monitor the performance of work to be performed by DBE firms on all federal aid projects. MoDOT personnel review all elements of the work to be performed, including supervision of employees, employee payroll, and equipment used by the DBE firm. Contractors, DBEs, local public agencies, and all employees are required to cooperate with MoDOT personnel conducting investigations.

Failure of a DBE firm to perform a commercially useful function will result in the dollar amount of the work not being credited toward the DBE goal on the project. This can result in MoDOT withholding payment from the prime contractor, or agency, for that amount, or could result in removal of eligibility of the DBE. In cases of deliberate attempts to circumvent the intent of the DBE program, or fraud, these actions may lead to criminal prosecution of both the prime contractor and the DBE firm.

Red Flag situations which may result in an investigation include, but are not limited to, shared employees, supervision of DBE employees by another contractor, use of the prime's equipment, use of other equipment by the DBE without a long-term lease, materials for the DBE ordered, or paid for, by the prime contractor, or an item of work being done jointly by the DBE firm and another contractor.

### Management

The DBE must manage the work that has been contracted. Management includes, but is not limited to, scheduling work operations, ordering equipment and materials, preparing and submitting certified payrolls, and hiring and firing employees. The DBE owner must supervise daily operations, either personally or with a full time, skilled, and knowledgeable superintendent. The superintendent must be under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions of the firm. Mere performance of administrative duties is not supervision of daily operations.

### Materials

The DBE shall negotiate the cost, arrange delivery, and pay for the materials and supplies for the project. MoDOT will review invoices to verify billing and payment. The DBE must prepare the estimate, quantity of material, and be responsible for the quality of materials.

Two-party checks for payment may be made to the DBE and the supplier **only** if approved by MoDOT in advance. **No** credit toward the DBE goal will be given for the cost of materials or supplies paid directly by the prime for the DBE firm.

## Employees

In order to be considered an independent business, DBE firms must keep a regular workforce. DBE firms cannot "share" employees with non-DBE contractors, particularly the prime contractor. All work must be performed with a workforce the DBE firm controls, with a minimum of 30% of the work to be performed by the DBE firm's regular employees, or those hired by the DBE firm for the project from a source **other** than the prime contractor.

If a DBE firm does not perform or exercise responsibility for at least thirty (30) percent of the total cost of its contract or subcontract with its own work force, or the DBE subcontracts a greater portion of the work of a contract or subcontract than would be expected on the basis of normal industry practice for the type of work involved, MoDOT shall presume that the DBE is not performing a commercially useful function.

## Sanctions

The failure of a DBE firm to perform a commercially useful function (CUF) will result in the dollar value of that DBE firm's work not being credited toward the contractor's DBE goal for that contract. This may result in MoDOT withholding payment from the prime contractor of the entire amount not credited, if this results in the contractor's failure to achieve the DBE participation goal for that contract.

Deliberate conduct or indifference to the CUF requirements can also lead to the DBE firm's removal of eligibility. In any and all cases of deliberate attempts by the contractor, a DBE firm, or other firms to circumvent the requirements of the USDOT or MoDOT DBE Program, or their related contract requirements, or fraud of any kind, these actions may lead to suspension or debarment of the firms and their affiliates by MoDOT and may result in criminal prosecution and sanctions, plus civil and contractual liability, of any firm or person involved.

## Fraud

MoDOT will notify the USDOT of any suspected false, fraudulent, or dishonest conduct in connection with the DBE program, in order for the USDOT to take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.109. MoDOT will also consider similar action under Missouri legal authorities, including responsibility determinations in future contracts.

## Termination, Removal, Or Substitution Of DBE Firm

A contractor cannot terminate, release, or substitute any DBE firm without the written consent of MoDOT. The contractor must provide documentation to the Resident Engineer that the DBE firm is **unwilling or unable to perform** within 5 working days of notice of the inability to perform by the DBE firm. The Resident Engineer will forward the notice to the External Civil Rights Administrator for approval. If removal of a DBE firm is approved, or a DBE firm withdraws, the contractor must make a good faith effort to find a replacement DBE firm. The contractor must make efforts to replace the dollar value of work to be performed not merely finding a replacement for the work that was to be performed by the DBE firm being replaced. If substitution of a DBE firm is approved, the prime contractor must provide the Resident Engineer and External Civil Rights Administrator copies of new or amended subcontracts.

## DBE Participation

DBE credit will count toward the contractual goal only for work actually performed by the DBE firm and within the Standard Industry Classification (SIC) code approved for that firm. The credit will be counted in the following manner:

### Manufacturer

Credit is given for 100 percent of the value paid for materials furnished which become a permanent part of the project. A manufacturer is a firm that owns and operates the facilities to produce a product required by the project and purchased by the contractor.

### Supplier

Credit is given for 60 percent of the value paid for materials furnished which becomes a permanent part of the project. A supplier sells goods to the general public and maintains an inventory at an owned or leased warehouse or store. Bulk items such as steel, petroleum products, or rock do not have to be maintained in an on-site inventory. Credit will not be given for the cost of the materials and separate credit for the hauling of those same materials. Transportation of the materials is deemed part of the total cost.

### Broker

Credit is given for 100 percent of the **fees** or **commission** received by the DBE firm for materials purchased, services provided, or equipment secured and resold to the contractor. Fees or commissions are defined as the difference between what the DBE firm paid for the materials purchased, services provided, or equipment secured and the price paid by the contractor to the DBE firm for those items. A broker does not manufacture or supply on a regular basis.

### Trucker

Credit is given for 100 percent of the amount paid to the DBE trucker if the majority of the trucking is performed by the DBE, with employees of the DBE, using equipment owned or long-term leased by the DBE. However, if the DBE firm uses leased trucks, at least one truck owned by the firm **must** be used on the project.

Full credit will not be given for leased trucks unless they are leased from another DBE firm, DBE owner

operators, or a recognized commercial leasing operation. Firms licensed by the Missouri Division of Motor Carrier and Railroad Safety as leasing agents qualify as a recognized leasing operation. Lease of trucks from the prime contractor will not be credited toward the DBE goal other than the fees and commissions. This type of relationship will be subject to strict scrutiny.

All trucks used must be labeled clearly and visibly with a sign indicating the firm owning or leasing the vehicle. MoDOT will require submittal of a truck roster report, including ownership and vehicle identification information, on a regular basis. MoDOT project office personnel will review the rosters for verification and will monitor the trucks operating on the project. MoDOT will conduct random verification and report any irregularities to the External Civil Rights Unit for review.

If the DBE firm uses owner-operators to supplement their owned trucks, the DBE must be responsible for management and supervision of the entire trucking operation. The trucking arrangement or contract **cannot** be a contrived arrangement to meet the DBE goal. The DBE will be considered a broker, and only fees or commissions received will count toward the goal, if the DBE is not in full control, or does not have employees or trucks on the project.

In order for the use of a DBE trucker to be credited for the delivered price of materials/ supplies, the trucker must be certified as a supplier or manufacturer of the material, responsible for the quality standards of the material, negotiating the material price, payment, and select the source.

## **Contractor**

Credit is given for 100 percent of the amount of paid to a DBE contractor for labor and materials provided to perform a defined and clearly measurable portion of the contract. 30 percent of the work must be performed by the DBE's **own** employees and the DBE must order and pay for all supplies and materials.

## **Verification**

**MoDOT, through Jefferson County, requires submittal of an affidavit of final payment for all DBE firms prior to release of final payment and retainage to the prime contractor. The final original items to be performed, change orders, final quantities, and payments are then reviewed to determine if the contractor has complied with the contractual DBE goal. If the prime does not comply with the goal, MoDOT withholds the amount the contractor failed to achieve as the administrative remedy for non-compliance.**

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

**1. Equal Employment Opportunity:** Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

**8. Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

**10. Assurance Required by 49 CFR 26.13(b):**

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

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

#### 1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is utilized in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

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

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

will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

## **2. Withholding**

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

## **3. Payrolls and basic records**

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

## **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

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

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

## VI. SUBLetting OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is

evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

## **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT**

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

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

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

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

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

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

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **2. Instructions for Certification - Lower Tier Participants:**

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

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

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the

department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

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**XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:
  - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

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

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

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

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

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

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

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

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

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

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

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

## **FEDERAL AID PROVISIONS**

**December 1980**

### **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
3. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their covered construction work, such contractors are required to comply with the following goals:

Goals for Female participation for each trade

#### **AREA COVERED**

Goals for women apply nationwide

#### **GOALS AND TIMETABLES**

##### **Goals**

Timetable	(Percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9

#### **Goals for Minority Participation for Each Trade**

<b>County</b>	<b>Goal (Percent)</b>	<b>County</b>	<b>Goal (Percent)</b>
---------------	-----------------------	---------------	-----------------------

Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4

Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

These goals are applicable to all of the contractor's construction work (whether or not is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on Its Implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority, or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

4. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
5. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” of the county, route and limits described in the proposal for the work.

July 1986

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. “Covered area” means the geographical area described in the solicitation which this contract resulted.
  - b. “Director” mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
  - c. “Employer Identification Number” means the Federal Social Security number used on the Employer’s quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. “Minority” includes;
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor’s or Subcontractors’ failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contact resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or

federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file or the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company

EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.
- i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rat of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program).

#### **OPERATING POLICY STATEMENT**

The contractor shall accept as his operating policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

“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, or national origin. Such action shall include: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.”

#### **SUPPLEMENTAL REPORTING REQUIREMENTS**

- A. The Contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.
- B. All such records must 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 State Highway Agency and the Federal Highway Administration.
- C. The contractor and each covered subcontractor will submit to the State Highway Agency, for the month of July, for the duration of the project, a report (Form PR-1391) "Federal-Aid Highway Construction Contractors Annual EEO Report", indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

## **NONDISCRIMINATION IN EMPLOYMENT**

**July 1990**

The following provisions are added by the State to the Required Contract Provisions of Federal-Aid Contracts.

The contractor is advised that the exemptions referred to in the Required Contract Provisions, Federal-Aid contracts under Section II, Nondiscrimination, Paragraph 3g, with respect to contracts and subcontracts, are substantial and are to be found in Chapter 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor (33 Federal Register 7804-7812, May 28, 1968, effective July 1, 1968, Chapter 60, Title 41, Code of Federal Regulations), by which contracts and subcontracts of \$10,000 or less and certain contracts and subcontracts for indefinite quantities are exempt.

The two pertinent exemption clauses are as follows:

### **60-1.5 Exemptions**

- (a) General – (1) Transactions of \$10,000 or under. Contracts and Subcontractors not exceeding \$10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: Provided, that where a contractor has contracts or subcontracts with the Government in any 12-month period which have an aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding \$10,000, the \$10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contracts exceeds \$10,000.

## **JOB SPECIAL PROVISIONS**

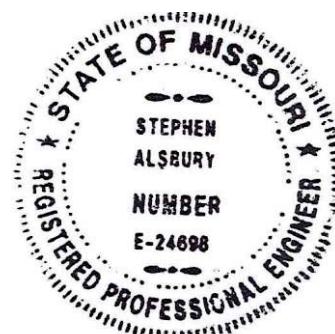
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A handwritten signature in blue ink, appearing to read "Stephen Alsbury".

## **A. GOVERNING SPECIFICATIONS AND DEFINITION CHANGES**

The general requirements, provisions and technical specifications governing the completion of the work contemplated shall be the Missouri Standard Specifications for Highway Construction, 2019 Edition, supplemental revisions most recent edition, and are made part of this contract, although not reproduced herein.

The Job Special provisions, General Special provisions and other State requirements are contained within these Job Specifications.

The Job Special provisions, General Special Provisions and the Construction Drawings shall take preference over all other documents whenever any disagreement exists.

All reference to the "Commission" made in the Missouri Standard Specifications for Highway Construction, 2019 Edition shall be interpreted as the Jefferson County Public Works Department, Jefferson County, Missouri.

All reference to the "Engineer" made in the above standard specifications, shall be interpreted as the County Director of Public Works/Highway Engineer, Jefferson County Public Works Department, Hillsboro, Missouri.

All reference to the "State" made in the above standard specifications shall be interpreted as Jefferson County, Missouri.

## **B. WORK ZONE TRAFFIC MANAGEMENT PLAN**

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Traffic Management Schedule.

2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

2.3\_ The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4\_ In order to ensure minimal traffic interference, the contractor shall schedule lane or road closures for the absolute minimum amount of time required to complete the work. Lanes or roadway shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane or roadway is opened to traffic.

3.0 Detours and Lane Closures.

3.1 The contractor shall provide changeable message signs notifying motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The changeable message sign shall be installed at a location as approved or directed by the engineer.

4.0 Basis of Payment. No direct payment will be made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions, unless specified elsewhere in the contract document.

**C. UTILITIES**

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

Utility Name	Known Required Adjustment
AT&T	Facilities are mounted on Ameren poles. AT&T will coordinate with Ameren to move.
Ameren U.E.	Ameren will move power poles and lines along the project corridor clear of the proposed work.

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the County at this time. This information is provided by the County "as-is" and the County expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the County shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the County from damages to any utility facilities interruption of service by it or its subcontractor's operation.

**D. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS**

All questions concerning the bid document preparation and this project during the bidding process shall be forwarded to the project contact listed below:

Jefferson County  
P.O. Box 100, 725 Maple Street  
Hillsboro, MO 63050  
Telephone Number 636-797-5340  
Fax 636-797-5565

**E. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT**

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol 636-797-9999 Troop C	Jefferson County Sheriff Office 636-797-5000
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In emergency or off duty hours dial 911

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

**F. CONSTRUCTION REQUIREMENTS**

1.0 The contractor shall observe all legal load limit restrictions for all bridges on all state, county and local roadways.

2.0 Section 201 (Clearing and Grubbing) Missouri Standard Specifications for Highway Construction will be in effect for this project. All costs for complying with the requirements of this special provision shall be included in Item No. 201-30.00, Clearing and Grubbing, Acre. This shall include all costs for clearing and grubbing within the project limits in preparation for the embankment construction.

3.0 Signs damaged due to the contractor's construction activities shall be replaced by the contractor at his expense.

4.0 All pavement joints shall be located in accordance with Section 401.7.6 Joints, in Section 401 (Plant Mix Bituminous Base and Pavement) Missouri Standard Specifications for Highway Construction.

5.0 Two portable Changeable Message Signs (CMS) shall be provided on Charter Church Road at locations approved by the engineer. One sign shall be provided for each direction of Charter Church Road and shall be operating at least two weeks prior to the closure of Charter Church Road. These CMS's shall indicate the day the contractor intends to close the road. The message on the CMS's shall be approved by the engineer.

6.0 Standard Drawings: The following MoDOT Standard Plans shall be used to supplement the construction plans.

<b>Standard No.</b>	<b>Drawing Title</b>
203.00	Excavation and Embankment – Typical Details
606.00	Guardrail
606.22	Bridge Anchor Section (Safety Barrier Curb on Bridge)
616.10	Temporary Traffic Control Devices
620.00	Pavement Marking
706.35	Bar Supports for Concrete Reinforcement
732.00	Flared End Section
806.10	Temporary Erosion Control Measures

7.0 Payment made to the contractor to recover the cost of equipment, labor, materials or time required to fulfill the above provisions shall be considered completely included with the bid items included in the contract.

#### **G. SECTION 801 - FERTILIZING**

Description. Fertilizing shall conform to Section 801, and application criteria shall be as follows:

Complete fertilizer of neutral character, with some elements derived from organic sources, containing not less than 12 percent (12%) phosphoric acid, 12 percent (12%) potassium, and 12 percent (12%) nitrogen. Provide nitrogen in form that will be available during initial period of growth. Rate shall be 750lbs per acre.

#### **H. SECTION 805 - SEEDING**

Description: In accordance with Section 805.2.2, the following seed mixture shall be applied at the rate specified, except for designated Area 1.

<u>Seed Name</u>	<u>Pounds of Pure Live Seed/Acre</u>
Tall Fescue	120
Orchard Grass	40
Annual Rye	40

#### **I. PREVAILING WAGE RATE**

The Federal Government is participating in the cost of construction of this project. This contract requires payment of the prevailing hourly rate of wages for each craft or type of worker required to execute the contract as determined by the State Wage Rates.

These documents can be obtained when ordering bidding documents and have important legal consequences. It shall be conclusively presumed that they are in the BIDDER'S possession at the time any bid is submitted.

#### **J. DISPOSAL OF EXCESS MATERIAL**

The Missouri Solid Waste Management Law and its ancillary regulations, 10 CSR 80-1 through 9, provide for the proper disposal of solid waste. The CONTRACTOR must comply with the provision of applicable regulations during highway and bridge construction activities. These activities oftentimes involve the generation of "excess material", which in many instances can also be considered "solid waste" under the definitions of the Department of Natural Resources (DNR) Solid Waste Management Program.

Many types of excess material are not regulated by the DNR's Solid Waste Management Program. Such "clean fill" includes uncontaminated soil, rock, sand, gravel, concrete, minimal amounts of woods and metal and inert solids as approved by rule or policy by DNR's Solid Waste Management Program.

These materials are basically not considered solid waste, and may be disposed of without prior approval from DNR's Solid Waste Management Program. Other substances which are not included in

this list of materials may require special approval by the DNR's Solid Waste Management Program prior to disposal in areas other than approved landfills.

Disposal of any other material' which does not fit this "clean fill" definition must be in accordance with DNR's (or local) regulations and it shall be the CONTRACTOR's responsibility to provide appropriate documentation (i.e. landfill receipts or a private OWNER waiver letter or statement from DNR) that the disposal will not violate applicable laws or regulations.

No direct payment will be made for any expense incurred by the CONTRACTOR by reason of his compliance with these requirements.

## K. SUBGRADE REPAIR

### Description:

During compaction of the prepared subgrade, the Contractor shall record and report all soft or uncompactable areas to the Engineer.

Where the Engineer deems subgrade material to be unsatisfactory, over-excavate below subgrade will be required to a depth of one foot below design subgrade as needed to remove unsatisfactory subgrade material.

1. The excavated material shall be disposed of at a Contractor-furnished offsite disposal site. Backfill the excavated areas with subgrade repair material.
2. Cover over excavated area with an integrally formed polypropylene biaxial geogrid having a positive mechanical interlock load transfer mechanism with the properties listed below:

	MD Values <sup>1</sup>	XMD <sup>1</sup>
• Aperture Dimensions <sup>2</sup>	1.0 in	1.3 in
• Minimum Rib Thickness <sup>2</sup>	0.03 in	0.03 in
• Tensile Strength 2% Strain <sup>3</sup>	280 lb/ft	450 lb/ft
• Tensile Strength @ 5% Strain <sup>3</sup>	580 lb/ft	920 lb/ft
• Ultimate Tensile Strength <sup>3</sup>	850 lb/ft	1,300 lb/ft
• Junction Efficiency <sup>4</sup>	93%	
• Flexural Stiffness <sup>5</sup>	250,000 mg-cm	
• Aperture Stability <sup>6</sup>	32 m-N/deg	
• Resistance to Installation Damage <sup>7</sup>	95%SC / 93%SW / 90%GP	
• Resistance to long Term Degradation <sup>8</sup>	100%	
• Resistance to UV Degradation <sup>9</sup>	100%	

### Notes:

1. Unless indicated otherwise, values shown are minimum average roll values determined in accordance with ASTM D4759-02. Brief descriptions of test procedures are given in the following notes.
2. Nominal dimensions.
3. True resistance to elongation when initially subjected to a load determined in accordance with ASTM D6637-01 without deforming test materials under load before measuring such resistance or employing "secant" or "offset" tangent methods of measurement so as to overstate tensile properties.

4. Load transfer capability determined in accordance with GRI-GG2-05 and expressed as a percentage of ultimate tensile strength.
5. Resistance to bending force determined in accordance with ASTM D5732-01, using specimens of width two ribs wide, with transverse ribs cut flush with exterior edges of longitudinal ribs (as a “ladder”), and of length sufficiently long to enable measurement of the overhang dimension, The overall Flexural Stiffness is calculated as the square root of the product of MD and XMD Flexural Stiffness values.
6. Resistance to in-plane rotational movement measured by applying a 20 kg- cm (2 rn-N) moment to the central junction of a 9 inch x 9 inch specimen restrained at its perimeter in accordance with U.S. Army Corps of Engineers Methodology for measurement of Torsional Rigidity.
7. Resistance to loss of load capacity or structural integrity when subjected to mechanical installation stress in clayey sand (SC), well graded sand (SW), and crushed stone classified as poorly graded gravel (GP). The geogrid shall be sampled in accordance with ASTM D5818-06 and load capacity shall be determined in accordance with ASTM D6637-01.
8. Resistance to loss of load capacity or structural integrity when subjected to chemically aggressive environments in accordance with EPA 9090 immersion testing.
9. Resistance to loss of load capacity or structural integrity when subjected to 500 hours of ultraviolet light and aggressive weathering in accordance with ASTM D4355-05.

3. Place 2 inch minus crushed stone backfill in compacted lifts 4 inches in thickness to subgrade.

If the excavation below subgrade is required because of negligence on the part of the Contractor, the necessary excavation, backfilling and compaction required to restore the subgrade satisfactorily shall be at the Contractor's sole expense.

Method of Measurement:

Measurement will include subgrade repair material furnished, placed, and compacted during Modified Subgrade and during Proof rolling as specified herein.

Measurement will be based upon measurement under this item.

Basis of Payment:

Payment for this item will be based on the unit price per square yard stated in the Proposal.

Payment for this item shall constitute full compensation for all material, labor, equipment, and incidentals necessary for excavation of designated areas, furnishing materials including rock stabilization fabric, placing and compaction of materials, and re-compaction of the subgrade. Disposal of excavated material is also included in this payment item.

This item is to provide for the repair of the subgrade in the process of the work and shall be used only under the direction of the Engineer.

**L. REQUIRED CLEARANCES FOR BORROW CLEARANCES**

The necessary clearances for disturbed areas such as borrow sites, haul roads, burn pits, staging areas, and spoil sites shall be obtained prior to using these areas for the project. The contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or disturbed areas that have previously been cleared, precluding the need to address most, if not all, of the issues described below. The contractor should include the federal project number on all correspondence. The following addresses the primary environmental issues related to clearance of disturbed areas such as borrow sites:

**The Endangered Species Act**

The Federal Endangered Species Act protects rare species and their habitats. The Act is administered by the US. Fish and Wildlife Service (FWS). Violations of this act can result in extensive project delays and severe fines. To determine whether an activity will impact any rare species or their habitats, contact the Missouri Department of Conservation's Policy and Coordination Section at (573) 751-4115 to request a query of the MDC Heritage Database. All queries must be accompanied by a good quality map illustrating the location of the proposed site and a description of the activity. Allow at least three weeks for a response to all requests.

If there are no known records of rare species or sensitive habitats at the proposed site and it is unlikely that any will be impacted by the activity, the contractor will be given clearance to proceed. However, if rare species are known or likely to occur at the site or known critical habitat exists, further coordination with MDC and the FWS will be necessary. Written clearance from the US. Fish and Wildlife Service may be required before the project can proceed.

Missouri Department of Conservation (MDC)  
Planning Division  
P.O. Box 180  
Jefferson City MO 65102-0180  
Telephone (573) 751-4115 or FAX (573) 751-4495

U.S. Fish and Wildlife Service (FWS)  
Columbia Field Office  
608 East Cherry Street  
Columbia MO 65201  
Telephone (573) 876-1911 or FAX (573) 876-1914

## Floodplain / Regulatory Floodway

An evaluation of floodplain impacts is mandated by Executive Order 11988, Floodplain Management, and subsequent federal floodplain management guidelines. When available, flood hazard boundary maps (National Flood Insurance Program and flood insurance studies for the project area are used to determine the limits of the base (100-year) floodplain and the extent of encroachment.

The Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines 23 CFR 650 have identified the base (100- year) flood as the flood having a one-percent probability of being equaled or exceeded in any given year. The base floodplain is the area of 100-year flood hazard within a county or community. The regulatory floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 100-year flood discharge can be conveyed without increasing the base flood elevation more than a specified amount. FEMA has mandated that projects can cause no rise in the regulatory floodway and a one- foot cumulative rise for all projects in the base (100-year) floodplain. For projects that involve the state of Missouri, the State Emergency Management Agency (SEMA) issues floodplain development permits. In the case of projects proposed within regulatory floodways, a "no-rise" certificate, if applicable, should be obtained prior to issuance of a permit.

Questions regarding floodplain and regulatory floodway should be addressed to:

SEMA  
P.O. Box 116  
Jefferson City MO  
65102  
Telephone (573) 526-9141

Documentation of consultation with SEMA regarding the presence of 100-year floodplain/regulatory floodway should be included in the final collection of information to be submitted to MoDOT staff.

## **Federal Emergency Management Agency (FEMA) Buyout Lands**

The Flood Disaster Protection Act of 1973, as amended by the Disaster Relief and Emergency Assistance Act of 1988 (The Stafford Act), identified the use of disaster relief funds under Section 404 for the Hazard Mitigation Grant Program (HMGP), including the acquisition and relocation of flood-damaged property. The Volkmer Bill further expanded the use of HMGP funds under Section 404 to “buy out” flood damaged property that had been affected by the Great Flood of 1993.

There are numerous restrictions on these FEMA buyout properties. No structures or improvements may be erected on these properties unless they are open on all sides. The site shall be used only for open space purposes and shall stay in public ownership. These conditions and restrictions (among others), along with the right to enforce same, are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors, grantees, or assigns. Any decision involving these properties should take into consideration that 2—3 years is necessary to process an exemption from FEMA to utilize this parcel. This exemption would likely be a permanent easement rather than a transfer of property. If any proposed site is located on a FEMA buyout property, an alternative site should be chosen.

## **Farmland Protection**

In order to comply with the Farmland Protection Policy Act, which has the purpose of minimizing federal programs' contributions to the unnecessary and irreversible conversion of farmland caused by nonagricultural uses, the Form AD1006 will need to be completed. This can be accomplished through coordination with United States Department of Agricultural (USDA)-Natural Resources Conservation Service (NRCS) and the completion of Form AD-1006. To receive the Form AD-1006, call the NRCS State office in Columbia at (573) 876-9411. An aerial map of the site or sites will also be required with the area to be disturbed identified on the map. This aerial map can be obtained from the local NRCS office. In some areas of the state this office may be located in an adjoining county.

The contractor will need to complete Parts I and III on the Form AD-1006. The form should then be sent to the NRCS State Office for completion of Parts II, IV, and V. The NRCS State Office address is:

Mr. Dennis Potter  
State Soil Scientist  
Natural Resource Conservation Service  
601 Business Loop 70 West  
Parkade Center, Suite 250  
Columbia, MO 65203  
Telephone (573) 876-9411

After the NRCS office returns the form, the contractor will complete remaining Parts VI and VII. The contractor will provide a copy of the completed form to the MoDOT district contact to document compliance with the Farmland Protection Policy Act.

## **Wetlands**

Federal executive order has decreed a national policy of “no net loss of wetlands.” Under this policy, impacts to wetlands must be avoided if at all practical. Where wetlands are impacted, these impacts must be mitigated by construction or enhancement of a like quantity and quality of new wetlands. For these reasons, avoiding impacts to wetlands is a primary goal.

To determine whether wetlands occur on a farmland site, contact the USDA NRCS. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act. These maps are available from county NRCS offices, usually located in the county seat. For all other (non-farmland) sites, consult the FWS Wetlands Mapper at

<http://wetlandsfws.er.usgs.gov/wetlandfws.er.usgs.gov/wtlands/launch.html>. If wetlands are identified on either Food Security Act wetland maps or the FWS wetlands mapper, a site visit may be needed to confirm the location of wetlands. If there are no wetland impacts, no other action need be taken.

If there are any questions about the extent of wetlands in the event that wetlands cannot be avoided, contact the U.S. Army Corps of Engineers (COE). If wetlands cannot be avoided, a COE Section 404 permit would be processed through the appropriate COE district. There are five COE districts in Missouri. Information about COE district locations, addresses, and phone numbers is available on the COE website at <http://www.usace.army.mil/ContactUs.html>.

## **Water Quality / Land Disturbance**

The National Pollutant Discharge Elimination Systems (NPDES) program regulates construction activities where 1 acre or more of land is disturbed. If the project proponent has a general NPDES permit for all of their construction activities, this is adequate. If the project proponent does not have a valid general permit and the site to be disturbed is greater than 1 acre in size, a project-specific NPDES permit from DNR is required. If the project is entirely within MoDOT right of way, the sponsor may use MoDOT's general permit. In either case, the sponsor will need to develop a site-specific storm water pollution prevention plan for the project. The sponsor shall contact the Missouri Department of Natural Resources (DNR) NPDES Storm Water Program office at (573) 751-1300 or (800) 361-4827 for further directions. A few cities (Kansas City, Columbia, and others) and counties have obtained their own land disturbance permits from DNR for generic land disturbance purposes: see additional discussion on storm water and erosion control in Section 4.

### **Hazardous Waste Sites**

More than likely, areas to be disturbed will be located in rural areas that have been used for agriculture or similar purposes. Hazardous wastes are most typically associated with commercial or previously industrial properties.

If the proposed area is basically farmland or pasture and has not been used for any commercial activity or dumping, hazardous wastes are unlikely. The contractor should simply document the existing and historic land use of the parcel and tell how this assessment was obtained.

In non-rural, suburban, or commercial areas a nonintrusive investigation may be used to "diagnose" the environmental conditions of a selected site. The following is a list of suggested items, but not inclusive, for a cursory nonintrusive investigation.

- Examine any noticeable contamination in the form of surface staining, oil sheen, odors, stressed vegetation, spills, leaks, illegal dumping, etc.
- Conduct interviews of local citizens and current owners to identify past land use practices and hazardous waste management practices.
- Consult with local and state [Missouri Department of Natural Resources, Hazardous Waste Program, (573) 751-3176] environmental regulatory agencies to identify whether any past problems (complaints, citations, etc.) have occurred at the site, whether any permits/licenses have been filed for the site, or whether enforcement actions have occurred.

If the above analyses produce negative results, the contractor should provide documentation to the MoDOT district contact as to who was contacted and the results of the contact. However, if potential problems are identified through the search for information described above, it would be wise to locate another site.

The potential to encounter wastes from sites that are unknown should always be a consideration. Any unknown sites that are found will be handled in accordance with federal and state laws and regulations.

## Historic Preservation

All jobs requiring environmental clearance for historic preservation (archaeological sites and structures) must be reviewed and approved by the State Historic Preservation office (SHPO), Department of Natural Resources. To initiate SHPO's review and clearance of a proposed site for cultural resources a "Section 106 Project Information Form" must be completed and submitted to SHPO along with a copy of a United States Geological Survey (USGS) topographic map indicating the location of the project. In addition, photographs of any structures that will be impacted must be provided. The Section 106 Project Information Form can be obtained from the SHPO website at

<http://www.dnr.mo.gov/shpo/sectionrev.htm> or requested from the SHPO by telephone (573) 751-7858 or mail:

Missouri Department of Natural Resources  
State Historic Preservation Office  
Attn: Section 106 Review  
P.O. Box 176  
Jefferson City, MO, 65102-0176

Based on the information supplied, SHPO may clear the project at that time or request that the contractor acquire the services of an archaeological consultant to conduct a historic preservation survey of the proposed area. A listing of currently acceptable and available archaeological consultants who can complete a survey if required can be viewed at the SHPO's website at

<http://www.dnr.mo.gov/shpo/profqualifications.htm>. Any questions can be directed to the Design Division-Historic Preservation Section, at (573) 751-0473.

## Public Land

If borrow sites are proposed on any publicly owned land, contact the MoDOT district representative before proceeding. Section 4(f) of the Department of Transportation Act of 1966 (now codified as 49 U.S.C. 303 and 23 U.S.C. 138) protects certain public lands. Section 4(f) requires that all U.S. DOT-funded transportation projects must avoid impacts to public parkland and wildlife refuges (and cultural resources deemed eligible for the National Register of Historic Places), unless it is successfully demonstrated that no feasible and prudent alternative exists that avoids "use" or impacts to the park or refuge. It is strongly recommended that public lands not be considered as potential borrow sites.

Once the contractor has obtained all of the above information, it should be provided to the MoDOT district contact. The transmittal letter must include County, Route, and Job Number of the project, along with a map depicting the location and limits of the site(s).

No direct payment will be made for obtaining the required clearances for borrow areas. An adjustment in contract time will be considered for any delay caused by receiving the required clearances.

## **M. SETTLEMENT AGREEMENT TRACT 1**

A Settlement agreement with the Owner of Track 1 was reached in the right of way agreements for this project and shall be enforced in during the contract.

Requirement 1. A tree located at 40' left of Station 13+20 shall be protected and not disturbed. Care shall be taken not to damage the root system when placement of embankment in this area.

No additional payment will be made for compliance with this requirement and shall be considered completely cover under the contract unit price for "Mobilization"

## **N. COVID-19 Safety**

1.0 Description. The coronavirus disease 2019 or COVID-19 has reached a pandemic stage across the United States, including the State of Missouri. To reduce the impact of COVID-19 outbreak conditions on businesses, workers, customers and the public, the contractor shall be aware of all COVID-19 guidance from the Center for Disease Control (CDC) and other government health mandates. The contractor shall conduct all operations in conformance with these safety directives. The guidance may change during the project construction and the contractor shall change and adapt their operation and safety protocols accordingly.

2.0 Safety Plan. The contractor shall include these procedures in the project safety plan as called for in the contract documents and revise the safety plan as needed.

3.0 Essential Work. In accordance with any state or local Stay at Home Order, care for the infrastructure has been deemed essential and MoDOT/ Jefferson County is moving forward with construction projects, this project is considered essential and the contractor and their employees, subcontractors and suppliers are considered essential business and performing essential functions.

4.0 Basis of Payment. Compliance with regulations and laws pertaining to Covid 19 is covered under Sec 107 of the Missouri Standard Specifications for Highway Construction. No direct payment will be made for compliance with this provision.

## **O. INSPECTION WAIVER**

This is not a bid item.

The County requires inspection of materials and products and requires certifications from the manufacturers or suppliers for compliance with the specifications. Supplier's material certification shall be required for the following items:

- a. Prestressed Concrete Beams — Prestressed strands  
Concrete  
Reinforced Steel  
Bearing Pads
- b. Guardrail — Steel and Galvanizing
- c. Asphalt — Mix design required  
Weight tickets  
Prime
- d. Class B, B-1 or B-2 Concrete — Mix Design
- e. Reinforced Steel — Mill Certification
- f. Pipe and Flared End Sections

Submittal — Contractor shall submit certifications, signed by the material suppliers and the Contractor, that all materials meet specification requirements. Mix designs of asphalt mixes shall be submitted to the Engineer for approval, prior to placement of material. Certified weight tickets shall be provided for verification of quantity for asphalt. The Contractor shall provide the materials for field-testing at no additional payment.

The County will be responsible for the following job control testing:

- a. Concrete (cylinders, air, and slump)
- b. Grading and Base Compaction
- c. Asphalt (extraction and compaction)

P. **SECTION 216- REMOVALS FOR BRIDGE STRUCTURES**

Modify Section 216.10.2 to include the following:

The Contractor has the option of removing the existing bridge by whatever method he may choose subject to the approval of the Public Works Director. The use of explosives will not be permitted on this project. The Contractor shall accept full responsibility for the safety and feasibility of his operation and approval of the Public Works Director shall not relieve the Contractor of this responsibility.

Whatever method is selected, the Contractor shall submit his proposed method and plan of bridge removal to the Public Works Director for review within two weeks after award of the contract and a minimum of 14 days before commencing such activities. Said plan shall include his proposed method of removing and dismantling the existing superstructure as well as his proposed method of demolishing and removing the substructure, Included shall be his proposed method of disposal.

**Q. CONCRETE SLAB**

Description. This work shall consist of the construction of a concrete bridge slab by pre-cast pre-stressed panel as permanent structural forms interacting with a reinforced cast-in-place concrete topping between the exterior girders. Conventional forming shall be used for the overhang of the exterior girders or other limitations as shown on plans

General. The concrete slab shall be constructed in accordance with the Standard Specifications, these specifications and in conformity with lines, grades, thicknesses and typical cross sections shown on the bridge plans.

The slab will be bid per square yard of slab area complete, including prestressed panels and all slab concrete and reinforcing steel, plain and epoxy coated.

Construction Method. The slab shall be constructed in accordance with Section 703 of the Standard Specifications and these Special Provisions.

The reinforced concrete slab shall be constructed of Class B-2 concrete and Grade 60 reinforcing.

1. Dimensional Tolerances: For dimensional tolerances, see Missouri Standard Specification, Section 1029 Table III.
2. Splicing of Strands: One approved splice per pretensioning strand will be permitted provided the splices are so positioned that none occur within a member. Strands which are being spliced shall have the same "twist" or "lay." Allowance shall be made for slippage of the splice in computing strand elongation.
3. Wire Failure: Failure of one wire in a seven-wire pre-tensioning strand may be accepted, provided that, it is not more than two percent of the total area of the strands.
4. AI Concrete: Concrete for the prestressed panels shall conform to all requirements of Class AI (5000 psi) concrete. The use of Type I or Type III cement will be optional with the contractor, unless otherwise specified.
5. Preparation of Panel: The top surface of the panel shall receive a roughened finish to facilitate bond with cast-in-place deck. The scoring shall be perpendicular to the pre-stressing strands in the panel and shall be 1/8 inch in depth.

Just prior to placing concrete, the panels shall be cleaned by high pressure water. There shall be no free water standing on the U panels when concrete is placed. If this method of cleaning does not appear sufficient to remove laitance or other foreign matter, sandblasting these areas will be required followed again by high pressure water cleaning prior to concrete placement

6. Bedding Material:

Bedding material for pre-cast units shall meet the requirements of Section 1057.2.5 for preformed fiber joint material or the following requirements for expanded or extruded polystyrene:

Property	Value	Test Requirements
Compression -	60 psi Minimum	ASTM D-1621
Strength-		Procedure A-10% Yield
Water Absorption	2% by Vol. Maximum	ASTM D-2842
Oxygen Index	24 Minimum	ASTM D-2863

Method of Measurement: The area of the concrete slab is based on the dimensions as shown in the plans and computed to the nearest square yard. This area is measured transversely from out-to-out of slab and longitudinally from fill face to fill face.

The table of Estimated Quantities for Slab on Concrete I-Girder represents the quantities used by the County in preparing the cost estimate for concrete slabs. Variations may be encountered in these estimated quantities, but these variations cannot be used for an adjustment in the contract unit price per square yard of slab on Concrete I-Girder. Each bidder is urged to prepare their own estimate of quantities before submitting their bid. The Notes For Estimated Quantities, as shown in the plans, describes all the quantities which are included in the Estimated Quantities for Slab on Concrete I-Girder.

Final measurement will not be made, except for authorized changes during construction or where appreciable errors are found in the contract quantity per square yard. The revision or correction will be computed and added to or deducted from the contract quantity.

In the use of prestressed pre-cast panel forms, the contractor is responsible for determining the lengths and number of S Bars in the lower mat of reinforcing when square end panels are used on skewed structures.

Basis of Payment: The amount of completed and accepted work, measured as provided above, will be paid for at the contract unit price per square yard for Slab-on-Concrete I-Girder which will include full compensation for furnishing and placing all forms and any surface preparation required, furnishing and placing all concrete and reinforcing steel for the concrete slab, haunches and all integral diaphragms, all labor, equipment, tools and incidentals necessary to complete the work.

If an error or omission occurs that results in additional steel being required, the following unit prices will apply as full compensation for all costs related to the completed installation of that reinforcing steel.

Plain reinforcing steel, 1.35 per lbs.

Epoxy coated reinforcing steel, 1.50 per lbs.

Payment will be made under the applicable item listed below:

703-42.13 Slab-on-Concrete I-Girder, per Square Yard.

**R. ACCEPTANCE OF PRECAST DOUBLE TEE, I-GIRDER AND SLAB PANELS**

The following procedures have been established for the acceptance of precast double tee, I-girder, box-girder and slab panels. Shop drawings shall be submitted to the local agency's engineer for review and approval. The approval is expected to cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. The local agency or their consultant has the option of inspecting the precast units during fabrication or requiring the fabricator to furnish a certification of contract compliance and substantiating test reports. In addition, the following reports will be required

1. Certified mill test reports, including results of physical tests on the prestressed strands, and reinforcement as required.
2. Test reports on concrete cylinder breaks.

The local agency or consultant must verify and document that dimensions of the units were checked at the job and found to be in compliance with the shop drawings.

**S. BUY AMERICA REQUIREMENTS**

**106.9 Buy America Requirement.** On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

**106.9.1** Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

**106.9.2** "Minor usage" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

**106.9.3** Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000.

**106.9.3.1** Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

**106.9.3.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The Engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the Engineer and retained for a period of 3 years after the last reimbursement of the material.

**106.9.3.3** Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.

**106.9.4** When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

## T. **RESTRICTIONS FOR MIGRATORY BIRDS**

**1.0 Description.** Swallows or other bird species protected by the Migratory Bird Treaty Act may be nesting under the bridge or bridges that will be repaired under this contract.

**2.0 Restrictions.** To comply with the Migratory Bird Treaty Act, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

**2.1 County to Maintain Prior to the Notice to Proceed.** The bridge, or bridges, associated with the work for this contract have been evaluated and any inactive nests found have been removed by County staff. County staff will maintain the structures to be free of nests until the Notice to Proceed date. At the notice to proceed, the contractor shall be responsible to maintain the structures to be free of nests until the work on the applicable bridge, or bridges, is complete.

**3.0 Avoidance Measures.** The contractor shall not disturb active nests or destroy adults, eggs or young birds. In an effort to comply with the Migratory Bird Treaty Act, the contractor operations will be limited to the options established in the following sections.

**3.1 Inactive or Partially Constructed Nests.** If nests are present and County determines that the nests are inactive or partially constructed, the contractor may remove the nests provided that the colony's inactive or partially constructed nests are completely removed by March 15 and the contractor maintains a nest free condition until the bridge work is complete. Dry removal methods shall be used when practicable. If dry removal is not practicable, hydro cleaning may be used if approved by the Engineer and only if water is free of blasting grit, chemicals, or detergents, and applied using pressure less than 5,000 PSI. Clean water such as that from municipal water treatment plants or wells shall be used. Use of source water from Waters of the State (i.e., streams or lakes), is allowable, if the appropriate methods to prevent the possible spread of invasive aquatic species are implemented.

**3.2 Water and Equipment Used for Hydro cleaning.** Aquatic invasive such as zebra mussels and some algae species have infested several bodies of water in the United States and can be transported by vessels ( barges, boats, tugs, tankers, etc.) and equipment (tanks, tubing, pumps, etc.) that have been used in areas that contain these invasive species. If equipment is not properly inspected and treated to prevent the spread of invasive, these species can be introduced into areas not currently known to have a

population. These invasive species are detrimental to existing ecosystems and can outcompete native species. To assist in preventing the introduction and spread of aquatic invasive species through projects in Missouri streams and lakes, the following precautions shall be followed.

**3.2.1 Use of Water from Streams, Lakes or Ponds.** Contractors shall not use water for nest removal from streams, lakes or ponds, unless they have implemented appropriate methods to prevent the possible spread of invasive aquatic species. Water sources from municipal water treatment plants or wells may be used without following these measures provided the equipment to be used has not previously contained waters from streams, lakes or ponds. If the equipment has previously contained waters from other streams or lakes, the following measures must be implemented prior to use.

**3.2.1.1 Equipment Washing.** Prior to the use or re-use of equipment following any use with water from streams, lakes or ponds, all equipment shall be washed and rinsed thoroughly with hard spray (power wash) and hot (minimum 120° F) water, for at least one minute.

**3.2.1.2 Equipment Treating or Drying.** Equipment shall be treated or dried in one of the following manners.

**3.2.1.2.1** Equipment interior and/or other surfaces shall be treated with a 10% bleach solution to kill any aquatic nuisance species. This solution must also be run through all intake lines and hoses, to sterilize interior components. When chlorine treatment is used, all chlorine runoff from equipment washing must be collected and properly treated and/or disposed of in accordance with Sec 806.

**3.2.1.2.2** Equipment interior and/or other surfaces shall be treated with 140° F water for a minimum of 10 seconds contact on all surfaces. 140 ° F water must also be run through all intake lines and hoses, to purge any standing water.

**3.2.1.2.3** Equipment shall be flushed of all non-municipal water, and dried thoroughly, in the sun before using in or transporting between streams and lakes. Dry times will depend on the season the equipment is being used. Equipment must dry a minimum of 7 days for June-September, 18 days for March-May; 18 days for October-November, and 30 days for December-February. The drying method should be reserved as a last resort option.

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**3.2.2** Prior to use of equipment, contractors shall provide the County inspector written documentation of the equipment's geographic origin (including the water body it was last used in), as well as defining the specified treatment method used to adequately ensure protection against invasive species. The written documentation will include a statement indicating the contractor is aware of these provisions and will also treat the equipment appropriately after completion of the project.

**3.3 Active Nests.** The contractor may work on the bridge if active nests are present, as long as the work does not impact or disturb the birds and/or nests. At a minimum, work shall not be performed within 10 feet of an active nest; however, the contractor is responsible for ensuring their activities do not impact the nests, eggs, or young.

**4.0 Additional Responsibilities.** If active bird nests remain after all reasonable avoidance measures have been taken, or if bird nests are observed during project construction, the contractor shall notify the County's Resident Engineer to determine if there are other allowable options.

## **ENVIRONMENTAL/CULTURAL PERMITS, LAND DISTURBANCE PERMIT(S), ETC.**

The following permits have been acquired and are included herein:

1. Request for Environmental Review – Final Review
2. Cultural Resource Assessment – 106
  - a) Cultural Resource Survey
3. Jefferson County Flood Plain Development Permit
4. Dept. of the Army Corps of Engineers – 404/401 Permit
5. Missouri Dept. of Conservation – Natural Heritage Review
6. Hazardous Material Report
  - a. Heavy Metal-Based Paint Survey
  - b. Asbestos Survey
7. Threatened & Endangered Species Review
  - a. U.S. Fish and Wildlife Service Report
  - b. Threatened & Endangered Species List

This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.

Date Completed: 02/06/2019  
Completed By: Matthew Burcham

## Request for Environmental Review

### Form#:2018-04-00122

#### Project Information

Prefix:	STP	Project Number:	5403673	Bridge Number:	
District:	St. Louis	County:	Jefferson	Sponsor:	Jefferson County
TIP Number:	6730A 18	Rte/Street:	CHARTER CHURCH RD	null	
MoDOT Job Number:		TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	No
Location/Stream Crossing :	CHARTER CHURCH RD				
TMS Project Description - termini (no stations):	BRIDGE REPLACEMENT ON CHARTER CHURCH RD OVER PLATTIN CREEK AT MITCH SWEET RD				
Describe RER project improvements in full detail:	Proposed structure replacement Charter Church over Plattin Creek at Mitch Sweet Road. The approximate limits of the project begin approximately 100 feet west of the intersection of Mitch Sweet Road and extends eastward roughly 500 feet.				
District Liason:	Christopher Caldwell - 314-453-1784	Contact:	None selected		
Contact:	None selected	Contact:	None selected		
Date Desired:	05/09/2018	Submit Date:	04/09/2018		
Responsible Individual:	Stephen Alsbury - (4/9/2018 3:42:03 PM) - 314-454-0222	Submitted By:	Stephen Alsbury - (4/9/2018 12:00:00 AM) - 314-454-0222		
<b>Existing Condition</b>					
ADT:	400	Speed Limit:	30		
Number of Travel Lanes:	2	Lane Width:	11		
Shoulder Width:	0	Curb and Gutter:	No		
Bridge width, measured from gutterline to gutterline:	22	Sidewalks:	None		
<b>Proposed Design Improvement</b>					
ADT:	100	Speed Limit:	30	Design Speed:	30
Number of Travel Lanes:	2	Lane Width:	12		
Shoulder Width:	3	Curb and Gutter:	No		
Bridge width, measured from gutterline to gutterline:	30	Sidewalks:	None		
Bridge Length:	175	Roadway length:	325		
Railroad Crossing	No	Drainage District (If Applicable):	St. Louis		

Program Year:

Preliminary Engineering: 2019 Right of Way: 2020

Construction: 2021

Has the district documented that the project has: 1. Independent utility, 2. Logical termini, and 3. Does not restrict consideration of alternatives for other reasonably foreseeable transportation improvements?:

Project breakout from *If checked explain:*  
previous or larger project?

#### Acres - From all sources (e.g. donated from public or private entities):

Additional R/W: 0.5

Temp Easement: 0.35

Permanent Easement: 0.17

Is there a possibility that Unknown  
Sponsor will purchase  
any uneconomic  
remnants?

Is ANY Federally-owned  
land impacted by the  
project?

#### Land Disturbance:

Will project involve 1 acre but less than 5 acres of land disturbance:

Will project involve 5 acres or more of land disturbance:

Acres of Tree Clearing: 0.35 acres

#### Number of Displacements(do not include partial takes that do not displace):

Residential: Yes  No

Commercial: Yes  No

No. of People: Residences:

No. of Employees: Businesses:

#### Average Daily Traffic:

ADT Construction Year: 400

ADT Design Year: 1000

#### Bicycle / Pedestrian Consideration

Pedestrian facilities considered:

Bicycle facilities considered:

#### National Flood Insurance Program (NFIP) and Hydraulic Design Data:

✓ Project is in a FEMA-identified zone "subject A to 100-year flooding":

Project is in a FEMA-defined "floodway":

Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property)

*If checked, give details:*

Is ANY construction taking place on MoDOT owned property under this project?

Yes      No

Is highway improvement located within 4 miles of an existing airport?

**Known Concerns: Provide information you have about these resources that you have observed in the area.**

Parkland: No parks are within or adjacent to the project site.

Wetland/404 Permit: Standard COE NWP 14 should be granted, COE permit application is pending.

Stormwater/Water Quality: Standard 401 Water Quality should be approved with COE Permit

Farmland: No farm land is impacted by this bridge replacement. Roadway and bridge on existing alignment, From \_AD\_1006 was submitted to Rodney Taylor with USDA. Reply indicated site doesn't contain any prime, unique or local important farmland.

Threatened & Endangered Species: No signs of bats within project limits, No other know species at this time. Possible Roosting trees have been identified and will be removed in the winter if present. No indication bats are using the bridge.

Migratory Birds: Are there birds nesting on the structure? Yes, Swallow Nest are Present. Bridge to be removed in the Winter or NJSP-16-016 can be used to minimize impacts.

Hazardous Waste: None identified

Cultural Resources: Section 106 will be submitted. Bridge is not historic based on type and age of construction. With project staying in the existing alignment not other issues should present.

District Comments:

**Project Attachments:**

*\*\*NOTE: If making updates to an attachment, please use a different filename than the original.*

*\*\*The combined size of attachments in one upload must be less than 100MB*

**Attachments:**

☒NW14 Linear Transportation Projects.pdf
☒2017NWP_MORegCon.pdf
☒2017 401 WQC.pdf
☒MVS-2018-387 NW14 Charter Church Rd Bridge Replace Ltr.pdf
☒STP-5403(673) Charter Church_ABNA Endangered species review_12-13- 2018_sea_rf.pdf
☒STP-5403(673) 17-6026 Charter Church Rd Bridge Over Platin - Asbestos Survey Ltr Report.pdf
☒STP-5403 (673) 17-6026 Charter Church Rd Bridge Over Platin - Lead Survey.pdf
☒STP-5403 Charter Church at Mitch Sweet Ipac.pdf
☒STP-5403 Charter Church at Mitch Sweet_ Flood Plain Development Permit_10-02- 2018.pdf
☒STP-5403 Charter Church _Form_AD_1006.pdf
☒STP 5403 (673) Charter Church at Mitch Sweet Natural Heritage Review Report_6-05-2018.pdf
☒STP 5403(673)_Charter Church at Mitch Sweet, Section 106 Clearance.pdf
☒STP5403(673) Preliminary Plans_4-09- 2017.pdf

**Required Information to be attached for each RER stage:**

- *Loc/Concp.: Location map (county map) & topographic map or aerial photo showing project limits – pre-plan sheets or other preliminary maps showing alternatives, if available*
- *Prel. Plan: Prel. Plan sheets*
- *R/W: R/W Plan sheets*
- *Final Design: Final Plans [Location map (county map) & topographic map or aerial photo showing project limits if this is first RER submittal*

## RER Environmental Screenings

## ►Farmland Impact

Status Information:  N/A  Pending  Cleared Clearance Date: 09/27/2018

Environmental Response: NRCS determined Does the site contain prime, unique, statewide or local important farmland? Yes No (If no, the FPPA does not apply - do not complete additional parts of this form.)   X  

LPA Action: No further action is required.

Attachments:

Farmland Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 9/27/2018 10:34:17 AM

## ►Floodplain/Regulatory Floodway

Status Information:  N/A  Pending  Cleared Clearance Date: 10/02/2018

Environmental Response: floodplain development permit approved.

LPA Action: No further action is required.

Attachments:

Floodplain/Regulatory Floodway Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 10/3/2018 2:44:12 PM

## ►Stormwater/Water Quality

Status Information:  N/A  Possible Issues Noted Clearance Date:

Environmental Response: If the project is in a regulated MS4 area, you must adhere to the MS4 requirements as defined in the respective MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system.

LPA Action: Contact the MoDOT Environmental Office if any land disturbance on MoDOT property is 1 acre or more.

Attachments:

Stormwater/Water Quality Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 4/12/2018 2:58:13 PM

## ►FEMA/SEMA Buyout

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the TMS FEMA buyout layer, there are no FEMA/SEMA buyout sites in or near the project area.

LPA Action: No action is required.

Attachments:

FEMA/SEMA Buyout Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 4/12/2018 2:58:52 PM

## ► Socioeconomic Impact

### Status Information:

### Clearance Date:

N/A  Possible Issues Noted

**Environmental Response:** There will be no significant socioeconomic impacts associated with this project. The project requires new right of way/temporary easements/permanent easements that are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

**LPA Action:** Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

### Attachments:

Socioeconomic Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 4/12/2018 3:00:09 PM

## ► Threatened & Endangered Species

### Status Information:

### Clearance Date:

No Effect  Pending  Cleared

02/06/2019

**Environmental Response:** Consultation code: 03E14000-2019-SLI-0096 Species listed: gray bat, Indiana bat, northern long-eared bat I have reviewed this bridge replacement project in Jefferson County, MO submitted by Stephen Alsbury with ABNA Engineering, consultant for the project. The T&E submittal included the USFWS IPaC official species list, MDC Natural Heritage Review Report, project description on RER, Bridge Inspection for Bats form, and photos. I worked with Mr. Alsbury to obtain an updated official species list. I filled out the online determination key, and submitted to USFWS for concurrence with a NLAA determination for IN and NLE bats. I also reviewed the MDC Natural Heritage Database (current as of September 2018) and the MO Speleological Survey cave information (current as of February 2017) for additional natural resource references in the project area. There are no federally designated critical habitat areas. Based on the December 12, 2018 bridge assessment swallow nests are present on the bridge. Mr. Alsbury and Mr. Russell (Jefferson County) have confirmed that the Migratory Bird JSP will be included in the contract. Gray bats are cave obligate species which congregate in maternity or bachelor colonies in the summer utilizing dome cave and mine habitat, and mixed colonies during winter hibernation in vertical or pit-type caves and mines, utilizing mainly stream corridors for foraging spring through fall. Indiana and northern long-eared bats winter in caves and spend summer in forested areas of the state where they may utilize suitable summer roost trees with exfoliating bark or bark that forms a shingle-like structure under which bats may roost. Summer habitat for the threatened northern long-eared bat overlaps greatly with Indiana bat habitat and includes additional habitat use of trees with splits, crevices, hollow sections, and other damage. Removal of these trees at any time of the year may affect both species. Some tree removal is required for this project. Based on the pictures and descriptions submitted by the sponsor, there are two trees that are suitable bat habitat in the clearing zone. Mr. Russell has confirmed that the trees will be removed between Nov. 1 ? March 31. The MDC Natural Heritage Database shows no records for any federally listed species in or near the project area. There is one cave approximately 0.3 mile north of the project area but no records of listed species associated with it. There will be no impact to suitable bat caves. There are no records for state listed species in or near the project area. There is a bald eagle nest 1.6 miles to the north but no impacts are expected. Based on the current conditions of project area, as the designated non-federal representative for FHWA for USFWS Section 7 Endangered Species Act requirements, MoDOT has determined that this project will have no effect on gray bat. However, the project may affect, but is not likely to adversely affect (NLAA) Indiana and northern long-eared bats. Concurrence verification letter is placed in file. This completes the T&E requirements for this project. Chris Shulse Senior Environmental Specialist Missouri Department of Transportation

**LPA Action:** No further action is required. Clear trees during November 1 to March 31 timeframe.

### Attachments:

Threatened & Endangered Species Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 2/6/2019 2:09:51 PM

## ► Migratory Birds

### Status Information:

### Clearance Date:

N/A  Pending  Cleared

02/06/2019

**Environmental Response:** Based on the December 12, 2018 bridge assessment swallow nests are present on the bridge. Mr. Alsbury and Mr. Russell (Jefferson County) have confirmed that the Migratory Bird JSP will be included in the contract.

**LPA Action:** Include Migratory Bird JSP in contract.

### Attachments:

Migratory Birds Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 2/6/2019 2:06:17 PM

## ► Hazardous Waste Impact

Status Information:	<input type="radio"/> N/A <input type="radio"/> Pending <input checked="" type="radio"/> Cleared	Clearance Date: 10/29/2018
Environmental Response:	Approved reports for asbestos and lead. No asbestos present. Lead present in regulated amounts.	
LPA Action:	Regarding demolition inspection, the LPA/consultant is required to notify DNR 10 days in advance of all bridge/building demolitions. It is recommended that Section 202.40.1.1 of the EPG - Notification of Demolition paragraph be included in contract documents to highlight this requirement.	

### Attachments:

Hazardous Waste Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Matthe Burcham - 10/29/2018 2:36:46 PM*

## ► Wetland Impact (Section 404/401)

Status Information:	<input type="radio"/> N/A <input type="radio"/> Pending <input checked="" type="radio"/> Cleared	Clearance Date: 02/06/2019
Environmental Response:	Dear Mr. Ehlen: We have reviewed your complete application, regarding the project known as Charter Church Road Bridge Replacement over Platlin Creek. The existing bridge will be removed and approaching roadway and bridge reconstructed. The replacement bridge will consist of three spans with two support piers in the channel. The replacement structure will be about 32 feet wide and extend across the channel for a total of 179 feet between the two bridge abutments. Minor riprap will be placed along the stream banks at the bridge abutments to protect the structure. The project is located at 38.069925?, -90.416453? within Section 25, Township 39 North, Range 5 East in Jefferson County, Missouri. Platlin Creek is a primary tributary to the Mississippi River, a navigable waterway. The project is receiving funding from the Federal Highways Administration (FHWA), Federal Project Number: STP-5403(673). Missouri Department of Transportation (MODOT), as the designated non-federal representative for FHWA, is responsible for the project's National Environmental Policy Act (NEPA) review. During the environmental review, the permit area was found to contain potential summer roost tree habitat for the endangered Indiana Bat and the threatened Northern Long-eared Bat. Per the FHWA's Programmatic Agreement with the U.S. Fish and Wildlife Service for the Indiana Bat and Northern Long-eared Bat, seasonal tree clearing restrictions are required. Therefore, clearing shall not take place between April 1 and October 31 so as to avoid any incidental take of these bat species. The Corps of Engineers has determined that this activity is authorized under Section 404 of the Clean Water Act by an existing Department of the Army nationwide permit for Linear Transportation Projects, as described in the January 6, 2017, Federal Register, Reissuance of Nationwide Permits; Notice (82 FR 1986), Appendix A (B)(14). This NWP verification is valid until March 18, 2022, unless the District Engineer modifies, suspends, or revokes the nationwide permit authorization in accordance with 33 CFR 330.5(d). If you commence, or are under contract to commence, this activity before the nationwide permit expires, you will have 12 months from that date to complete the activity under the present terms and conditions of this NWP. Enclosed is a copy of the Nationwide Permit and conditions and management practices with which you must comply. In accordance with General Condition number 30 of the Nationwide Permit, a compliance certification (Attachment A of this package) must be completed within 30 days of project completion or the permit issuance may be revoked and considered null and void.	
LPA Action:	Follow permit conditions.	

Wetland Permit Information:	404 Permit Number	Permit Submitted	Permit Received
	Permit Expiration	Compliance Certification Sent	Compliance Certification Received

### Attachments:

Wetland Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Matthe Burcham - 2/6/2019 3:58:54 PM*

## ► Noise Impact

Status Information:	<input type="radio"/> N/A <input type="radio"/> Pending <input checked="" type="radio"/> Cleared	Clearance Date:
Environmental Response:	Project does not meet Type I criteria. This is a Type III project and a noise analysis is not required.	
LPA Action:	No action is required.	

### Attachments:

Noise Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Matthe Burcham - 4/12/2018 3:09:42 PM*

### ►Cultural Resources Impact (Section 106)

**Status Information:** Pending  Cleared**Clearance Date:**

08/07/2018

**Environmental Response:** The State Historic Preservation Office (SHPO) concurred that there will be no historic properties affected.

**LPA Action:** No further action is required.

**Attachments:**

Cultural Resources Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 9/26/2018 10:17:04 AM

### ►Public Land Impact (Section 4f/6f)

**Status Information:** N/A  Pending  Cleared**Clearance Date:**

**Environmental Response:** According to Google Earth there are no Section 4(f) or Section 6(f) protected resources in or in the vicinity of the project area. The project will have no impact on Section 4(f) or 6(f) protected resources.

**LPA Action:** No action is required.

**Attachments:**

Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by: Matt Burcham on 04/12/2018

Public Land Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 4/12/2018 3:10:36 PM

### ►NEPA Classification

NEPA Right-Of-Way Can Proceed to Buy R/W  
Permission:

as determined or MATTHEW.BURCHAM@MODOT.MO.GOV  
approved by:

NEPA Approval/Proceed  
to A-date Request: 02/06/2019

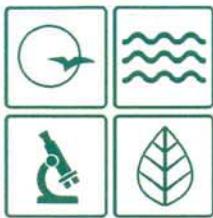
NEPA Classification: PCE

This project qualifies for  
the programmatic  
categorical exclusion  
under Item#:

All Environmental Issues 02/06/2019  
Cleared:

Comments To District: FINAL Environmental Review Completed Please note that if there are any changes in the scope of the project, the Environmental Section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws. The environmental review is now complete.

*Last Submitted:* 02/06/2019 by Matthew Burcham



**Missouri Department of**  
**NATURAL RESOURCES**

Michael L. Parson, Governor

dnr.mo.gov

Carol S. Comer, Director

June 25, 2018

Jefferson County Public Works  
Attention Mr. Chris Ehlen, P.E.  
P.O. Box 100  
Hillsboro, MO 63050

Re: SHPO Project Number: **032-JE-18** Charter Church Road Bridge over Plattin Creek  
(FHWA), STP-5406(673), Jefferson County, Missouri

Dear Mr. Ehlen:

Thank you for submitting information on the above referenced project for our review pursuant to Section 106 of the National Historic Preservation Act (P.L. 89-665, as amended) and the Advisory Council on Historic Preservation's regulation 36 CFR part 800, which require identification and evaluation of cultural resources.

We have reviewed the information provided concerning the above referenced project. We have determined that there is a moderate to high potential for the presence of archaeological sites near and within the area of the proposed project, as indicated by the topographic location, and that an archaeological survey, with deep testing as deemed appropriate, should be conducted. This survey should be completed prior to the initiation of project-related construction activities.

A list of independent archaeological contractors who can perform such services is available through the Missouri Department of Natural Resources at:

<https://dnr.mo.gov/shpo/docs/ArchaeologyConsultantList-2017.pdf>

Please note that any 36 CFR Part 61 qualified archaeologist may perform an archaeological survey. If you choose a contractor not on the list, please be certain to include his or her curriculum vitae in the report. We would appreciate **one (1) hard copy and one (1) pdf copy** of the archaeological survey report when it is finished so we may complete the review and comment process.

If you have any questions, please write Heather Gibb at State Historic Preservation Office, P.O. Box 176, Jefferson City, Missouri 65102 or call Ms. Gibb at 573/751-7862.



Mr. Ehlen  
Page 2

Please be sure to include the **SHPO Project Number (032-JE-18)** on all future correspondence relating to this project. If the information is provided via telephone call, please follow up in writing for our files.

Sincerely,

STATE HISTORIC PRESERVATION OFFICE



Toni M. Prawl, PhD  
Director and Deputy  
State Historic Preservation Officer

TMP:hg

c: Ms. Raegan Ball, FHWA  
Mr. Taylor Peters, FHWA  
Mr. Michael Meinkoth, MoDOT



# Missouri Department of NATURAL RESOURCES

Michael L. Parson, Governor

dnr.mo.gov

Carol S. Comer, Director

August 7, 2018

Jefferson County Public Works  
Attn: Mr. Chris Ehlen, P.E.  
P.O. Box 100  
Hillsboro, MO 63050

Re: **SHPO Project Number: 032-JE-18** – Charter Church Road Bridge Over Platin Creek  
(FHWA), STP-5406(673), Jefferson County, Missouri

Dear Mr. Ehlen:

Thank you for submitting information about the above referenced project for our review pursuant to Section 106 of the National Historic Preservation Act (P.L. 89-665) and the Advisory Council on Historic Preservation's regulation 36 CFR Part 800, which require identification and evaluation of cultural resources.

We have reviewed the report *Cultural Resource Survey for the Proposed Improvements to the Charter Church Road Bridge at Mitch Sweet Road Over Platin Creek, Jefferson County, Missouri*, and information submitted to our office on July 12, 2018 concerning the above referenced project. Based on this review it is evident that a thorough and adequate cultural resources survey has been conducted of the project area. We concur with your recommendation that there will be no historic properties affected, and therefore, we have no objection to the initiation of project activities.

SHPO concurrence with your determination of effect only applies to the information submitted to and reviewed by our office. Should this project area change to include additional staging or borrow areas, updated information for the project should be submitted to this office for review.

In the event that cultural materials are encountered during project activities, all construction should be halted, and this office notified as soon as possible in order to determine the appropriate course of action.

Mr. Ehlen  
Page 2

If you have any questions, please write to State Historic Preservation Office, P.O. Box 176, Jefferson City, Missouri 65102 or call Amy Rubingh (573) 751-7862. Please be sure to include the SHPO Log Number (**032-JE-18**) on all future correspondence or inquiries relating to this project.

Sincerely,

STATE HISTORIC PRESERVATION OFFICE



Toni M. Prawl, Ph.D.  
Director and Deputy State  
Historic Preservation Officer

TMP:ar

c Ms. Raegan Ball, FHWA  
Mr. Taylor Peters, FHWA  
Mr. Michael Meinkoth, MoDOT  
Ms. Amber Tilley, EPA



## Flood Plain Development Permit Application

Jefferson County Code Enforcement

PO BOX 100 / 725 Maple Street

Hillsboro, MO 63050

Phone: 636-797-5310

Fax: 636-797-5077

Permit: 204694 KE

Int.

Date: 9-28-18

### PROJECT INFORMATION & LOCATION:

Project Type:  New Structure  Addition to  Remodel  Repair

Substantial Improvement Bridge Replacement  Minor Improvement  Electrical Update (Meter, Panels)

Excavation Project:  Filling  Grading  Mobile Home:  Private Property  New or Additional Pads How Many \_\_\_\_\_

Site Development Address Charter Church Rd. between 14134-14210 City DeSoto Zip code 63020

Parcel # 23 - 7.0 - 25.0 - 031 Subd. \_\_\_\_\_ Lot \_\_\_\_\_

### OWNER INFORMATION:

Owner Jefferson County Public Works Department c/o Robert Russell Phone # 636-797-5342

Owner Address PO Box 100 Name Hillsboro, Phone # 63050

Street Address City State Zip Code

Tenant or Business Name \_\_\_\_\_  Existing  New

### APPLICANT/CONTRACTOR INFORMATION & CERTIFICATION:

DEVELOPER  ENGINEER  OWNER

Contractor/Applicant Jeff Co Cnty Pub. Works Name \_\_\_\_\_ Business Name \_\_\_\_\_ Certification # \_\_\_\_\_ Phone # \_\_\_\_\_

Contractor/Applicant Address \_\_\_\_\_ Street Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**IF THE PROPOSED CONSTRUCTION SITE IS IN A FLOODWAY, A NO-RISE CERTIFICATE MUST BE PROVIDED PRIOR TO THE ISSUANCE OF THIS PERMIT. THE FLOODWAY AND FLOODPLAIN BOUNDARIES MUST BE SHOWN ON SITE PLAN.**

1. Is property located in a designated floodplain?  Yes  No ZONE A

A. Elevation of the 100-year flood 520.38 FT. MSL/NGVD

Source of Elevation Information HYDRAULIC STUDY OF PLATTIN CREEK

B. Elevation of the proposed development or site 625.65 FT. MSL/NGVD

C. Elevation/Flood proofing requirement N/A MSL/NGVD

**THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE FIRST FLOOR (INCLUDING THE BASEMENT FLOOR) IS CERTIFIED TO BE ELEVATED TO TWO (2') FEET ABOVE THE 100-YEAR FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A COMMERCIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE FIRST FLOOR (INCLUDING THE BASEMENT FLOOR) IS CERTIFIED TO BE ELEVATED OR FLOODPROOFED TO ONE (1') FOOT ABOVE THE 100-YEAR FLOOD ELEVATION.**

2. Subdivision proposals of five acres or fifty lots, whichever is smaller, requires the following additional information:

1. Contour/Grading Plan
2. Location of the floodway and floodplain boundaries
3. Elevation of the 100-year flood
4. Location and lowest floor (including basement floor) elevation of proposed structures
5. Other flood data as required by County's floodplain management official

3. Other permits required:

- A. Corps of Engineers (COE) 404 Permit  Yes  No
- B. MoDNR Land Disturbance Permit  Yes  No
- C. Jefferson County Land Disturbance Permit  Yes  No

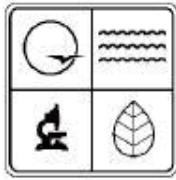
4. Certification by registered engineer or surveyor of "as-built" lowest floor (including basement) elevation required:  Yes  No

Signature of Developer/Owner

Signature of Engineer or Surveyor & Phone Number

Plans and Specifications approved this 2 day of OCTOBER, 20 18 by:

Jefferson County Authorizing Official Page 125 of 224



# Missouri Department of Natural Resources

## CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION 2017 GENERAL AND SPECIFIC CONDITIONS

Water Protection Program

03/2017

Division of Environmental Quality Acting Director: Steve Feeler

PUB02235

Consistent with Section 401 of the Clean Water Act, these precertified conditions are designed to ensure activities carried out under Nationwide Permits (NWPs) authorized by the U.S. Army Corps of Engineers (USACE) do not violate Missouri Water Quality Standards at 10 CSR 20-7.031, resulting in permanent damage to habitat, increased turbidity, reduced bank and channel stability or impacts to the biological and chemical integrity of the waters. Where applicable, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

The conditions outlined in this document apply to those authorized projects where the applicant has chosen to accept these conditions instead of pursuing an individual Clean Water Act Section 401 Water Quality Certification (WQC) for the following NWPs:

- Only General Conditions apply to projects authorized by NWPs 5, 7, 15, 18, 23, 25, 27, 29, 30, 31, 36, 39, 40, 43, 45, and 46.
- Both General and Specific Conditions apply to projects authorized by NWPs 3, 4, 6, 7, 12, 13, 14, 16, 19, 20, 22, 33, 41, 42, 53 and 54.

Alternatively, an applicant may apply for individual WQC if they do not wish to accept the conditions outlined in this document.

Projects authorized by NWPs 17, 21, 32, 34, 37, 38, 44, 48, 49, 50, 51 and 52 require individual WQC by the Department of Natural Resources.

NWPs 1, 2, 8, 9, 10, 11, 28 and 35 authorize projects under Section 10 of the Rivers and Harbors Act of 1899 only. An activity needing only a Section 10 permit may require a WQC if that activity can reasonably be expected to result in any discharge either during construction or operation of the facility. Thus, if the agency determines the activity is likely to result in a discharge during construction or operation, the Department of Natural Resources has the discretion to require a WQC for a Section 10 activity. The USACE will advise a Section 10 permit applicant that they may need a WQC if there is a reasonable expectation that a discharge will occur either during the construction or operation of the project.

Pursuant to Chapter 644.037, RSMo, the Department of Natural Resources shall certify without conditions NWPs as they apply to impacts on wetlands in Missouri.

Pursuant to Chapter 644.038, RSMo, the Department of Natural Resources certifies all NWPs for impacts in all waters of the state without the above-stated or any other conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. The Memorandum of Understanding of 2016 and any subsequent modifications between the two agencies outline the requirements by which the Missouri Department of Transportation will design and construct projects in order to protect the water quality of waters of the state.

### GENERAL CONDITIONS

1. NWPs shall not allow the filling of jurisdictional springs such as those associated with a water body's point of origin or located in a streambed.
2. Acquisition of NWPs and the attendant WQCs shall not be construed or interpreted to imply the requirements for other permits are replaced or superseded, including Clean Water Act Section 402 National Pollutant Discharge Elimination System Permits for land disturbance or return water from material deposition. Permits or any other requirements shall remain in effect. Applicants with questions are encouraged to contact the Department of Natural Resources' regional office in the project area. A regional office map with contact information can be located at [www.dnr.mo.gov/regions/regions.htm](http://www.dnr.mo.gov/regions/regions.htm).

3. Care shall be taken to keep machinery out of the water way as much as possible. If work in the water way is unavoidable, it shall be performed in a way that minimizes the duration and amount of any disturbance to banks, substrate and vegetation to prevent increases in turbidity. Fuel, oil and other petroleum products, equipment, construction materials and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent flood-prone areas beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters as a result of this operation.
4. Petroleum products spilled into any water or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible, but no later than 24 hours after discovery to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436 or website at <http://dnr.mo.gov/env/esp/esp-eer.htm>.
5. Only clean, nonpolluting fill shall be used. The following materials are not suitable where contact with water is expected such as for bank stabilization, and shall not be used due to their potential to cause violations of the general and numeric criteria of the Water Quality Standards:
  - a. Earthen fill, gravel, broken concrete where the material does not meet the specifications stated in the "Missouri Nationwide Permit Regional Conditions" ([http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/2017NWP\\_MORegCon.pdf?ver=2017-03-17-114205-543](http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/2017NWP_MORegCon.pdf?ver=2017-03-17-114205-543)) and fragmented asphalt, since these materials are usually not substantial enough to withstand erosive flows.
  - b. Concrete with exposed rebar.
  - c. Tires, vehicles or vehicle bodies, construction or demolition debris are solid waste and are excluded from placement in the waters of the state.
  - d. Liquid concrete, including grouted riprap, if not placed as part of an engineered structure.
  - e. Any material containing chemicals that would result in violation of water quality standards.
6. Clearing of vegetation and trees shall be the minimum necessary to accomplish the activity except for the removal of invasive or noxious species and placement of ecologically beneficial practices. A vegetated riparian buffer strip shall be maintained during all stages of the project, including post-construction, from the high bank on either side of the jurisdictional channel to protect water quality and to provide for long-term stability of the stream channel, unless physical barriers prevent such a corridor. For purposes of these NWPs, lack of ownership or control of any portion of the riparian buffer strip may be considered a legitimate and discretionary cause to waive this requirement on that portion.
7. An individual WQC is required for any NWP issued on a water that is:
  - a. Listed for a sediment-related impairment, aquatic habitat alteration or unknown impairment as listed in the most current Water Quality Report (Section 305(b) Report) at <http://dnr.mo.gov/env/wpp/waterquality/303d/303d.htm>; or
  - b. Located in or occur within two miles upstream of a designated outstanding state or national resource water as found in 10 CSR 20-7.031, Tables D and E at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>.

The Department of Natural Resources' geospatial data is available upon request, and all published data is available on the Missouri Spatial Data Information Services website at [msdis.missouri.edu/](http://msdis.missouri.edu/). Additional information to identify the project location, including stream reaches with listed impairments or special water designations, may be obtained from the Department of Natural Resources' Water Protection Program at 573-522-4502.

8. Discharge to designated metropolitan no-discharge streams is prohibited, except as specifically permitted under the Water Quality Standards, 10 CSR 20-7.031, and non-contaminated stormwater flows. No water contaminant except uncontaminated cooling water, permitted stormwater discharges in compliance with permit conditions, and excess wet-weather bypass discharges not interfering with beneficial uses should be discharged to the watersheds of streams listed in 10 CSR 20-7.031, Table F at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>.
9. A stream's pattern, profile and dimension, including but not limited to sinuosity, slope and channel width, shall be maintained as much as practicable. Streambed gradient shall not be adversely impacted during project construction. No project shall accelerate bed or bank erosion.
10. NWPs authorized by the USACE for which the district engineer waives the impact limit related to linear feet (LF) or width shall require notification to the Department of Natural Resources. The Department of Natural Resources shall

respond within 15 calendar days whether or not individual WQC would be required. This is applicable to NWPs 13, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52 and 54.

11. Proposed projects authorized by the USACE and containing a waiver of any "Missouri Nationwide Permit Regional Condition," except Regional Conditions 2, 3 and 7, shall require an individual WQC by the state.
12. Representatives from the Department of Natural Resources shall be allowed upon request on the project property, which includes the site(s) where the authorized activity takes place and any associated compensatory mitigation site(s), to inspect the authorized activity and mitigation efforts as deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions and water quality standards. The applicant or their consultant shall submit any requested information deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions.
13. After avoidance and minimization for the project, all unavoidable, adverse impacts shall be mitigated appropriately based on type and extent of impact.
  - a. Mitigation for loss of aquatic resources shall be in conformance with the currently approved "Missouri Stream Mitigation Method" and/or other mitigation guidance approved for use in Missouri. Mitigation guidance documents can be located online at [www.nwk.usace.army.mil/Missions/RegulatoryBranch/StateofMissouri](http://www.nwk.usace.army.mil/Missions/RegulatoryBranch/StateofMissouri).
  - b. Mitigation shall be within the state of Missouri.
  - c. The applicant shall comply with the higher value of compensatory mitigation required by either the Department of Natural Resources or the USACE, but not both unless explicitly noted.
  - d. Stream impacts shall require compensatory mitigation with only in-stream or riparian corridor credits, unless the Department of Natural Resources agrees to an alternative.
14. Antidegradation requirements dictate all appropriate and reasonable Best Management Practices related to erosion and sediment control, project stabilization and prevention of water quality degradation are applied and maintained; for example, preserving vegetation, streambank stability and basic drainage. Best Management Practices shall be properly installed prior to conducting authorized activities and maintained, repaired and/or replaced as needed during all phases of the project to limit the amount of discharge of water contaminants to waters of the state. The project shall not involve more than normal stormwater or incidental loading of sediment caused by project activities so as to comply with Missouri's general water quality criteria [10 CSR 20-7.031(4); Page 15 at <http://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>].
15. Channelization of streams is not allowed under this precertification:
  - a. Channelization includes but is not limited to reducing the length of the channel, widening the channel for increased water storage or flow, and/or construction of hard structures which concentrate flow.
  - b. Bank stabilization activities along one bank of a stream are permitted, including but not limited to, bank sloping and ripraping.
  - c. The redirection of flow by excavation of the opposite bank or a streambed is considered a channel modification and is prohibited.
16. No new or expanded wet stormwater retention basins or similar impoundment structures may be constructed unless they are located off-channel. In-channel dry stormwater detention basins are allowable if the stream channel is either temporarily or not adversely affected by the basin.
17. Any waste concrete or concrete rinsate shall be disposed of in a manner that does not result in any discharge to the jurisdictional waterways.

## **SPECIFIC CONDITIONS**

18. Nationwide Permit 3 Maintenance
  - a. Silt, sediment and debris removal shall be limited to a maximum of 100 LF upstream and 100 LF downstream of structures.
  - b. During dewatering, water shall not be returned directly to the water way but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water. If, however, instream flow is 1 cubic foot per second (cfs) or greater and the return rate is set at 1 cfs or less, return may be made directly to the stream.
19. Nationwide Permit 4 Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities  
Any inorganic or extraneous debris such as may be found on Christmas trees shall be removed to qualify as clean, nonpolluting fill.

20. Nationwide Permit 6 Survey Activities

Water, fines and excavated materials displaced by activities such as borings, shall not be returned directly to the water way, but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water.

21. Nationwide Permit 7 Outfall Structures and Associated Intake Structures

WQC does not replace or negate the need to obtain any required state permits under the Missouri Clean Water Law (Chapter 644, RSMo) for construction of wastewater treatment facility components including outfall structures; permits to release wastewater effluents; or for the construction of components related to public water supplies including intake structures as may be required by the Missouri Safe Drinking Water Law (Chapter 640, RSMo).

22. Nationwide Permit 12 Utility Line Activities

- a. For utility crossings that must disturb a water body, work shall be conducted in such a manner as to seal off the work area from flow and minimize sediment transport.
- b. Material resulting from activity may not be temporarily side-cast into waters of the state for more than one month.
- c. Directional boring to avoid impacts to waters of the state is recommended.
- d. Drilling mud and/or other materials shall not be discharged into waters of the state. Best Management Practices shall be implemented to prevent possible discharges from reaching waters of the state. In the event materials are inadvertently discharged to waters of the state, notification to the Department of Natural Resources is required within 24 hours by calling 573-522-4502. Restoration of the impacted water(s) may be required.
- e. Utility line crossings shall be placed as close to perpendicular as possible, and be limited to a maximum crossing length of no more than one and one-half times the width of the stream.
- f. New utilities lines, when considering the project as a whole, which (1) Cross more than one jurisdictional water resulting in greater than 500 LF and/or 0.50 acre of impact to jurisdictional waters as a project total, and (2) Travel through more than two county jurisdictions or more than one state jurisdiction shall be viewed as a whole project in the WQC process and require individual WQC of all crossings, except crossings utilizing directional boring.

23. Nationwide Permit 13 Bank Stabilization

Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. The permittee shall invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.

24. Nationwide Permit 14 Linear Transportation Projects

- a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
- b. Where this NWP is used to authorize bridge and culvert structures, stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

25. Nationwide Permit 16 Return Water from Upland Contained Disposal Areas

These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.

26. Nationwide Permit 19 Minor Dredging

These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.

27. Nationwide Permit 20 Response Operations for Oil and Hazardous Substances

- a. These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.
- b. Oil and hazardous substance releases are to be reported to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436. Continue to report updates with regard to the containment and cleanup of releases.

28. Nationwide Permit 22 Removal of Vessels

Use of this NWP in Missouri is limited to removal actions only and shall not be used for any disposal of vessel.

29. Nationwide Permit 33 Temporary Construction, Access and Dewatering

- a. The use of this NWP shall be limited to impacts of six months or less in duration.
- b. Any removal of accumulated sediment (e.g., sand, gravel) upstream of a proposed project shall be limited to the quantity necessary to relieve any obstruction or to protect downstream habitat. The permittee must propose and employ measures to mitigate the removal of impounded sediment in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project.

30. Nationwide Permit 41 Reshaping Existing Drainage Ditches

- a. Material from the reshaping activities shall not be side-cast into any jurisdictional waters.
- b. Removal of vegetation shall be the minimum necessary to conduct approved activity except for the removal of invasive or noxious species. The Department of Natural Resources encourages deep-rooted vegetation to be maintained on at least one side of the water way to protect water quality; for example, leaving trees on the west side to prevent temperature exceedances in the water way.

31. Nationwide Permit 42 Recreational Facilities

The vegetated riparian buffer strip to be maintained from the high bank on either side of the jurisdictional channel may be used in part for the construction of public recreational trails, including those constructed to standards set by the Americans with Disabilities Act (ADA).

32. Nationwide Permit 53 Removal of Low-Head Dams

- a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
- b. Stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the dam.
- c. Restoration of the stream channel to its former, natural state is authorized. Individual WQC is required for non-natural channel modifications. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

33. Nationwide Permit 54 Living Shorelines

Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. Invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.

Applications for WQC should be sent to the Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176, or electronically to [wpse401cert@dnr.mo.gov](mailto:wpse401cert@dnr.mo.gov). A complete application consists of the application submitted to the USACE as well as additional information necessary for a complete review of the project. This may include but is not limited to topographical maps, locational maps, engineering plans, project diagrams and where applicable mitigation plans [Section 644.026.26, RSMo and 10 CSR 20-6.060(5)].

An issued WQC becomes part of and expires with the Section 404 and/or Section 10 permit unless explicitly stated in the WQC. Consultation with the Department of Natural Resources is required should the permit require modification. Not all permit modifications require the WQC to be modified or reissued. For example when a permit expiration date is extended or the permit is reissued and there are no changes to the original project or water quality standards, the WQC may remain valid for that project.

The Department of Natural Resources encourages, but does not require the permittee to consider environmentally-friendly design techniques to include stormwater management strategies that maintain or restore the original site hydrology through infiltration, evaporation or reuse of stormwater. Designs might include creating vegetated swales or rain gardens, or using porous pavement. More information can be found at these websites: [www.epa.gov/owow/NPS/lid/](http://www.epa.gov/owow/NPS/lid/) and [www.lid-stormwater.net/lid\\_techniques.htm](http://www.lid-stormwater.net/lid_techniques.htm).

The Department of Natural Resources encourages the use of native vegetation to protect impacted areas from future water quality concerns. Native vegetation has evolved with Missouri's geology, climate and wildlife to occur within a region as a result of natural processes rather than human intervention. For areas where direct impacts to streams are to be avoided, the Department of Natural Resources recommends a minimum riparian buffer strip width of 50 feet as measured from top of bank.

The following publication provides guidance on how to protect water quality through Best Management Practices on project sites. For more information, please read: "Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri and Kansas" dated January 2011 and located online at <http://dnr.mo.gov/env/wpp/wpcp-guide.htm>.

To help determine if a proposed activity could encounter species or sites of conservation concern within or near a project, including those that have not been recorded, the applicant is encouraged to visit:

- Missouri Department of Conservation's "Natural Heritage Review" website at <https://naturalheritagereview.mdc.mo.gov/>, and
- U.S. Fish and Wildlife Service's "Information, Planning and Conservation" website at <http://ecos.fws.gov/ipac/>.

If the proposed project encounters and will potentially affect a species of concern, please report it to the Missouri Department of Conservation and the U.S. Fish and Wildlife Service.

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For more information  
Missouri Department of Natural Resources  
Water Protection Program  
P.O. Box 176  
Jefferson City, MO 65102-0176  
[wpsc401cert@dnr.mo.gov](mailto:wpsc401cert@dnr.mo.gov)  
800-361-4827 or 573-522-4502  
<http://www.dnr.mo.gov/env/wpp>

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## MISSOURI NATIONWIDE PERMIT REGIONAL CONDITIONS

### For All Nationwide Permits

**1. Stream Crossings.** In addition to requirements of General Condition 2 and General Condition 9 of the Nationwide Permits, the following guidelines for stream crossings apply for regulated activities in waters of the United States. The guidelines are available at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MORC1Streams.pdf>.

- Corps Districts may waive Regional Condition 1 when project site geomorphology (i.e. bedrock, gradient) or existing alterations (i.e. adjacent impoundment, as part of a dry detention basin) creates conflict with the guidelines. The applicant must provide preconstruction notification to the District Engineer for any waiver request.

**2. Seasonal Restrictions for Activities Proposed in Spawning Areas.** In addition to the requirements of General Condition 3 of the Nationwide Permits, the following specific seasonal restrictions apply for regulated activities in waters of the United States. Between the closed dates listed in the Missouri Combined Stream Spawning List, the permittee must not excavate from or discharge into the listed waters. The list of waters with seasonal restrictions is available on request from the Corps or at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MORC2Spawning List.pdf>.

- Corps Districts may waive Regional Condition 2 when the applicant demonstrates imminent threats to public safety and health, or to property. The Corps will consult with the U.S. Fish and Wildlife Service and Missouri Department of Conservation before granting the waiver and may add additional special conditions to protect aquatic life during the operation. The applicant must provide preconstruction notification to the District Engineer for any waiver request.

**3. Invasive and Exotic Species.** Plant species listed at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MOInvasivePlants.pdf> shall not be used for revegetation unless this requirement is waived by the district engineer based on a case specific analysis of the revegetation plan. Best management practices should be used to reduce the risk of transferring invasive plant and animal species to or from the project site. Best management practices can be found at: <http://www.invasivespeciesinfo.gov/toolkit/prevention.shtml>. Known zebra mussel waters within Missouri can be found at:

[https://huntfish.mdc.mo.gov/sites/default/files/downloads/zebraapril2013\\_0.pdf](https://huntfish.mdc.mo.gov/sites/default/files/downloads/zebraapril2013_0.pdf).

**4. Suitable Material.** In addition to the specific examples in General Condition 6 of the Nationwide Permits, the following materials are not suitable for fill activities in waters of the United States: vehicle bodies, construction or demolition debris, asphalt in any form, garbage, tires, treated lumber products that do not comply with the Registration Documents issued by the U.S. Environmental Protection Agency (USEPA) under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) and that are not in accordance with standards issued by American Wood Protection Association of the International Code Council, liquid concrete not poured into forms, grouted riprap, bagged cement and sewage or organic waste.

Broken concrete used as bank stabilization must be reasonably well graded, consisting of pieces varying in size from 20 pounds up to and including at least 150 pound pieces to withstand expected high flows. Applicants must break all large slabs to conform to the well graded requirement.

Generally, the maximum weight of any piece should not be more than 500 pounds. Gravel and dirt should not exceed 15% of the total fill volume when using broken concrete as fill. All protruding reinforcement rods, trash, asphalt, and other extraneous materials must be removed from the broken concrete prior to placement in waters of the United States.

**5. Priority Watersheds.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity in a priority watershed. The list of priority watersheds requiring notification is available on request from the Corps or at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/PriorityWatersheds.pdf>

**6. Special Aquatic Resources.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity which may impact a jurisdictional fen, seep or bog of any size.

**7. Sensitive Aquatic Species.** The applicant must provide preconstruction notification to the District Engineer for any regulated activity in waters listed at:

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/MORC7Aquatic Species.pdf>

The submitted preconstruction notification will be coordinated in accordance with General Condition 32(d) with the U.S. Fish and Wildlife Service as determined appropriate by the Corps.

#### **For Specific Nationwide Permits:**

**8. NWP 12 – Utility Line Activities.** The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is in a special aquatic site or when new utility line construction activities have multiple crossings of the same stream and/or parallel a stream. The preconstruction notification must include a revegetation plan for impacted wetlands and riparian areas in accordance with Regional Condition 3. Where preconstruction notification is required for utility line activities within streams, the submittal must include site-specific plans for the stabilization of disturbed channel bed and bank areas.

**9. NWP 23 – Approved Categorical Exclusions.** The applicant must provide preconstruction notification to the District Engineer for all regulated Nationwide Permit 23 activities in waters of the United States. In addition to information required by General Condition 32, the applicant must identify the approved categorical exclusion that applies and provide documentation that the project fits the categorical exclusion.

**10. NWP 27 – Stream and Wetland Restoration Activities.** The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is associated with impacts to forested wetlands.

**11. NWP 44 – Mining Activities.** Nationwide Permit 44 cannot be used to authorize in-stream mining projects, including in-stream sand and gravel mining operations.

**12. Requirements for Waiver of 300 Linear Foot Limit Associated with NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51 and 52 and all Waiver Limits Associated with NWP 13.** Waiver considerations for NWP 13 include activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharge of dredged or fill material into special aquatic sites. The applicant must

request the waiver in writing and provide documentation and environmentally based reasons to support the waiver request in accordance with the requirements of General Condition 32(d) for making waiver determinations.

**13. Lake of the Ozarks:** The applicant must provide a preconstruction notification to the District Engineer for any regulated activity associated with Nationwide Permits 3, 7, 12, 14, 15, 18, 22, 27, 33 and 45 within Lake of the Ozarks. A copy of this notification must also concurrently be sent to Ameren Missouri. Nationwide Permits 2, 13, 16, 19, 25, 29, 31, 35, 36, 39, 41 and 44 are revoked in the Lake of the Ozarks. NWPs 1, 9, 10, 11 and 28 are only valid when both Ameren Missouri and the Missouri State Water Patrol have approved the activity. The Corps and Ameren Missouri, regardless of the request to use any Nationwide Permit, may verify the activity under the provisions of Regional General Permit 38M

<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/permits/2016-07-05GP-38M.pdf>. Additional information on Ameren Missouri and Lake of the Ozarks permit requirements can be found at the following webpage: <https://www.ameren.com/missouri/lake-of-the-ozarks>.

**Note: Preconstruction Notification to the District Engineer must be in accordance with General Condition 32 of the Nationwide Permits.**



U.S Army Corps  
Of Engineers  
St. Louis District

# 2017 Nationwide Permit Summary

## No. 14. Linear Transportation Projects

(NWP Final Notice, 82 FR, 1987)

Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage

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buildings, parking lots, train stations, or aircraft hangars.

**Notification:** The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

**Note 1:** For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

**Note 2:** Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).

**Note 3:** For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

## Nationwide Permit General Conditions

**Note:** To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

### 1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

**2. Aquatic Life Movements.** No activity may substantially disrupt the

necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

**3. Spawning Areas.** Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

**4. Migratory Bird Breeding Areas.** Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

**5. Shellfish Beds.** No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWPs 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

**6. Suitable Material.** No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

**7. Water Supply Intakes.** No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

**8. Adverse Effects From Impoundments.** If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

**9. Management of Water Flows.** To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose

of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

**10. Fills Within 100-Year**

**Floodplains.** The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

**11. Equipment.** Heavy equipment working in wetlands or mudflats must

be placed on mats, or other measures must be taken to minimize soil disturbance.

**12. Soil Erosion and Sediment**

**Controls.** Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

**13. Removal of Temporary Fills.**

Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

**14. Proper Maintenance.** Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

**15. Single and Complete Project.** The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

**16. Wild and Scenic Rivers.**

(a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official

study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

**17. Tribal Rights.** No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

**18. Endangered Species.**

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements.

The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to

the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species- specific permit conditions to the NWPs.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat

Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

**19. Migratory Birds and Bald and Golden Eagles.** The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

## **20. Historic Properties.**

(a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district

engineer with the appropriate documentation to demonstrate compliance with those requirements.

The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre- construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 36 CFR 330.4(g)).

When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might

have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (AHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the AHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

**21. Discovery of Previously Unknown Remains and Artifacts.** If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in

the National Register of Historic Places.

**22. Designated Critical Resource Waters.** Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

**23. Mitigation.** The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (*i.e.*, on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed  $1/10$ -acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of  $1/10$ -acre or less that require pre-construction notification, the district

engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (*e.g.*, conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species.

The width of the required riparian area will address documented water quality or aquatic habitat loss concerns.

Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (*e.g.*, riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-

lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of  $1\frac{1}{2}$ -acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than  $1\frac{1}{2}$ -acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee- responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee- responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

**24. Safety of Impoundment Structures.** To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

**25. Water Quality.** Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

**26. Coastal Zone Management.** In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to

ensure that the authorized activity is consistent with state coastal zone management requirements.

**27. Regional and Case-By-Case Conditions.** The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

**28. Use of Multiple Nationwide Permits.** The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

**29. Transfer of Nationwide Permit Verifications.** If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

*"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."*

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(Transferee)

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(Date)

**30. Compliance Certification.** Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required permittee-responsible mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification.

document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

**31. Activities Affecting Structures or Works Built by the United States.** If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre- construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

### **32. Pre-Construction Notification.**

(a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre- construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still

incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the

permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of

loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification:* The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination:*

(1) The district engineer will consider any comments from Federal and state agencies concerning the

proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat

conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

## D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (*i.e.*, NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2- acre.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by

the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (*e.g.*, partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (*e.g.*, watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (*e.g.*, streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than

minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) That the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

## E. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or

proposed Federal project (see general condition 31).

## F. Definitions

**Best management practices (BMPs):** Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

**Compensatory mitigation:** The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

**Currently serviceable:** Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

**Direct effects:** Effects that are caused by the activity and occur at the same time and place.

**Discharge:** The term "discharge" means any discharge of dredged or fill material into waters of the United States.

**Ecological reference:** A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

**Enhancement:** The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

**Ephemeral stream:** An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

**Establishment (creation):** The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results

in a gain in aquatic resource area.

**High Tide Line:** The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

**Historic Property:** Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

**Independent utility:** A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

**Indirect effects:** Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

**Intermittent stream:** An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

**Loss of waters of the United States:** Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry

land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity.

Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

**Navigable waters:** Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

**Non-tidal wetland:** A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

**Open water:** For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

**Ordinary High Water Mark:** An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas.

**Perennial stream:** A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

**Practicable:** Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

**Pre-construction notification:** A

request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

**Preservation:** The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

**Protected tribal resources:** Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

**Re-establishment:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

**Rehabilitation:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

**Restoration:** The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: Re-establishment and rehabilitation.

**Riffle and pool complex:** Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer

substrate characterize pools.

**Riparian areas:** Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

**Shellfish seeding:** The placement of shellfish seed and/or suitable substrate to increase shellfish production.

Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (*i.e.*, spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

**Single and complete linear project:** A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (*i.e.*, a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

**Single and complete non-linear project:** For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

**Stormwater management:**

Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use

on the aquatic environment.

**Stormwater management facilities:** Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (*i.e.*, by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

**Stream bed:** The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

**Stream channelization:** The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

**Structure:** An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

**Tidal wetland:** A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

**Tribal lands:** Any lands title to which is either: (1) Held in trust by the United States for the benefit of any Indian tribe or individual; or (2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

**Tribal rights:** Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

**Vegetated shallows:** Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted

aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

**Waterbody:** For purposes of the NWPs, a waterbody is a jurisdictional water of the United States. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of “waterbodies” include streams, rivers, lakes, ponds, and wetlands.

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# Missouri Department of Conservation Natural Heritage Review Report

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## Resource Science Division

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Project type: BRIDGE  
Location/Scope: T39N R05E S25  
County: JEFFERSON  
Query reference: CHARTER CHURCH ROAD BRIDGE OVER PLATTIN CREEK  
Query received: 5/4/2018

**This NATURAL HERITAGE REVIEW is not a site clearance letter. Rather, it identifies public lands and sensitive resources known to have been located close to and/or potentially affected by the proposed project.** On-site verification is the responsibility of the project. Natural Heritage records were identified at some date and location. This report considers records near but not necessarily at the project site. Animals move and, over time, so do plant communities. To say "there is a record" does not mean the species/habitat is still there. To say that "there is no record" does not mean a protected species will not be encountered. These records only provide one reference and other information (e.g. wetland or soils maps, on-site inspections or surveys) should be considered. Look for additional information about the biological and habitat needs of records listed in order to avoid or minimize impacts. More information may be found at [http://mdc.mo.gov/applications/motwis/motwis\\_search1.aspx](http://mdc.mo.gov/applications/motwis/motwis_search1.aspx).

## Level 3 issues: Records of federal-listed (these are also state-listed) species or critical habitats near the project site:

Natural Heritage records identify a Bald eagle's nest (*Haliaeetus leucocephalus*) occurs 1.6 miles from the project area. Bald eagles nest near streams or water bodies. Nests are large and fairly easy to identify. While no longer listed as endangered, eagles continue to be protected by the federal government under the Bald and Golden Eagle Protection Act. Work managers should be alert for nesting areas within 1500 meters of project activities, and follow federal guidelines at: <http://www.fws.gov/midwest/MidwestBird/EaglePermits/index.html> if eagle nests are seen.

FEDERAL LIST species/habitats are protected under the Federal Endangered Species Act. **Contact** U.S. Fish and Wildlife Service, 101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; 573-234-2132 for Endangered Species Act coordination and concurrence information.

**Level 2 issues: Records of state-listed (not federal-listed) endangered species AND / OR state-ranked (not state-listed endangered) species and natural communities of conservation concern. The Department tracks these species and natural communities due to population declines and/or apparent vulnerability.**

This portion of Plattin Creek is considered a significant example of a high quality, Ozark, warmwater - creek. Project activities should prevent soil erosion, water pollution and in-stream activities that modify or diminish aquatic habitats.

See <https://nature.mdc.mo.gov/sites/default/files/downloads/2017-SOCC.pdf> for a complete list of species and communities of conservation concern.

STATE ENDANGERED species are listed in and protected under the Wildlife Code of Missouri (3CSR10.4.11).

**General recommendations related to this project or site, or based on information about the historic range of species (unrelated to any specific heritage records):**

- Indiana bats (*Myotis sodalis*, federal and state-listed endangered) occur in Jefferson County and could occur within the project area. Indiana bats and Northern long-eared bats (*Myotis septentrionalis*, federal-listed threatened) hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats or Northern long-eared bats, especially from September to April. **If any trees need to be removed by your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 Ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.**
- Gray bats (*Myotis grisescens*, federal and state-listed endangered) also occur in Jefferson County and could occur in the project area, as they forage over streams, rivers, and reservoirs. Avoid entry or disturbance of any cave inhabited by gray bats and when possible retain forest vegetation along the stream and from the gray bat cave opening to the stream.
- Jefferson County has known karst geologic features (e.g. caves, springs, and sinkholes, all characterized by subterranean water movement). Few karst features are recorded in Natural Heritage records, and ones not noted here may be encountered at the project site or affected by the project. Cave fauna (many of which are species of conservation concern) are influenced by changes to water quality, so check your project site for any karst features and make every effort to protect groundwater in the project area.
- Streams in the area should be protected from soil erosion, water pollution and in-stream activities that modify or diminish aquatic habitats. See link regarding Management Recommendations for Construction Projects Affecting Missouri Streams and Rivers.
  - ◆ Avoid disturbance to stream banks and riparian areas. Channel modification, flow interruption or bank modification should occur only in compliance with conditions established in permits required under the federal Clean Water Act.
  - ◆ Grade and seed disturbed areas as soon as possible to minimize erosion. Native grasses and wildflowers are recommended for plantings compatible with the local native landscape and wildlife needs. Annuals like ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as crown vetch and sericea lespedeza.
  - ◆ All temporary in-channel fills that could impound water should be culverted. Culverts should (a) maintain at least six inches of water and (b) not create water velocities in excess of two feet per second during average annual discharges. A drop between the downstream end of the culverts and the downstream water surface should not occur at any time. Conditions provided within the USACE Clean Water Act Section 404 permit, if required (<http://www.usace.army.mil/Missions/Civil-Works/Regulatory-Programs-and-Permits/>), should help minimize impacts to the aquatic organisms within the area.
  - ◆ Avoid work in the channel from March 15 until June 15, a time when many fish are spawning and eggs need minimal disturbance.
- Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment, so inspect and clean equipment thoroughly before moving between project sites.

- ♦ Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
- ♦ Drain water from boats and machinery that has operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
- ♦ When possible, wash and rinse equipment thoroughly with hard spray or HOT water ( $\geq 140^{\circ}$  F, typically available at do-it-yourself carwash sites), and dry in the hot sun before using again.

*These recommendations are ones project managers might prudently consider based on a general understanding of species needs and landscape conditions. Natural Heritage records largely reflect only sites visited by specialists in the last 30 years. This means that many privately owned tracts could host unknown remnants of species once but no longer common.*



**LEAD SURVEY  
OF  
Charter Church Road Bridge over Plattin Creek  
STP – 5403(673)**



**PREPARED FOR  
JEFFERSON COUNTY PUBLIC WORKS DEPARTMENT  
P.O. BOX 100  
HILLSBORO, MISSOURI 63050**

**ABNA ENGINEERING, INC.**

**June 12, 2018**

**ABNA Project No. 17-6026**

ABNA  
4140 Lindell Boulevard, St. Louis, Missouri 63108  
Office (314) 314 454-0222  
Email: abnacorp.com

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## 1.0 INTRODUCTION

ABNA Engineering (ABNA) has completed a lead survey at the Charter Church Road Bridge. The survey was conducted February 16, 2018 in order to facilitate renovation of the structure. This report summarizes the sampling activities and identifies structure materials that contain lead-based paint in regulated amounts.

## 2.0 STRUCTURE DESCRIPTION

The structure is located on Charter Church Road over Platin Creek in Jefferson County, MO, and consists of a concrete deck supported by painted steel beams and concrete substructure.

## 3.0 LEAD SURVEY

### 3.1 Sampling Procedure

ABNA Engineering Inc. inspected the superstructure of the bridge to identify materials containing lead in regulated amounts on painted surfaces. A Missouri licensed lead inspector performed the survey. The credentials of the inspector are presented in Appendix A. The lead survey included the testing of accessible exterior surfaces by paint chip sampling. Three samples of each component by color were sampled with an approximately four square inch paint chip sample. Paint-chip samples were collected for analysis, and were analyzed by EMSL, a laboratory recognized under the EPA's National Lead Laboratory Accreditation Program (NLLAP).

### 3.2 Results of Sampling

The results of the data from EMSL were tabulated, and are presented in Appendix B. Field data sheets are also presented in Appendix B. Table 1 presents a listing of paint chip results, and their location. The location of samples taken is shown on Figure 3. Paint Chip results > than .5 % by weight or 1.0 milligrams per square centimeter ( $mg/cm^2$ ) or higher indicate that lead is present in a regulated amount. The results of paint chip sampling showed, that painted frame of the bridge contained lead in regulated amounts.

The conditions of the metal frame were consistent. The metal throughout the areas inspected was generally in poor condition with a thin coat of oxidized rust. Paint on girders, underneath girders, and rails, were rusted.

## 4.0 CONCLUSIONS

- The painted beams and steel bridge of the Charter Church Road Bridge contain lead based paint in regulated amounts.

## 5.0 RECOMMENDATION

During renovation of any areas containing lead-based paint in amounts greater than 0.5% by weight, precautions to protect workers, and prevent the spread of lead dust should be taken.

If bridge components are to be removed to reduce the potential exposure to lead, state regulations require that Missouri-licensed lead supervisors and workers be used, that state regulations be followed during the abatement of lead.

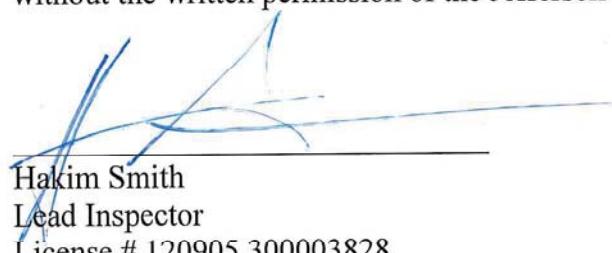
A lead operations and maintenance program should be developed to protect workers and residents during renovation and routine maintenance operations so that proper precautions are taken to reduce the risk of disturbing and spreading lead-bearing dust.

## 6.0 DISCLAIMER

The opinions provided within this report were developed from field investigations, sampling and laboratory analysis. The opinions provided herein reflect conditions known or observed in the survey area at the times of the surveys and observations.

Our professional services have been performed, our findings obtained, and our conclusions prepared in accordance with generally accepted engineering principles and practices. This warranty is in lieu of all other warranties, either expressed or implied.

This report is intended solely for the use of the Jefferson County Public Works Department and agents/clients engaged by them. No other party may rely on the information presented herein without the written permission of the Jefferson County Public Works Department and ABNA.



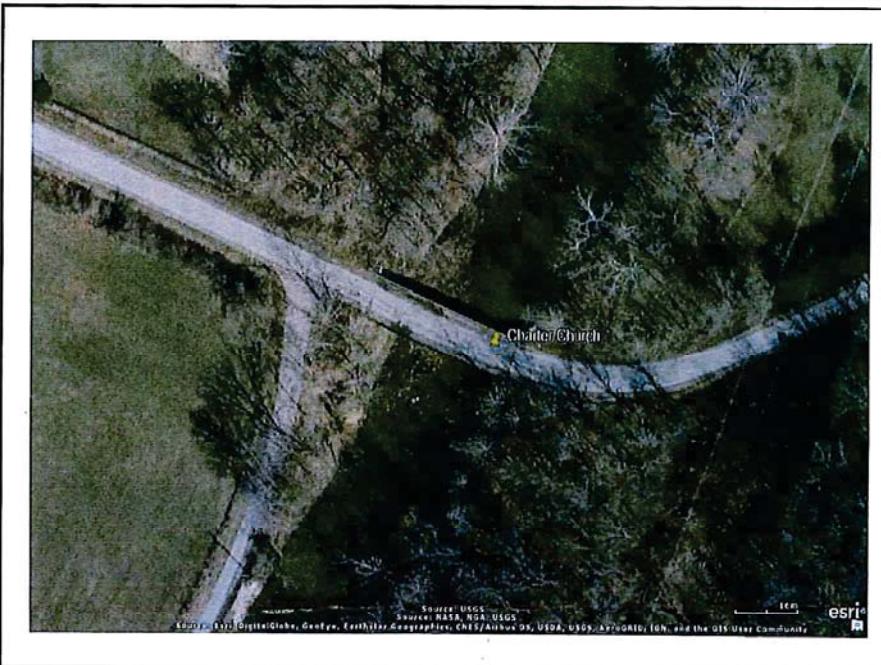
Hakim Smith  
Lead Inspector  
License # 120905 300003828

7-28-2018  
Date

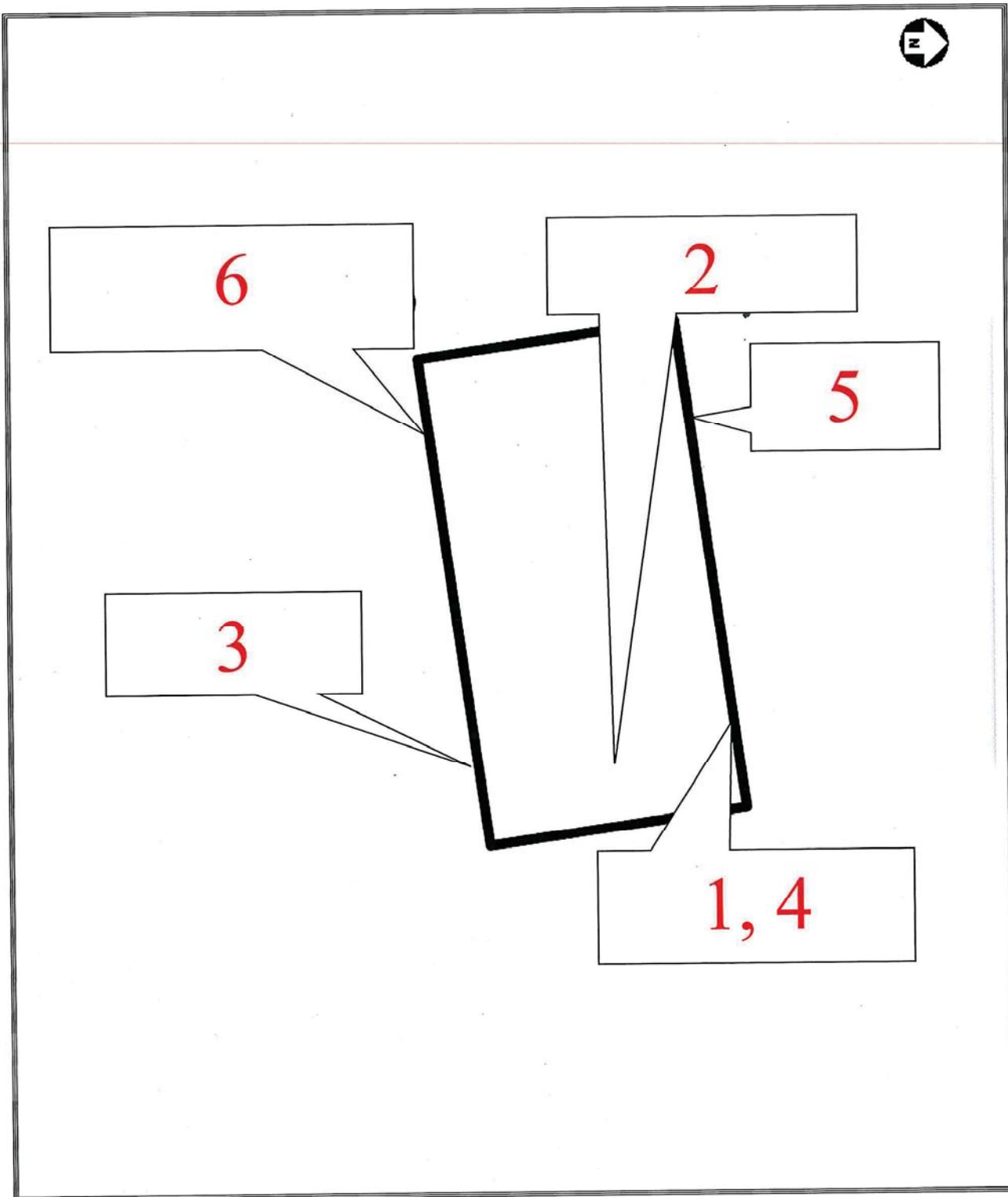


Raymond E. Bailey, Ph.D., P.E., R.G.  
Construction Services Manager

7-30-2018  
Date



**Figure 1: Site Location Map Charter Church Road Bridge over Plattin Creek, Imperial, Missouri**



**Figure 2: Positive Lead Sample Locations for Charter Church Road Bridge**

## **APPENDIX A: INSPECTOR CERTIFICATIONS**

**STATE OF MISSOURI**  
**DEPARTMENT OF HEALTH AND SENIOR SERVICES**

**LEAD OCCUPATION LICENSE REGISTRATION**

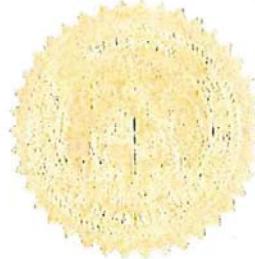
Issued to:

**Hakim I. Smith**

The person, firm or corporation whose name appears on this certificate has fulfilled the requirements for licensure as set forth in the Missouri Revised Statutes 701.300-701.338, as long as not suspended or revoked, and is hereby authorized to engage in the activity listed below.

**Lead Inspector**  
Category of License

Issuance Date: **9/5/2016**  
Expiration Date: **9/5/2018**  
License Number: **120905-300003828**

A handwritten signature in black ink, which appears to read "Peter Lyskowski", is located above the title of the signatory.

**Peter Lyskowski**  
Director  
Department of Health and Senior Services

Lead Licensing Program, PO Box 570, Jefferson City, MO 65102



## APPENDIX B: LABORATORY ANALYSIS REPORTS

**Table 1**  
**Charter Church Road Bridge**  
**Positive Lead Results in Bold**

No	Location	Structure	Substrate	Color	Condition	Sample Results	≥ 0.5%
1	South East	Beam	Metal	Tan-Orange	Fair	68 % by Weight	X
2	South Center	Beam	Metal	Tan-Orange	Fair	67 % by Weight	X
3	South West	Beam	Metal	Tan-Orange	Fair	62 % by Weight	X
4	South Center	Rail	Metal	Brown-Orange	Fair	30 % by Weight	X
5	East	Rail	Metal	Brown-Orange	Fair	31 % by Weight	X
6	West	Rail	Metal	Brown-Orange	Fair	30 % by Weight	X

OrderID: 391804387  
OrderID: 391802401



Asbestos Chain of Custody  
EMSL Order Number (Lab Use Only):

391802401

EMSL ANALYTICAL, INC.  
3029 S JEFFERSON AVE  
ST. LOUIS, MO 63118  
PHONE: (314) 577-0150  
FAX: (314) 776-3313

Company Name: ABNA Engineering INC.	EMSL Customer ID:		
Street: 4140 Lindell Blvd.	City: St. Louis		
Zip/Postal Code: 63108	Country: Telephone #: 314-220-2378		
Report To (Name): Raymond Bailey	Fax #: Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		
Email Address:	Purchase Order:		
Project Name/Number:	EMSL Project ID (Internal Use Only):		
U.S. State Samples Taken:	CT Samples: <input type="checkbox"/> Commercial/Taxable <input type="checkbox"/> Residential/Tax Exempt		
EMSL Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different - If Bill to is Different note instructions in Comments** *Third Party Billing requires written authorization from third party			
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour <input type="checkbox"/> 6 Hour <input type="checkbox"/> 24 Hour <input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input checked="" type="checkbox"/> 1 Week <input type="checkbox"/> 2 Week			
<small>*For TEM Air 3 hr through 6 hr, please call ahead to schedule. *There is a premium charge for 3 Hour TEM AHERA or EPA Level II TAT. You will be asked to sign an authorization form for this service. Analysis completed in accordance with EMSL's Terms and Conditions located in the Analytical Price Guide.</small>			
PCM - Air <input type="checkbox"/> Check if samples are from NY	TEM - Air <input type="checkbox"/> 4-4.5hr TAT (AHERA only)		
<input type="checkbox"/> NIOSH 7400	<input type="checkbox"/> AHERA 40 CFR, Part 763		
<input type="checkbox"/> w/ OSHA 8hr. TWA	<input type="checkbox"/> NIOSH 7402		
PLM - Bulk (reporting limit)	<input type="checkbox"/> EPA Level II		
<input checked="" type="checkbox"/> PLM EPA 600/R-93/116 (<1%)	<input type="checkbox"/> ISO 10312		
<input type="checkbox"/> PLM EPA NOB (<1%)	TEM - Bulk		
Point Count	<input type="checkbox"/> TEM-EPA NOB		
<input type="checkbox"/> 400 (<0.26%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> NYS NOB 198.4 (non-friable-NY)		
Point Count w/Gravimetric	<input type="checkbox"/> Chatfield SOP		
<input type="checkbox"/> 400 (<0.25%) <input type="checkbox"/> 1000 (<0.1%)	<input type="checkbox"/> TEM Mass Analysis-EPA 600-sec: 2:5		
<input type="checkbox"/> NYS 198.1 (friable in NY)	TEM - Water: EPA 100.2		
<input type="checkbox"/> NYS 198.6 NOB (non-friable-NY)	Fibers >10µm <input type="checkbox"/> Waste <input type="checkbox"/> Drinking		
<input type="checkbox"/> NYS 198.8 SOF/V	All Fiber Sizes <input type="checkbox"/> Waste <input type="checkbox"/> Drinking		
<input type="checkbox"/> NIOSH 9002 (<1%)			
<input type="checkbox"/> Check For Positive Stop - Clearly Identify Homogenous Group			
Filter Pore Size (Air Samples): <input type="checkbox"/> 0.8µm <input type="checkbox"/> 0.45µm			
Samplers Name: Nakim Smith	Samplers Signature: Nakim Smith		
Sample #	Sample Description	Volume/Area (Air) HA # (Bulk)	Date/Time Sampled
1	charter church - brick Tan <sup>orange</sup> color (Stringer)		
2	" " (Stringer)		
3	" " (Stringer)		
4	" Brown <sup>orange</sup> (Rail <sup>1</sup> ) <sup>South side</sup>		
5	" Brown <sup>orange</sup> (Rail <sup>2</sup> ) <sup>East End</sup>		
Client Sample # (s):		Total # of Samples: 8	
Relinquished (Client): Lashonda Neal	Date: 3-2-18	Time:	
Received (Lab): Bailey, Lashonda	Date: 3-2-18	Time: 8:35 AM	
Comments/Specia Instructions: Spoke to Lashonda. Need FLAA			

Page 1 of 2 pages

Controlled Document - Analytical COO - R10 - 05/09/2013

Page 1 OF 2

ABNA

OrderID: 391804387  
OrderID: 391802401



**EMSL ANALYTICAL, INC.**

## Asbestos Chain of Custody

EMSL Order Number (Lab Use Only):

391802401

EMSL ANALYTICAL, INC.  
3029 S JEFFERSON AVE  
ST. LOUIS, MO 63118  
PHONE: (314) 577-0150  
FAX: (314) 776-3313

*Additional Pages of the Chain of Custody are only necessary if needed for additional sample information*

Page \_\_\_\_\_ of \_\_\_\_\_ pages

ContraFed Document - Addressas EOC - R10 - 05/09/2016

Page 2 of 2



**EMSL Analytical, Inc.**  
3029 S. Jefferson, Saint Louis, MO 63118  
Phone/Fax: (314) 577-0150 / (314) 778-3313  
<http://www.EMSL.com> [saintlouislab@emsl.com](mailto:saintlouislab@emsl.com)

EMSL Order:	391804387
CustomerID:	ABNA34
CustomerPO:	
ProjectID:	

Attn: <b>Raymond Bailey</b> <b>ABNA Engineering, Inc.</b> 4140 Lindell Blvd. Saint Louis, MO 63108	Phone: (314) 454-0222 Fax: Received: 04/20/18 11:28 AM Collected:
---	--

Project: **NONE GIVEN**

**Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)\***

<i>Client Sample Description</i>	<i>Collected</i>	<i>Analyzed</i>	<i>RDL</i>	<i>Lead Concentration</i>
1 391804387-0001		4/23/2018	2.5 % wt	68 % wt
2 391804387-0002		4/23/2018	2.0 % wt	67 % wt
3 391804387-0003		4/23/2018	3.6 % wt	62 % wt
4 391804387-0004		4/23/2018	1.0 % wt	30 % wt
5 391804387-0005		4/23/2018	1.0 % wt	31 % wt
6 391804387-0006		4/23/2018	1.0 % wt	30 % wt
7 391804387-0007		4/23/2018	0.012 % wt	0.25 % wt
8 391804387-0008		4/23/2018	0.22 % wt	<0.22 % wt
		insufficient sample submitted for quantitative sample weight.		

Jeff Siria, Laboratory Manager  
or other approved signatory

\*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Saint Louis, MO AIHA-LAP, LLC-ELLAP Accredited #102636

Initial report from 04/23/2018 11:24:02

Test Report PB w/RDL-7.32.3 Printed: 4/23/2018 11:24:02 AM

Page 1 of 1

## APPENDIX C: PHOTOGRAPHIC LOG

<b>Charter Church Road Bridge</b>
<b>Photographic Log</b>
1. Charter Church Road Bridge Over Plattin Creek
2. Charter Church Road Bridge Over Plattin Creek
3. Tan - Orange Beam
4. Tan - Orange Beam
5. Tan - Orange Beam
6. Brown - Orange Handrail

**Charter Church Road Bridge over Platin Creek  
Jefferson County, Missouri**  
**Photographic Log**



1. Charter Church Road Bridge



2. Charter Church Road Bridge



3. Tan - Orange Beam



4 Tan - Orange Beam Sample Location



5. Tan - Orange Beam Sample



6. Handrail



4140 Lindell Blvd  
St. Louis, MO 63108  
Phone: (314) 454-0222  
Fax: (314) 454-1235

Mr. Stephen Alsbury  
ABNA Engineering, Inc.  
4140 Lindell Blvd.  
Saint Louis, MO 63108

August 30, 2018

**RE: Charter Church Rd Bridge Over Platin Creek, STP-5403(673) – Asbestos Survey**

Dear Mr. Alsbury,

ABNA Engineering (ABNA) inspected the Charter Church Road Bridge Over Platin Creek in Jefferson County, Missouri for the presence of asbestos-containing building materials (ACBM) and lead on February 16, 2018.

The asbestos inspection was conducted in accordance with the United States Environmental Protection Agency (USEPA) National Emission Standards for Hazardous Air Pollutants (NESHAPs) regulations. This inspection began with a visual inspection of exposed surfaces intended to determine the presence of ACBM to the extent possible by standard inspection techniques. Suspect ACBM surfacing material coating observed during the walk-through inspection of the structure was sampled and collected.

The lab results (sample numbers 1 through 6) reported no asbestos was detected in regulated amounts in the samples. Recommend that a note should be included on project plans stating there was no asbestos detected in regulated amounts on the structure and no further action is required.

Best regards,

Raymond E. Bailey, PE, RG

Construction Services Manager



**EMSL Analytical, Inc.**

3029 S. Jefferson Saint Louis, MO 63118  
Tel/Fax: (314) 577-0150 / (314) 776-3313  
<http://www.EMSL.com/saintlouislab@emsl.com>

EMSL Order: 391802401  
Customer ID: ABNA34  
Customer PO:  
Project ID:

Attention: Raymond Bailey  
ABNA Engineering, Inc.  
4140 Lindell Blvd.  
Saint Louis, MO 63108

Phone: (314) 454-0222

Fax:

Received Date: 03/02/2018 8:55 AM  
Analysis Date: 03/06/2018  
Collected Date:

Project: None Given

**Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy**

Sample	Description	Appearance	% Fibrous	Non-Asbestos	Asbestos
				% Non-Fibrous	% Type
1		Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
391802401-0001					
2		Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
391802401-0002					
3		Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
391802401-0003					
4		Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
391802401-0004					
5		Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
391802401-0005					
6		Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
391802401-0006					
7		Various Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
391802401-0007					
8					Insufficient Material
391802401-0008					

Analyst(s)

Sue Ferrario (5)  
Stuart Kinquist (2)

Jeff Siria, Laboratory Manager  
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. This report relates only to the samples reported and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. Interpretation and use of test results are the responsibility of the client. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Samples received in good condition unless otherwise noted. Estimated accuracy, precision and uncertainty data available upon request. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Reporting limit is 1%

Samples analyzed by EMSL Analytical, Inc. Saint Louis, MO NVLAP Lab Code 200742-0

Initial report from: 03/06/2018 13:18:25

ASB\_PLM\_0008\_0001 - 1.78 Printed: 3/6/2018 12:18 PM

Page 1 of 1



# United States Department of the Interior

FISH AND WILDLIFE SERVICE  
Missouri Ecological Services Field Office  
101 Park Deville Drive  
Suite A  
Columbia, MO 65203-0057  
Phone: (573) 234-2132 Fax: (573) 234-2181



In Reply Refer To:

February 05, 2019

Consultation Code: 03E14000-2019-I-0096

Event Code: 03E14000-2019-E-01762

Project Name: STP-5403 (673) Charter Church over Plattin Creek @ Mitch Sweet

Subject: Concurrence verification letter for the 'STP-5403 (673) Charter Church over Plattin Creek @ Mitch Sweet' project under the revised February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat.

To whom it may concern:

The U.S. Fish and Wildlife Service (Service) has received your request dated to verify that the **STP-5403 (673) Charter Church over Plattin Creek @ Mitch Sweet** (Proposed Action) may rely on the concurrence provided in the February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat (PBO) to satisfy requirements under Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended; 16 U.S.C 1531 *et seq.*).

Based on the information you provided (Project Description shown below), you have determined that the Proposed Action is within the scope and adheres to the criteria of the PBO, including the adoption of applicable avoidance and minimization measures, may affect, but is not likely to adversely affect (NLAA) the endangered Indiana bat (*Myotis sodalis*) and/or the threatened Northern long-eared bat (*Myotis septentrionalis*).

The Service has 14 calendar days to notify the lead Federal action agency or designated non-federal representative if we determine that the Proposed Action does not meet the criteria for a NLAA determination under the PBO. If we do not notify the lead Federal action agency or designated non-federal representative within that timeframe, you may proceed with the Proposed Action under the terms of the NLAA concurrence provided in the PBO. This verification period allows Service Field Offices to apply local knowledge to implementation of the PBO, as we may identify a small subset of actions having impacts that were unanticipated. In such instances, Service Field Offices may request additional information that is necessary to verify inclusion of the proposed action under the PBO.

**For Proposed Actions that include bridge/structure removal, replacement, and/or maintenance activities:** If your initial bridge/structure assessments failed to detect Indiana bats, but you later detect bats during construction, please submit the Post Assessment Discovery of Bats at Bridge/Structure Form (User Guide Appendix E) to this Service Office. In these instances, potential incidental take of Indiana bats may be exempted provided that the take is reported to the Service.

If the Proposed Action is modified, or new information reveals that it may affect the Indiana bat and/or Northern long-eared bat in a manner or to an extent not considered in the PBO, further review to conclude the requirements of ESA Section 7(a)(2) may be required. If the Proposed Action may affect any other federally-listed or proposed species, and/or any designated critical habitat, additional consultation is required. If the proposed action has the potential to take bald or golden eagles, additional coordination with the Service under the Bald and Golden Eagle Protection Act may also be required. In either of these circumstances, please contact this Service Office.

The following species may occur in your project area and **are not** covered by this determination:

- Gray Bat, *Myotis grisescens* (Endangered)

## Project Description

The following project name and description was collected in IPaC as part of the endangered species review process.

### Name

STP-5403 (673) Charter Church over Plattin Creek @ Mitch Sweet

### Description

Station 12+85 to Station 18+30 (545 feet) of roadway and bridge replacement on existing alignment, Construction Summer 2020

# Determination Key Result

Based on your answers provided, this project(s) may affect, but is not likely to adversely affect the endangered Indiana bat and/or the threatened Northern long-eared bat. Therefore, consultation with the U.S. Fish and Wildlife Service pursuant to Section 7(a)(2) of the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended 16 U.S.C. 1531 *et seq.*) is required. However, also based on your answers provided, this project may rely on the concurrence provided in the revised February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects within the Range of the Indiana Bat and Northern Long-eared Bat.

## Qualification Interview

1. Is the project within the range of the Indiana bat<sup>[1]</sup>?

[1] See [Indiana bat species profile](#)

**Automatically answered**

*Yes*

2. Is the project within the range of the Northern long-eared bat<sup>[1]</sup>?

[1] See [Northern long-eared bat species profile](#)

**Automatically answered**

*Yes*

3. Which Federal Agency is the lead for the action?

*A) Federal Highway Administration (FHWA)*

4. Are *all* project activities limited to non-construction<sup>[1]</sup> activities only? (examples of non-construction activities include: bridge/abandoned structure assessments, surveys, planning and technical studies, property inspections, and property sales)

[1] Construction refers to activities involving ground disturbance, percussive noise, and/or lighting.

*No*

5. Does the project include *any* activities that are **greater than** 300 feet from existing road/rail surfaces<sup>[1]</sup>?

[1] Road surface is defined as the actively used [e.g. motorized vehicles] driving surface and shoulders [may be pavement, gravel, etc.] and rail surface is defined as the edge of the actively used rail ballast.

*No*

6. Does the project include *any* activities **within** 0.5 miles of an Indiana bat and/or NLEB hibernaculum<sup>[1]</sup>?

[1] For the purpose of this consultation, a hibernaculum is a site, most often a cave or mine, where bats hibernate during the winter (see suitable habitat), but could also include bridges and structures if bats are found to be hibernating there during the winter.

*No*

7. Is the project located **within** a karst area?

*Yes*

8. Will the project include *any* type of activity that could impact a **known** hibernaculum<sup>[1]</sup>, or impact a karst feature (e.g., sinkhole, losing stream, or spring) that could result in effects to a **known** hibernaculum?

[1] For the purpose of this consultation, a hibernaculum is a site, most often a cave or mine, where bats hibernate during the winter (see suitable habitat), but could also include bridges and structures if bats are found to be hibernating there during the winter.

*No*

9. Is there *any* suitable<sup>[1]</sup> summer habitat for Indiana Bat or NLEB **within** the project action area<sup>[2]</sup>? (includes any trees suitable for maternity, roosting, foraging, or travelling habitat)

[1] See the Service's [summer survey guidance](#) for our current definitions of suitable habitat.

[2] The action area is defined as all areas to be affected directly or indirectly by the Federal action and not merely the immediate area involved in the action (50 CFR Section 402.02). Further clarification is provided by the [national consultation FAQs](#).

*Yes*

10. Will the project remove *any* suitable summer habitat<sup>[1]</sup> and/or remove/trim any existing trees **within** suitable summer habitat?

[1] See the Service's [summer survey guidance](#) for our current definitions of suitable habitat.

*Yes*

11. Will the project clear more than 20 acres of suitable habitat per 5-mile section of road/rail?

*No*

12. Have presence/probable absence (P/A) summer surveys<sup>[1][2]</sup> been conducted<sup>[3][4]</sup> **within** the suitable habitat located within your project action area?

[1] See the Service's [summer survey guidance](#) for our current definitions of suitable habitat.

[2] Presence/probable absence summer surveys conducted within the fall swarming/spring emergence home range of a documented Indiana bat hibernaculum (contact local Service Field Office for appropriate distance from hibernacula) that result in a negative finding requires additional consultation with the local Service Field Office to determine if clearing of forested habitat is appropriate and/or if seasonal clearing restrictions are needed to avoid and minimize potential adverse effects on fall swarming and spring emerging Indiana bats.

[3] For projects within the range of either the Indiana bat or NLEB in which suitable habitat is present, and no bat surveys have been conducted, the transportation agency will assume presence of the appropriate species. This assumption of presence should be based upon the presence of suitable habitat and the capability of bats to occupy it because of their mobility.

[4] Negative presence/probable absence survey results obtained using the [summer survey guidance](#) are valid for a minimum of two years from the completion of the survey unless new information (e.g., other nearby surveys) suggest otherwise.

*No*

13. Does the project include activities **within documented Indiana bat habitat**<sup>[1][2]</sup>?

[1] Documented roosting or foraging habitat – for the purposes of this consultation, we are considering documented habitat as that where Indiana bats and/or NLEB have actually been captured and tracked using (1) radio telemetry to roosts; (2) radio telemetry triangulation to estimate foraging areas; or (3) foraging areas with repeated use documented using acoustics. Documented roosting habitat is also considered as suitable summer habitat within 0.25 miles of documented roosts.)

[2] For the purposes of this key, we are considering documented corridors as that where Indiana bats and/or NLEB have actually been captured and tracked to using (1) radio telemetry; or (2) treed corridors located directly between documented roosting and foraging habitat.

*No*

14. Will the removal or trimming of habitat or trees occur **within** suitable but **undocumented Indiana bat** roosting/foraging habitat or travel corridors?

*Yes*

15. What time of year will the removal or trimming of habitat or trees **within** suitable but **undocumented Indiana bat** roosting/foraging habitat or travel corridors occur<sup>[1]</sup>?

[1] Coordinate with the local Service Field Office for appropriate dates.

*B) During the inactive season*

16. Does the project include activities **within documented NLEB habitat**<sup>[1][2]</sup>?

[1] Documented roosting or foraging habitat – for the purposes of this consultation, we are considering documented habitat as that where Indiana bats and/or NLEB have actually been captured and tracked using (1) radio telemetry to roosts; (2) radio telemetry triangulation to estimate foraging areas; or (3) foraging areas with repeated use documented using acoustics. Documented roosting habitat is also considered as suitable summer habitat within 0.25 miles of documented roosts.)

[2] For the purposes of this key, we are considering documented corridors as that where Indiana bats and/or NLEB have actually been captured and tracked to using (1) radio telemetry; or (2) treed corridors located directly between documented roosting and foraging habitat.

*No*

17. Will the removal or trimming of habitat or trees occur **within** suitable but **undocumented NLEB** roosting/foraging habitat or travel corridors?

*Yes*

18. What time of year will the removal or trimming of habitat or trees **within** suitable but **undocumented NLEB** roosting/foraging habitat or travel corridors occur?

*B) During the inactive season*

19. Will *any* tree trimming or removal occur **within** 100 feet of existing road/rail surfaces?

*Yes*

20. Will the tree removal alter *any documented* Indiana bat or NLEB roosts and/or alter any surrounding summer habitat **within** 0.25 mile of a documented roost?

*No*

21. Will *any* tree trimming or removal occur **between** 100-300 feet of existing road/rail surfaces?

*No*

22. Are *all* trees that are being removed clearly demarcated?

*Yes*

23. Will the removal of habitat or the removal/trimming of trees include installing new or replacing existing **permanent** lighting?

*No*

24. Does the project include maintenance of the surrounding landscape at existing facilities (e.g., rest areas, stormwater detention basins)?

*No*

25. Does the project include wetland or stream protection activities associated with compensatory wetland mitigation?

*No*

26. Does the project include slash pile burning?

*No*

27. Does the project include *any* bridge removal, replacement, and/or maintenance activities (e.g., any bridge repair, retrofit, maintenance, and/or rehabilitation work)?

*Yes*

28. Is there *any* suitable habitat<sup>[1]</sup> for Indiana bat or NLEB **within** 1,000 feet of the bridge? (includes any trees suitable for maternity, roosting, foraging, or travelling habitat)

[1] See the Service's current [summer survey guidance](#) for our current definitions of suitable habitat.

*Yes*

29. Has a bridge assessment<sup>[1]</sup> been conducted **within** the last 24 months<sup>[2]</sup> to determine if the bridge is being used by bats?

[1] See [User Guide Appendix D](#) for bridge/structure assessment guidance

[2] Assessments must be completed no more than 2 years prior to conducting any work below the deck surface on all bridges that meet the physical characteristics described in the Programmatic Consultation, regardless of whether assessments have been conducted in the past. Due to the transitory nature of bat use, a negative result in one year does not guarantee that bats will not use that bridge/structure in subsequent years.

*Yes*

#### **SUBMITTED DOCUMENTS**

- *Jefferson\_STP-5403673\_CharterChurchRd\_Bridge\_Inspection\_Bats.pdf* <https://ecos.fws.gov/ipac/project/ESIA3KACR5HAPBAGZZMFVAELYE/projectDocuments/15217390>

30. Did the bridge assessment detect *any* signs of bats roosting in/under the bridge (bats, guano, etc.)?

Note: There is a small chance bridge assessments for bat occupancy do not detect bats. Should a small number of bats be observed roosting on a bridge just prior to or during construction, such that take is likely to occur or does occur in the form of harassment, injury or death, the PBO requires the action agency to report the take. Report all unanticipated take within 2 working days of the incident to the USFWS. Construction activities may continue without delay provided the take is reported to the USFWS and is limited to 5 bats per project.

*No*

31. Will the bridge removal, replacement, and/or maintenance activities include installing new or replacing existing **permanent** lighting?

*No*

32. Does the project include the removal, replacement, and/or maintenance of *any* structure other than a bridge? (e.g., rest areas, offices, sheds, outbuildings, barns, parking garages, etc.)

*No*

33. Will the project involve the use of **temporary** lighting *during* the active season?

*No*

34. Will the project install new or replace existing **permanent** lighting?

*No*

35. Does the project include percussives or other activities (**not including tree removal/trimming or bridge/structure work**) that will increase noise levels above existing traffic/background levels?

*No*

36. Are *all* project activities that are **not associated with** habitat removal, tree removal/trimming, bridge or structure removal, replacement, and/or maintenance, lighting, or use of percussives, limited to actions that DO NOT cause any stressors to the bat species, including as described in the BA/BO (i.e. activities that do not involve ground disturbance, percussive noise, temporary or permanent lighting, tree removal/trimming, nor bridge/structure activities)?

Examples: lining roadways, unlighted signage, rail road crossing signals, signal lighting, and minor road repair such as asphalt fill of potholes, etc.

*Yes*

37. Will the project raise the road profile **above the tree canopy**?

*No*

38. Are the project activities that are not associated with habitat removal, tree removal/trimming, bridge removal, replacement, and/or maintenance, structure removal, replacement, and/or maintenance, and lighting, consistent with a No Effect determination in this key?

**Automatically answered**

*Yes, other project activities are limited to actions that DO NOT cause any stressors to the bat species as described in the BA/BO*

39. Is the habitat removal portion of this project consistent with a Not Likely to Adversely Affect determination in this key?

**Automatically answered**

*Yes, because the tree removal/trimming that occurs outside of the active season occurs greater than 0.5 miles from the nearest hibernaculum, is less than 100 feet from the existing road/rail surface, includes clear demarcation of the trees that are to be removed, and does not alter documented roosts and/or surrounding summer habitat within 0.25 miles of a documented roost*

40. Is the habitat removal portion of this project consistent with a Not Likely to Adversely Affect determination in this key?

**Automatically answered**

*Yes, because the tree removal/trimming that occurs outside of the active season occurs greater than 0.5 miles from the nearest hibernaculum, is less than 100 feet from the existing road/rail surface, includes clear demarcation of the trees that are to be removed, and does not alter documented roosts and/or surrounding summer habitat within 0.25 miles of a documented roost*

41. Is the bridge removal, replacement, or maintenance activities portion of this project consistent with a No Effect determination in this key?

**Automatically answered**

*Yes, because the bridge has been assessed using the criteria documented in the BA and no signs of bats were detected*

42. **General AMM 1**

Will the project ensure *all* operators, employees, and contractors working in areas of known or presumed bat habitat are aware of *all* FHWA/FRA/FTA (Transportation Agencies) environmental commitments, including all applicable Avoidance and Minimization Measures?

*Yes*

**43. Hibernacula AMM 1**

Will the project ensure that on-site personnel will use best management practices<sup>[1]</sup>, secondary containment measures, or other standard spill prevention and countermeasures to avoid impacts to possible hibernacula?

[1] Coordinate with the appropriate Service Field Office on recommended best management practices for karst in your state.

*Yes*

**44. Hibernacula AMM 1**

Will the project ensure that, where practicable, a 300 foot buffer will be employed to separate fueling areas and other major containment risk activities from caves, sinkholes, losing streams, and springs in karst topography?

*Yes*

**45. Tree Removal AMM 1**

Can *all* phases/aspects of the project (e.g., temporary work areas, alignments) be modified, to the extent practicable, to avoid tree removal<sup>[1]</sup> in excess of what is required to implement the project safely?

Note: Tree Removal AMM 1 is a minimization measure, the full implementation of which may not always be practicable. Projects may still be NLAA as long as Tree Removal AMMs 2, 3, and 4 are implemented and LAA as long as Tree Removal AMMs 3, 5, 6, and 7 are implemented.

[1] The word “trees” as used in the AMMs refers to trees that are suitable habitat for each species within their range. See the USFWS’ current summer survey guidance for our latest definitions of suitable habitat.

*Yes*

**46. Tree Removal AMM 2**

Can *all* tree removal activities be restricted to when Indiana bats are not likely to be present (e.g., the inactive season)<sup>[1]</sup>?

[1] Coordinate with the local Service Field Office for appropriate dates.

**Automatically answered**

*Yes*

**47. Tree Removal AMM 2**

Can *all* tree removal activities be restricted to when Northern long-eared bats are not likely to be present (e.g., the inactive season)<sup>[1]</sup>?

[1] Coordinate with the local Service Field Office for appropriate dates.

**Automatically answered**

*Yes*

**48. Tree Removal AMM 3**

Can tree removal be limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits)?

*Yes*

**49. Tree Removal AMM 4**

Can the project avoid cutting down/removal of *all* (1) **documented**<sup>[1]</sup> Indiana bat or NLEB roosts<sup>[2]</sup> (that are still suitable for roosting), (2) trees **within** 0.25 miles of roosts, and (3) documented foraging habitat any time of year?

[1] The word documented means habitat where bats have actually been captured and/or tracked.

[2] Documented roosting or foraging habitat – for the purposes of this consultation, we are considering documented habitat as that where Indiana bats and/or NLEB have actually been captured and tracked using (1) radio telemetry to roosts; (2) radio telemetry triangulation to estimate foraging areas; or (3) foraging areas with repeated use documented using acoustics. Documented roosting habitat is also considered as suitable summer habitat within 0.25 miles of documented roosts.)

*Yes*

**50. Lighting AMM 1**

Will **all temporary** lighting used during the removal of suitable habitat and/or the removal/trimming of trees within suitable habitat be directed away from suitable habitat during the active season?

*Yes*

## Project Questionnaire

1. Have you made a No Effect determination for *all* other species indicated on the FWS IPaC generated species list?

*Yes*

2. Have you made a May Affect determination for *any* other species on the FWS IPaC generated species list?

*No*

3. How many acres<sup>[1]</sup> of trees are proposed for removal between 0-100 feet of the existing road/rail surface?

[1] If described as number of trees, multiply by 0.09 to convert to acreage and enter that number.

*0.53*

4. Please describe the proposed bridge work:

*Removal of existing bridge and replacement with a new bridge.*

5. Please state the timing of all proposed bridge work:

*Summer 2020*

## **Avoidance And Minimization Measures (AMMs)**

These measures **were accepted** as part of this determination key result:

### **GENERAL AMM 1**

Ensure all operators, employees, and contractors working in areas of known or presumed bat habitat are aware of all FHWA/FRA/FTA (Transportation Agencies) environmental commitments, including all applicable AMMs.

### **HIBERNACULA AMM 1**

For projects located within karst areas, on-site personnel will use best management practices, secondary containment measures, or other standard spill prevention and countermeasures to avoid impacts to possible hibernacula. Where practicable, a 300 foot buffer will be employed to separate fueling areas and other major containment risk activities from caves, sinkholes, losing streams, and springs in karst topography.

### **LIGHTING AMM 1**

Direct temporary lighting away from suitable habitat during the active season.

### **TREE REMOVAL AMM 1**

Modify all phases/aspects of the project (e.g., temporary work areas, alignments) to avoid tree removal.

**TREE REMOVAL AMM 2**

Apply time of year restrictions for tree removal when bats are not likely to be present, or limit tree removal to 10 or fewer trees per project at any time of year within 100 feet of existing road/rail surface and **outside of documented** roosting/foraging habitat or travel corridors; visual emergence survey must be conducted with no bats observed.

**TREE REMOVAL AMM 3**

Ensure tree removal is limited to that specified in project plans and ensure that contractors understand clearing limits and how they are marked in the field (e.g., install bright colored flagging/fencing prior to any tree clearing to ensure contractors stay within clearing limits).

**TREE REMOVAL AMM 4**

Do not remove **documented** Indiana bat or NLEB roosts that are still suitable for roosting, or trees within 0.25 miles of roosts, or **documented** foraging habitat any time of year.

## **Determination Key Description: FHWA, FRA, FTA Programmatic Consultation For Transportation Projects Affecting NLEB Or Indiana Bat**

This key was last updated in IPaC on March 16, 2018. Keys are subject to periodic revision.

This decision key is intended for projects/activities funded or authorized by the Federal Highway Administration (FHWA), Federal Railroad Administration (FRA), and/or Federal Transit Administration (FTA), which require consultation with the U.S. Fish and Wildlife Service (Service) under Section 7 of the Endangered Species Act (ESA) for the endangered **Indiana bat** (*Myotis sodalis*) and the threatened **Northern long-eared bat** (NLEB) (*Myotis septentrionalis*).

This decision key should only be used to verify project applicability with the Service's [February 5, 2018, FHWA, FRA, FTA Programmatic Biological Opinion for Transportation Projects](#). The programmatic biological opinion covers limited transportation activities that may affect either bat species, and addresses situations that are both likely and not likely to adversely affect either bat species. This decision key will assist in identifying the effect of a specific project/activity and applicability of the programmatic consultation. The programmatic biological opinion is not intended to cover all types of transportation actions. Activities outside the scope of the programmatic biological opinion, or that may affect ESA-listed species other than the Indiana bat or NLEB, or any designated critical habitat, may require additional ESA Section 7 consultation.



# United States Department of the Interior

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In Reply Refer To: January 31, 2019  
Consultation Code: 03E14000-2019-SLI-0096  
Event Code: 03E14000-2019-E-01587  
Project Name: STP-5403 (673) Charter Church over Platin Creek @ Mitch Sweet  
  
Subject: Updated list of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

This response has been generated by the Information, Planning, and Conservation (IPaC) system to provide information on natural resources that could be affected by your project. The U.S. Fish and Wildlife Service (Service) provides this response under the authority of the Endangered Species Act of 1973 (16 U.S.C. 1531-1543), the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d), the Migratory Bird Treaty Act (16 U.S.C. 703-712), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*).

## **Threatened and Endangered Species**

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and may be affected by your proposed project. The species list fulfills the requirement for obtaining a Technical Assistance Letter from the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. **Note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days.** The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

## Consultation Technical Assistance

Refer to the Midwest Region [S7 Technical Assistance](#) website for step-by-step instructions for making species determinations and for specific guidance on the following types of projects: projects in developed areas, HUD, pipelines, buried utilities, telecommunications, and requests for a Conditional Letter of Map Revision (CLOMR) from FEMA.

### Federally Listed Bat Species

Indiana bats, gray bats, and northern long-eared bats occur throughout Missouri and the information below may help in determining if your project may affect these species.

*Gray bats* - Gray bats roost in caves or mines year-round and use water features and forested riparian corridors for foraging and travel. If your project will impact caves, mines, associated riparian areas, or will involve tree removal around these features particularly within stream corridors, riparian areas, or associated upland woodlots gray bats could be affected.

*Indiana and northern long-eared bats* - These species hibernate in caves or mines only during the winter. In Missouri the hibernation season is considered to be November 1 to March 31. During the active season in Missouri (April 1 to October 31) they roost in forest and woodland habitats. Suitable summer habitat for Indiana bats and northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags 5 inches diameter at breast height (dbh) for Indiana bat, and 3 inches dbh for northern long-eared bat, that have exfoliating bark, cracks, crevices, and/or hollows), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Tree species often include, but are not limited to, shellbark or shagbark hickory, white oak, cottonwood, and maple. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. Northern long-eared bats have also been observed roosting in human-made structures, such as buildings, barns, bridges, and bat houses; therefore, these structures should also be considered potential summer habitat and evaluated for use by bats. If your project will impact caves or mines or will involve clearing forest or woodland habitat containing suitable roosting habitat, Indiana bats or northern long-eared bats could be affected.

Examples of unsuitable habitat include:

- Individual trees that are greater than 1,000 feet from forested or wooded areas;
- Trees found in highly-developed urban areas (e.g., street trees, downtown areas);
- A pure stand of less than 3-inch dbh trees that are not mixed with larger trees; and
- A stand of eastern red cedar shrubby vegetation with no potential roost trees.

## Using the IPaC Official Species List to Make No Effect and May Affect Determinations for Listed Species

1. If IPaC returns a result of “There are no listed species found within the vicinity of the project,” then project proponents can conclude the proposed activities will have **no effect** on any federally listed species under Service jurisdiction. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records. An example ["No Effect" document](#) also can be found on the S7 Technical Assistance website.
2. If IPaC returns one or more federally listed, proposed, or candidate species as potentially present in the action area of the proposed project other than bats (see #3 below) then project proponents can conclude the proposed activities **may affect** those species. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain [Life History Information for Listed and Candidate Species](#) through the S7 Technical Assistance website.
3. If IPaC returns a result that one or more federally listed bat species (Indiana bat, northern long-eared bat, or gray bat) are potentially present in the action area of the proposed project, project proponents can conclude the proposed activities **may affect** these bat species **IF** one or more of the following activities are proposed:
  - a. Clearing or disturbing suitable roosting habitat, as defined above, at any time of year;
  - b. Any activity in or near the entrance to a cave or mine;
  - c. Mining, deep excavation, or underground work within 0.25 miles of a cave or mine;
  - d. Construction of one or more wind turbines; or
  - e. Demolition or reconstruction of human-made structures that are known to be used by bats based on observations of roosting bats, bats emerging at dusk, or guano deposits or stains.

If none of the above activities are proposed, project proponents can conclude the proposed activities will have **no effect** on listed bat species. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records. An example ["No Effect" document](#) also can be found on the S7 Technical Assistance website.

If any of the above activities are proposed in areas where one or more bat species may be present, project proponents can conclude the proposed activities **may affect** one or more bat species. We recommend coordinating with the Service as early as possible during project planning. If your project will involve removal of over 5 acres of suitable forest or woodland habitat, we recommend you complete a Summer Habitat Assessment prior to contacting our office to expedite the consultation process. The Summer Habitat Assessment Form is available in Appendix A of the most recent version of the [Range-wide Indiana Bat Summer Survey Guidelines](#).

## Other Trust Resources and Activities

*Bald and Golden Eagles* - Although the bald eagle has been removed from the endangered species list, this species and the golden eagle are protected by the Bald and Golden Eagle Act and the Migratory Bird Treaty Act. Should bald or golden eagles occur within or near the project area please contact our office for further coordination. For communication and wind energy projects, please refer to additional guidelines below.

*Migratory Birds* - The Migratory Bird Treaty Act (MBTA) prohibits the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when specifically authorized by the Service. The Service has the responsibility under the MBTA to proactively prevent the mortality of migratory birds whenever possible and we encourage implementation of recommendations that minimize potential impacts to migratory birds. Such measures include clearing forested habitat outside the nesting season (generally March 1 to August 31) or conducting nest surveys prior to clearing to avoid injury to eggs or nestlings.

*Communication Towers* - Construction of new communications towers (including radio, television, cellular, and microwave) creates a potentially significant impact on migratory birds, especially some 350 species of night-migrating birds. However, the Service has developed [voluntary guidelines for minimizing impacts](#).

*Transmission Lines* - Migratory birds, especially large species with long wingspans, heavy bodies, and poor maneuverability can also collide with power lines. In addition, mortality can occur when birds, particularly hawks, eagles, kites, falcons, and owls, attempt to perch on uninsulated or unguarded power poles. To minimize these risks, please refer to [guidelines](#) developed by the Avian Power Line Interaction Committee and the Service. Implementation of these measures is especially important along sections of lines adjacent to wetlands or other areas that support large numbers of raptors and migratory birds.

*Wind Energy* - To minimize impacts to migratory birds and bats, wind energy projects should follow the Service's [Wind Energy Guidelines](#). In addition, please refer to the Service's [Eagle Conservation Plan Guidance](#), which provides guidance for conserving bald and golden eagles in the course of siting, constructing, and operating wind energy facilities.

## Next Steps

Should you determine that project activities **may affect** any federally listed species or trust resources described herein, please contact our office for further coordination. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

If you have not already done so, please contact the Missouri Department of Conservation (Policy Coordination, P. O. Box 180, Jefferson City, MO 65102) for information concerning Missouri Natural Communities and Species of Conservation Concern.

We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

Karen Herrington

Attachment(s):

- Official Species List
- USFWS National Wildlife Refuges and Fish Hatcheries
- Wetlands

## Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

**Missouri Ecological Services Field Office**

101 Park Deville Drive  
Suite A  
Columbia, MO 65203-0057  
(573) 234-2132

## Project Summary

Consultation Code: 03E14000-2019-SLI-0096

Event Code: 03E14000-2019-E-01587

Project Name: STP-5403 (673) Charter Church over Plattin Creek @ Mitch Sweet

Project Type: BRIDGE CONSTRUCTION / MAINTENANCE

Project Description: Station 12+85 to Station 18+30 (545 feet) of roadway and bridge replacement on existing alignment, Construction Summer 2020

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/38.06996831245775N90.41656446344903W>



Counties: Jefferson, MO

## Endangered Species Act Species

There is a total of 3 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries<sup>1</sup>, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

## Mammals

NAME	STATUS
Gray Bat <i>Myotis grisescens</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/6329">https://ecos.fws.gov/ecp/species/6329</a>	Endangered
Indiana Bat <i>Myotis sodalis</i> There is <b>final</b> critical habitat for this species. Your location is outside the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/5949">https://ecos.fws.gov/ecp/species/5949</a>	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9045">https://ecos.fws.gov/ecp/species/9045</a>	Threatened

## Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

## USFWS National Wildlife Refuge Lands And Fish Hatcheries

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

## Wetlands

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

### RIVERINE

- [R2UBH](#)

# **AFFIDAVIT**

## **COMPLIANCE WITH THE PREVAILING WAGE LAW**

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_, State of

\_\_\_\_\_, personally came and appeared \_\_\_\_\_

(Name)

\_\_\_\_\_ of \_\_\_\_\_

(Title)

(Company Name)

(a corporation)(a partnership)(a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Wage Determination No. \_\_\_\_\_ or Annual Wage Order No. \_\_\_\_\_ issued by the Division of Labor Standards on project \_\_\_\_\_,

(Job Number)

\_\_\_\_\_,

(Route or location, if building construction)

\_\_\_\_\_, County, Missouri, and completed on the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Signature

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

My commission expires \_\_\_\_\_, 20 \_\_\_\_.

Notary Public

(Revised 03-23-00)

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 26

Section 050  
**JEFFERSON COUNTY**

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Taylor Burks, Director  
Division of Labor Standards

Filed With Secretary of State: March 8, 2019

Last Date Objections May Be Filed: April 8, 2019

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Asbestos Worker		\$60.15
Boilermaker		\$21.70*
Bricklayer		\$56.61
Carpenter		\$54.69
Lather		
Linoleum Layer		
Millwright		
Pile Driver		
Cement Mason		\$51.42
Plasterer		
Communications Technician		\$53.56
Electrician (Inside Wireman)		\$63.89
Electrician Outside Lineman		\$63.50
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Elevator Constructor		\$21.70*
Glazier		\$21.70*
Ironworker		\$60.46
Laborer		\$44.62
General Laborer		
First Semi-Skilled		
Second Semi-Skilled		
Mason		\$50.10
Marble Mason		
Marble Finisher		
Terrazzo Worker		
Terrazzo Finisher		
Tile Setter		
Tile Finisher		
Operating Engineer		\$60.79
Group I		
Group II		
Group III		
Group III-A		
Group IV		
Group V		
<b>Painter</b>		<b>\$48.30</b>
Plumber		\$67.39
Pipe Fitter		
<b>Roofer</b>		<b>\$50.68</b>
<b>Sheet Metal Worker</b>		<b>\$66.30</b>
Sprinkler Fitter		\$68.95
Truck Driver		\$21.70*
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b).

Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates
Carpenter		\$57.18
Millwright		
Pile Driver		
Electrician (Outside Lineman)		\$63.50
Lineman Operator		
Lineman - Tree Trimmer		
Groundman		
Groundman - Tree Trimmer		
Laborer		\$48.06
General Laborer		
Skilled Laborer		
<b>Operating Engineer</b>		<b>\$61.65</b>
Group I		
Group II		
Group III		
Group IV		
Truck Driver		\$46.73
Truck Control Service Driver		
Group I		
Group II		
Group III		
Group IV		

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate Sheet.

\*The Division of Labor Standards received less than 1,000 reportable hours as required by RSMo 290.257.4(b). Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center, in accordance with RSMo 290.257.2.

# **OVERTIME and HOLIDAYS**

## **OVERTIME**

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, "**overtime work**" shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

## **HOLIDAYS**

January first;  
The last Monday in May;  
July fourth;  
The first Monday in September;  
November eleventh;  
The fourth Thursday in November; and  
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.

"General Decision Number: MO20200001 05/08/2020

Superseded General Decision Number: MO20190001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

#### HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/03/2020
1	01/24/2020
2	02/07/2020
3	02/14/2020
4	03/13/2020
5	04/03/2020
6	04/24/2020
7	05/08/2020

CARP002-002 05/01/2019

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 38.02	17.77

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CARP005-006 05/03/2015

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
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STP-5403 (673)

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## Carpenters:

CARPENTERS & LATHERS.....	\$ 36.34	15.55
MILLRIGHTS & PILEDRIVERS...	\$ 36.34	15.55

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CARP0011-001 05/01/2019

Rates	Fringes
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## Carpenter and Piledriver

ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES.....	\$ 32.28	17.77
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 30.76	17.77
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	\$ 32.29	17.77
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	\$ 30.36	17.77
BENTON, MORGAN AND PETTIS...	\$ 30.81	17.77
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	\$ 32.14	17.77
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 31.49	17.77
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 31.09	17.77
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....	\$ 32.13	17.77
FRANKLIN COUNTY.....	\$ 35.56	17.77
JEFFERSON AND ST. CHARLES COUNTIES.....	\$ 38.02	17.77
LINCOLN COUNTY.....	\$ 34.00	17.77
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	\$ 32.92	17.77
WARREN COUNTY.....	\$ 34.44	17.77

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ELEC0001-002 07/14/2019

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN, IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD,

## WARREN, WASHINGTON AND WAYNE COUNTIES

Rates	Fringes
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Electricians.....	\$ 39.30	15.81
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ELEC0002-001 09/01/2018

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN, MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY, MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND WASHINGTON COUNTIES

Rates	Fringes
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## Line Construction:

Equipment Operator.....	\$ 39.50	19.96
Groundman & Truck Driver....	\$ 30.36	16.67
Lineman & Cable Splicer.....	\$ 45.90	22.27

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ELEC0053-004 01/01/2020

Rates	Fringes
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Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES)

Groundman Powderman.....	\$ 32.27	16.09
Groundman.....	\$ 30.12	15.38
Lineman Operator.....	\$ 43.40	19.30
Lineman.....	\$ 47.30	20.45

Line Construction: (BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY AND SALINE COUNTIES)

Groundman Powderman.....	\$ 32.27	15.52
Groundman.....	\$ 30.12	14.88
Lineman Operator.....	\$ 43.40	18.80
Lineman.....	\$ 47.30	19.95

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ELEC0095-001 06/01/2019

BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON, ST CLAIR, AND VERNON COUNTIES

## Rates Fringes

## Electricians:

Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 27.43	14.97

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ELEC0124-007 08/26/2019

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE COUNTIES:

## Rates Fringes

Electricians.....	\$ 40.79	22.92
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ELEC0257-003 03/01/2020

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN, CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES, MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

## Rates Fringes

## Electricians:

Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 34.00	15.25

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ELEC0350-002 12/01/2019

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN, MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

## Rates Fringes

Electricians.....	\$ 32.50	17.65
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ELEC0453-001 09/01/2019

## Rates Fringes

## Electricians:

CHRISITAN, DALLAS,		
DOUGLAS, GREENE, HICKORY,		
HOWELL, LACLEDE, OREGON,		
OZARK, POLK, SHANNON,		
WEBSTER and WRIGHT COUNTIES.	\$ 27.88	14.99
PULASKI and TEXAS COUNTIES..	\$ 32.53	15.46
STONE and TANEY COUNTIES....	\$ 23.67	14.17

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ELEC0545-003 06/01/2019

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER, GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY, AND CALDWELL COUNTIES

## Rates Fringes

Electricians:.....	\$ 32.00	17.30
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STP-5403 (673)

ELEC0702-004 12/30/2019

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON,  
 MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE  
 COUNTIES

Rates	Fringes
-------	---------

**Line Construction:**

Groundman - Class A.....\$ 30.31	29% + 7.75
Groundman-Equipment	
Operator Class II (all	
other equipment).....\$ 38.46	29% + 7.75
Heavy-Equipment Operator	
Class I (all crawler type	
equipment D-4 and larger)....\$ 43.88	29% + 7.75
Lineman.....\$ 53.51	29% + 7.75

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 \* ENGI0101-001 05/01/2020

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,  
 CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,  
 HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,  
 LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH  
 COUNTIES

Rates	Fringes
-------	---------

**Power equipment operators:**

GROUP 1.....\$ 34.73	18.20
GROUP 2.....\$ 34.33	18.20
GROUP 3.....\$ 32.33	18.20

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self- propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader

STP54037673

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operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: (a) Oiler;

- (b) Oiler driver
- (c) Mechanic.

**HOURLY PREMIUMS:**

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE

GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.50) ABOVE

GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.75) ABOVE

GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

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ENGI0101-005 04/01/2019

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 36.62	18.74
GROUP 2.....	\$ 35.58	18.74
GROUP 3.....	\$ 31.11	18.74
GROUP 4.....	\$ 34.46	18.74

**POWER EQUIPMENT OPERATORS CLASSIFICATIONS**

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants);

mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high pressure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "'A'" Frame truck operator; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra- hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

### GROUP 3: Oilers

#### GROUP 4: Oiler Driver (All Types)

#### FOOTNOTE:

HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE  
(\$1.00) ABOVE GROUP 1 RATE:  
Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft.  
of boom or over (including jib); Draglines, 3 yd. capacity  
or over;  
Piledrivers 80 ft. of boom or over (including jib);  
Shovels & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2019

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS,  
GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON,  
OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND  
WRIGHT COUNTIES and CITY OF SPRINGFIELD

## Rates Fringes

### Power equipment operators:

GROUP 1	.....	\$ 31.72	14.88
GROUP 2	.....	\$ 31.37	14.88
GROUP 3	.....	\$ 31.17	14.88
GROUP 4	.....	\$ 29.12	14.88

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching

machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

#### HOURLY PREMIUMS:

The following classifications shall receive \$ .25 above GROUP 1 rate:  
 Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib);  
 Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$ .50 above GROUP 1 rate:  
 Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$ .75 above GROUP 1 rate:  
 Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

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ENGI0513-004 05/06/2019

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

Rates	Fringes
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STP-5403 (673)

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## Power equipment operators:

GROUP 1.....	\$ 34.36	27.36
GROUP 2.....	\$ 34.36	27.36
GROUP 3.....	\$ 33.06	27.36
GROUP 4.....	\$ 32.61	27.36

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers and Barco equipment no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self- propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self- propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall

be paid \$ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

#### GROUP 4: Crane type

#### HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00;  
Crane, climbing (such as Linden) - \$.50;  
Crane, Pile Driving and Extracting - \$.50  
Crane with boom (including job) over  
100 ft from pin to pin - add \$.01 per foot  
to maximum of \$4.00);  
Crane, using rock socket tool - \$.50;  
Derrick, diesel, gas or electric hoisting material  
and erecting steel (150 ft or more above ground) - \$.50;  
Dragline, 7 cu yds and over - \$.50;  
Hoist, Three or more drums in use - \$.50;  
Scoop, Tandem - \$.50;  
Shovel, Power - 7 cu yds and over - \$.50;  
Tractor, Tandem Crawler - \$.50;  
Tunnel, man assigned to work in tunnel or  
tunnel shaft - \$.50;  
Wrecking, when machines are working on  
second floor or higher - \$.50

ENGI0513-006 05/01/2019

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

## Rates Fringes

## Power equipment operators:

GROUP 1.....	\$ 29.69	27.16
GROUP 2.....	\$ 29.34	27.16
GROUP 3.....	\$ 29.14	27.16
GROUP 4.....	\$ 25.49	27.16

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster

pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; quad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-green loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4"" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4"" & over one.

FOOTNOTE: HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under Without oiler - \$2.00  
Certified Crane Operator - \$1.50;  
Certified Hazardous Material Operator \$1.50;  
Crane, climbing (such as Linden) - \$0.50;  
Crane, pile driving and extracting - \$0.50;  
Crane, with boom (including jib) over 100' from pin to pin add \$0.01 per foot to maximum of \$4.00;  
Crane, using rock socket tool - \$0.50;  
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - \$0.50;  
Dragline, 7 cu. yds, and over - \$0.50;  
Hoist, three or more drums in use - \$0.50; Scoop, Tandem - \$0.50;  
Shovel, power - 7 cu. yds. or more - \$0.50;  
Tractor, tandem crawler - \$0.50;  
Tunnel, man assigned to work in tunnel or tunnel shaft - \$0.50;  
Wrecking, when machine is working on second floor or higher - \$0.50;

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ENGI0513-007 05/06/2019

## ST. LOUIS CITY AND COUNTY

Rates	Fringes
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## Power equipment operators:

GROUP 1.....	\$ 34.36	27.36
GROUP 2.....	\$ 34.36	27.36
GROUP 3.....	\$ 33.06	27.36
GROUP 4.....	\$ 32.61	27.36

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tucker w/air compressor; anchor-placing barge; asphalt spreader; athey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull-float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); mechanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tucker w/plant air; boiler, for power, or heating on construction projects; boiler, ST 540B (75%)

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temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

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IRON0010-012 04/01/2020

Rates	Fringes
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Ironworkers:

ANDREW, BARTON, BENTON, CAMDEN, CEDAR, CHARITON, CHRISTIAN, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDLOPH, ST. CLAIR, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties and portions of ADAIR, BOONE, MACON, MILLER and RANDOLPH Counties.....\$ 31.00	31.24
ATCHISON, BATES, BUCHANAN, CALDWELL, CARROLL, CASS,	
STP-5403 (07/08)	

CLAY, CLINTON, HENRY,  
 JACKSON, JOHNSON,  
 LAFAYETTE, PETTIS, PLATTE,  
 SALINE, AND RAY COUNTIES....\$ 34.00 31.24

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 IRON0321-002 09/01/2019

DOUGLAS, HOWELL and OZARK COUNTIES

Rates	Fringes
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Ironworker.....\$ 21.10	19.01
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 IRON0396-004 08/07/2019

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON,  
 FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE.  
 GENEVIEVE, and REYNOLDS Counties; and portions of MADISON,  
 PERRY, BOLLINGER, WAYNE, and CARTER Counties

Rates	Fringes
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Ironworker.....\$ 34.91	27.36
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 IRON0396-009 08/07/2019

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES,  
 MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT  
 Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL,  
 LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

Rates	Fringes
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Ironworker.....\$ 30.44	27.36
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 IRON0577-005 06/01/2019

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS,  
 SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

Rates	Fringes
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Ironworker.....\$ 26.60	24.00
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 IRON0584-004 06/01/2019

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

Rates	Fringes
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Ironworkers:.....\$ 26.00	15.35
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 IRON0782-003 05/01/2019

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD  
 Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN,  
 MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

Rates	Fringes
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Ironworkers:

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Locks, Dams, Bridges and other major work on the Mississippi and Ohio River	
only.....	\$ 31.63
All Other Work.....	\$ 27.38

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LAB00042-003 03/06/2019

ST. LOUIS (City and County)

Rates	Fringes
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LABORER

Plumber Laborer.....	\$ 33.22	15.67
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LAB00042-005 03/06/2019

ST. LOUIS (City and County)

Rates	Fringes
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LABORER

Dynamiter, Powderman.....	\$ 33.22	15.67
Laborers, Flaggers.....	\$ 33.22	15.67
Wrecking.....	\$ 33.22	15.67

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LAB00424-002 05/01/2016

Rates	Fringes
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LABORER

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, CLARK, COLE, COOPER, HOWARD, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARION, MILLER, MONITEAU, MONROE, PERRY, PIKE, PUTNAM, RALLS, RANDOLPH, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES		
GROUP 1.....	\$ 27.96	13.17
GROUP 2.....	\$ 27.96	13.17

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, MARIES, MISSISSIPPI, NEW MADRID, OREGON, OSAGE, PEMISCOT, PHELPS, PULASKI, RIPLEY, SCOTT, SHANNON, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES		
GROUP 1.....	\$ 27.96	13.17
GROUP 2.....	\$ 27.96	13.17

FRANKLIN COUNTY		
GROUP 1.....	\$ 29.71	13.17
GROUP 2.....	\$ 30.31	13.17

JEFFERSON COUNTY		
GROUP 1.....	\$ 29.76	13.17
GROUP 2.....	\$ 30.36	13.17

LINCOLN, MONTGOMERY AND WARREN COUNTIES	
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STP-5403 (07-13)

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GROUP 1.....	\$ 31.18	13.32
GROUP 2.....	\$ 31.18	13.32
ST. CHARLES COUNTY		
GROUP 1.....	\$ 3.18	13.32
GROUP 2.....	\$ 31.18	13.32

## LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulked and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LAB00579-005 05/01/2019

Rates	Fringes
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LABORER (ANDREW, ATCHISON,  
BUCHANAN, CALDWELL, CLINTON,  
DAVIESS, DEKALB, GENTRY,  
GRUNDY, HARRISON, HOLT,  
LIVINGSTON, MERCER, NODAWAY  
and NORTH COUNTIES.)  
and 54 MUNICIPALITIES.)

GROUP 1.....	\$ 26.66	14.97
GROUP 2.....	\$ 27.01	14.97
LABORER (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY. HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST.CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES)		
GROUP 1.....	\$ 25.66	14.17
GROUP 2.....	\$ 26.21	14.17
LABORER (LAFAYETTE COUNTY)		
GROUP 1.....	\$ 27.21	0.0014.42
GROUP 2.....	\$ 27.56	0.0014.42

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggie man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulkers; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

## CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates	Fringes
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## LABORER

GROUP 1.....	\$ 30.73	15.98
GROUP 2.....	\$ 31.94	15.98

## LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzle man, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulkers and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

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 PAIN0002-002 09/01/2007

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES

Rates	Fringes
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## Painters:

Brush and Roller; Taper.....\$ 28.61	10.24
High work over 60 feet.....\$ 29.11	10.24
Lead Abatement.....\$ 29.36	10.24
Pressure Roller; High work under 60 ft.....\$ 28.86	10.24
Spray & Abrasive Blasting; Water Blasting (Over 5000 PSI).....\$ 30.61	10.24
Taper (Ames Tools & Bazooka).....\$ 30.21	10.24

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PAIN002-006 04/01/2018

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE,  
HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM,  
RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and  
the City of Booneville.

Rates	Fringes
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## Painters:

Bridges, Dams, Locks or Powerhouses.....\$ 25.93	12.79
Brush and Roll; Taping, Paperhanging.....\$ 23.93	12.79
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement.....\$ 24.93	12.79
Spray; Structural Steel (over 50 feet).....\$ 24.93	12.79
Tapers using Ames or Comparable Tools.....\$ 24.68	12.79

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PAIN003-004 04/01/2017

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY  
COUNTIES

Rates	Fringes
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## Painters:

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....\$ 31.96	16.96
Brush & Roller.....\$ 29.34	16.96
Drywall.....\$ 30.34	16.96
Paper Hanger.....\$ 29.84	16.96
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...\$ 30.96	16.96
Steeplejack.....\$ 35.53	16.96

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PAIN003-011 04/01/2011

BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY,  
HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS &  
SALINE COUNTIES

STP-5403 (673)

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## Rates Fringes

## Painters:

Bridgeman; Lead Abatement;	
Sandblast; Storage Bin &	
Tanks.....\$ 24.06	14.04
Brush & Roller.....\$ 22.67	14.04
Drywall.....\$ 22.84	14.04
Paper Hanger.....\$ 23.07	14.04
Stageman; Beltman;	
Steelman; Elevator Shaft;	
Bazooka, Boxes and Power	
Sander; Sprayman; Dipping...\$ 23.56	14.04
Steeplejack.....\$ 26.82	14.04

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PAIN0203-001 04/01/2012

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT COUNTIES

## Rates Fringes

## Painters:

Finisher.....\$ 20.18	11.33
Painter.....\$ 19.75	11.76
Sandblaster, High Man,	
Spray Man, Vinyl Hanger,	
Tool Operator.....\$ 21.18	11.33

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PAIN1265-003 07/01/2013

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES

## Rates Fringes

## Painters:

Brush and Roller.....\$ 25.64	13.27
Floor Work.....\$ 26.14	13.27
Lead Abatement.....\$ 27.89	13.27
Spray.....\$ 27.14	13.27
Structural Steel,	
Sandblasting and All Tank	
Work.....\$ 26.89	13.27
Taping, Paperhanging.....\$ 26.64	13.27

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PAIN1292-002 09/01/2016

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

## Rates Fringes

## Painters:

Bridges, Stacks & Tanks.....\$ 30.85	11.64
Brush & Roller.....\$ 25.35	11.64
Spray & Abrasive Blasting;	
Waterblasting (over 5000	

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PSI).....	\$ 28.95
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11.64
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## Height Rates (All Areas):

Over 60 ft. \$0.50 per hour.

Under 60 ft. \$0.25 per hour.

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PAIN1292-003 09/01/2017

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON COUNTIES

Rates	Fringes
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## Painters:

Bridges, Stacks & Tanks.....	\$ 31.05	12.74
Brush & Roller.....	\$ 25.70	12.74
Spray & Abrasive Blasting;		
Waterblasting (Over 5000		
PSI).....	\$ 28.70	12.74

## Height Rates (All Areas):

Over 60 ft. \$0.50 per hour

Under 60 ft. \$0.25 per hour.

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PAIN2012-001 04/01/2019

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY &amp; WORTH COUNTIES

Rates	Fringes
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## Painters:

Brush & Roller.....	\$ 31.26	17.26
Sandblaster.....	\$ 32.76	17.26
Steeplejack.....	\$ 36.33	17.26

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PLAS0518-006 03/01/2020

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT COUNTIES

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 24.44 12.11

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PLAS0518-007 04/01/2020

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates	Fringes
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Cement Masons:.....\$ 32.72 18.30

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PLAS0518-011 04/01/2019

ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY, ST. LOUIS (673)

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## HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY &amp; WORTH COUNTIES

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 32.00	20.13
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PLAS0527-001 04/01/2018

Rates	Fringes
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## CEMENT MASON

FRANKLIN, LINCOLN AND WARREN COUNTIES.....\$ 30.74	18.07
JEFFERSON, ST. CHARLES COUNTIES AND ST.LOUIS (City and County).....\$ 32.66	18.62

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PLAS0527-004 06/01/2017

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI,  
RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS,  
WASHINGTON COUNTIES

Rates	Fringes
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CEMENT MASON.....\$ 28.10	18.07
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PLAS0908-001 05/01/2017

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL,  
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY,  
SCOTT, STODDARD, AND WAYNE COUNTIES

Rates	Fringes
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CEMENT MASON.....\$ 27.60	15.73
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PLAS0908-005 05/01/2017

BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS,  
GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER,  
MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

Rates	Fringes
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CEMENT MASON.....\$ 27.60	15.73
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PLUM0008-003 06/01/2019

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

Rates	Fringes
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Plumbers.....\$ 47.14	21.39
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PLUM0008-017 06/01/2019

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY,  
ST. CLAIR, SALINE AND VERNON COUNTIES

## Rates Fringes

Plumbers.....	\$ 47.14	21.39
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PLUM0045-003 08/01/2019

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

## Rates Fringes

Plumbers and Pipefitters.....	\$ 37.75	23.65
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PLUM0178-003 11/01/2019

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND WRIGHT COUNTIES

## Rates Fringes

Plumbers and Pipefitters.....	\$ 31.75	15.12
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PLUM0178-006 11/01/2019

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

## Rates Fringes

Plumbers and Pipefitters

Projects \$750,000 & under....	\$ 27.93	15.35
Projects over \$750,000.....	\$ 31.75	15.12

PLUM0533-004 06/01/2019

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES

## Rates Fringes

Pipefitters.....	\$ 46.68	22.55
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PLUM0562-004 07/01/2019

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAMDEN, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES.

## Rates Fringes

Plumbers and Pipefitters

Mechanical Contracts

including all piping and

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temperature control work	
\$7.0 million & under.....	\$ 40.41
Mechanical Contracts	
including all piping and	
temperature control work	
over \$7.0 million.....	\$ 41.85
	21.49
	27.85

PLUM0562-016 07/01/2019

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City and County), WARREN and WASHINGTON COUNTIES

Rates	Fringes
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Plumbers

Mechanical Contracts	
including all piping and	
temperature control work	
\$7.0 million & under.....	\$ 40.41
Mechanical Contracts	
including all piping and	
temperature control work	
over \$7.0 million.....	\$ 41.85
	21.49
	27.85

TEAM0013-001 05/01/2019

Rates	Fringes
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Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)

GROUP 1.....	\$ 30.34	13.75
GROUP 2.....	\$ 30.49	13.75
GROUP 3.....	\$ 30.61	13.75
GROUP 4.....	\$ 30.50	13.75

Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)

GROUP 1.....	\$ 31.07	13.75
GROUP 2.....	\$ 31.22	13.75
GROUP 3.....	\$ 31.34	13.75
GROUP 4.....	\$ 31.23	13.75

Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)

GROUP 1.....	\$ 33.43	13.75
GROUP 2.....	\$ 33.58	13.75
GROUP 3.....	\$ 33.65	13.75
GROUP 4.....	\$ 33.54	13.75

Truck drivers (LINCOLN and

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## WARREN COUNTIES)

GROUP 1.....	\$ 32.08	13.75
GROUP 2.....	\$ 33.23	13.75
GROUP 3.....	\$ 32.30	13.75
GROUP 4.....	\$ 32.19	13.75

## TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon, Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel Trucks; Distributor Drivers and Operators; Tank Wagon, Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks, Speedace, Euclids and other similar equipment; A-Frame and Derrick Trucks; Float or Low Boy

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TEAM0056-001 05/01/2019

Rates	Fringes
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Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)

GROUP 1.....	\$ 30.77	13.75
GROUP 2.....	\$ 30.92	13.75
GROUP 3.....	\$ 31.04	13.75
GROUP 4.....	\$ 30.93	13.75

Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)

GROUP 1.....	\$ 30.04	13.75
GROUP 2.....	\$ 30.19	13.75
GROUP 3.....	\$ 30.31	13.75
GROUP 4.....	\$ 30.20	13.75

Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)

GROUP 1.....	\$ 31.98	13.75
GROUP 2.....	\$ 32.13	13.75
GROUP 3.....	\$ 32.20	13.75
GROUP 4.....	\$ 32.09	13.75

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## TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

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TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

Rates	Fringes
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Truck drivers:

Traffic Control Service	
Driver.....\$ 20.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

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TEAM0541-001 04/01/2019

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates	Fringes
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Truck drivers:

GROUP 1.....\$ 33.01	15.75
GROUP 2.....\$ 32.44	15.75
GROUP 3.....\$ 31.92	15.75

## TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom truck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

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TEAM0682-002 05/01/2017

## ST LOUIS CITY AND COUNTY

Rates Fringes

## Truck drivers:

GROUP 1.....	\$ 33.30	13.79+a+b+c+d
GROUP 2.....	\$ 33.50	13.79+a+b+c+d
GROUP 3.....	\$ 33.60	13.79+a+b+c+d

a. PENSION: 5/1/2012 - \$182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

## TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

## FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all

rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request

review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"