

PROJECT SPECIFICATIONS FOR:
HILLSBORO HOUSE SPRINGS RD BRIDGE
OVER TRIB. TO BELEW CREEK

PW20139BRG



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



APPROVED FOR CONSTRUCTION

BY:

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

DATE: 4-15-2020

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BID NOTICE

Sealed bids for HILLSBORO HOUSE SPRINGS RD BRIDGE OVER TRIB. TO BELEW CREEK PW20139BRG 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, May 19th, 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 removal and replacement of the bridge structure and associated roadway approaches on Doc Sargent Road. The work in general will consist of removal of existing structure, new bridge abutments, Prestressed Concrete I Girders, concrete deck panels, reinforced concrete decking, guardrail installation, and rock blanket installation. The project length is 165'.

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 Sixty (60) 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, April 24th, 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 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 State of Missouri's Annual Wage Order that is currently in effect at least 10 calendar days prior to bid opening.

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 consistent with county policy and codes and ordinances.

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

BID SUBMITTAL

HILLSBORO HOUSE SPRINGS RD BRIDGE OVER TRIB. TO BELEW CREEK

PROJECT NUMBER: PW20139BRG

FUNDING SOURCE: ROAD/BRIDGE

ROUTE: Hillsboro House Springs Road

PROJECT MANAGER: BRIAN DUGAN

STRUCTURE NO.: 0139-40334

636.797.6080

BDUGAN@JEFFCOMO.ORG

BID SUBMITTAL DEADLINE:

May 19th, 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 the 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: HILLSBORO HOUSE SPRINGS RD BRIDGE OVER TRIB. TO BELEW CREEK

PROJECT NO.: PW20139BRG

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: May 19th, 2020 2:00PM(CDT)

ENGINEER'S ESTIMATE: \$366,000

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

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 and signed.
 - ☐ this space intentionally left blank
 - ☐ this space intentionally left blank
 - ☐ this space intentionally left blank
 - ☐ this space intentionally left blank
 - ☐ 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.

☐ this space intentionally left blank for non-federal jobs

- | | | |
|------------------|---|---|
| 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:

BRIAN DUGAN

636.797.6080

BDUGAN@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 May 19th, 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 removal and replacement of the bridge structure and associated roadway approaches on Doc Sargent Road. The work in general will consist of removal of existing structure, new bridge abutments, Prestressed Concrete I Girders, concrete deck panels, reinforced concrete decking, guardrail installation, and rock blanket installation. The project length is 165'.

- (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 project 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. 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:
- Copy of any subcontracts, if requested
 - Certification by proposed subcontractor regarding equal employment opportunity
 - Certification by proposed subcontractor concerning labor standards and prevailing wage requirements;
 - 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.
 - 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.
 - Affidavit of Federal Employment Authorization to be completed and turned in by proposed subcontractors.
 - 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:
- Sixty (60) 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: \$ 700.00 or Seven 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 ensure 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) **PREVAILING WAGE:** This contract requires payment of 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. For work performed anywhere within this contract, the contractor, and their subcontractors, shall pay their employees the applicable state wages as detailed in the Missouri "Annual Wage Order" that is included within these specifications. 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 **PREVAILING WAGE:** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required 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.
- (16) **MISSOURI DOMESTIC PROCUREMENT ACT:** Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and Jefferson County, Missouri. Bidder shall include proof of compliance with the Act with the bid, when requested.
- (17) **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.
- (18) **ADDENDUM ACKNOWLEDGEMENT:** An addendum, if issued, will be posted on the County's website (Jeffco.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"
- (19) **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

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

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.

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE _____

(20) 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.

(21) 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.

(22) 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.

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

Per Section 130.060; Part A(3) of the Jefferson County Code of Ordinances, the County Council reserves the right to give preference and award the contract to a contractor based within Jefferson County when the difference in the delivered price is negligible. The Department of Public Works define the term 'negligible' in this section of the Code of Ordinance to mean less than a one-percent (1%) difference in the total bidding price. 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 four 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.

(24) 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.

(25) 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 1st 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: HILLSBORO HOUSE SPRINGS RD BRIDGE OVER TRIB. TO BELEW CREEK

PROJECT NO. : PW20139BRG

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)

BID ITEMS:**HILLSBORO HOUSE SPRINGS ROAD OVER TRIBUTARY TO BELEW CREEK - PW21039BRG****ROADWAY ITEMS:**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
2013000	Clearing & Grubbing	ACRE	0.2		
2022010	Removal of Improvements	LS	1		
2031000	Class A Excavation	CUYD	466		
2036000	Compacting Embankment	CUYD	103		
3040143	Type 1 Aggregate for Base (4" Thick)	SQYD	255		
4011209	Bituminous Pavement Mixture Surface (BP-1)	TON	28		
4013000	Bituminous Pavement Mixture (Base)	TON	112		
4071005	Tack Coat	GAL	10		
6062100	Bridge Anchor Section (Curb Type)	EA	4		
6062303	Asymmetrical Transition Section, 6.5 Ft. Post	EA	4		
6063015	Type A Crashworthy End Terminal	EA	4		
6113020	Furnishing Type 2 Rock Blanket	CUYD	200		
6113040	Placing Type 2 Rock Blanket	CUYD	200		
6161005	Construction Signs	SQFT	189		
6161030	Type III Moveable Barricade	EA	8		
6161052	Warning Light, Type B	EA	12		
6161098A	Changeable message sign, W/O Interface Contr. Furn & Contr. Retained.	EA	2		
6181000	Mobilization	LS	1		
6274000	Contractor Furnished Surveying and Staking	LS	1		
8061019	Silt Fence	LF	353		
8061050	Type C Berm	LF	144		

ROADWAY ITEMS =

BRIDGE ITEMS:

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
2061000	Class 1 Excavation	CUYD	160		
2160500	Removal of Bridges	LS	1		
5031011A	Bridge Approach Slab (Minor Road)	SQYD	138		
7021210	Galvanized Structural Steel Piles (10 in)	LF	165		
7026000	Pre-Bore for Piling	LF	147		
7027000	Pile Point Reinforcement	Each	10		
7032003	Class B Concrete (SubStructure)	CUYD	29.2		
7034213	Slab on Concrete I-Girder	SQYD	192		
7034215	Safety Barrier Curb	LF	143		
7056000	Type 2 (32") Prestressed Concrete I-Girder	LF	255		
7123301	Steel Intermediate Diaphragm for P/S Concrete Girders	EA	4		
7151001	Vertical Drain at End Bents	EA	2		
7161003	Laminated Neoprene Bearing Pad Assembly (Tapered)	EA	10		

BRIDGE ITEMS =

STRIPING ITEMS:					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
6206000C	4" White Acrylic Waterborne Pavement Marking Paint. Type P Beads	LF	325		
6206001C	4" YellowAcrylic Waterborne Pavement Marking Paint, Type P Beads	LF	325		
STRIPING ITEMS =					

LANDSCAPING ITEMS:					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
8051000A	Seeding	ACRE	0.2		
LANDSCAPING ITEMS =					

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 extensions of time granted by the engineer:

TIME PERIOD: Sixty (60) Working Days

LIQUIDATED DAMAGES: \$ 700.00 or Seven 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 _____)
) SS.
COUNTY OF _____)

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

My commission expires _____ 20____

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF _____)
) ss
COUNTY OF _____)

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 through 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

Public Notary

My commission expires:

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

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
HILLSBORO HOUSE SPRINGS RD BRIDGE OVER TRIB. TO BELEW CREEK, Project No. **PW20139BRG**

The proposed work includes:

The proposed work includes: The removal and replacement of the bridge structure and associated roadway approaches on Doc Sargent Road. The work in general will consist of removal of existing structure, new bridge abutments, Prestressed Concrete I Girders, concrete deck panels, reinforced concrete decking, guardrail installation, and rock blanket installation. The project length is 165'.

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 _____ Sixty(60) _____ 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 extensions of time granted by the engineer:

LIQUIDATED DAMAGES: \$ 700.00 or Seven 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

BID ITEMS:**HILLSBORO HOUSE SPRINGS ROAD OVER TRIBUTARY TO BELEW CREEK - PW21039BRG****ROADWAY ITEMS:**

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
2013000	Clearing & Grubbing	ACRE	0.2		
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3040143	Type 1 Aggregate for Base (4" Thick)	SQYD	255		
4011209	Bituminous Pavement Mixture Surface (BP-1)	TON	28		
4013000	Bituminous Pavement Mixture (Base)	TON	112		
4071005	Tack Coat	GAL	10		
6062100	Bridge Anchor Section (Curb Type)	EA	4		
6062303	Asymmetrical Transition Section, 6.5 Ft. Post	EA	4		
6063015	Type A Crashworthy End Terminal	EA	4		
6113020	Furnishing Type 2 Rock Blanket	CUYD	200		
6113040	Placing Type 2 Rock Blanket	CUYD	200		
6161005	Construction Signs	SQFT	189		
6161030	Type III Moveable Barricade	EA	8		
6161052	Warning Light, Type B	EA	12		
6161098A	Changeable message sign, W/O Interface Contr. Furn & Contr. Retained.	EA	2		
6181000	Mobilization	LS	1		
6274000	Contractor Furnished Surveying and Staking	LS	1		
8061019	Silt Fence	LF	353		
8061050	Type C Berm	LF	144		

ROADWAY ITEMS =

BRIDGE ITEMS:

ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
2061000	Class 1 Excavation	CUYD	160		
2160500	Removal of Bridges	LS	1		
5031011A	Bridge Approach Slab (Minor Road)	SQYD	138		
7021210	Galvanized Structural Steel Piles (10 in)	LF	165		
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7027000	Pile Point Reinforcement	Each	10		
7032003	Class B Concrete (SubStructure)	CUYD	29.2		
7034213	Slab on Concrete I-Girder	SQYD	192		
7034215	Safety Barrier Curb	LF	143		
7056000	Type 2 (32") Prestressed Concrete I-Girder	LF	255		
7123301	Steel Intermediate Diaphragm for P/S Concrete Girders	EA	4		
7151001	Vertical Drain at End Bents	EA	2		
7161003	Laminated Neoprene Bearing Pad Assembly (Tapered)	EA	10		

BRIDGE ITEMS =

STRIPING ITEMS:					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
6206000C	4" White Acrylic Waterborne Pavement Marking Paint. Type P Beads	LF	325		
6206001C	4" YellowAcrylic Waterborne Pavement Marking Paint, Type P Beads	LF	325		
STRIPING ITEMS =					

LANDSCAPING ITEMS:					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	\$ AMOUNT
8051000A	Seeding	ACRE	0.2		
LANDSCAPING ITEMS =					

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:
HILLSBORO HOUSE SPRINGS RD BRIDGE OVER TRIB. TO BELEW CREEK, Project No.: **PW20139BRG**
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 _____

_____ of _____
(firm)

*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.jeffcomo.org/PublicWorksProjects.aspx?nodeID=Purchasing>). The Contractor will be responsible for reproducing the plans necessary to carry out all the work.

In case of discrepancy in the plans, the matter shall be immediately submitted to the Consultant or Owner without whose decision said discrepancy shall not be adjusted by the Contractor, save only at his own risk and expense.

- 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.

Before award, the lowest bidder shall prove that delinquent property taxes are not owed to Jefferson County, MO, by submitting receipt of payment for last 3 years, or a notarized affidavit, on company letterhead, stating that the bidder does not own any real estate or personal property in Jefferson County.

Past receipts can be obtained from <http://jeffersonmo.devnetwedge.com>. The engineer may require proof that any or all tax liabilities of the contractor are not in a state of delinquency.

- 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:**

The Contractor shall guarantee the quality and craftsmanship of all work performed and materials installed for a period of no less than One (1) year following the date of contract termination. After contract termination, the Contractor shall be exempt from this guarantee for all instances of damages by other persons or acts of god. Routine warranties or guarantees provided by a manufacturer are valid.

- 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 contract. 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)

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 engineer reserves the right to, at any time, enact payment retainage, up to 10% of each line item. Any additional retainage shall be as stated in General Provision 35.

- 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 of 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 or 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 Aggregate	92.0-96.5 %	Asphalt Binder	3.5-8.0 %
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Delete Section 402.9 - in its entirety.

SECTION 403 ASPHALTIC CONCRETE PAVEMENT

Delete Section 403.4.1 – in its entirety.

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

JOB SPECIAL PROVISIONS

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A handwritten signature in blue ink, appearing to read "Stephen Alsbury", written over a horizontal line.

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
Utility Name	Known Required Adjustment
AT&T	Facilities are buried and mounted to the structure. AT&T will coordinate relocation.
Ameren U.E.	Ameren will move power poles and lines along the project corridor clear of the proposed work (If Required)

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 it's 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	Jefferson County Sherriff Office
636-797-9999	636-797-5000
Troop C	

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 Hillsboro House Springs Road at locations approved by the engineer. One sign shall be provided for each direction of Hillsboro House Springs Road and shall be operating at least two weeks prior to the closure of Hillsboro House Springs 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.

<i>Standard No.</i>	<i>Drawing Title</i>
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
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.

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/wetlandsfws.er.usgs.gov/wetlands/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 for 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.

L. 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 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.

M. INSPECTION WAIVER

This is not a bid item.

The County requires inspection of materials and products and requires certifications from the manufactures 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)

N. 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.

O. 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 - Strength-	60 psi Minimum	ASTM D-1621 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.

P. 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.

Q. 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.

ENVIRONMENTAL/CULTURAL PERMITS, LAND DISTURBANCE PERMIT(s), APPROVAL LETTERS, RAILROADS, ETC.

The following permits have been acquired and are included herein:

1. Section 106 Review
2. Corps of Engineers 404 Permit
3. MoDNR 401 Permit
4. Threatened and Endangered Species
5. Jefferson County Floodplain Developmental Permit (will be available to winning bidder)

CULTURAL RESOURCE ASSESSMENT
Section 106 Review

CONTACT PERSON/ADDRESS

C:

Jefferson County Dept. of Public Works
Attn: Brian Dugan
P.O. Box 100
Hillsboro, MO 63050

PROJECT:

Hillsboro House Springs Road over tributary to Belew Creek

FEDERAL AGENCY

COE

COUNTY:

Jefferson

The State Historic Preservation Office has reviewed the information submitted on the above referenced project. Based on this review, we have made the following determination:

☐

After review of initial submission, the project area has a low potential for the occurrence of cultural resources. A cultural resource survey, therefore, is not warranted.

☒

Adequate documentation has been provided (36 CFR Section 800.11). There will be "no historic properties affected" by the current project.

☐

An adequate cultural resource survey of the project area has been previously conducted. It has been determined that for the proposed undertaking there will be "no historic properties affected".

For the above checked reason, the State Historic Preservation Office has no objection to the initiation of project activities. PLEASE BE ADVISED THAT, IF THE CURRENT PROJECT AREA OR SCOPE OF WORK ARE CHANGED, A BORROW AREA IS INCLUDED IN THE PROJECT, OR CULTURAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, APPROPRIATE INFORMATION MUST BE PROVIDED TO THIS OFFICE FOR FURTHER REVIEW AND COMMENT. Please retain this documentation as evidence of compliance with Section 106 of the National Historic Preservation Act, as amended.

By:

Toni M. Prawl

Toni M. Prawl, Ph.D., Deputy State Historic Preservation Officer

October 7, 2019

Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES
STATE HISTORIC PRESERVATION OFFICE
P.O. Box 176, Jefferson City, Missouri 65102
For additional information, please contact Amy Rubingh, (573) 751-4589.
Please be sure to refer to the project number: **040-JE-19**



REPLY TO
ATTENTION OF:

DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, ST. LOUIS DISTRICT
1222 SPRUCE STREET
ST. LOUIS, MISSOURI 63103-2833

October 23, 2019

Regulatory Branch
File Number: MVS-2019-520

Mr. Chris Ehlen
Public Works Department
Jefferson County, Missouri
P.O. Box 100
Hillsboro, Missouri 63050

Dear Mr. Ehlen:

We have reviewed your complete application, submitted on your behalf by ABNA, regarding the project known as *Bridge Replacement Hillsboro House Springs Road Tributary to Belevs Creek*. The proposed project includes the replacement of the existing concrete bottom box culvert crossing with a large 50' wide span bridge that will significantly increase flow passage at the crossing. The existing culvert will be removed and the approaching roadways excavated to accommodate the large span. Protective stone revetment will be placed along the bridge approaches. The project is located at 38.306139°, -90.568472° within Section 10, Township 41 North, Range 4 East in Jefferson County, Missouri. The tributary flows to Belevs Creek, a tertiary tributary to the Mississippi River, a navigable waterway.

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.

The Missouri Department of Natural Resources Water Protection Program (MDNR/WPP) has conditionally issued general Section 401 Water Quality Certification for all nationwide permits issued to the Missouri Department of Transportation. These conditions are part of the Corps permit. If you have any questions regarding the Water Quality Certification conditions, you may call Mr. Mike Irwin, MDNR/WPP, at (573) 522-1131.

This determination is applicable only to the permit program administered by the Corps of Engineers. It does not eliminate the need to obtain other federal, state or local approvals before beginning work. This permit verification does not convey property rights, nor authorize any injury to property or invasion of other rights.

You are reminded that the permit is based on submitted plans. Variations from these plans shall constitute a violation of Federal law and may result in the revocation of the permit. If this nationwide permit is modified, reissued, or revoked during this period, the provisions described at 33 CFR 330.6(b) will apply.

If you have any questions, please contact Samantha Hollenberg at (314) 331-8186. Please refer to file number **MVS-2019-520**. The St. Louis District Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete the Customer Service Survey found on our web site at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey

Sincerely,



Chad LaMontagne
Project Manager
Regulatory Branch

Attachments & Enclosures

Copy Furnished: (electronically w/ enclosures)
Mr. Stephen Alsbury, ABNA

Copy Furnished: (electronically w/o enclosures)
Mr. Mike Irwin, MDNR-Water Protection Program
Mr. Gabriel DuPree, U.S. Environmental Protection Agency
Ms. Amy Rubingh, MDNR-State Historic Preservation Office
Mr. Matt Vitello, Missouri Department of Conservation
Ms. Vona Kuczynska, U.S. Fish & Wildlife Service

ATTACHMENT A

COMPLETED WORK CERTIFICATION

Date of Issuance: October 23, 2019

File Number: MVS-2019-520

Name of Permittee: Jefferson County Public Works Department – Mr. Chris Ehlen

Name of Project: Bridge Replacement Hillsboro House Springs Road Tributary to Belews Creek

Project Location: Section 10, Township 41 North, Range 4 East

River Basin/County/State: Upper Mississippi-Meramec / Jefferson County / Missouri

Project Manager: S. Hollenberg

Upon completion of this activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

U.S. Army Corps of Engineers
Attn: Regulatory Branch (OD-F)
1222 Spruce Street
St. Louis, Missouri 63103-2833

(Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification or revocation.)

I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

Signature of Permittee

Date



2017 Nationwide Permit Summary

U.S Army Corps
Of Engineers
St. Louis District

Issued: March 19, 2017

Expires: March 18, 2022

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

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 NWP 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 NWP.

(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 103 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 33 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-Fed 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 (ACHP), 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 ACHP 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 NWP 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 $1\frac{1}{3}$ -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."

(Transferee)

(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 compensatory 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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STATE OF 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:

<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll11/id/2654>

- 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: <https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll11/id/2656>

- 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:

<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll11/id/2655> 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

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:

<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll11/id/2652>

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:

<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll11/id/2657>

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

<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll7/id/7726>. 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.



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
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In Reply Refer To:

August 29, 2019

Consultation Code: 03E14000-2019-SLI-2852

Event Code: 03E14000-2019-E-06563

Project Name: Hillsboro-House Springs over Tributary to Belew Creek

Subject: 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-2852

Event Code: 03E14000-2019-E-06563

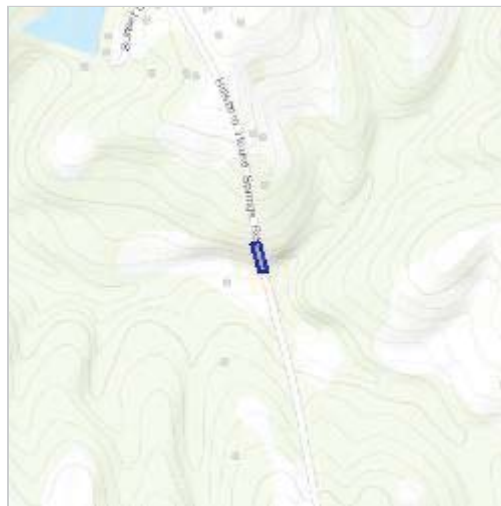
Project Name: Hillsboro-House Springs over Tributary to Belew Creek

Project Type: BRIDGE CONSTRUCTION / MAINTENANCE

Project Description: Bridge replacement on existing alignment 60' long 32' wide single span
Winter - Spring 2020

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/38.30643338000246N90.56859454516726W>



Counties: Jefferson, MO

Endangered Species Act Species

There is a total of 6 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, 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.

-
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: https://ecos.fws.gov/ecp/species/6329	Endangered
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. Your location is outside the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	

Clams

NAME	STATUS
Scaleshell Mussel <i>Leptodea leptodon</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/5881	Endangered
Sheepnose Mussel <i>Plethobasus cyphus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6903	Endangered
Spectaclecase (mussel) <i>Cumberlandia monodonta</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/7867	Endangered

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

- [R4SBC](#)

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		
Painter		\$48.30
Plumber		\$67.39
Pipe Fitter		
Roofer		\$50.68
Sheet Metal Worker		\$66.30
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		
Operating Engineer		\$61.65
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.