

PROJECT SPECIFICATIONS  
FOR  
IMPERIAL MAIN STREET IMPROVEMENTS  
STP-5403 (662)



County of Jefferson, Missouri  
P.O. BOX 100  
HILLSBORO, MO 63050  
May 15th, 2018

**REQUEST FOR BID**

FOR CONSTRUCTING:  
Reconstruction of Imperial Main Street from Old State Road to  
approximately 350' East of US Rte. 61/67 on River Street.  
In Jefferson County, Missouri

APPROVED FOR CONSTRUCTION

BY:

(County Engineer)

DATE: 4/17/2018



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## BID NOTICE

Sealed bids for **IMPERIAL MAIN STREET IMPROVEMENTS STP-5403 (662)** 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. (**CDST**) on **May 15th, 2018**, 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 via fax or electronic will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened.

A **Pre-Bid Conference** will be held on **Wednesday, May 2nd, 2018, at 1:00 PM**, to address questions and concerns regarding the bid specifications and bid documents and view the site if necessary. Attendance of the pre-bid conference is strongly encouraged but not mandatory. Meeting Place: 2<sup>nd</sup> Floor Training Conference Room #206, Jefferson County Annex Building, 725 Maple Street, Hillsboro, MO.

The proposed work includes:

Imperial Main Street will be reconstructed from Old State Road to approximately 350' East of US Rte. 61/67 on River Street. A list of improvements includes but not limited to are: New pavement (either Asphalt or Concrete), new concrete sidewalks and curb ramps throughout the Imperial Main Street Corridor, new crosswalks, new concrete curb and gutters, improved closed drainage systems, a varying concrete "buffer", LED street scape light fixtures, a new aligned intersection with new signal equipment along with new signal equipment at the Rail Road Tracks, along with new pavement striping. The total project length is approximately 1445 feet in length.

Work shall be in accordance with the provided Specifications, and Job Special Provisions and Plans. Where not specifically covered by the Specifications, or Job Special Provisions or Plans, the Contractor shall adhere to the **2017** Edition of the "Missouri Standard Specifications for Highway Construction", and all supplemental revisions.

Plans and specifications for this project will be available, at no cost, as a downloadable file from the Jefferson County website (<http://www.jeffcomo.org/PublicWorksProjects.aspx?nodeID=Purchasing>), beginning Friday, April 20<sup>th</sup>, 2018. The bidder will be responsible to check the County's website for addendum(s) regarding this project prior to bid opening. All potential bidders must complete the "Plan Holder Contact Information" form and submit this form to Public Works at [pwprojects@jeffcomo.org](mailto:pwprojects@jeffcomo.org) and request placement on the bidder's list.

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

The County of Jefferson, 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, **2017** Edition including all revisions. **The contractor questionnaire must be on file 7 days prior to bid opening.**

Contractors and sub-contractors who sign a contract to work on public works project must provide a 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 certified or cashier's check or a 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. The County of Jefferson, Missouri reserves the right to reject any or all bids, to waive any informality in the bids received, and to award the contract to the lowest, responsive, responsible bidder with MoDOT concurrence.

The DBE Goal for this project is **12%**. On the Job Training Requirements is **0** hours as trainee goal.

No 2<sup>nd</sup> tier subcontracting will be allowed on this project.

## BID SUBMITTAL PACKAGE



### JEFFERSON COUNTY, MISSOURI DEPARTMENT OF PUBLIC WORKS

**PROJECT NAME: IMPERIAL MAIN STREET IMPROVEMENTS**

**PROJECT NUMBER: STP-5403 (662)**

**BID OPENING DATE: May 15th, 2018 @ 2:00 o'clock P.M. (CDST)**

Funding Source: Federal Highway Administration Surface Transportation Project (STP)

County Project Manager: J.R. Hamilton (636)797-6126 [jhamilton@jeffcomo.org](mailto:jhamilton@jeffcomo.org)

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

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

The County 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:	IMPERIAL MAIN STREET IMPROVEMENTS STP-5403 (662)
Plans & Specifications:	<b>\$0.00 AVAILABLE ONLINE</b>
Bid Opening Date:	May 15th, 2018
Estimate:	\$1,250,000.00

Company Name\*:

Contact Name\*:

Address\*:

Phone\*:

Email\*:

\*required information

Email this completed form to:

[pwprojects@jeffcomo.org](mailto:pwprojects@jeffcomo.org)

## BIDDER CHECKLIST

- 1. 3 collated copies of all of the following documents encompass a complete bid submittal
  - 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 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) Disadvantaged Business Enterprise (DBE) Identification (within 3 days of bid opening)
  - i) Certification Regarding Anti-collusion (see notice 12)
  - j) Certification Regarding Use of Contract Funds for Lobbying (see notice 12)
  - k) Certification Regarding Debarment and Suspension (see notice 12)
  - l) Certification Regarding Affirmative Action and Equal Opportunity (see notice 12)
  - m) Bid to be submitted in ink with proper signatures with no white out or initialed changes
  - n) Enclose Certificate of Insurance
- 2. 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 highway and bridge projects)
- 3. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE form. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- 4. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to County of Jefferson, Missouri. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**
- 5. Please read all items in the bidding document carefully. For paper bids, complete all items in **ink** or by **typing** in the information.
- 6. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- 7. For paper bids, submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- 8. For paper bids, staple addenda (if applicable) to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.
- 9. Common Mistakes:
  - a) Not signing the bid
  - b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
  - c) Not providing a bid bond
  - d) Using a different bid bond form than the one provided
  - e) Using pencil to fill out the bid
  - f) Using white out to make corrections to the itemized bid sheets
  - g) Not initialing changes made
  - h) Not providing an insurance certificate

All questions concerning the bid document preparation can be directed to the Jefferson County Public Works Department at 636-797-6126. Project specific questions can be directed to J.R. Hamilton – Jefferson County Public Works.

**Special Needs:** If you have special needs addressed by the Americans with Disabilities Act, please notify Jefferson County Public Works Department, at 636-797-6126 or through 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. (CDST) on May 15th, 2018, 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.

This project has Federal Funding so the following terms apply:

- 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.
- Only work performed by DBE subcontractors that appear on MoDOT's approved listing at the time of the bid opening will be applied towards calculating the DBE Goal.
- All prospective bidders shall read and have an understanding of the DBE Contract Provisions. The low bidder and the second low bidder shall submit the DBE Submittal forms within three working days after the letting date. Failure to do so may be cause for rejection of the bid. No extension of time will be allowed for any reason and failure to deliver the completed DBE Submittal forms by 4:00 p.m. on the third working day after the letting will be cause for rejection of the low bid and the proposed guaranty will become the property of the Owner.
- MoDOT 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:**

Imperial Main Street will be reconstructed from Old State Road to approximately 350' East of 61/67 on River Street. A list of improvements includes but not limited to are: New pavement (either Asphalt or Concrete), new concrete sidewalks and curb ramps throughout the Imperial Main Street Corridor, new crosswalks, new concrete curb and gutters, improved closed drainage systems, a varying concrete "buffer", LED street scape light fixtures, a new aligned intersection with new signal equipment along with new signal equipment at the Rail Road Tracks, along with new pavement striping. The total project length is approximately 1445 feet in length.

**(2) PLANS AND SPECIFICATIONS:** Plans (if applicable) and specifications for this project are available through the Jefferson County, Missouri Government website (Jeffcomo.org) under the "Invitation for Bids/Request for Proposals" tab in the "Quick Links" box in the upper right corner of the homepage. It is the bidder's responsibility to obtain these documents from the provided source, including copies for use in construction if awarded the project. Paper copies of any documents will require advance notice and are subject to administrative fees for labor and material costs, similar to that of a "Freedom of Information Act" request. Plans, specifications, and any other project documents are made available only for the purposes of obtaining bids, and as a resource to the awarded contractor. These documents do not confer a license or grant for any other use.

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

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

**(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, 2017," and "Missouri Standard Plans for Highway Construction, 2017" and Supplemental Revisions (if applicable), their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted. 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 following documents are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications  
Supplemental Plans to 2017 Missouri Std. Plans For Highway Construction (if applicable)

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "County of Jefferson", and the term "Engineer" is a reference to the County Director of Public Works/Highway Engineer.

The contracting authority for this contract is Jefferson County 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.

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

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

The documents by proposed subcontractors are not required to be attached to the Contractor's Bid.

**(7) SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

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

**(8) SALES AND USE TAX EXEMPTION:** County of Jefferson, 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 and 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: See JSP "B" for details on Final Completion Date.

**Final Completion Date of May 31st, 2019**

**(10) LIQUIDATED 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 per day: **\$1,100.00**

**(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 below 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 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 when 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 Security of other Bidders will be returned within seven days of the Bid opening.

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

**(13) SUBSTITUTE MATERIALS, EQUIPMENT, AND VALUE ENGINEERING:** The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by a Contractor, it must first be approved to be acceptable by the county. Proposals to alter the project design or specifications, otherwise known as "Value Engineering" must also be proposed, submitted, 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" or with any issued addendum during the bidding phase.

**(14) 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.

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

**(15) BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<http://www.fhwa.dot.gov/programadmin/contracts/b-amquc.cfm>

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

**(17) PREVAILING WAGE (FEDERAL AND STATE):** This contract requires the payment of no less than the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 24", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

**(18) 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:

[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

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

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

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

**(19) ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure 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.

**(20) 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.

**(21) TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be **0 slots** at 1000 hours per slot or **0 hours**.

**(22) ADDENDUM ACKNOWLEDGEMENT:** An addendum, if issued, will be posted on the County's website (Jeffcomo.org in same location as these specifications), and will be emailed to the provided contact on the "Plan Holder Information Request" form. Bidder must submit the plan holder form with a valid contact to receive any addenda. 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 contact information leading to the failure to be aware of any contract modifications. The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

No Addenda  I have checked the County's website for addenda and acknowledge there are no addenda

Addenda  I have checked the County's website for addenda and acknowledge the contract modifications

(THIS SPACE INTENTIONALLY LEFT BLANK)

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

**(23) 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 venturer (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.

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

**(24) 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 Bid, that Bidder may withdraw his bid. Thereafter, that Bidder will be disqualified from further bidding on the Work.

**(25) OPENING OF BIDS:** Bids will be opened publicly. All Bids shall remain open for sixty days after the day of the Bid opening, but 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 and all informalities, and the right to reject non-responsive bids with MoDOT concurrence. In evaluating Bids, the County shall require Bidders to be on MoDOT's approved contractor listing at least 7 days before the day of the bid opening, and consider 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.

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

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

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

When the County gives a Notice of Award to the Successful Bidder, it will be accompanied by at least 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.

**(27) 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, resulting in a cancellation of the award to that bidder, disqualifies 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.

(THIS SPACE INTENTIONALLY LEFT BLANK)

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

**(28) ITEMIZED BID:** Bid Forms must be completed in ink or by typewriter. The Bidder shall indicate, in 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 contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

The address, phone number, and email to which communications regarding the Bid are to be directed must be shown.

**Bids shall be submitted, in triplicate**, at time and place indicated in the Invitation to Bid and shall be included in an opaque sealed envelope, marked with the Project title and name and address of the Bidder and accompanied by the other required documents.

If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "**BID ENCLOSED**" on the face thereof

Failure to submit the following required documents prior to the bid opening will make the bid non-responsive and not eligible for award consideration:

- 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 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. Disadvantaged Business Enterprise (DBE) Identification (within 3 days of bid opening)
- i. Certification Regarding Anti-collusion (see notice 12 above)
- j. Certification Regarding Use of Contract Funds for Lobbying (see notice 12 above)
- k. Certification Regarding Debarment and Suspension (see notice 12 above)
- l. Certification Regarding Affirmative Action and Equal Opportunity (see notice 12 above)
- m. Bid to be submitted in ink with proper signatures with no white out or initialed changes
- n. Enclose Certificate of Insurance

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

The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of 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: IMPERIAL MAIN STREET IMPROVEMENTS  
FEDERAL PROJECT NO. STP-5403 (662)

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. Bidder will complete 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 Public Works Department 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:

(Enter Unit Prices Beginning on Next Sheet Below)

IMPERIAL MAIN STREET - BID FORM					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY ITEMS					
2013000	CLEARING AND GRUBBING	ACRES	0.3	\$	\$
2022010	REMOVAL OF IMPROVEMENTS	L.S.	1	\$	\$
2031000	CLASS A EXCAVATION	C.Y.	4917	\$	\$
2036000	COMPACTING EMBANKMENT	C.Y.	41	\$	\$
3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	395	\$	\$
3040506	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	S.Y.	8284	\$	\$
3101002	GRAVEL (A)	S.Y.	149	\$	\$
4011209	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-1)	TONS	263.0	\$	\$
4013000	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TONS	1015.3	\$	\$
4019905	OPTIONAL PAVEMENT	S.Y.	4429.7	\$	\$
4071005	TACK COAT	GAL	230	\$	\$
5021107	CONCRETE PAVEMENT (7 IN. NON-REINF)	S.Y.	837.2	\$	\$
5021107A	CONCRETE PAVEMENT (7 IN. NON-REINF) - EXPOSED AGGREGATE	S.Y.	86.6	\$	\$
5029905	STAMPED CONCRETE	S.Y.	265.9	\$	\$
6039902	ADJUST WATER VALVE TO GRADE	EACH	5	\$	\$
6039903	ADJUST WATER METER TO GRADE	EACH	3	\$	\$
6042010	ADJUSTING MANHOLE	EACH	1	\$	\$
6042020	ADJUST INLET TO GRADE	EACH	2	\$	\$
6044011	PIPE COLLAR, TYPE "A" (CONCRETE)	EACH	1	\$	\$
6083006	6 IN. CONCRETE MEDIAN STRIP	S.Y.	15	\$	\$
3040505	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	L.F.	970	\$	\$
6089902	WHEEL STOP	EACH	6	\$	\$
6091041	CONCRETE GUTTER TYPE A	L.F.	13	\$	\$
6091051	CURB AND GUTTER TYPE A	L.F.	1807	\$	\$
6092011	INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE A	L.F.	247	\$	\$
6092011A	INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE A - EXPOSED AGGREGATE	L.F.	78	\$	\$
6092021	INTEGRAL CURB (OVER 6 IN. HEIGHT) TYPE A	L.F.	101	\$	\$
6093010	ASPHALT CURB	L.F.	67	\$	\$
6141120	CURVED VANE GRATE AND FRAME (2 FT. x 2 FT. OR 600 MM x 600 MM)	L.F.	4	\$	\$
6143010	MANHOLE FRAME AND COVER, TYPE 1-A	EACH	1	\$	\$
6143012	MANHOLE FRAME AND COVER, TYPE 2	EACH	1	\$	\$
6149902	STEEL GRATE	EACH	2	\$	\$
6149902A	STEEL GRATE WITH SIDE INTAKE	EACH	2	\$	\$
6161005	CONSTRUCTION SIGNS	S.F.	546	\$	\$
6161009	FLAG ASSEMBLY	EACH	5	\$	\$
6161025	CHANNELIZER (TRIM LINE)	L.F.	36	\$	\$
6161030	TYPE III MOVEABLE BARRICADE	EACH	8	\$	\$
6161096	CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CONTRACTOR RETAINED	EACH	2	\$	\$
6181000	MOBILIZATION	L.S.	1	\$	\$
6214600A	FLOWABLE BACKFILL	C.Y.	25	\$	\$
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	L.S.	1	\$	\$
7119901	WATERPROOFING SYSTEMS AND ARCHITECTURAL PANELS	L.S.	1	\$	\$
7209903	MODULAR BLOCK RETAINING WALL	S.F.	276	\$	\$

7269903	12" CLASS V REINFORCED CONCRETE PIPE	L.F.	210	\$	\$
7269904	15" CLASS V REINFORCED CONCRETE PIPE	L.F.	95	\$	\$
7269905	14"x23" CLASS V REINFORCED HORIZONTAL ELLIPTICAL CONCRETE PIPE CULVERT	L.F.	4	\$	\$
7311022	PRECAST DROP INLET 2 FT X 2 FT	L.F.	9	\$	\$
7310048	PRECAST CONCRETE MANHOLE (48")	L.F.	5	\$	\$
8051000A	SEEDING - COOL SEASON MIXTURES	ACRES	0.2	\$	\$
8061016	SEDIMENT REMOVAL	C.Y.	3	\$	\$
8061017	TEMPORARY SEEDING AND MULCHING	ACRES	0.1	\$	\$
8061019	SILT FENCE	L.F.	286	\$	\$
8069903	INLET PROTECTION - FIBER ROLLS	L.F.	25	\$	\$
<b>SUBTOTAL ROADWAY ITEMS</b>					\$

NOTE: CONTRACTOR SHALL SPECIFY TYPE OF OPTIONAL PAVEMENT THEIR BID REFLECTS

**OPTIONAL PAVEMENT TYPE**

OPTION 1 -  PORTLAND CEMENT CONCRETE  
 OPTION 2 -  ASPHALTIC CONCRETE

<b>SIGNALS AND STRIPING ITEMS:</b>					
6200021	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	EACH	9	\$	\$
6200026	PREFORMED THERMOPLASTIC PAVEMENT MARKING, COMBINATION STR/LT/RT	EACH	4	\$	\$
6200033	PREFORMED THERMOPLASTIC PAVEMENT MARKING, R/R CROSSING MARKER	EACH	2	\$	\$
6205906A	12 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	L.F.	380	\$	\$
6206000C	4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	3210	\$	\$
6206001C	4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	2660	\$	\$
6206124A	24 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	270	\$	\$
6206176A	6 IN., WHITE ACRYLIC COPOLYMER FAST DRY PAVEMENT MARKING PAINT	L.F.	20	\$	\$
6207001	PAVEMENT MARKING REMOVAL	L.F.	110	\$	\$
6208077	4 IN YELLOW TEMPORARY PAVEMENT MARKING	L.F.	221	\$	\$
9020513	SIGNAL HEAD, TYPE 3B	EACH	10	\$	\$
9020514	SIGNAL HEAD, TYPE 4B	EACH	2	\$	\$
9020833	SH-FLAT SHEET - SIGNAL SIGN	S.F.	89	\$	\$
9022650	150 WATT 120 VOLT HIGH PRESSURE SODIUM LUMINAIRE	EACH	2	\$	\$
9023130	POST, TYPE CL, 30 FT ARM	EACH	1	\$	\$
9023240	POST, TYPE C, 40 FT ARM	EACH	1	\$	\$
9023355	POST, TYPE B, LONGEST ARM 55 FT	EACH	1	\$	\$
9024283	CONTROLLER ASSEMBLY HOUSING, NEMA TS2 CONTROLLER	EACH	1	\$	\$
9024975	VIDEO DETECTION SYSTEM	EACH	1	\$	\$
9055300	CONDUIT, 3 IN., TRENCH WITH RACER WIRE	L.F.	205	\$	\$
9027200	CONDUIT, 2 IN., PUSHED WITH TRACER WIRE	L.F.	143	\$	\$
9027300	CONDUIT, 3 IN., PUSHED WITH TRACER WIRE	L.F.	89	\$	\$
9028100	CABLE, 10 AWG 1 CONDUCTOR, POLE, AND BRACKET	L.F.	270	\$	\$
9028208	CABLE, 8 AWG 1 CONDUCTOR, POWER	L.F.	50	\$	\$
9028302	CABLE, 12 AWG 2 CONDUCTOR	L.F.	470	\$	\$
9028311	CABLE, 16 AWG 7 CONDUCTOR	L.F.	2050	\$	\$
9028312	CABLE, 12 AWG 12 CONDUCTOR	L.F.	280	\$	\$
9028621	POWER SUPPLY ASSEMBLY, TYPE 2 WITH 120V LIGHTING	EACH	1	\$	\$

9028811	PULL BOX, PREFORMED CLASS 2	EACH	3	\$	\$
9028812	PULL BOX, PREFORMED CLASS 3	EACH	1	\$	\$
9029100	BASE, CONCRETE	C.Y.	12.2	\$	\$
9029901	MISC - REMOVE AND RELOCATE EXISTING PTZ CAMERA DN WIRELESS INTERFACE INTERCONNECT	L.S.	1	\$	\$
9029902	MISC - RELOCATE TRAFFIC SIGNAL SIGNS	EACH	4	\$	\$
<b>SUBTOTAL TRAFFIC SIGNAL &amp; STRIPING ITEMS</b>					\$

<b>LIGHTING ITEMS:</b>					
9017002	CABLE, 2 AWG 1 CONDUCTOR	L.F	120	\$	\$
9017006	CABLE, 6 AWG 1 CONDUCTOR	L.F	2446	\$	\$
9017008	CABLE, 8 AWG 1 CONDUCTOR	L.F	2155	\$	\$
9017010	CABLE, 10 AWG 1 CONDUCTOR	L.F	5324	\$	\$
9019902	STERNBERG LIGHT FIXTURE WITH VALMONT POLE WITH BANNER ARMS AND BUILT IN REC.	EACH	18	\$	\$
9019903	CONDUIT, 3/4" IN. RIGID, IN TRENCH	L.F	946	\$	\$
9019904	CONDUIT, 1" IN. RIGID, IN TRENCH	L.F	645	\$	\$
9019905	CONDUIT, 1 1/4" RIGID, IN TRENCH	L.F	85	\$	\$
9019906	100A, 120/240V, METERED LIGHTING PEDESTAL	EACH	1	\$	\$
9029100	BASE, CONCRETE	C.Y.	10	\$	\$
<b>SUBTOTAL LIGHTING ITEMS</b>					\$

<b>PEDESTRIAN FACILITIES ITEMS:</b>					
3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	673	\$	\$
6081010	CONCRETE CURB RAMP	S.Y.	131	\$	\$
6081010A	CONCRETE CURB RAMP - EXPOSED AGGREGATE	S.Y.	5	\$	\$
6081012	TRUNCATED DOMES	S.F.	84	\$	\$
6086004	CONCRETE SIDEWALK (4 IN. THICK)	S.Y.	504	\$	\$
6086004A	CONCRETE SIDEWALK (4 IN. THICK) - EXPOSED AGGREGATE	S.Y.	32	\$	\$
<b>SUBTOTAL PEDESTRIAN FACILITIES ITEMS</b>					\$
<b>PROJECT TOTAL</b>					\$

**NOTICE TO BIDDER-** Bidders must complete the submitted section in its entirety.

5. BIDDER agrees that the work will be completed within **Final Completion Date of May 31st, 2019**, or the CONTRACTOR shall pay the COUNTY, not as a penalty but as **liquidated damages**, a sum equal to **Eleven Hundred Dollars (\$1,100.00)** for each day, as defined by Sec 108 of the **2017** Edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

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

5.1 **Acceptance of Provision for Asphalt Cement Price Index:** Bidder has the option to accept the following provision for Asphalt Cement Price Index, if applicable. The bidder must mark the box below if they choose to accept the provision. No price adjustments will be made, due to asphalt price changes, for bidders that do not accept this provision. This provision applies only to projects that have a quantity of asphalt wet ton mix pay items over 1000 tons.

Asphalt Cement

Asphalt Cement Price Index adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling, asphaltic concrete pavement and ultrathin bonded asphalt wearing surface that contains performance graded (PG) asphalt binder when it has been determined that the monthly average price of PG64-22 for St. Louis, Missouri area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri "Asphalt Price Index" will be obtained from MoDOT' website:

[http://www.modot.mo.gov/business/contractor\\_resources/bid\\_opening\\_info/bidGenInfo.shtml](http://www.modot.mo.gov/business/contractor_resources/bid_opening_info/bidGenInfo.shtml)

The monthly base price, established prior to the bid opening, shall apply to payment estimates for the following month. The adjusted contract unit price will be applied to the actual amount of asphalt binder used by the Contractor for all asphalt items. The adjustment will be applied to projects that have a quantity of asphalt wet ton mix pay items over 1000 tons. The percentage of virgin asphalt as shown in the job mix formula, in accordance with Sec 401, Sec 403 and Sec 413, will be the basis for adjustments for any asphalt mix type placed on the project during the monthly index period. The effective asphalt obtained from the use of Recycled Asphalt Pavement (RAP) and/or Recycled Asphalt Shingles (RAS) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using any PG asphalt binder.

**Basis of Payment** To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D-E)$$

Where:      A = Adjustment for mix placed during monthly average index period  
B = Tons of Mix Placed during the monthly average index period  
C = % of virgin asphalt binder as listed in the job mix formula in use  
D = Asphalt Price Index, as published by MoDOT for the month prior to the month of mix placement  
    (Ex: if asphalt material placed in August, use Price Index listed for July)  
E = Asphalt Price Index, as published by MoDOT for the month prior to the letting (Ex: if project bid in June, use Price Index listed for May)

The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date, in accordance with Sec 108. In this case, the "D" value used for the price adjustment will be either the last "D" value prior to the date that liquidated damage assessment began or the

current monthly "D" value, whichever is lower. If the contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

**Optional** This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index. If the Asphalt Cement Price Index is accepted, asphalt binder for the project will not be eligible for a material allowance as described in Sec 109.

6. Communications concerning this Bid shall be addressed to the following:

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

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

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

9. BIDDER has examined copies of all the 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	/ /2018		
2	/ /2018		
3	/ /2018		
4	/ /2018		Initial Above if No Addenda is Acknowledged

COMPLETE BID SUBMITTED on \_\_\_\_\_, 2018

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

\_\_\_\_\_ (State of Incorporation) \_\_\_\_\_ (dba Name if Applicable)

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

\_\_\_\_\_ (Title) \_\_\_\_\_ (Affix Corporate Seal)

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

X \_\_\_\_\_  
(Signature of Secretary)

Business Phone: (      ) -

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

## BID BOND

Suitable bid security in the amount of:

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(\$\_\_\_\_\_) Dollars and equal to five (5%) percent as called for in the advertisement for bids which accompanies this proposal. This sum is to be forfeited to the County of Jefferson if the party or parties making the proposal fail to enter into a contract with the approved securities within fifteen (15) days after the Notice of Award has been made. The undersigned has examined the Plans and Specifications for the work to be done and has satisfied himself as to the work to be done and the conditions under which it must be carried out.

The Contractor shall commence work within three (3) days after the date of a written Notice to Proceed from the County and shall fully complete all work under this proposal within the scheduled time established by the Contract Documents. This proposal shall be equally binding to all heirs, administrators, executors, successors and assigns.

FIRM NAME \_\_\_\_\_

BY \_\_\_\_\_

TITLE \_\_\_\_\_

ATTEST \_\_\_\_\_

TITLE \_\_\_\_\_

ADDRESS \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

TELEPHONE \_\_\_\_\_

## **BIDDER'S ACKNOWLEDGMENT**

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

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

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

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

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

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

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

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

(SEAL)

## Notary Public

My commission expires 20

## **ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT**

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

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

- I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.
- I, the Affiant, am the \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.
- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Jefferson County. 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, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).
- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 though 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.
- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

## Affiant Signature

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

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## Notary Public

My commission expires:

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

## DBE Submittal Forms

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

(A) **DBE Contract Goal:** By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 12% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

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

#### % OF TOTAL FEDERAL CONTRACT

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

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

## DBE Submittal Forms

Identification of Participating DBEs: The information shown on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the **Jefferson County Public Works Department, P.O. Box 100, Hillsboro, MO 63050** by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is **636-797-5565** and the email address for submittal is **Dbutler@jeffcomo.org**. The original copy must be mailed by overnight mail to the Local Public Agency the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is 0%)

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

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

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

**DBE Submittal**

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

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

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

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

# AGREEMENT FORM

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

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

## ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the IMPERIAL MAIN STREET IMPROVEMENTS. The work is generally described as follows:

The proposed work includes:

Imperial Main Street will be reconstructed from Old State Road to approx.. 350 East of 61/67 on River Street. A list of improvements includes but not limited to are: New pavement (either Asphalt or Concrete), new concrete sidewalks and curb ramps throughout the Imperial Main Street Corridor, new crosswalks, new concrete curb and gutters, improved closed drainage systems, a varying concrete "buffer", LED street scape light fixtures, a new aligned intersection with new signal equipment along with new signal equipment at the Rail Road Tracks, along with new pavement striping. The total project length is approx.. 1445 feet in length.

## ARTICLE 2. ENGINEER

The County has designated the Director of Public Works, 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 **Final Completion Date of May 31, 2019, referenced in JSP B.** 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, calendar 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 Liquidated Damages. The Contractor agrees that should he fail to complete work in the time specified or such additional time as may be allowed by the Owner under this contract, the Contractor shall pay the County, not as a penalty but as **liquidated damages**, a sum equal to **Eleven Hundred Dollars (\$1,100.00)** for each day, as defined by Sec 108 of the **2017** Edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit plus such extensions as may be necessary to cover contingencies beyond the CONTRACTOR'S control and the date of the full completion.

## ARTICLE 4. CONTRACT PRICE

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

IMPERIAL MAIN STREET - BID FORM					
ITEM NUMBER	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY ITEMS					
2013000	CLEARING AND GRUBBING	ACRES	0.3	\$	\$
2022010	REMOVAL OF IMPROVEMENTS	L.S.	1	\$	\$
2031000	CLASS A EXCAVATION	C.Y.	4917	\$	\$
2036000	COMPACTING EMBANKMENT	C.Y.	41	\$	\$
3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	395	\$	\$
3040506	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	S.Y.	8284	\$	\$
3101002	GRAVEL (A)	S.Y.	149	\$	\$
4011209	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-1)	TONS	263.0	\$	\$
4013000	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BASE)	TONS	1015.3	\$	\$
4019905	OPTIONAL PAVEMENT	S.Y.	4429.7	\$	\$
4071005	TACK COAT	GAL	230	\$	\$
5021107	CONCRETE PAVEMENT (7 IN. NON-REINF)	S.Y.	837.2	\$	\$
5021107A	CONCRETE PAVEMENT (7 IN. NON-REINF) - EXPOSED AGGREGATE	S.Y.	86.6	\$	\$
5029905	STAMPED CONCRETE	S.Y.	265.9	\$	\$
6039902	ADJUST WATER VALVE TO GRADE	EACH	5	\$	\$
6039903	ADJUST WATER METER TO GRADE	EACH	3	\$	\$
6042010	ADJUSTING MANHOLE	EACH	1	\$	\$
6042020	ADJUST INLET TO GRADE	EACH	2	\$	\$
6044011	PIPE COLLAR, TYPE "A" (CONCRETE)	EACH	1	\$	\$
6083006	6 IN. CONCRETE MEDIAN STRIP	S.Y.	15	\$	\$
3040505	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	L.F.	970	\$	\$
6089902	WHEEL STOP	EACH	6	\$	\$
6091041	CONCRETE GUTTER TYPE A	L.F.	13	\$	\$
6091051	CURB AND GUTTER TYPE A	L.F.	1807	\$	\$
6092011	INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE A	L.F.	247	\$	\$
6092011A	INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE A - EXPOSED AGGREGATE	L.F.	78	\$	\$
6092021	INTEGRAL CURB (OVER 6 IN. HEIGHT) TYPE A	L.F.	101	\$	\$
6093010	ASPHALT CURB	L.F.	67	\$	\$
6141120	CURVED VANE GRATE AND FRAME (2 FT. x 2 FT. OR 600 MM x 600 MM)	L.F.	4	\$	\$
6143010	MANHOLE FRAME AND COVER, TYPE 1-A	EACH	1	\$	\$
6143012	MANHOLE FRAME AND COVER, TYPE 2	EACH	1	\$	\$
6149902	STEEL GRATE	EACH	2	\$	\$
6149902A	STEEL GRATE WITH SIDE INTAKE	EACH	2	\$	\$
6161005	CONSTRUCTION SIGNS	S.F.	546	\$	\$
6161009	FLAG ASSEMBLY	EACH	5	\$	\$
6161025	CHANNELIZER (TRIM LINE)	L.F.	36	\$	\$
6161030	TYPE III MOVEABLE BARRICADE	EACH	8	\$	\$
6161096	CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE, CONTRACTOR FURNISHED, CONTRACTOR RETAINED	EACH	2	\$	\$
6181000	MOBILIZATION	L.S.	1	\$	\$
6214600A	FLOWABLE BACKFILL	C.Y.	25	\$	\$
6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	L.S.	1	\$	\$
7119901	WATERPROOFING SYSTEMS AND ARCHITECTURAL PANELS	L.S.	1	\$	\$
7209903	MODULAR BLOCK RETAINING WALL	S.F.	276	\$	\$

7269903	12" CLASS V REINFORCED CONCRETE PIPE	L.F.	210	\$	\$
7269904	15" CLASS V REINFORCED CONCRETE PIPE	L.F.	95	\$	\$
7269905	14"x23" CLASS V REINFORCED HORIZONTAL ELLIPTICAL CONCRETE PIPE CULVERT	L.F.	4	\$	\$
7311022	PRECAST DROP INLET 2 FT X 2 FT	L.F.	9	\$	\$
7310048	PRECAST CONCRETE MANHOLE (48")	L.F.	5	\$	\$
8051000A	SEEDING - COOL SEASON MIXTURES	ACRES	0.2	\$	\$
8061016	SEDIMENT REMOVAL	C.Y.	3	\$	\$
8061017	TEMPORARY SEEDING AND MULCHING	ACRES	0.1	\$	\$
8061019	SILT FENCE	L.F.	286	\$	\$
8069903	INLET PROTECTION - FIBER ROLLS	L.F.	25	\$	\$
<b>SUBTOTAL ROADWAY ITEMS</b>					\$

NOTE: CONTRACTOR SHALL SPECIFY TYPE OF OPTIONAL PAVEMENT THEIR BID REFLECTS

**OPTIONAL PAVEMENT TYPE**

OPTION 1 -  PORTLAND CEMENT CONCRETE  
 OPTION 2 -  ASPHALTIC CONCRETE

<b>SIGNALS AND STRIPING ITEMS:</b>					
6200021	PREFORMED THERMOPLASTIC PAVEMENT MARKING, LEFT/RIGHT ARROW	EACH	9	\$	\$
6200026	PREFORMED THERMOPLASTIC PAVEMENT MARKING, COMBINATION STR/LT/RT	EACH	4	\$	\$
6200033	PREFORMED THERMOPLASTIC PAVEMENT MARKING, R/R CROSSING MARKER	EACH	2	\$	\$
6205906A	12 IN. WHITE HIGH BUILD WATERBORNE PAVEMENT MARKING PAINT, TYPE L BEADS	L.F.	380	\$	\$
6206000C	4 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	3210	\$	\$
6206001C	4 IN. YELLOW STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	2660	\$	\$
6206124A	24 IN. WHITE STANDARD WATERBORNE PAVEMENT MARKING PAINT, TYPE P BEADS	L.F.	270	\$	\$
6206176A	6 IN., WHITE ACRYLIC COPOLYMER FAST DRY PAVEMENT MARKING PAINT	L.F.	20	\$	\$
6207001	PAVEMENT MARKING REMOVAL	L.F.	110	\$	\$
6208077	4 IN YELLOW TEMPORARY PAVEMENT MARKING	L.F.	221	\$	\$
9020513	SIGNAL HEAD, TYPE 3B	EACH	10	\$	\$
9020514	SIGNAL HEAD, TYPE 4B	EACH	2	\$	\$
9020833	SH-FLAT SHEET - SIGNAL SIGN	S.F.	89	\$	\$
9022650	150 WATT 120 VOLT HIGH PRESSURE SODIUM LUMINAIRE	EACH	2	\$	\$
9023130	POST, TYPE CL, 30 FT ARM	EACH	1	\$	\$
9023240	POST, TYPE C, 40 FT ARM	EACH	1	\$	\$
9023355	POST, TYPE B, LONGEST ARM 55 FT	EACH	1	\$	\$
9024283	CONTROLLER ASSEMBLY HOUSING, NEMA TS2 CONTROLLER	EACH	1	\$	\$
9024975	VIDEO DETECTION SYSTEM	EACH	1	\$	\$
9055300	CONDUIT, 3 IN., TRENCH WITH RACER WIRE	L.F.	205	\$	\$
9027200	CONDUIT, 2 IN., PUSHED WITH TRACER WIRE	L.F.	143	\$	\$
9027300	CONDUIT, 3 IN., PUSHED WITH TRACER WIRE	L.F.	89	\$	\$
9028100	CABLE, 10 AWG 1 CONDUCTOR, POLE, AND BRACKET	L.F.	270	\$	\$
9028208	CABLE, 8 AWG 1 CONDUCTOR, POWER	L.F.	50	\$	\$
9028302	CABLE, 12 AWG 2 CONDUCTOR	L.F.	470	\$	\$
9028311	CABLE, 16 AWG 7 CONDUCTOR	L.F.	2050	\$	\$
9028312	CABLE, 12 AWG 12 CONDUCTOR	L.F.	280	\$	\$
9028621	POWER SUPPLY ASSEMBLY, TYPE 2 WITH 120V LIGHTING	EACH	1	\$	\$

9028811	PULL BOX, PREFORMED CLASS 2	EACH	3	\$	\$
9028812	PULL BOX, PREFORMED CLASS 3	EACH	1	\$	\$
9029100	BASE, CONCRETE	C.Y.	12.2	\$	\$
9029901	MISC - REMOVE AND RELOCATE EXISTING PTZ CAMERA DN WIRELESS INTERFACE INTERCONNECT	L.S.	1	\$	\$
9029902	MISC - RELOCATE TRAFFIC SIGNAL SIGNS	EACH	4	\$	\$
<b>SUBTOTAL TRAFFIC SIGNAL &amp; STRIPING ITEMS</b>					\$

<b>LIGHTING ITEMS:</b>					
9017002	CABLE, 2 AWG 1 CONDUCTOR	L.F	120	\$	\$
9017006	CABLE, 6 AWG 1 CONDUCTOR	L.F	2446	\$	\$
9017008	CABLE, 8 AWG 1 CONDUCTOR	L.F	2155	\$	\$
9017010	CABLE, 10 AWG 1 CONDUCTOR	L.F	5324	\$	\$
9019902	STERNBERG LIGHT FIXTURE WITH VALMONT POLE WITH BANNER ARMS AND BUILT IN REC.	EACH	18	\$	\$
9019903	CONDUIT, 3/4" IN. RIGID, IN TRENCH	L.F	946	\$	\$
9019904	CONDUIT, 1" IN. RIGID, IN TRENCH	L.F	645	\$	\$
9019905	CONDUIT, 1 1/4" RIGID, IN TRENCH	L.F	85	\$	\$
9019906	100A, 120/240V, METERED LIGHTING PEDESTAL	EACH	1	\$	\$
9029100	BASE, CONCRETE	C.Y.	10	\$	\$
<b>SUBTOTAL LIGHTING ITEMS</b>					\$

<b>PEDESTRIAN FACILITIES ITEMS:</b>					
3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	S.Y.	673	\$	\$
6081010	CONCRETE CURB RAMP	S.Y.	131	\$	\$
6081010A	CONCRETE CURB RAMP - EXPOSED AGGREGATE	S.Y.	5	\$	\$
6081012	TRUNCATED DOMES	S.F.	84	\$	\$
6086004	CONCRETE SIDEWALK (4 IN. THICK)	S.Y.	504	\$	\$
6086004A	CONCRETE SIDEWALK (4 IN. THICK) - EXPOSED AGGREGATE	S.Y.	32	\$	\$
<b>SUBTOTAL PEDESTRIAN FACILITIES ITEMS</b>					\$
<b>PROJECT TOTAL</b>					\$

## 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 Owner 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 Owner, 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 Public Works Department 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 (page 1 to 13, inclusive).
- 7.6 Specifications bearing the title PROJECT SPECIFICATIONS FOR IMPERIAL MAIN STREET IMPROVEMENTS, STP-5403 (662) 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.

IN WITNESS WHEREOF, the parties hereto have signed this agreement in quadruplicate. 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: \_\_\_\_\_  
COUNTY EXECUTIVE

APPROVED AS TO FORM

DATE: \_\_\_\_\_  
COUNTY COUNSELOR

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

\_\_\_\_\_  
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 The County of Jefferson, 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) "Consultant" - The Engineering firm responsible for the preparation of construction plans.
- c) "Contractor" - The person, firm, or corporation to whom the contract is awarded.
- d) "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.
- e) "Contract Documents" - The agreement subscribed by the parties, the Invitation to Bidders, Information for Bidders, the Proposal, and the Plans and Specifications.
- f) "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.
- g) "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.

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.

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

**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 in a neat, sanitary condition such accommodations for the use of his employees as may be necessary to comply with the sanitary requirements of law or ordinance.

**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 work done without being properly located may be ordered removed and replaced 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 under the preceding paragraph.

**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 the preceding paragraph, 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.

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.

**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.

**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:** The Contractor shall provide safe, sufficient and proper facilities at all times for the surveillance of work by the Consultant, the Owner, the Missouri Department of Transportation, the Federal Highway Administration, or any other governmental agency, it being agreed that these agencies have 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 shall 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.

**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. 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 architects, engineers and the trade.

**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 and may not be exact, particularly with regard to underground installations. The contractor shall call for locates prior to the start of any work.

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 and 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 as a result of damage within the project limits, the contractor shall notify the appropriate utility authorities 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 additional compensation will be made to the contractor for coordinating the location and/or relocation of utilities.

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

If by reason of the unavailability of material or equipment, a substitute item of material or equipment is approved by the Owner or Consultant, the Owner shall receive the benefit of any economy resulting from the substitution.

23) **SUBLETTING OR ASSIGNING THE CONTRACT:** The bidder is specifically advised that any person, firm or other party to whom it is proposed to award a subcontract under this contract must be acceptable to the County.

Second tier subcontracting will not be permitted on this project. It will be the responsibility of the Contractor to insure that his subcontractors do not, in turn, subcontract any portion of the work.

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

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

24) **WARRANTIES AND GUARANTEES:** Clauses that require the contractor to guarantee materials and workmanship and otherwise maintain the work for a specified period after satisfactory completion and final acceptance will not be approved. This is not even permissible as a non-participating bid item.

Routine warranties or guarantees provided by a manufacturer are valid. Contractors' warranties or guarantees providing for satisfactory in-service operation of mechanical and electrical equipment and relates components for a period not to exceed six (6) months following project acceptance are permissible

25) **INSPECTION BY JEFFERSON COUNTY, MoDOT and FHWA:** The Contractor shall assure that representatives of the County, MoDOT, and FHWA shall have the opportunity at any time to inspect and review the work done by the Contractor and his subcontractors on this project and shall grant them access to all parts of the work.

26) **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.

**27) STORM WATER POLLUTION PREVENTION PLAN (SWPPP):** The County's Storm Water Pollution Prevention Plan will be as stated in this General Provision and/or as shown on the plans.

The primary purpose of this plan is to protect the public and waterways from the adverse effects of construction.

For all of Jefferson County projects, the County's "Erosion and Sediment Control/Storm Water Management Design Manual" shall be followed. A copy of that manual is available on the Jefferson County website at:

<http://www.jeffcomo.org/StormwaterErosion.aspx?nodeID=StormwaterDivision>

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. Pay items for these measures will be in the table of "ESTIMATED QUANTITIES". Any measures not covered by a pay item or not specifically addressed on the Plans or Specifications will be by negotiated price.

Maintenance of any item utilized, will be considered incidental to that pay item. Maintenance shall be considered as the repair or replacement of any measure paid for, but not properly functioning before final acceptance of the project. Maintenance shall take place at the time as directed by the Engineer.

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.

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 five copies of a diagram covering operations in the work for the County's review and approval subject to update. The diagram will be used as a basis for review of monthly progress reports until the project is completed. At the request of the Owner, the diagram may be updated to demonstrate 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 should pay the Owner the sum specified in the Contract for each day, as defined by Sec 108 of the **2017** 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. The date shall be the date of a letter from the Owner to the Contractor indicating substantial completion or final acceptance.

**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 the Contractor, within 10 days from the beginning of any delay, notifies the Owner in writing of such delay and the cause thereof and the Owner shall determine:

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

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

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

**32) PAYMENTS:** The Contractor shall receive as full compensation for all 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 monthly, based upon the approved pay request. The **final payment** shall be paid to the Contractor, subject to 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:

- **Affidavit of Compliance** form (PW-4),
- Contractor's certification regarding settlement of claims
- Contractor's Final Pay Request,
- Letter from contractor stating the amount for completion of project,

- Contractor's Final Lien Waiver, Final Lien Waivers from DBE subcontractors, the release by materials suppliers and subcontractors of having received full payment
- all certified payrolls from contractors and subcontractors,
- Contractor's certification showing DBE's used, type of work performed, final payment amount and proof of the meeting of DBE goals,
- All Material certifications as noted in the bidding documents.

By the 15th 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 such month. The invoice shall be in such form and detail as required by the Owner.

The requirements set forth in Section 109 of the Missouri Standard Specifications For Highway Construction for payments, retained percentage, release of retained percentage, prompt payment to subcontractors and suppliers and final payment shall apply to all contracts where the Federal Government is participating in the cost of construction.

**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, and for all Federal Aid Contracts such changes shall first be approved by both the Missouri Highway and Transportation Department and the Federal Highway Administration.

In the event such changes cause an increase or decrease in the Contractor's cost of 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.

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. Payment will be determined as follows:

For all materials purchased by the Contractor and used in the force account work, he will be paid the actual cost of such materials, including sales taxes if required, and freight and delivery charges as shown by original receipted bills, to which will be added an amount equal to 15 percent of the sum thereof. The Owner or Consultant, however, reserves the right to approve or to reject the materials to be used and the sources of supply of any materials furnished by the Contractor.

For all equipment and machinery used in the force account work, the Contractor will be paid reasonable operated and maintained rental prices to which no percentages will be added.

The Contractor will be paid the cost of wages for all labor while engaged in the force account plus the actual cost chargeable to the force account work of workmen's compensation insurance, social security taxes, unemployment compensation insurance and such additional amounts as are paid by the Contractor by reason of an employment contract generally applicable to his employees, to which total sum will be added an amount equal to 15 percent of wages and other costs listed above. In evidence of the costs of labor, equipment and materials for which payment is to be made under the force account order, the Contractor shall provide a certified statement of wages actually paid, together with copies of supporting payrolls, of equipment rental charges, and of bills for materials.

Wage rates used in determining the amount of the payment will be the actual wage rates paid by the Contractor for work under this contract, except that no rate used shall exceed the rate of comparable labor currently employed on

the project.

Payment for services of foremen in direct charge of the specific operation will be made. Payment for the services of superintendents, timekeepers or other overhead personnel will not be made nor will payment for services of watchmen be made unless required specifically by the force account work. The actual function performed by an employee rather than his payroll title will be the criterion used in determining the eligibility of an employee's services for payment under this provision.

The types and amounts of equipment and machinery used by the Contractor in carrying out his work under the force account order shall be in keeping with normal practice for work of a similar nature, except that the Owner or Consultant may, at his discretion, limit by specific instruction the type and amounts of equipment and machinery to be used.

In computing the hourly rental of such equipment, less than 30 minutes shall be considered ½ hour, except when the minimum rental to be paid shall be one hour. Rental time will not be allowed while equipment is inoperative due to breakdowns. The rental time of equipment to be paid for shall be the time the equipment is in operation on the force account work being performed, and, in addition, shall include the time required to move the equipment to the work and return it to its original location. When approved in advance by the Owner or Consultant, towing or transporting costs will be allowed when the equipment is moved by means other than its own power. No payment will be made for moving time, towing or transporting the equipment if it is used at the site of the work on other than force account work. No payment will be allowed for the use of small tools and minor items of equipment, which, as used herein, are defined as individual tools or pieces of equipment having a replacement value of \$50.00 each or less.

For additional premiums paid on Performance and Labor and Materials Bonds by reason of increases in the account of work over and above that called for in the original contract due to the inclusion of the force account work, and for additional premiums paid on Public Liability and Property Damage Insurance by reason of extra hazard inherent in the force account work of the type called for in the original contract, the Contractor will, on presentation of substantiating evidence from his bonding and insurance carriers, be paid the actual costs of the increase in premium, to which no percentages will be added. Payment for the cost of additional premiums paid on Workmen's Compensation Insurance by reason of extra hazard introduced into the Contractor's operations by the inclusion of force account work is covered by the provisions above, except that any claim for additional cost based on the application, by reason of extra hazard, of a higher insurance rate to any portion of the payroll over and above that chargeable to the force account work under the provisions above, must be substantiated by evidence from the Contractor's insurance carrier.

The Contractor and Owner shall compare records of the work performed on a force account basis at the end of each day. These records shall be prepared in triplicate by the Contractor and shall be signed by both the Owner and the Contractor's representative, one copy being retained by the Contractor and two copies retained by the Owner. Payment for force account work will be included in monthly progress payments.

**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 the 10 percent retention, 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.

Final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete waiver or release by himself and his subcontractors and others of all liens and claims arising out of the work, or receipts in full lieu thereof, and if required, an affidavit that so far as he has knowledge or information the

releases and receipts include all the labor and materials for which a lien could be filed.

**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 or Consultant shall have the right of entry to the site for the purpose of verifying compliance with the plans and specifications.

**37) INDEMNIFICATIONS AND INSURANCE:**

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: Director of Public Works, Jefferson County Public Works Department, 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.

#### Additional Insureds

Each such policy of commercial general liability insurance shall name the County of Jefferson 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, the County of Jefferson 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 maximum specified for such company in said Circular 570. In substance, the condition of the obligation under said bond 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 save harmless the Owner and the 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) SPECIFICATION CONFLICTS:** Where any provision of specifications referred to or incorporated into the Contract Documents is inconsistent or in conflict with the provisions of the Contract Documents, the provisions of the Contract Documents shall govern.

41) **STANDARDS:** Where materials and methods are indicated in the specifications as being in conformance with a standard specification, reference in all cases shall be to the latest edition of the specification and shall include all interim revisions, unless specifically stated otherwise.

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.

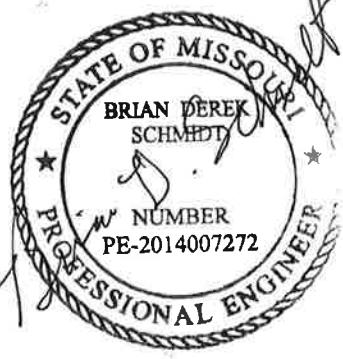
END OF GENERAL PROVISIONS

**JOB SPECIAL PROVISIONS – TABLE OF CONTENTS**

(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

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- C. Work Zone Traffic Management Plan
- D. Project Contact for Contractor/Bidder Questions
- E. Utilities
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- H. Special Provisions for Protection of BNSF Railway Company Interests
- I. Optional Pavements
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- W. Wheel Stop
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- Y. Conduit, 1" Rigid, In Trench
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- AA. Exterior Lighting
- AB. Grounding and Bonding
- AC. Metered Pedestal
- AD. Inspection Waiver

 The seal is circular with a rope-like border. The words "STATE OF MISSOURI" are at the top and "PROFESSIONAL ENGINEER" are at the bottom. In the center, it says "JOHN E. KLEIN" and "NUMBER PE-2009030035". There is a blue signature "John E. Klein" over the center text.	
<p><b>Horner &amp; Shifrin, Inc.</b> 401 South 18<sup>th</sup> Street Suite 400 St. Louis, MO 63103 314-531-4321 Certificate of Authority #000159 Expiration Date: December 31, 2018</p>	
<p>JOB NUMBER: 1534600 Jefferson County, MO DATE PREPARED: 4/5/2018</p>	
Date: <u>4/5/2018</u>	ADDENDUM DATE:
The following items of the Job Special Provisions (Roadway) are authenticated by this seal: A-S,V-W,AD.	

	
<p><b>Horner &amp; Shifrin, Inc.</b> 401 South 18<sup>th</sup> Street Suite 400 St. Louis, MO 63103 314-531-4321 Certificate of Authority #000159 Expiration Date: December 31, 2018</p>	
<p>JOB NUMBER: 1534600 Jefferson County, MO DATE PREPARED: 1/30/2018</p>	
Date: 1/30/2018	ADDENDUM DATE:
The following items of the Job Special Provisions (Signals) are authenticated by this seal: T-U.	

	<p><b>Horner &amp; Shifrin, Inc.</b> 401 South 18<sup>th</sup> Street Suite 400 St. Louis, MO 63103 314-531-4321 Certificate of Authority #000159 Expiration Date: December 31, 2018</p> <p>JOB NUMBER: 1534600 Jefferson County, MO DATE PREPARED: 1/30/2018</p>
Date: <u>1-30-2018</u>	ADDENDUM DATE:
The following items of the Job Special Provisions (Lighting) are authenticated by this seal: X-AC.	

## **A. ADA COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES**

**1.0 Description.** The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

**2.0 ADA Checklist.** The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

[http://www.modot.mo.gov/business/contractor\\_resources/forms.htm](http://www.modot.mo.gov/business/contractor_resources/forms.htm)

**2.1** The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

**2.2** It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-compliant items to remain.

## **3.0 Coordination of Construction.**

**3.1** Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour complaint with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

**3.2** When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements

as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

**3.3** When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

**4.0 Final Acceptance of Work.** The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

**4.1** Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

**5.0 Basis of Payment.** The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectable warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

**5.1** 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 documents.

## B. LIQUIDATED DAMAGES SPECIFIED

**1.0 Description.** The Final Completion date of the project shall be completed by May 31st, 2019. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$1,100 per day for each day the contracted project is not completed by, in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the engineer to determine the quantity of excess closure time.

**1.1** From October 27th – 28th, traffic shall not be impeded throughout the project limits for the Apple Butter Festival.

**1.2** The said liquidated damages specified will be assessed regardless of whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

## C. 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 closures for the absolute minimum amount of time required to complete the work. Lanes 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 is opened to traffic.

**2.5** The contractor may close Imperial Main Street for railroad construction for up to two weeks. The contractor shall coordinate the railroad construction with BNSF and the engineer.

**2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.

**2.5.1 Traffic Delay.** The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs

and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

### **2.5.2 Traffic Safety.**

**2.5.2.1** Where traffic queues routinely extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

**2.5.2.2** When a traffic queue extends to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

## **3.0 Work Hour Restrictions.**

**3.1** There are three major summer holiday periods: Memorial Day, Independence Day, and Labor Day. All lanes shall be scheduled to be open to traffic during these holiday periods, from 12:00 noon on the last working day preceding the holiday until 9:00 a.m. on the first working day subsequent to the holiday.

**3.2** The contractor shall not perform any construction operation on the roadway, including the hauling of material within the project limits, during restricted periods, holiday periods or other special events specified in the contract documents.

## **4.0 Detours and Lane Closures**

**4.1** The contractor shall provide changeable message signs (CMS) 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 CMS shall be installed at a location as shown on the plans or directed by the engineer. All messages planned for use in the work zone shall be approved and authorized by the engineer.

**4.2** At least one lane of traffic in each direction on Main Street shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to halt traffic will be designated by the engineer.

**5.0 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.

**D. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS**

All questions concerning this project during the bidding process shall be forwarded to the project contact listed below:

*J.R. Hamilton  
Jefferson County Public Works Department  
725 Maple Street  
Hillsboro, MO 63050  
(636) 797-6126  
JHamilton@jeffcomo.org*

**E. 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:

<u>Utility Name</u>	<u>Known Required Adjustment</u>
Ameren 6450 Highway MM House Springs, MO 63051 Contact: Bill Rosener Telephone: 636-671-6162	Power poles will be removed and relocated along the south side of Imperial Main Street.
AT&T 122 N. Second Street Festus, MO 63028 Contact: Glenn Hogenmiller Telephone: 636-931-7525	
CenturyLink 1151 CenturyTel Drive P.O. Box 751 Wentzville, MO 63385 Contact: Marcia Gay Telephone: 636-332-7261	

Spire  
4118 Shrewsbury Avenue  
Shrewsbury, MO 63119  
Contact: Brian Langenbacher  
Telephone: 314-768-7767

Jefferson County PWSD #10  
P.O. Box 910  
Imperial, MO 63052  
Contact: Keith Flam  
Telephone: 636-467-6868

A new water line will be relocated within the new permanent utility easement located along the south side of Imperial Main Street.

MoDOT Traffic  
14301 South Outer Forty  
Chesterfield, MO 63017  
Contact: Yan Gluzman  
Telephone: 314-453-5045

MoDOT ITS  
14301 South Outer Forty  
Chesterfield, MO 63017  
Telephone: 314-275-1500

Rock Creek Sewer District  
4133 West Outer Road  
Arnold, MO 63010  
Contact: Jason Seger  
Telephone: 636-461-2578

**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 Commission at this time. This information is provided by the Commission "as-is" and the Commission 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 Commission 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, it's 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 Commission from damages to any utility facilities interruption of service by it or it's subcontractor's operation.

**2.0** It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the contractor shall request locates from Missouri One Call. The contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

<http://www.modot.mo.gov/asp/intentToWork.shtml>

The contractor shall submit the form over the web (preferred method) or by fax to the numbers on the printed form. The notice must be submitted a minimum of 2 and a maximum of 10 working days prior to excavation just as Missouri One Call requires.

#### F. ADJUST WATER VALVE TO GRADE

**1.0 Description.** This work shall consist of all work and materials necessary to adjust water service valve boxes to grade as shown on the plans.

**2.0 Method of Measurement.** The quantity of Adjust Water Valve to Grade shall be measured per each.

**3.0 Basis of Payment.** The accepted quantity of Adjust Water Valve Box to Grade will be paid for at the contract unit price per each, which shall include all materials, labor, equipment, and tools necessary for the work.

#### G. ADJUST WATER METER TO GRADE

**1.0 Description.** This work shall consist of all work and materials necessary to adjust water service meters to grade as shown on the plans.

**2.0 Method of Measurement.** The quantity of Adjust Water Meter to Grade shall be measured per each.

**3.0 Basis of Payment.** The accepted quantity of Adjust Water Meter to Grade will be paid for at the contract unit price per each, which shall include all materials, labor, equipment, and tools necessary for the work.

**H. SPECIAL PROVISIONS FOR PROTECTION OF BNSF RAILWAY COMPANY INTERESTS**

To Report an Emergency on the railroad call: (800) 832-5452  
Near BNSF Milepost 26.54 on the River Subdivision, Jefferson County – Line Segment 1025

**1.0 Authority of Railroad Engineer and County's Representative.**

The authorized representative of BNSF Railway Company, herein called "Railroad Engineer", shall have final authority in all matters affecting the safe maintenance and operation of railroad traffic including the adequacy of the foundations and structures supporting the railroad tracks.

The authorized representatives of the Missouri Department of Transportation and Jefferson County Public Works, herein called "Engineer", shall have authority over all other matters as prescribed herein and in the project specifications.

**2.0 Scope of Work**

- a. MoDOT shall provide Jefferson County in writing, using the BNSF Preemption Worksheet, with the total preempt cycle time required from the start of the preempt cycle of highway traffic control signals until the arrival of the train at the highway-rail crossing.
- b. BNSF will provide an interface box with contact terminals, at the County's expense on the side of the railroad instrument cabin.
- c. Contractor will place all necessary cable and conduit on Railroad property, as approved by BNSF and in compliance with the BNSF Utility Accommodation Manual <http://www.bnsf.com/communities/faqs/pdf/utility.pdf>, at the locations shown on Exhibit A, attached to and made a part of this Agreement.
- d. Contractor will connect the highway traffic control signals to the contact terminals in the interface box including all necessary cable and conduit.
- e. The Contractor must install the new highway traffic control signals.

- f. BNSF will install a new concrete crossing surface for a width of 56 feet from the edge of the pavement on the West side of the tracks to the edge of the pavement on the East side of the tracks. The new crossings surface will adequately cover all vehicular lanes at Main Street. BNSF will perform all necessary track upgrades to accommodate the new crossing surface.
- g. Contractor must construct the Project as shown on the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Contractor must furnish all labor, materials, tools and equipment for the performance of County's Work. The principal elements are as follows:

  1. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
  2. Installation of advance warning signs in accordance with the MUTCD
  3. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
  4. Provide suitable drainage, both temporary and permanent;
  5. Provide all barricades, lights, flagmen or traffic control devices as necessary, during the installation of the concrete crossing surfaces;
  6. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF.

### **3.0 Protection of Underground Systems**

- a. Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications or utility companies may be buried on BNSF's property of right-of-way. The contractor must contact appropriate personnel to have the Lines located and make arrangements with the owner of the Lines regarding protective measures that must be followed prior to the commencement of any work on BNSF's property. The contractor will be responsible for contacting BNSF and the telecommunications or utility companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines in order to verify their locations. Contractor must also use all reasonable methods when working

in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.

- b. Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the installation or construction of the improvements. Contractor must cooperate fully with any telecommunications or utility company(ies) in performing such rearrangements.
- c. Failure to mark or identify Lines will be sufficient cause for BNSF to stop construction at no cost to BNSF until these items are completed.
- d. In addition to the liability terms contained elsewhere, contractor hereby indemnify, defend and hold harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of contractor, subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of (a) any telecommunications or utility company, (b) Agency's contractor or subcontractors, or (c) Agency, and (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunications or utility company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**

## 4.0 Scope Indemnification

**4.1** Contractor hereby indemnifies, defends and holds harmless BNSF for, from and against any and all claims, suits, losses, damages, costs and expenses for injury to or death to third parties or BNSF's officers and employees, and for loss and damage to property belonging to any third parties (including damage to the property of BNSF officers and employees), to the extent caused by the negligence of the Agency or any of its employees, agents or contractors. The contractor also releases BNSF from and waives any claims for injury or damage to the contractor's highway traffic control signals or other equipment which may occur as a result of any of the work provided for or the maintenance thereafter of any of the contractor's highway traffic control signals, cables, connections at and about the grade crossing.

**4.2** The term "contractor" as used in this special provision includes any and all subcontractors. To the fullest extent permitted by law, contractor hereby releases, indemnifies, defends and holds harmless BNSF and BNSF's affiliated companies, partners, successors, assigns, legal representatives, officers, directors, employees and agents for, from and against any and all claims, suits, liabilities, losses, damages, costs and expenses (including, without limitation, attorneys fees and court costs) for injury to or death to contractor employees, agents or representatives arising out of, resulting from or related to any act or omission of Agency or any work performed on or about BNSF's property or right-of-way. **THE LIABILITY ASSUMED BY THE CONTRACTOR IN THIS PROVISION WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILROAD, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF BNSF.**

**4.3** The contractor further agrees, at its expense, in the name and on behalf of BNSF, that it will adjust and settle any claims made against BNSF and will appear and defend any suits or actions at law or in equity brought against BNSF on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by the contractor for which BNSF is alleged to be liable. BNSF will give notice to the contractor in writing of the receipt of pendency of such claims and thereupon the Agency must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against BNSF, BNSF may forward the summons and complaint or process in connection therewith to the contractor, and the contractor must defend, adjust or settle such suits and protect, indemnify, and save harmless BNSF from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

## **5.0 Contractor Requirements**

**5.1** While on or about BNSF property, contractors must fully comply with BNSF's "Contractor Requirements" set forth in Exhibit "C" attached to and made a part of this Agreement. The "Contractor Requirements" include clearance requirements and personal protective equipment requirements. Contractor will be responsible for becoming familiar with BNSF's "Contractor Requirements". Prior to entering BNSF property, Agency's Contractor must execute Exhibit C-1 attached to and made a part of this Agreement.

**5.2** Prior to entering BNSF property, each person providing labor, material, supervision or services connected with the work to be performed on or about BNSF property must complete the safety training program (hereinafter called "BNSF Contractor Safety Orientation") at the following internet website: "[www.BNSFContractor.com](http://www.BNSFContractor.com)". Contractor must ensure that each of its contractors, employees, subcontractors, agents or invitees completes the BNSF Contractor Safety Orientation before any work is

performed under this Agreement. Additionally, Contractor must ensure that each and every contractor, employee, subcontractor, agent or invitee possesses a card certifying completion of the BNSF Contractor Safety Orientation prior to entering BNSF property. Contractor must renew the BNSF Contractor Safety Orientation annually.

**5.3** Prior to entering BNSF property, contractor must prepare and implement a safety action plan acceptable to BNSF. Contractor must audit compliance with the plan during the course of County's work. A copy of the plan and audit results must be kept at the work site and will be available for inspection by BNSF at all reasonable times.

## **6.0 Notice of Starting Work.**

**6.1** The contractor shall not commence any work on Railroad's right of way until the contractor has complied with the following conditions:

(a) At least 30 days in advance of the date the contractor proposes to begin work on Railroad's right of way, the contractor shall give the Railroad written notice to the address below with copy to the Engineer who has been designated to be in charge of the work.

Mr. John Caufield  
Manager of Public Projects  
BNSF Railway  
4515 Kansas Ave  
Kansas City, KS 66106

(b) Obtain written or electronic authorization from the Railroad to begin work on the Railroad's right of way, such authorization to include an outline of specific conditions with which contractor shall comply.

(c) Obtain the insurance coverage required in Section 11.0 of this job special provision. Contractor shall submit written evidence of such coverage to Railroad prior to commencing any work.

(d) Prior to performing any work on Railroad's property, right –of way or in an area that may impact Railroad's operations, the contractor's employees, representatives or agents who are regularly assigned to perform work on the project shall complete the safety orientation training available on the internet at [www.contractororientation.com](http://www.contractororientation.com), hereinafter called, "Internet Safety Orientation". If the contractor's employee, representative or agent is not regularly assigned to perform work on the project, hereinafter called "Flexible Worker(s)", the contractor shall ensure that any Flexible Worker receives appropriate safety training prior to performing any work on the Railroad's property, right –of way or in an area that may impact the Railroad's operations. The content of safety training for Flexible Workers shall include the information covered in the Internet Safety Orientation. The approximate cost of the Internet Safety Orientation is \$11 per person, subject to annual escalation.

**6.2** The Railroad's written authorization to proceed with the work, with a copy to the Engineer, will include the names, addresses and telephone numbers of the Railroad's representatives who are to be notified as hereinafter required. Where more than one representative is designated, the area of responsibility of each representative shall be specified.

## **7.0 Interference with Railroad Operations.**

**7.1** The contractor shall arrange and conduct all work so that there shall be no interference with the Railroad's operations, including train, signal, telephone and telegraphic services; or damage to the Railroad's property; poles, wires and other facilities of tenants, licensees, easement grantees and invitees on the Railroad's right of way. Whenever work may affect the operations or safety of trains, the method of doing such work shall first be submitted to the Railroad Engineer for approval, but such approval shall not relieve the contractor from liability. Any work to be performed by the contractor that requires flagging service or inspection service shall be deferred by the contractor until the flagging service required by the Railroad is available at the job site.

**7.2** Whenever work within the Railroad's right of way is of such a nature that impediment to the Railroad's operations is unavoidable, such as use of runaround tracks or necessity for reduced speed, the contractor shall schedule and conduct these operations so that such impediment is reduced to the absolute minimum.

**7.3** Should conditions arising from, or in connection with the work require that immediate and unusual provisions be made to protect the Railroad's operations and property, the contractor shall make such provisions. If in the judgment of the Railroad Engineer, or the Engineer if the Railroad Engineer is absent, such provision is insufficient, the Railroad Engineer or Engineer may require or provide such provisions as deemed necessary. In any event, such provisions shall be at the contractor's expense and without cost to the Railroad or the County.

**7.4** The contractor shall be responsible for any damage to the Railroad as a result of work on the project, which shall include but not be limited to interference with the normal movement of trains caused exclusively by the work performed by the contractor. The contractor shall be responsible for damages for the Railroad's train delays that are caused exclusively by the contractor. The Railroad agrees not to perform any act to unnecessarily cause any train delay. The damages for train delays per freight hour will be billed at an average rate per hour as determined from the Railroad's records. These records shall be provided by the Railroad, upon request, to the County or the County's contractor.

## **8.0 Track Clearances.**

**8.1** The minimum track clearances to be maintained by the contractor during construction are shown on the project plans. However, before undertaking any work within Railroad's right of way, or before placing any obstruction over any track, the contractor shall:

- (a) Notify the Railroad Engineer at least 72 hours in advance of the work.
- (b) Receive assurance from the Railroad Engineer that arrangements have been made for flagging service as may be necessary.
- (c) Receive permission from the Railroad Engineer to proceed with the work.
- (d) Ascertain that the Engineer has received copies of notice to the Railroad and of the Railroad's response.

**8.2** The contractor shall fully comply with any horizontal and vertical clearance requirements imposed by Missouri state statutes and regulations and Federal statutes and regulations regarding the placement of structures or equipment near or over railroad tracks.

## **9.0 Storage of Materials and Equipment.**

**9.1** The contractor shall not store or stockpile construction materials or equipment closer than 25 feet to the centerline of the nearest railroad track or on the Railroad's property not covered by construction easement, contractor's permit, lease or agreement. Additionally, the contractor shall not store or leave materials or equipment within 250 feet of the edge of any highway/rail atgrade crossings. Further, both sides of a main track shall remain unobstructed for a distance of 10 feet from the exterior edge of the track at all times to allow for stopped train inspection.

**9.2** Machines or vehicles shall not be left unattended with the engine running. Parked machines or equipment shall be in gear with brakes set and with blade, pan or bucket lowered to the ground if so equipped. All grading or construction machinery that is left parked near the track unattended shall be effectively immobilized so that unauthorized persons cannot move such equipment.

**9.3 Cleanup.** Upon completion of the work, the contractor shall remove from within the limits of the Railroad's right of way, all machinery, equipment, surplus materials, falsework, rubbish or temporary buildings of the contractor, and leave said right of way in a neat condition satisfactory to the Railroad Engineer.

**9.4 Damages.** The Railroad will not assume liability for any damages to the contractor, contractor's work, employees, servants, equipment and materials caused by railroad traffic. Any cost incurred by the Railroad for repairing damages to Railroad's property or to property of the Railroad's tenants, licensees, easement grantees and invitees caused by or resulting from the contractor's operations shall be paid directly to the Railroad by contractor.

## **10.0 Flagging Services.**

**10.1 When Required.** Under the terms of the agreement between the County and the Railroad, the Railroad has sole authority to determine the need for flagging required to

protect the Railroad's operations. In general, the requirements of such services will be whenever the contractor's personnel or equipment are, or are likely to be, working on the Railroad's right of way within 25 feet of the centerline of any track, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging, or reasonable probability of accidental hazard to Railroad's operations or personnel. Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where 3 flaggers may be required. However, if the contractor works within distances that violate instructions given by the Railroad Engineer or performs work that has not been scheduled with the Railroad Engineer, flaggers may be required full time until the project has been completed.

## **10.2 Scheduling and Notification.**

**10.2.1** Not later than the time that approval is initially requested to begin work on the Railroad's right of way (30 days), contractor shall furnish to the Railroad and the County a schedule for all work required to complete the portion of the project within Railroad's right of way and arrange for a job site meeting between the contractor, the Engineer, and the Railroad Engineer. Flaggers may not be provided until the job site meeting has been conducted and the contractor's work scheduled.

**10.2.2** The contractor shall be required to give the Railroad Engineer at least 30 days of advance written notice of intent to begin work within Railroad's right of way in accordance with this special provision. Once begun, if such work is then suspended at any time, or for any reason, the contractor shall be required to give the Railroad Engineer at least 5 working days of advance notice before resuming work on Railroad's right of way. Such notices shall include sufficient details of the proposed work to enable the Railroad Engineer to determine if flagging will be required. If such notice is in writing, the contractor shall furnish the Engineer a copy; if notice is given verbally, the notice shall be confirmed in writing with copy to the Engineer. If flagging is required, no work shall be undertaken until the flagger or flaggers are present at the job site. Obtaining a flagger or flaggers may take up to 30 days to obtain initially from the Railroad. When flagging begins, the flagger is usually assigned by the Railroad to work at the project site on a continual basis until no longer needed and cannot be called for on a spot basis. If flagging becomes unnecessary and is suspended, obtaining a flagger or flaggers may take up to 30 days to again obtain from the Railroad. Due to Railroad labor agreements, 10 working days notice may be necessary before flagging services may be discontinued and responsibility for payment stopped. Notification for flagging should be addressed to:

Mr. Nathan Norris  
636-288-0534 (office)  
314-768-7030 (Cell)  
Nathaniel.Norris@BNSF.com

**10.2.3** If, after the flagger is assigned to the project site, emergencies arise which require the flagger's presence elsewhere, then the contractor shall delay work on the Railroad's right of way until such time as the flagger is again available. Any additional costs resulting from such delay shall be borne by the contractor and not the Railroad.

### **10.3 Payment.**

**10.3.1** The County will pay the Railroad directly for the cost of flagging services associated with the project by deducting the amount from the normal contractor payments.

**10.3.2** The Railroad shall submit progress invoice to the Engineer during the time flagging services are required. A final invoice shall be submitted to the Engineer within 180 days of completion of the project. This is defined as the point in time at which the County and the Railroad both accept the project and the contractor is relieved of contractual obligation. Should the invoice not be received within this time period, the Railroad will be responsible for obtaining payment directly from the contractor.

**10.3.3** Should a dispute between the Railroad, the County and the contractor develop concerning the cost of flagging service or should the contractor fail to promptly pay the Railroad for flagging services, the full amount of the Railroad's invoice will be deducted from the contractor's payment request.

**10.3.4** The contractor shall be responsible for arranging needed flagging services as required by the Railroad to accomplish the highway improvement.

**10.3.5** The cost of flagging service is approximately \$800-\$1,600 per day based on an 8-hour work day and a 40-hour work week. This cost includes the base pay for the flagger, overhead, and per diem charge for travel expenses, meals and lodging. The charge to the contractor by the Railroad will be the actual cost based on the rate of pay for the Railroad's employees who are available for flagging service at the time the service is required. Work by a flagger in excess of 8 hours per day or 40 hours per week but not more than 12 hours a day will result in overtime pay at 1 1/2 times the appropriate rate. Work by a flagger in excess of 12 hours per day will result in overtime pay at 2 times the appropriate rate. If work is performed on a holiday, the flagging rate is 2 1/2 times the normal rate. Railroad expenses incurred preparing and handling invoices will also be charged to the contractor and/or the County. Charges to the contractor and/or the County by the Railroad shall be in accordance with applicable provisions of Volume 1, Chapter 4, §3 and Volume 6, Chapter 6, §2, Subsection 1 of the Federal-Aid Highway Program Manual issued by the Federal Highway Administration, including all current amendments. Flagging costs are subject to change. The above estimates of flagging cost are provided for information only and are not binding in any way. Each time a flagger is called, the minimum period for billing will be the 8 hour basic day unless the flagger can be assigned to other Railroad work during the work day.

**10.3.6** The average train traffic on this route is 12 freight trains per 24-hour period at a

timetable speed 45 MPH and no passenger trains.

**10.3.7** In addition to the hours of providing flagging at the construction site, the flagger hours will include, but is not limited to, travel time to and from the project, time to complete paperwork for the flagging operations and time for setting warning signs/flags for the train traffic.

#### **10.4 Verification.**

**10.4.1** Any complaints concerning a flagger shall be resolved in a timely manner. If need for a flagger is questioned, please contact the Railroad Engineer and Mr. John Caufield, Manager of Public Projects at (817) 789-0879. All verbal complaints shall be confirmed in writing by the contractor within 5 working days with copy to the Railroad Engineer and Engineer. All written correspondence shall be addressed to Mr. Caufield as shown in Section 4.0 of this job special provision.

**10.4.2** The Railroad flagger assigned to the project will be responsible for notifying the Engineer upon arrival at the job site on the first day, or as soon thereafter as possible, that flagging services begin and on the last day that flagger performs such services for each separate period that services are provided. The Engineer will document such notification in the project records.

**10.5 Cooperation and Delays.** The contractor shall arrange a schedule with the Railroad for accomplishing staged construction involving work by the Railroad or tenants, licensees, easement grantees and invitees of the Railroad. In arranging a schedule, the contractor shall ascertain, from the Railroad, the lead time required for assembling crews, materials and make due allowance. No charge of claims of the contractor against the Railroad will be allowed for hindrance or delay on account of railway traffic for any work done by the Railroad, other delay incident to or necessary for safe maintenance of railway traffic, or for any delays due to compliance with this special provision.

#### **11.0 Insurance.**

**11.1** In addition to any other forms of insurance or bonds required under the terms of the contract and specifications, Contractor must, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- (a) Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

Bodily Injury and Property Damage

Personal Injury and Advertising Injury  
Fire legal liability  
Products and completed operations

This policy must also contain the following endorsements, which must be indicated on the certificate of insurance:

The definition of insured contract must be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.

Waiver of subrogation in favor of and acceptable to Railway.  
Additional insured endorsement in favor of and acceptable to Railway.

Separation of insureds.

The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to Railway employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

(b) Business Automobile Insurance. This insurance must contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

Bodily injury and property damage  
Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Railway.  
Additional insured endorsement in favor of and acceptable to Railway.

Separation of insureds.

The policy shall be primary and non-contributing with respect to any

insurance carried by Railway.

(c) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.

Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

Waiver of subrogation in favor of and acceptable to Railway.

(d) Railroad Protective Liability insurance naming only the Railway as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)

Endorsed to include the Limited Seepage and Pollution Endorsement.

Endorsed to remove any exclusion for punitive damages. No other endorsements restricting coverage may be added.

The original policy must be provided to the Railway prior to performing any work or services under this Agreement Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate in Licensor's Blanket Railroad Protective Liability Insurance Policy available to contractor.

Requirements:

**11.2.1** All policies (applying to coverage listed above) must not contain an exclusion for punitive damages and certificates of insurance must reflect that no exclusion exists.

**11.2.2** Contractor agrees to waive its right of recovery against Railway for all claims and suits against Railway. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against Railway for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against Railway for loss of its owned or leased property or property under contractor's care, custody or control.

**11.2.3** Contractor is not allowed to self-insure without the prior written consent of Railway. If granted by Railway, any deductible, self-insured retention or other financial responsibility for claims must be covered directly by contractor in lieu of insurance. Any and all Railway liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by contractor's insurance will be covered as if contractor elected not to include a deductible, selfinsured retention or other financial responsibility for claims.

**11.2.4** Prior to commencing the Work, contractor must furnish to Railway an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration. Upon request from Railway, a certified duplicate original of any required policy must be furnished. Contractor should send the certificate(s) to the following address:

Railroad:  
BNSF Railway Company  
c/o CertFocus  
P.O. Box 140528  
Kansas City, MO 64114  
Toll Free: 877-576-2378  
Fax number: 817-840-7487  
Email: [BNSF@certfocus.com](mailto:BNSF@certfocus.com)  
[www.certfocus.com](http://www.certfocus.com)

**11.2.5** Any insurance policy must be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

**11.2.6** If coverage is purchased on a “claims made” basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder. Contractor represents that this Agreement has been thoroughly reviewed by Contractor’s insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement. Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

**11.2.7** If any portion of the operation is to be subcontracted by contractor, contractor must require that the subcontractor provide and maintain the insurance coverages set forth herein, naming Railway as an additional insured, and requiring that the subcontractor release, defend and indemnify Railway to the same extent and under the same terms and conditions as contractor is required to release, defend and indemnify Railway herein.

**11.2.8** Failure to provide evidence as required by this section will entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section will not operate as a waiver of contractor's obligations hereunder.

**11.2.9** The fact that insurance (including, without limitation, self-insurance) is obtained by contractor will not be deemed to release or diminish the liability of contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railway will not be limited by the amount of the required insurance coverage.

**11.2.10** For purposes of this section, Railway means “Burlington Northern Santa Fe LLC”, “BNSF RAILWAY COMPANY” and the subsidiaries, successors, assigns and affiliates of each.

Railroad will not accept binders as evidence of insurance, the original policy shall be provided. The named insured, description of the work and designation of the job site to be shown on the Policy are as follows:

Name Insured: BNSF Railway  
Description & Designation: Imperial Main Street, Jefferson County,  
Highway-Rail Signal Interface and Crossing Surface Installation  
BNSF File No: BF10011342  
Near BNSF Milepost 26.54 on the River Subdivision

**11.2.11** The contractor must notify BNSF Manager of Public Projects at [John.Caufield@bnsf.com](mailto:John.Caufield@bnsf.com) when applying for railroad insurance coverage.

**11.3** If any part of the work is sublet, similar insurance and evidence thereof in the same amounts as required of the prime contractor, shall be provided by or in behalf of the subcontractor to cover the subcontractor's operations. Endorsements to the prime contractor's policies specifically naming subcontractors and describing their operations will be acceptable for this purpose.

**11.4** All Insurance hereinbefore specified shall be carried until all work required to be performed under the terms of the contract has been satisfactorily completed within the limits of the Railroad's right of way as evidenced by the formal acceptance by the County. Insuring Companies may cancel insurance by permission of the County and Railroad or on 30 days written notice to the Railroad and County.

## **12.0 Hazardous Materials Compliance and Reporting.**

**12.1** Contractor shall be responsible for complying with all applicable federal, state and local governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, as amended; the Oil Pollution Act, as amended; the Hazardous Materials Transportation Act, as amended; and the Comprehensive Environmental Response, Compensation and Liability Act, as amended), and health and safety laws and regulations. In addition to the liability provisions contained elsewhere in this job special provision, the contractor hereby indemnifies, defends and holds harmless the Railroad for, from and against all fines or penalties imposed or assessed by federal, state and local governmental agencies against the Railroad which arise out of contractor's work under this special provision. Notwithstanding the preceding sentence, the contractor will not be liable for pre-existing hazardous materials or hazardous substances discovered on Railroad's property or right of way so long as such hazardous materials or hazardous substances were not caused by (in whole or in part) contractor's work, acts or omissions. If contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railroad's property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this special provision, the contractor shall immediately:

- (a) Notify the Railroad's Resource Operations Center at (800) 832-5452, of such discovery.
- (b) Take safeguards necessary to protect employees, subcontractors, agents and/or third parties.
- (c) Exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release

## **13.0 Personal Injury Reporting.**

**13.1** The Railroad is required to report certain injuries as a part of compliance with Federal Railroad Administration ("FRA") reporting requirements. Any personal injury sustained by any employee of the contractor, subcontractor or contractor's invitees while on the Railroad's property shall be reported immediately, by phone or mail if unable to contact in person, to the Railroad's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form is to be completed and sent by Fax to the Railroad at (817) 3527595 and to the Railroad's Project Representative no later than the close of shift on the date of the injury.

#### **14.0 Failure to Comply.**

**14.1** In the event the contractor violates or fails to comply with any of the requirements of this special provision, the below orders will be applied. Any such orders shall remain in effect until the contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

- (a) The Railroad Engineer may require that the contractor to vacate the Railroad's property.
- (b) The Engineer may withhold all monies due to the contractor until contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

**15.0 Payment for Cost of Compliance.** No separate payment will be made for any extra cost incurred on account of compliance with this special provision. All such cost shall be included in the contract unit price for other items included in the contract. Railroad will not be responsible for paying the contractor for any work performed under this special provision.

## EXHIBIT "C-1"

### Agreement Between **BNSF RAILWAY COMPANY** and the **CONTRACTOR**

**Railway File: BF10011342**

**Agency Project: Interconnect at Main Street in Imperial, MO**

[Insert contractor's legal name here] (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated \_\_\_\_\_, 201\_\_\_\_, with Jefferson County Department of Public Works for the performance of certain work in connection with the following project: Interconnect at Main Street in Imperial, MO. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for Jefferson County Department of Public Works (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

**1) RELEASE OF LIABILITY AND INDEMNITY**

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

**THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR  
INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST  
RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT,  
INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY  
APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER  
SO CLAIMED.**

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law.

**THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR  
CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF  
NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

**2) TERM**

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

**3) INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

- A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post

2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage
- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured's care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations."

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

#### **Other Requirements:**

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company  
c/o CertFocus  
P.O. Box 140528  
Kansas City, MO 64114  
Toll Free: 877-576-2378  
Fax number: 817-840-7487  
Email: [BNSF@certfocus.com](mailto:BNSF@certfocus.com)  
[www.certfocus.com](http://www.certfocus.com)

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.

Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify

**Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

#### **4) SALES AND OTHER TAXES**

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to

pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

## **5) EXHIBIT "C" CONTRACTOR REQUIREMENTS**

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

## **6) TRAIN DELAY**

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative (Nathan Norris 314-768-7030) four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.

Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

**CONTRACTOR TBD**

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

Printed Name: \_\_\_\_\_

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

Contact Person: \_\_\_\_\_

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

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Fax: \_\_\_\_\_

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

E-mail: \_\_\_\_\_

**BNSF Railway Company**

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

Name: \_\_\_\_\_  
Manager Public Projects

Accepted and effective this \_\_\_\_\_ day of 20\_\_.

## I. OPTIONAL PAVEMENTS

**1.0 Description.** This work shall consist of a pavement composed of either Portland cement concrete or asphaltic concrete constructed on a prepared subgrade. This work shall be performed in accordance with the standard specifications and as shown on the plans or established by the engineer.

**2.0** The quantities shown reflect the total square yards of pavement surface designated for each pavement type as computed and shown on the plans.

**2.1** No additional payment will be made for asphaltic concrete mix quantities to construct the required 1:1 slope along the edge of the pavement or for tack applied between lifts of asphalt.

**2.2** No additional payment will be made for aggregate base quantities outside the limits of the final surface area as computed and shown on the plans.

**2.3** The grading shown on the plans was designed for the thinner pavement option. For projects with grading in the contract, there will be no adjustment of the earthwork quantities due to adjusting the roadway subgrade for optional pavements.

**2.4** The contractor shall comply with Sections 401 through 403 for the asphalt option and Sections 501 and 502 for the concrete option.

**2.5** Shall the optional pavement placement consisting of asphaltic concrete, a track type paver capable of paving at least 10 ft. beyond center LANE is required.

**3.0 Method of Measurement.** The quantities of concrete pavement will be measured in accordance with Section 502.14. The quantities of asphaltic concrete pavement will be measured in accordance with Section 403.22.

**4.0 Basis of Payment.** The accepted quantity of the chosen option will be paid for by the contract unit bid price for Item 4019905, Optional Pavement, per Square Yard.

## J. DRAINAGE

**1.0 Description.** This work shall consist of construction of all new sewer lines, structures and related work as shown on the Project Plans. All materials and work in this section shall be in accordance with Standard Construction Specifications for Sewers and Drainage Facilities of the Metropolitan St. Louis Sewer District, Revised 2009.

**1.1** The following appurtenances shall be supplied and installed in accordance with the project plans and Metropolitan St. Louis Sewer District (MSD) Standards.

**2.0 Method of Measurement.** Measurement for these work items shall be as indicated below:

Adjust Inlet to Grade, measured per Each  
Steel Grate, measured per Each  
Adjust Manhole to Grade, measured per Each  
Class V Reinforced Concrete Pipe, measured per Linear Foot  
Pipe Collar, measured per Each

All excavation, disposal of materials, and restoration of adjacent areas shall be considered incidental to this work and shall be included in this contract unit price.

### **3.0 Basis of Payment.** Payment for this work shall be as follows:

Adjust Inlet to Grade, measured per Each  
Steel Grate, measured per Each  
Adjust Manhole to Grade, measured per Each  
Class V Reinforced Concrete Pipe, measured per Linear Foot  
Pipe Collar, measured per Each

## **K. MODULAR BLOCK RETAINING WALLS**

**1.0 Description.** This work shall cover all labor and materials necessary to furnish and install modular block retaining walls at locations shown on the plans. All materials used in the construction of the wall shall be approved by the County.

**1.1** Three weeks prior to the start of construction on the modular block walls, the Contractor shall submit shop drawings to the County for their review and approval. The wall system shall be of a type approved for use in this particular application. The contractor shall furnish the County the manufacturer's certification as to the type, use and engineering qualities of the wall system. An 80-lb retaining wall block shall be used and be brown in color.

**1.2** Payment for the modular block retaining wall shall include all work necessary to complete the wall. This shall include but is not limited to, excavation, backfill, wall system, anchorage, mortar (if required) and all drainage necessary.

### **1.3 Design Parameters**

**1.3.1 Soil:** The Contractor's Wall Design Engineer or Geotechnical Engineer shall be responsible for determining soil properties necessary for retaining wall design.

### **1.4 Design**

**1.4.1** The design analysis for the final sealed retaining wall plans prepared by the Wall Design Engineer shall consider the external stability against sliding and overturning, internal stability, and facial stability of the retained soil mass and shall be in accordance with acceptable engineering practice and these specifications. The internal and external

stability analysis shall be performed in accordance with the “NCMA Design Manual for Segmental Retaining Walls”, using the recommended minimum factors of safety in this manual.

**1.4.2** External stability analysis for bearing capacity and total and differential settlement shall be the responsibility of the Contractor and the Contractor's Wall Design Engineer. Contractor's Wall Design Engineer shall perform bearing capacity and settlement estimates based on the final wall design provided.

**2.0 Method of Measurement.** This work shall be measured for payment by square feet (SF) of wall face area.

**3.0 Basis of Payment.** The accepted quantity of Modular Block Retaining Wall will be paid for at the contract unit price per square foot (SF). The price shall include all materials, labor, equipment and incidentals to construct Modular Block Retaining Walls.

L. ASPHALT CURB

**1.0 Description.** This work shall consist of constructing a curb of asphaltic concrete in conformity with the lines, grades, and dimensions shown on the plans or established by the engineer. All applicable provisions of Section 403 in the current Missouri Standard Specifications for Highway Construction.

**2.0 Materials.** All material shall be in accordance with Division 1000. Material Details, and specifically as follow:

Item	Section
Aggregate	1002
Asphalt Binder, Performance Graded (PG)	1015
Fiber Additive	1071
Anti-Strip Additive	1071

**2.1 Composition of Mixture.** The asphaltic concrete mixture shall consist of aggregates, filler if needed, and asphalt cement combined in such proportions that the composition by weight of the finished mixture shall be within the limits of the mixture specified in the contract and in accordance with Section 403. The contractor shall submit in writing, for approval, the job mix proposed for use for asphalt curb.

**2.2** An approved commercial mixture may be used as approved by the engineer. If the contractor elects to use such a mixture, he shall furnish the engineer, for approval, a statement setting out the sources and the job mix formula of the mixture he proposes to furnish. If the proposed mixture and plant are approved by the engineer, the component materials and the mixture delivered will be accepted or rejected by visual inspection. The supplier shall furnish a certification in triplicate that the material and mixture are in conformance with the approved proposal.

### **3.0 Construction Requirements.**

**3.1** The curb shall be placed in position on a clean, tacked surface by means of an approved automatic curb machine which shapes and compacts the mixture to the designated cross section. The placement temperature of the mixture shall be approximately 260°F. Any required joints shall be carefully made in such manner as to insure a continuous bond between the old and new sections of the curb.

**3.2** The newly laid curb shall be protected from traffic by barricades or other suitable methods until the heat of the asphalt mixture has dissipated. Immediately after the asphalt curb has hardened, it shall be backfilled where required with suitable material.

**4.0 Method of Measurement.** Asphalt curb will be measured to the nearest linear foot.

**5.0 Basis of Payment.** The accepted quantity of asphalt curb will be paid for at the contract unit bid price. No direct payment will be made for cleaning and priming prior to placing of the curb.

## **M. WATERPROOFING SYSTEM AND ARCHITECTURAL PANELS AT KIMMSWICK CLUB**

**1.0 General.** A waterproofing system consisting of a roll-type waterproofing membrane, fiber, geocomposite drain system, flashing and trim for building at the Kimmswick Club located at 1027 Imperial Main Street. Also, existing architectural panels will be removed and replaced with new modified panels along the south face of building. The existing columns shall be used in place with the bottom cut off to fit the new sidewalk. This work shall consist of providing all costs for all labor and materials associated with the waterproofing system, architectural panels, and existing building modifications as illustrated in the details in the plans as a lump sum item.

### **2.0 Materials.**

**2.1.1 Waterproofing Membrane Materials.** The rolled, self-adhering waterproofing membrane shall consist of a polymeric waterproofing membrane protected by release paper on cross-laminated polyethylene carrier film with exposed polymeric membrane strips on both sides protected by pull-off release strips.

Performance Based Specification: Waterproofing membrane shall have the following characteristics:

- a. Compliance: AREMA Specification Chapter 29 – Waterproofing.
- b. Thickness:
  - 1) Carrier Film: 4 mils.
  - 2) Polymeric Membrane: 56 mils.

- c. Tensile Strength, ASTM D412, Die C:
  - 1) Carrier Film: 5,900 psi (40.71 MPa) minimum.
  - 2) Polymeric Membrane: 460 psi (3.23 MPa) minimum.
- d. Elongation, ASTM D412, Die C: Polymeric Membrane: 971 % minimum.
- e. Peel Adhesion, ASTM D903: 11.8 lbf/in. (2068 N/m).
- f. Lap Adhesion, ASTM D1876: 8.62 lbf/in. (1508 N/m)
- g. Water Vapor Permeability, ASTM E96, Method B: 0.036 perms.
- h. Water Absorption, ASTM D570: 0.1 percent, 72 hours maximum.
- i. Resistance to Hydrostatic Head: Equivalent to 230.9 feet (70.3 m) of water.
- j. Puncture Resistance, ASTM E154: 48.2 lbf (214.6 N).
- k. Exposure to Fungi, Soil Test: Pass, 16 weeks.
- l. Color:
  - 1) Carrier Film: White.
  - 2) Polymeric Membrane: Black.

**2.1.2 Geocomposite Drain System Materials.** The geocomposite drain system consists of a dimple raise moulded polystyrene core with a non-woven geotextile fabric bonded to the dimples of the core. Drainage board shall consist of the following physical properties:

<b>Physical Properties</b>	<b>ASTM Method (ASTM)</b>	
<u>Core</u>		
Compressive Strength, lbs/ft <sup>2</sup>	10,800 – 30,000	D 1621 (mod)
Flow Capacity, gpm/ft of width	9-18	D 4716

**2.1.3 Architectural Panels Materials.** The existing WDP36X12 Fypon panels shall be removed and replaced with WDP34X12 Fypon panels as shown in the details in the plans.

## 2.2 Waterproofing System Accessories

- A. Surface Conditioner:
  - 1. Temperatures Above 40°F (4°C): Water Base Primer.
  - 2. Temperatures Above 0°F (-18°C): VOC Compliant Solvent Base Primer or Standard Solvent Base Primer.

- B. Flashing and Fillets: Liquid Membrane.
- C. Pointing Mastic: Pointing Mastic.
- D. Termination Bar: Termination Bar.
- E. Corner Tape: Detail Strip.
- F. Waterproofing Protection Course: Protection Course.
- G. Rolled Matrix Drainage System: Rolled Matrix Drainage System.

### **3.0.1 Waterproofing System Delivery, Storage and Handling.**

- A. Deliver materials to site in manufacturer's original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.
- B. Store materials in a clean dry area in accordance with manufacturer's instructions.
- C. Store adhesives and primers at temperatures of 40°F (5°C) and above to facilitate handling.
- D. Store membrane cartons on pallets.
- E. Do not store at temperatures above 90°F (32°C) for extended periods.
- F. Keep away from sparks and flames.
- G. Completely cover when stored outside. Protect from rain.
- H. Protect materials during handling and application to prevent damage or contamination.
- I. Avoid use of products which contain tars, solvents, pitches, polysulfide polymers, or PVC materials that may come into contact with waterproofing membrane system.

**3.0.2 Waterproofing Membrane Environmental Requirements.** Product not intended for uses subject to abuse or permanent exposure to the elements. Protect rolls from direct sunlight until ready for use. Do not apply membrane when air or surface temperatures are below 40°F (4°C). Do not apply to frozen concrete.

**3.1.1 Waterproofing System Execution.** Examine surfaces to receive self-adhering membrane. Notify Engineer if surfaces are not acceptable. Do not begin surface preparation or application until unacceptable conditions have been corrected.

### **3.1.2 Waterproofing System Surface Preparation.**

- A. Protect adjacent surfaces not designated to receive waterproofing or geocomposite drainage system.
- B. Clean and prepare surfaces to receive waterproofing in accordance with manufacturer's instructions.
- C. Do not apply waterproofing to surfaces unacceptable to manufacturer.
- D. Concrete surfaces must be clean, smooth and free of standing water.
- E. Patch all holes and voids and smooth out any surface misalignments.
- F. Apply surface conditioner to surfaces that will be covered within one working day according to manufacturer's recommended coverage rates.
- G. Install corner tape on all inside and outside corners, including the footing.
- H. Apply a 9" (229 mm) strip of self-adhering membrane over construction, control and expansion joints and over cracks greater than 1/16" (1.59 mm) wide.
- I. Seal all terminations with pointing mastic.

### **3.1.3 Waterproofing Membrane Application.**

- A. Horizontal Application
  1. Apply waterproofing membrane system in accordance with manufacturer's instructions.
  2. Ensure accessory materials are compatible with membrane and approved by membrane manufacturer.
  3. Remove release paper on edge, then position the membrane.
  4. Pull balance of release paper off, running the roll from low to high points, so all laps will shed water.
  5. Immediately hand-rub the membrane firmly to the surface, removing any bubbles or wrinkles, then pressure roll the complete surface to assure positive adhesion.
  6. Stagger end laps and overlap all seams at least 2 1/2" (63.5 mm).
  7. Seal all terminations with pointing mastic.
  8. Inspect membrane before covering and repair as necessary. Cover

- tears and inadequate overlaps with membrane. Seal edges of patches with pointing mastic.
9. Perform flood testing of horizontal applications, as required. Mark leaks and repair when membrane dries.

B. Vertical Application

1. Apply waterproofing membrane system in accordance with manufacturer's instructions.
2. Ensure accessory materials are compatible with membrane and approved by membrane manufacturer.
3. Remove release paper on edge and position the membrane.
4. Pull balance of release paper off, running the roll vertically over the top of the corner tape at the footing.
5. Immediately hand-rub the membrane firmly to the surface, removing any bubbles or wrinkles, then pressure roll the complete surface to assure positive adhesion.
6. Overlap all seams and stagger end laps at least  $2\frac{1}{2}$ " (63.5 mm).
7. Seal all terminations with pointing mastic.
8. Inspect membrane before covering and repair as necessary. Cover tears and inadequate overlaps with membrane. Seal edges of patches with pointing mastic.

### **3.1.4 Geocomposite Drain System Application**

A. Vertical Application

1. Unroll drainage board with flat, core side against the wall or waterproofing membrane. Drainage board can be fastened at the top side with a suitable mechanical fastening system that is compatible with the substrate.
2. Adhere remainder of drainage board with mastic, compatible with this installation.
3. Overlap the flat side core lip with second sheet of drainage board to provide a continuous drainage layer (shingle fashion). Ensure excess filter fabric is overlapped with this next sheet.

B. Horizontal Application

1. Unroll drainage board and apply from high point to low point ensuring that overlap is in such a way so that water runs with the overlap.
2. Add appropriate ballast as needed to hold down drainage board.

**3.1.5 Waterproofing System Protection.** Protect membrane on vertical and horizontal applications with immediate application of waterproofing protection course, rolled matrix drainage board. Backfill immediately using care to ensure permanent placement of the drainage board and avoid damaging waterproofing membrane system.

**4.0 Measurement.** This work will not be measured for payment, but will be considered a lump sum unit.

**4.0 Basis of Payment.** The following items shall be considered incidental to Item No. 7119901, "Waterproofing System and Architectural System at Kimmwick Club", including but not limited to the waterproofing membrane, geocomposite drain system, plywood, a concrete footing next to the foundation wall, trim, flashing, exterior grade caulk, architectural panels, and modifications to the existing siding and columns and shall be paid as a lump sum item.

#### N. INLET PROTECTION – FIBER ROLLS

**1.0 General.** A fiber roll, also known as a wattle, consists of straw, flax, coconut fiber (coir), rice straw or other similar materials bound in a tight photodegradable or biodegradable tubular roll or filter sock. It is a temporary sediment control barrier around a storm water inlet designed to prevent sediment from entering the storm sewer. Shallow temporary ponding during and after rainfall should be expected.

**2.0 Placement.** The BMP shall be placed immediately after placement of inlet and before construction starts on existing inlets.

**2.1** The contractor shall dig a trench to the required depth for fiber rolls. The contractor shall place the fiber rolls directly on slope. The fiber rolls shall be staked as shown in the plans. The contractor shall place excavated soil (fiber roll) material along the upside of rolls as shown in the plans, not to exceed  $\frac{1}{4}$  of the roll diameter.

**3.0 Operation and Maintenance Procedures.** The contractor shall inspect every week and after every storm. Sediment accumulation should be removed that is deeper than  $\frac{1}{2}$  the exposed roll height. Repair or replace unstable or broken wood stakes. Stabilize any area susceptible to undermining. The contractor shall extend rows or add additional rolls if necessary to provide adequate protection.

**4.0 Removal.** The contractor shall remove the fiber rolls after contributing drainage areas have been adequately stabilized. The area shall be restored and vegetated.

**5.0 Basis of Payment.** The accepted quantities of Inlet Protection - Fiber Rolls will be paid for at the contract unit price for each pay item in the contract. This shall include constructing, maintaining, repairing, and removing and disposing of the fiber rolls after completion of the work. The contractor will be compensated at the contract unit price if the Engineer determines unusual conditions warrant repair or replacement of the fiber rolls.

#### O. DBE PROGRAM REQUIREMENTS

**1.0 Description:** Insert the following additional program provisions in the Disadvantaged Business Enterprise (DBE) Program Requirements of the General Provisions and Supplemental Specifications to Missouri Standard Specifications for Highway Construction.

**13.6 Factors Used to Determine if a DBE Regular Dealer of Liquid Asphalt is Performing a CUF.** The DBE must be responsible with respect to materials and supplies used on a contract perform all of the following, pursuant to 49 CFR § 26.55(c)(1) and 7 CSR 10-8.131:

- (a) Negotiating price.
- (b) Determining quality and quantity.
- (c) Ordering the material.
- (d) Paying for the material itself.
- (e) 30% of the work must be performed by the DBE's permanent employees (which does not include owner-operators or leased employees) or those hired by the DBE firm for the project from an independent source other than the prime contractor, such as a union hall. For at least 30% of the work the DBE's owned (not leased) equipment shall be used and the DBE must provide documentation that this owned equipment was used on the project as required by this provision.
- (f) For up to 70% of the remaining work the equipment used by the DBE must be by long term lease (at least one year) with another DBE or non-DBE but not the prime contractor. The DBE must have absolute priority over other businesses or entities to use the long term leased equipment and must display the name and identification number of the DBE.
- (g) The Contractor shall require DBE subcontractors to provide documentation in one of the following formats: bills of lading, hauling tickets, shippers manifest, and/or paid invoices. Regardless of the document format, the document(s) shall include the following information: name of the carrier, full name of the driver, driver ID number(s), truck and tanker ID or VIN number, and reflect the contract number, job number, county and route.

The contract number, job number, county and route can be reported through a consignee number or lift number, as long as the DBE Subcontractor has provided the consignee number, or lift number, along with project specific information which shall include contract number, job number, county and route.

The documentation must be submitted and generated by the DBE Subcontractor and be printed on letterhead or other similar documentation outlining the contact information for the DBE Subcontractor. In addition the documentation shall indicate

the quantity and amount invoiced to the prime contractor (Such as an invoice). **“MoDOT’s DBE Contractor/Subcontractor Project Trucker and Equipment List”** (Form 1) will be provided by MoDOT and shall be completed and submitted to MoDOT by the DBE Subcontractor or Liquid Asphalt Supplier before Asphalt Operations begin. The DBE Subcontractor shall report all trucks and tankers they currently own and all full time drivers that they employ, including all of the drivers numbers for each terminal the drivers pick up from. In addition the DBE Subcontractor shall include a list of “long term” leased equipment, along with drivers and drivers’ numbers to the DBE Subcontractor Project Trucker and Equipment List. The DBE Subcontractor shall attach copies of all current long term lease agreements to the DBE Subcontractor Project Trucker and Equipment List.

(h) DBE Trucking/Hauling regulations do not apply to regular dealers of liquid asphalt.

### **13.7 When a DBE Regular Dealer of Liquid Asphalt is Not Eligible for DBE Credit.**

- (a) “If its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation.” 49 CFR § 26.55(c)(2)
- (b) If the type of transaction does not allow the DBE subcontractor to perform one of the four required functions, such as a prime contractor deciding the price of a commodity to be supplied by the DBE, that transaction is not eligible for DBE credit.
- (c) Work that is performed with trucks that are not owned nor under a lease of at least one year by the DBE will not be eligible for DBE credit.
- (d) A lack of documentation verifying that at least one DBE owned (not leased) tractor and tanker/ trailer was used to haul liquid asphalt on the project will result in no DBE credit given on that project.

**13.8 This form will be completed by the inspector from the project office during the time of the project.** MoDOT will use the *MoDOT DBE Job-Site Review CUF Determination Form* to verify CUF was performed on the project, a copy of which is available on the MoDOT Contractor Resource website.

#### **P. CONCRETE PAVEMENT - EXPOSED AGGREGATE (7 IN. NON-REINFORCED)**

**1.0 Description.** The work shall cover all labor and materials necessary to furnish and install Concrete Pavement – Exposed Aggregate (7 in. non-reinforced).

**2.0 Materials.** Concrete Pavement – Exposed Aggregate (7 in. non-reinforced) shall include concrete pavement and exposed aggregate finish. The exposed aggregate shall match the existing aggregate finish.

**3.0 Method of Measurement.** The quantity of Concrete Pavement – Exposed Aggregate (7 in. non-reinforced) shall be measured to the nearest square yard (SY).

**4.0 Basis of Payment.** The accepted quantity of Concrete Pavement – Exposed Aggregate (7 in. non-reinforced) will be paid for at the contract unit price per square yard (SY). The price shall include all materials, labor, equipment, and incidentals to construct Concrete Pavement – Exposed Aggregate (7 in. non-reinforced). Sawcuts shall be considered incidental to this work and included in the contract unit price for Concrete Pavement – Exposed Aggregate (7 in. non-reinforced).

Q. INTEGRAL CURB (6 IN. HEIGHT AND UNDER) – EXPOSED AGGREGATE

**1.0 Description.** The work shall cover all labor and materials necessary to furnish and install Integral Curb (6 In. Height and Under) - Exposed Aggregate.

**2.0 Materials.** Integral Curb (6 In. Height and Under) - Exposed Aggregate shall include concrete curb and exposed aggregate finish. The exposed aggregate shall match the existing aggregate finish.

**3.0 Method of Measurement.** The quantity of Integral Curb (6 In. Height and Under) – Exposed Aggregate shall be measured to the nearest linear foot (LF).

**4.0 Basis of Payment.** The accepted quantity of Integral Curb (6 In. Height and Under) – Exposed Aggregate will be paid for at the contract unit price per linear foot (LF). The price shall include all materials, labor, equipment, and incidentals to construct Integral Curb (6 In. Height and Under) – Exposed Aggregate.

R. CONCRETE CURB RAMP - EXPOSED AGGREGATE

**1.0 Description.** The work shall cover all labor and materials necessary to furnish and install Concrete Curb Ramp – Exposed Aggregate.

**2.0 Materials.** Concrete Curb Ramp – Exposed Aggregate shall include concrete curb ramp (7 in. thick) and exposed aggregate finish. The exposed aggregate shall match the existing aggregate finish.

**3.0 Method of Measurement.** The quantity of Concrete Curb Ramp – Exposed Aggregate shall be measured to the nearest square yard (SY).

**4.0 Basis of Payment.** The accepted quantity of Concrete Curb Ramp – Exposed Aggregate will be paid for at the contract unit price per square yard (SY). The price shall include all materials, labor, equipment, and incidentals to construct Concrete Curb Ramp – Exposed Aggregate.

S. CONCRETE SIDEWALK (4 IN. THICK) - EXPOSED AGGREGATE

**1.0 Description.** The work shall cover all labor and materials necessary to furnish and install Concrete Sidewalk (4 In. Thick) – Exposed Aggregate. The sidewalk shall be ADA compliant.

**2.0 Materials.** Concrete Sidewalk (4 In. Thick) – Exposed Aggregate shall include concrete sidewalk and exposed aggregate finish. The exposed aggregate shall match the existing aggregate finish.

**3.0 Method of Measurement.** The quantity of Concrete Sidewalk (4 In. Thick) – Exposed Aggregate shall be measured to the nearest square yard (SY).

**4.0 Basis of Payment.** The accepted quantity of Concrete Sidewalk (4 In. Thick) – Exposed Aggregate will be paid for at the contract unit price per square yard (SY). The price shall include all materials, labor, equipment, and incidentals to construct Concrete Sidewalk (4 In. Thick) – Exposed Aggregate.

T. REMOVE AND RELOCATE EXISTING PTZ CAMERA AND WIRELESS INTERFACE EQUIPMENT

**1.0 Description.** The work shall cover all labor and materials necessary to Remove and Relocate Existing PTZ Camera and Wireless Interface Equipment from the existing mast arm & pole at the northwest quadrant of the intersection, reinstall the equipment on the proposed mast arm and pole in the same quadrant, and make necessary connections and test for proper network connection. This work shall also include the removal of the existing cables from the existing conduit system and running new the cables within the new conduit system from the devices in their final location to the proposed controller. If any equipment is damaged during removal, storage or re-erection they shall be replaced by the Contractor at his cost. This work shall be coordinated with MoDOT SLITS Group via an email to [SLITS@modot.mo.gov](mailto:SLITS@modot.mo.gov).

**2.0 Materials.** Remove and Relocate Existing PTZ Camera and Wireless Interface Equipment shall include any new hardware needed for re-mounting.

**3.0 Construction Requirements.**

**3.1** Provide to the MoDOT SLITS engineer a detailed schedule at least thirty (30) days before commencing this type of work.

**3.2** The Contractor shall NOT move any cables from port to port on the network switches without prior MoDOT approval.

**3.3** Assist MoDOT SLITS engineer in making the reinstalled equipment operational. This may entail having a person with a cellular telephone at the cabinet reporting on results and making changes as directed by the MoDOT SLITS engineer. It may also entail installing replacement equipment when a unit cannot be made to work properly.

**4.0 Method of Measurement.** The quantity of Remove and Relocate Existing PTZ Camera and Wireless Interface Equipment shall be measured as Lump Sum (LS).

**5.0 Basis of Payment.** The accepted quantity of Remove and Relocate Existing PTZ Camera and Wireless Interface Equipment will be paid for at the contract unit price per lump sum (LS). The price shall include all materials, labor, equipment, and incidentals to Remove and Relocate Existing PTZ Camera and Wireless Interface Equipment, and all miscellaneous hardware required for a safe, fully operational system.

#### **U. RELOCATE TRAFFIC SIGNAL SIGNS**

**1.0 Description.** The work shall cover all labor and materials necessary to Relocate Traffic Signal Signs as directed in the plans. If any sign or hardware is damaged during removal, storage or re-erection they shall be replaced by the Contractor at his cost.

**2.0 Materials.** Relocate Traffic Signal Signs shall include any new hardware needed for re-mounting.

**3.0 Method of Measurement.** The quantity of Relocate Traffic Signal Signs shall be measured as Each.

**4.0 Basis of Payment.** The accepted quantity of Relocate Traffic Signal Signs will be paid for at the contract unit price per Each. The price shall include all materials, labor, equipment, and incidentals to Relocate Traffic Signal Signs.

#### **V. STAMPED CONCRETE**

**1.0 Scope of Work.** This item shall consist of all work associated with furnishing and installing concrete with a decorative stamped pattern in accordance with these specifications, as detailed on the plans or directed by the Engineer. This shall include all labor, materials, sawcutting, base preparations and installations to the lines and grades shown on the plans including incidentals thereto.

**2.0 Materials.** All materials used shall meet the applicable manufacturer's specifications and recommendations for an installation of this type. The contractor is to submit all pertinent manufacturer's information for stamped concrete systems to Jefferson County

for approval. This includes colors, patterns, and locations of similar installations with names and phone numbers. The pattern selected shall be of a herringbone style and color selected by Engineer.

At a minimum all concrete shall meet the requirements for Portland Cement Concrete Pavement in Section 502 of the Missouri Standard Specifications for Highway Construction.

**3.0 Measurement.** Measurement for this item shall be based on the number of square yards of stamped concrete completed and accepted.

**4.0 Basis of Payment.** Payment for this item will be base on the unit price per square yard of Stamped Concrete constructed and accepted, including all labor, materials, tolls and equipment necessary to complete the work as specified.

W. WHEEL STOP

**1.0 Scope of Work.** This work will consist of adding pinned concrete wheel stops as shown in the plans.

**2.0 Method of Measurement.** The quantity of wheel stops will be measured per each.

**3.0 Basis of Payment.** The pinned wheel stop will be paid for at the contract unit price per each, which shall include all materials, labor, equipment, and tools necessary for the work.

X. CONDUIT, ¾" RIGID, IN TRENCH

**1.0 Description.** The work shall cover all labor and materials necessary to furnish and install Conduit, ¾" Rigid, In Trench per MoDOT Standard Specifications for Highway Construction Section 901 and 1060.

**3.0 Method of Measurement.** The quantity of Conduit, ¾" Rigid, In Trench shall be measured to the nearest linear foot (LF).

**4.0 Basis of Payment.** The accepted quantity of Conduit, ¾" Rigid, In Trench will be paid for at the contract unit price per linear foot (LF). The price shall include all materials, labor, equipment, and incidentals to construct Conduit, ¾" Rigid, In Trench.

Y. CONDUIT, 1" RIGID, IN TRENCH

**1.0 Description.** The work shall cover all labor and materials necessary to furnish and install Conduit, 1" Rigid, In Trench per MoDOT Standard Specifications for Highway Construction Section 901 and 1060.

**3.0 Method of Measurement.** The quantity of Conduit, 1" Rigid, In Trench shall be measured to the nearest linear foot (LF).

**4.0 Basis of Payment.** The accepted quantity of Conduit, 1" Rigid, In Trench will be paid for at the contract unit price per linear foot (LF). The price shall include all materials, labor, equipment, and incidentals to construct Conduit, 1" Rigid, In Trench.

## Z. CONDUIT, 1 1/4" RIGID, IN TRENCH

**1.0 Description.** The work shall cover all labor and materials necessary to furnish and install Conduit, 1 1/4" Rigid, In Trench per MoDOT Standard Specifications for Highway Construction Section 901 and 1060.

**3.0 Method of Measurement.** The quantity of Conduit, 1 1/4" Rigid, In Trench shall be measured to the nearest linear foot (LF).

**4.0 Basis of Payment.** The accepted quantity of Conduit, 1 1/4" Rigid, In Trench will be paid for at the contract unit price per linear foot (LF). The price shall include all materials, labor, equipment, and incidentals to construct Conduit, 1 1/4" Rigid, In Trench.

## AA. EXTERIOR LIGHTING

# PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

## 1.2 SUMMARY

- A. Section Includes:
  1. Exterior luminaires.
  2. Poles and accessories.

### 1.3 DEFINITIONS

- A. CCT: Correlated color temperature.
- B. CRI: Color-rendering index.
- C. HID: High-intensity discharge.
- D. LER: Luminaire efficacy rating.
- E. Luminaire: Complete lighting fixture, including ballast housing if provided.
- F. Pole: Luminaire support structure, including tower used for large area illumination.
- G. Standard: Same definition as "Pole" above.

### 1.4 STRUCTURAL ANALYSIS CRITERIA FOR POLE SELECTION

- A. Dead Load: Weight of luminaire and its horizontal and vertical supports, lowering devices, and supporting structure, applied as stated in AASHTO LTS-4-M.
- B. Live Load: Single load of **500 lbf**, distributed as stated in AASHTO LTS-4-M.
- C. Ice Load: Load of **3 lbf/sq. ft.**, applied as stated in AASHTO LTS-4-M Ice Load Map.
- D. Wind Load: Pressure of wind on pole and luminaire and banners and banner arms, calculated and applied as stated in AASHTO LTS-4-M.
  - 1. Basic wind speed for calculating wind load for poles **50 feet** high or less is **100 mph**.
    - a. Wind Importance Factor: 1.0.
    - b. Minimum Design Life: 25 years.
    - c. Velocity Conversion Factors: 1.0.

### 1.5 ACTION SUBMITTALS

- A. Product Data: For each luminaire, pole, and support component, arranged in order of lighting unit designation. Include data on features, accessories, finishes, and the following:
  - 1. Physical description of luminaire, including materials, dimensions, effective projected area, and verification of indicated parameters.
  - 2. Details of attaching luminaires and accessories.
  - 3. Details of installation and construction.

4. Luminaires materials.
5. Photometric data based on laboratory tests of each luminaire type, complete with indicated lamps, ballasts, and accessories.
  - a. Testing Agency Certified Data: For indicated luminaires, photometric data shall be certified by a qualified independent testing agency. Photometric data for remaining luminaires shall be certified by manufacturer.
  - b. Manufacturer Certified Data: Photometric data shall be certified by manufacturer's laboratory with a current accreditation under the National Voluntary Laboratory Accreditation Program for Energy Efficient Lighting Products.
6. Photoelectric relays.
7. Ballasts, including energy-efficiency data.
8. Lamps, including life, output, CCT, CRI, lumens, and energy-efficiency data.
9. Materials, dimensions, and finishes of poles.
10. Means of attaching luminaires to supports, and indication that attachment is suitable for components involved.
11. Anchor bolts for poles.
12. Manufactured pole foundations.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. Detail equipment assemblies and indicate dimensions, weights, loads, required clearances, method of field assembly, components, and location and size of each field connection.
2. Anchor-bolt templates keyed to specific poles and certified by manufacturer.
3. Design calculations, certified by a qualified professional engineer, indicating strength of screw foundations and soil conditions on which they are based.
4. Wiring Diagrams: For power, signal, and control wiring.

## 1.6 INFORMATIONAL SUBMITTALS

- A. Pole and Support Component Certificates: Signed by manufacturers of poles, certifying that products are designed for indicated load requirements in AASHTO LTS-4-M and that load imposed by luminaire and attachments has been included in design. The certification shall be based on design calculations by a professional engineer.
- B. Qualification Data: For qualified agencies providing photometric data for lighting fixtures.
- C. Field quality-control reports.

- D. Warranty: Sample of special warranty.

## **1.7 CLOSEOUT SUBMITTALS**

- A. Operation and Maintenance Data: For luminaires to include in emergency, operation, and maintenance manuals.

## **1.8 QUALITY ASSURANCE**

- A. Luminaire Photometric Data Testing Laboratory Qualifications: Provided by manufacturers' laboratories that are accredited under the National Volunteer Laboratory Accreditation Program for Energy Efficient Lighting Products.
- B. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- C. Comply with IEEE C2, "National Electrical Safety Code."
- D. Comply with NFPA 70.

## **1.9 DELIVERY, STORAGE, AND HANDLING**

- A. Package aluminum poles for shipping according to ASTM B 660.
- B. Store poles on decay-resistant-treated skids at least **12 inches** above grade and vegetation. Support poles to prevent distortion and arrange to provide free air circulation.
- C. Retain factory-applied pole wrappings on fiberglass poles until right before pole installation. Handle poles with web fabric straps.
- D. Retain factory-applied pole wrappings on metal poles until right before pole installation. For poles with nonmetallic finishes, handle with web fabric straps.

## **1.10 WARRANTY**

- A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace products that fail in materials or workmanship; that corrode; or that fade, stain, perforate, erode, or chalk due to effects of weather or solar radiation within specified warranty period. Manufacturer may exclude lightning damage, hail damage, vandalism, abuse, or unauthorized repairs or alterations from special warranty coverage.

1. Warranty Period for Luminaires: Five years from date of Substantial Completion.
2. Warranty Period for Metal Corrosion: Five years from date of Substantial Completion.
3. Warranty Period for Color Retention: Five years from date of Substantial Completion.
4. Warranty Period for Poles: Repair or replace lighting poles and standards that fail in finish, materials, and workmanship within manufacturer's standard warranty period, but not less than three years from date of Substantial Completion.

## **PART 2 - PRODUCTS**

### **2.1 MANUFACTURERS**

- A. Products: Subject to compliance with requirements, provide product indicated on Drawings.

### **2.2 GENERAL REQUIREMENTS FOR LUMINAIRES**

- A. Luminaires shall comply with UL 1598 and be listed and labeled for installation in wet locations by an NRTL acceptable to authorities having jurisdiction.
- B. LED Fixtures: Comply with ANSI C78.377-2008 and ENERGY STAR requirements.
- C. Lateral Light Distribution Patterns: Comply with IESNA RP-8 for parameters of lateral light distribution patterns indicated for luminaires.
- D. Metal Parts: Free of burrs and sharp corners and edges.
- E. Sheet Metal Components: Corrosion-resistant aluminum unless otherwise indicated. Form and support to prevent warping and sagging.
- F. Housings: Rigidly formed, weather- and light-tight enclosures that will not warp, sag, or deform in use. Provide filter/breather for enclosed luminaires.
- G. Doors, Frames, and Other Internal Access: Smooth operating, free of light leakage under operating conditions, and designed to permit relamping without use of tools. Designed to prevent doors, frames, lenses, diffusers, and other components from falling accidentally during relamping and when secured in operating position. Doors shall be removable for cleaning or replacing lenses. Designed to disconnect ballast when door opens.
- H. Exposed Hardware Material: Stainless steel.

- I. Plastic Parts: High resistance to yellowing and other changes due to aging, exposure to heat, and UV radiation.
- J. Light Shields: Metal baffles, factory installed and field adjustable, arranged to block light distribution to indicated portion of normally illuminated area or field.
- K. Reflecting surfaces shall have minimum reflectance as follows unless otherwise indicated:
  - 1. White Surfaces: 85 percent.
  - 2. Specular Surfaces: 83 percent.
  - 3. Diffusing Specular Surfaces: 75 percent.
- L. Lenses and Refractors Gaskets: Use heat- and aging-resistant resilient gaskets to seal and cushion lenses and refractors in luminaire doors.
- M. Luminaire Finish: Manufacturer's standard paint applied to factory-assembled and -tested luminaire before shipping. Where indicated, match finish process and color of pole or support materials.

### **2.3 LED FIXTURE**

- A. Description: Solid State LED with compatible driver shall include the following:
  - 1. Color Corrected Temperature (CCT): 3500 K
  - 2. Color Rendering Index (CRI): 80 or greater.
  - 3. Dimming: Minimum efficacy, light output, CCT, CRI, and power factor of dimmable lamps will be confirmed with the lamp operated at full power.
  - 4. Warranty: A warranty must be provided for lamps, covering material repair or replacement for a minimum of three (3) years from the date of purchase.
  - 5. Power Factor: For lamp power  $\leq$  5W and for low voltage lamps, no minimum power factor is required. For lamp power  $>$  5W, power factor must be  $\geq$  0.70. Note: Power factor must be measured at rated voltage.
  - 6. Minimum Operating Temperature: -20°C
  - 7. LED Operating Frequency:  $\geq$  150 Hz
  - 8. Electromagnetic and Radio Frequency Interference: LED lamps must meet the appropriate FCC requirements for consumer use (FCC 47 CFR part 15).
  - 9. Audible Noise: LED lamp shall have Class A sound rating.
  - 10. Transient Protection: Power supply shall comply with IEEE C.62.41-1991, Class A operation.
  - 11. Operating Voltage: Lamp shall operate at rated nominal voltage of 120, 240, or 277 VAC, or at 12 or 24 VAC or VDC.

## 2.4 GENERAL REQUIREMENTS FOR POLES AND SUPPORT COMPONENTS

- A. Structural Characteristics: Comply with AASHTO LTS-4-M.
  - 1. Wind-Load Strength of Poles: Adequate at indicated heights above grade without failure, permanent deflection, or whipping in steady winds of speed indicated in "Structural Analysis Criteria for Pole Selection" Article.
  - 2. Strength Analysis: For each pole, multiply the actual equivalent projected area of luminaires and brackets by a factor of 1.1 to obtain the equivalent projected area to be used in pole selection strength analysis.
- B. Luminaire Attachment Provisions: Comply with luminaire manufacturers' mounting requirements. Use stainless-steel fasteners and mounting bolts unless otherwise indicated.
- C. Mountings, Fasteners, and Appurtenances: Corrosion-resistant items compatible with support components.
  - 1. Materials: Shall not cause galvanic action at contact points.
  - 2. Anchor Bolts, Leveling Nuts, Bolt Caps, and Washers: Hot-dip galvanized after fabrication unless otherwise indicated.
  - 3. Anchor-Bolt Template: Plywood or steel.
- D. Handhole: Oval-shaped, with minimum clear opening of **2-1/2 by 5 inches**, with cover secured by stainless-steel captive screws.
- E. Concrete Pole Foundations: Cast in place, with anchor bolts to match pole-base flange.
- F. Integral receptacle. External festoon casting GFI receptacle and cover located 6" below top of 12' tapered pole (11'-6" above grade).
- G. (2) Breakaway Banner Arms as shown on plan drawings.

## 2.5 DECORATIVE POLES

- A. Pole Material:
  - 1. 6063 alloy aluminum and 356 alloy aluminum.
- B. Shape: Round, fluted.
- C. Pole Height (without luminaire): 12 feet.
- D. Mounting Provisions:
  - 1. Bolted to concrete foundation.
  - 2. Embedded.

- E. Grounding and Bonding Lugs: Welded 1/2-inch threaded lug, complying with requirements in Job Special Provision "Grounding and Bonding" listed for attaching grounding and bonding conductors of type and size listed in that Section, and accessible through handhole.
- F. Pole Finish: Black.
- G. Factory-Painted Finish: Comply with NAAMM's "Metal Finishes Manual for Architectural and Metal Products" for recommendations for applying and designating finishes.
  - 1. Surface Preparation: Clean surfaces to comply with SSPC-SP 1, "Solvent Cleaning," to remove dirt, oil, grease, and other contaminants that could impair paint bond. Grind welds and polish surfaces to a smooth, even finish. Remove mill scale and rust, if present, from uncoated steel, complying with SSPC-SP 5/NACE No. 1, "White Metal Blast Cleaning," or with SSPC-SP 8, "Pickling."
  - 2. Interior Surfaces of Pole: One coat of bituminous paint, or otherwise treat for equal corrosion protection.
  - 3. Exterior Surfaces: Manufacturer's standard finish consisting of one or more coats of primer and two finish coats of high-gloss, high-build polyurethane enamel.

## **PART 3 - EXECUTION**

### **3.1 LUMINAIRE INSTALLATION**

- A. Fasten luminaire to indicated structural fitters.
  - 1. Use fastening methods and materials selected to resist seismic forces defined for the application and approved by manufacturer.
- B. Adjust luminaires that require field adjustment or aiming. Include adjustment of photoelectric device to prevent false operation of relay by artificial light sources, favoring a north orientation.

### **3.2 POLE INSTALLATION**

- A. Alignment: Align pole foundations and poles for optimum directional alignment of luminaires and their mounting provisions on the pole.
- B. Clearances: Maintain the following minimum horizontal distances of poles from surface and underground features unless otherwise indicated on Drawings:
  - 1. Fire Hydrants and Storm Drainage Piping: 5 feet.

2. Water, Gas, Electric, Communication, and Sewer Lines: 10 feet.
3. Electric and Communication Lines: 5 feet.
4. Trees: 15 feet from tree trunk.

C. Concrete Pole Foundations: Set anchor bolts according to anchor-bolt templates furnished by pole manufacturer. Concrete materials, installation, and finishing requirements are specified in Division 03 Section "Cast-in-Place Concrete."

D. Foundation-Mounted Poles: Mount pole with leveling nuts, and tighten top nuts to torque level recommended by pole manufacturer.

1. Use anchor bolts and nuts selected to resist seismic forces defined for the application and approved by manufacturer.
2. Grout void between pole base and foundation. Use nonshrink or expanding concrete grout firmly packed to fill space.
3. Install base covers unless otherwise indicated.
4. Use a short piece of 1/2-inch diameter pipe to make a drain hole through grout. Arrange to drain condensation from interior of pole.

E. Poles and Pole Foundations Set in Concrete Paved Areas: Install poles with minimum of 6-inch wide, unpaved gap between the pole or pole foundation and the edge of adjacent concrete slab. Fill unpaved ring with pea gravel to a level 1 inch below top of concrete slab.

F. Raise and set poles using web fabric slings (not chain or cable).

### **3.3 CORROSION PREVENTION**

A. Aluminum: Do not use in contact with earth or concrete. When in direct contact with a dissimilar metal, protect aluminum by insulating fittings or treatment.

B. Steel Conduits: In concrete foundations, wrap conduit with 0.010-inch thick, pipe-wrapping plastic tape applied with a 50 percent overlap.

### **3.4 GROUNDING**

A. Ground metal poles and support structures according to Job Special Provision "Grounding and Bonding"

1. Install grounding electrode for each pole unless otherwise indicated.
2. Install grounding conductor pigtail in the base for connecting luminaire to grounding system.

B. Ground nonmetallic poles and support structures according to Job Special Provision "Grounding and Bonding"

1. Install grounding electrode for each pole.
2. Install grounding conductor and conductor protector.
3. Ground metallic components of pole accessories and foundations.

### **3.5 FIELD QUALITY CONTROL**

- A. Inspect each installed fixture for damage. Replace damaged fixtures and components.
- B. Illumination Observations: Verify normal operation of lighting units after installing luminaires and energizing circuits with normal power source.
  1. Verify operation of photoelectric controls.
- C. Prepare a written report of inspections, observations, and verifications indicating and interpreting results. If adjustments are made to lighting system, retest to demonstrate compliance with standards.

#### **AB. GROUNDING AND BONDING**

## **PART 1 - GENERAL**

### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

### **1.2 SUMMARY**

- A. Section Includes: Grounding systems and equipment.
- B. Section includes grounding systems and equipment, plus the following special applications:
  1. Underground distribution grounding.

### **1.3 ACTION SUBMITTALS**

- A. Product Data: For each type of product indicated.

## **1.4 INFORMATIONAL SUBMITTALS**

- A. Informational Submittals: Plans showing dimensioned as-built locations of grounding features specified in "Field Quality Control" Article, including the following:
  1. Ground rods.
- B. Field quality-control reports.

## **1.5 QUALITY ASSURANCE**

- A. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, by a qualified testing agency, and marked for intended location and application.
- B. Comply with UL 467 for grounding and bonding materials and equipment.

# **PART 2 - PRODUCTS**

## **2.1 CONDUCTORS**

- A. Insulated Conductors: Copper wire or cable insulated for 600 V unless otherwise required by applicable Code or authorities having jurisdiction.
- B. Bare Copper Conductors:
  1. Solid Conductors: ASTM B 3.
  2. Stranded Conductors: ASTM B 8.
  3. Bonding Cable: 28 kcmil, 14 strands of No. 17 AWG conductor, 1/4 inch in diameter.
  4. Bonding Conductor: No. 4 or No. 6 AWG, stranded conductor.
  5. Bonding Jumper: Copper tape, braided conductors terminated with copper ferrules; 1-5/8 inches wide and 1/16 inch thick.

## **2.2 CONNECTORS**

- A. Listed and labeled by an NRTL acceptable to authorities having jurisdiction for applications in which used and for specific types, sizes, and combinations of conductors and other items connected.
- B. Bolted Connectors for Conductors and Pipes: Copper or copper alloy, pressure type with at least two bolts.
- C. Welded Connectors: Exothermic-welding kits of types recommended by kit manufacturer for materials being joined and installation conditions.

- D. Compression Connectors: Irreversible hydraulic compression kits as recommended by manufacturer. Connectors shall be factory filled with an oxide inhibitor.
- E. Bus-bar Connectors: Mechanical type, cast silicon bronze, solderless compression -type wire terminals, and long-barrel, two-bolt connection to ground bus bar.

## **2.3 GROUNDING ELECTRODES**

- A. Ground Rods: Copper-clad steel; 3/4 inch in diameter by 8 feet.

## **PART 3 - EXECUTION**

### **3.1 APPLICATIONS**

- A. Conductors: Install solid conductor for No. 8 AWG and smaller, and stranded conductors for No. 6 AWG and larger unless otherwise indicated.
- B. Grounding Bus: Install in metered lighting control pedestal.
  - 1. Install bus on insulated spacers 2 inches minimum from pedestal exterior, 6 inches above concrete pad unless otherwise indicated.
- C. Conductor Terminations and Connections:
  - 1. Underground Connections: Welded connectors or irreversible compression connectors except as otherwise indicated.

### **3.2 EQUIPMENT GROUNDING**

- A. Install insulated equipment grounding conductors with all feeders and branch circuits.
- B. Install insulated equipment grounding conductors with the following items, in addition to those required by NFPA 70:
  - 1. Feeders and branch circuits.
  - 2. Lighting circuits.
- C. Metal Poles Supporting Outdoor Lighting Fixtures: Install grounding electrode and a separate insulated equipment grounding conductor in addition to grounding conductor installed with branch-circuit conductors.

### **3.3 INSTALLATION**

- A. Grounding Conductors: Route along shortest and straightest paths possible unless otherwise indicated or required by Code. Avoid obstructing access or placing conductors where they may be subjected to strain, impact, or damage.
- B. Ground Rods: Drive rods until tops are 12 inches below final grade unless otherwise indicated.

### **3.4 FIELD QUALITY CONTROL**

- A. Tests and Inspections:
  - 1. After installing grounding system but before permanent electrical circuits have been energized, test for compliance with requirements.
  - 2. Inspect physical and mechanical condition. Verify tightness of accessible, bolted, electrical connections with a calibrated torque wrench according to manufacturer's written instructions.
  - 3. Compression connections should be inspected for proper die index number per manufacturer specification.
  - 4. Test completed grounding system at each location where a maximum ground-resistance level is specified, at service disconnect enclosure grounding terminal, and at individual ground rods. Make tests at ground rods before any conductors are connected.
    - a. Measure ground resistance no fewer than two full days after last trace of precipitation and without soil being moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance.
    - b. Perform tests by fall-of-potential method according to IEEE 81.
- B. Grounding system will be considered defective if it does not pass tests and inspections.
- C. Prepare test and inspection reports.
- D. Report measured ground resistances that exceed the following values:
  - 1. Pad-Mounted Equipment: 5 ohms.

Excessive Ground Resistance: If resistance to ground exceeds specified values, notify Project Manager promptly and include recommendations to reduce ground resistance.

#### **AC. METERED PEDESTAL**

**1.0 Description.** This work shall consist of furnishing and installing new metered pedestal for control of pedestrian lighting throughout project.

- A. Voltage Rating: 120/240 Volt, 1 Phase, 3 Wire.
- B. Amperage Rating: 100 Amp.
- C. Short Circuit Rating: 10 KAIC.

**2.0 Materials.** Materials shall match existing size and type or as approved by the Engineer.

- A. NEMA 3R construction.
- B. Galvanized steel construction.
- C. Stainless steel hinges, continuous piano hinge type.
- D. Pedestal mounting bolts shall not be externally accessible. Pedestal shall be mounted on concrete base using mounting base.
- E. Service pedestal shall have 3 separate isolated sections for metering equipment, utility termination and customer equipment.
- F. Metering section must be pad-lockable and sealable and have a hinged swing back hood with an integral polycarbonate sealable window for access to demand meters. A stainless steel handle shall be provided on the front exterior of the hood. Meter socket type shall meet the requirements of the local utility.
- G. Utility termination section shall be pad-lockable and sealable and shall have a stainless steel handle provided on lift-off cover. Sufficient clearance shall be provided for a 4-inch diameter conduit for utility cables entrance. Utility landing lugs shall accommodate conductors ranging in sizes from #6 AWG to 350 kcmil.
- H. Customer compartment door to be hinged on the left hand side. A stainless pad-lockable hasp provided to secure customer compartment. A door keeper shall be provided to keep the door in an open position. A print packet on the inside of the door shall hold all wiring schematics, circuit directories and instructions in a clear, weatherproof sleeve. Required labeling shall be located in the inside of the customer door. Distribution and control equipment shall be behind an internal dead-front door with a quarter-turn securing latch and be hinged to open more than 90 degrees. The dead-front door shall be hinged on the same side as the customer section door. All distribution and control equipment shall be factory wired using 600 volt wire sized to UL requirements.
- I. The provided documentation shall list breaker combinations and those to be used for de-rated operation for series ratings. Circuit breakers are industrial grade, fully rated.
- J. Main circuit breakers shall be 1, 2, or 3 pole.
- K. Plug in circuit breakers shall not be permitted.
- L. All circuit breakers shall be installed in vertical position. Handle up for "ON", Handle down for "OFF".
- M. All bussing is UL approved copper cable bussing, fully rated.
- N. Lighting control shall consist of integral photocell.

**3.0 Method of Measurement.** The quantity of Metered Pedestal will be measured per each pedestal (EA).

**4.0 Basis of Payment.** The accepted quantity of Metered pedestal will be paid for at the contract unit price per each unit (EA). The price shall include all materials, equipment, tools necessary for the work. No direct payment will be made for incidental items necessary for this work.

AD. INSPECTION WAIVER

**1.0 Description.** The County requires inspection of materials and products and requires certifications from the manufacturers or suppliers for compliance with the specifications.

**2.0 Submittal.** The Contractor shall submit certifications, signed by the material suppliers and the Contractor, that all materials meet specification requirements. Shop drawings, material certifications, mix designs, etc. shall be submitted to the Engineer for approval, at least two weeks prior to placement of material and shall be field inspected by the Engineer during placement of the material.

**3.0 Basis of Payment.** This waiver does not relieve the Contractor from compliance. The Contractor shall provide the materials for field-testing at no additional payment.

# REVISIONS TO MODOT STANDARD SPECIFICATIONS

Rev. 4/01/2018

## **DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS**

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

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

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

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

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

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

In this provision, "contractor" will be defined as the contractor on the contract; "subrecipient" will be defined as any subcontractor performing the work. For the purposes of any federal-aid contract awarded by the Commission, "the recipient" will be defined as either the Commission, or MoDOT, or both. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes with a subrecipient.

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

**7.0 DBE Program Information.** DBE Program information may be obtained from the MoDOT External Civil Rights Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, Email: [dbe@modot.mo.gov](mailto:dbe@modot.mo.gov). It will be the duty of each contractor, for the contractor and for the contractor's subrecipients and surety, to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm's legal obligations and limitations under the DBE Program, as a requirement of program participation. A surety providing a bid or contract bond will be bound by those bonds to the duties of the surety's principal.

**8.0 DBE Certification, and the Missouri Unified Certification Program.** The Missouri Department of Transportation and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed

a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor's responsibility to ensure firms identified for participation are approved certified DBE firms. The MRCC DBE Directory can be found at the following link:

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

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

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

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

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

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

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

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

or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, its subcontractors and suppliers, and the bid bond and contract bond sureties, for each federal-aid contract.

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

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

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

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

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

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

**11.0 Good Faith Effort to Secure DBE Services.** The bidder shall make a good faith effort to seek DBEs in a reasonable geographic area to where the solicitation for subcontracts and material is made. If the bidder cannot meet the goals using DBEs from that geographic area, the bidder shall, as a part of the effort to meet the goal, expand the search to a wider geographic area.

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

**11.2 Contract Goal, Good Faith Efforts Specified.** The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, the

apparent low and second low bidder shall file the completed “DBE Identification Submittal” pages with MoDOT on or before 4:00 p.m. of the third business day after the bid opening date, directly to the External Civil Rights Division, Missouri Department of Transportation, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Telefax transmittal to MoDOT will be permitted at fax no. (573) 526-0558. The complete and signed original documents shall be mailed to MoDOT no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11.5 Documentation, and Administrative Reconsideration of the Bidder's Good Faith Efforts.** In the bidding documents, the bidder has the opportunity and responsibility to provide certified written documentation as to whether the bidder made a good faith effort to meet the DBE contract goal as proposed by the Commission. Any bidder that has not met the Commission's proposed DBE contract goal at the time of bid opening must submit the completed “Certification of Good Faith Efforts to Obtain DBE Participation”. The certification should be included in the bidding documents, fully and in detail, at the time its sealed bid is submitted; however, if that information is not completed and submitted with the initial sealed bid, the bidder must submit the documentation to MoDOT on or before 4:00 p.m. of the third business day after the bid opening date, directly to the External Civil Rights Division, Missouri Department of Transportation, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-

0270. Telefax transmittal to MoDOT will be permitted at fax no. (573) 526-0558. The complete and signed original documents shall be mailed to MoDOT no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain certified DBE firm participation in the proposed contract work. If the apparent low bidder appears to have failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before MoDOT and the Commission reject that bid as non-responsive. However, regardless of the DBE contract goal participation level proposed by the bidder, or the extent of good faith efforts shown, the apparent low and second low bidders shall each timely and separately file their completed and executed "DBE Identification Submittal" or face potential sanctions and the bid bond or guaranty, as specified in [Sec 10.0](#) of these provisions, may become the property of the Commission subject to Commission's demand.

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

(a) The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the DBE contract goal, only if that firm is certified by the Missouri Regional Certification Committee as a DBE before the due date for bids or offers on a contract which a firm seeks to participate as a DBE, and only for the value of the work, goods or services that are actually performed, or provided, by the DBE firm itself in the area(s) in which the DBE firm is certified.

(b) When a DBE performs work as a participant in a joint venture, the contractor may count toward the DBE goal only

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

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

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

(1) A regular dealer will be defined as a firm that owns, operates, or maintains a store, warehouse or other establishment in which the material, supplies, articles or equipment required and used under the contract are bought, kept in stock, and regularly sold or leased to the public in the usual course of business. To be a regular dealer, the DBE firm shall be an established, regular business that engages, as its principal business and under its own name, in the purchase and sale or lease of the products in question. Packagers, brokers, manufacturers' representatives, or other persons who arrange or expedite transactions will not be considered regular dealers.

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

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

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

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

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

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

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

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

**13.0 Performing a Commercially Useful Function (CUF).** No credit toward the DBE contract goal will be allowed for contract payments or expenditures to a DBE firm, if that DBE firm does not perform a CUF on that contract. A DBE performs a CUF when the DBE is solely responsible for execution of a distinct element of the contract work, and the DBE actually performs, manages and supervises the work involved with the firm's own forces. To perform a CUF, the DBE alone shall be responsible, and alone must bear the risk, for the material and supplies used on the contract, selecting a supplier or dealer from those available, negotiating price, determining quality and quantity, ordering the material and supplies, installing those materials with the DBE's own forces and equipment and paying for those materials and supplies. The amount the DBE firm is to be paid under the contract shall be commensurate with the work the DBE actually performs and the DBE credit claimed for the DBE's performance.

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

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

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

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

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

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

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

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

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

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

**13.5 MoDOT Makes Final Determination On Whether a CUF Is Performed.** MoDOT and the Commission will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, MoDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms, and the other firms forces and equipment. Any DBE work performed by the contractor, or by employees or equipment of the contractor will be subject to disallowance under the DBE Program, unless the independent validity and need is demonstrated.

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

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

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

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

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

## **TRAINING PROVISION**

**1.0 Description.** This provision supplements subparagraph 7(e) of the Contract Provision entitled "Standard Federal Equal Opportunity Construction Contract Specification" (Executive Order 11246)", and in the implementation of CFR Part 230, Subpart A, Appendix B.

**2.0 Training Requirements.** As part of the contractor's equal employment opportunity affirmative action program, training shall be provided as follows.

**2.1** The contractor shall provide on-the-job training aimed at developing full journeymen in the type of trade or job classification involved.

**2.2** The number of trainee hours to be provided under this provision will be specified in the bidding documents.

**2.3** Trainee goals will be set in 1,000 hour increments or 1 slot (person). For example, if the trainee goal on the project is 2,000 hours a maximum of 2 trainees will be approved for the project. In the event a trainee leaves the project for valid reasons the trainee shall be replaced as soon as possible. No apprentice/trainee can be assigned less than 500 hours on a contract. Providing less than 500 hours is not considered to be beneficial training nor helping to achieve journey-level status. Therefore, a trainee/apprentice, regardless of craft, must have been trained on the contract for at least 500 hours to be eligible for reimbursement. However, the contractor may transfer the trainee, with MoDOT's approval, to another MoDOT highway construction project in order to continue the training. Upon reaching the 500 hours, the contractor will be compensated as noted herein. If the enrollee is transferred to a non-federal project, MoDOT, upon availability of funding, may have the option of reimbursing the contractor for those hours completed that achieve the 500-hour minimum and for any hours that continue the successful training of the individual(s). The same documentation will be required to be submitted in order to determine if hours will be approved. However, if the trainee is moved to another federally funded enhancement, then a "change order" could be requested for the additional hours, and thus offer the Contractor the necessary credit so as to accomplish the 500 hour plateau. FHWA and MoDOT will only approve training programs meeting the requirements of the Training Special Provisions (TSP). A program will be approved if it is reasonably calculated to meet the equal employment opportunity obligations of the Contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period. Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a State apprenticeship agency recognized by the Bureau and training programs approved but not necessarily sponsored by the Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training will also be considered acceptable provided it is being administered in a manner consistent with the equal employment obligations of Federal-aid highway construction contracts.

**2.4** When a contractor subcontracts a portion of the contract work, the contractor shall determine how many, if any, of the trainee hours are to be trained by the subcontractor, provided, however, that the contractor shall retain the primary responsibility for meeting the training requirements imposed by this provision.. The contractor shall also insure this training provision is made applicable to such subcontract. Where feasible, 25 percent of apprentices or trainees in each occupation shall be in their first year of apprenticeship or training.

**2.5** The number of trainee hours shall be distributed among the work classifications on the basis of the contractor's needs and the availability of journeymen in the various classifications within a reasonable area of recruitment. Prior to commencing construction, the contractor shall submit to the engineer for approval a trainee notification for each individual they intend to train on the project. The contractor will be credited for the hours worked by each trainee employed on the contract work who is currently enrolled or becomes enrolled in an approved program and will be reimbursed for such trainees as provided hereinafter. If the trainee goal on the project is 1,000, no more than two trainees will be approved for the project. Each individual must complete at least 500 hours before reimbursement or hour will be counted towards meeting the goal. In the event a trainee leaves the training program prior to

completing the minimum 500 hours the External Civil Rights Division will determine if that individual can be replaced on the project.

**2.6** Training and upgrading of minorities and women toward journeyman status is a primary objective of this provision. Accordingly, the contractor shall make every effort to enroll minority trainees and women (e.g., by conducting systematic and direct recruitment through public and private sources likely to yield minority and women trainees) to the extent that such persons are available within a reasonable area of recruitment. The contractor shall be responsible for demonstrating the steps taken in pursuance thereof, prior to a determination as to whether the contractor is in compliance with this provision. This training commitment is not intended, and shall not be used, to discriminate against any applicant for training, whether a member of a minority group or not.

**2.7** No employee shall be employed as a trainee in any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman. The contractor shall satisfy this requirement by including appropriate questions in the employee application or by other suitable means. Regardless of the method used the contractor's records shall document the findings in each case.

**2.8** The minimum length and type of training for each classification will be as established in the training program selected by the contractor and approved by the engineer and FHWA. A program will be approved if it is reasonably calculated to meet the equal employment opportunity obligations of the contractor and to qualify the average trainee for journeyman status in the classification concerned by the end of the training period... Furthermore, apprenticeship programs registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, or with a state apprenticeship agency recognized by the Bureau of apprenticeship and training programs approved, but not necessarily sponsored by, the Department of Labor, Manpower Administration, Bureau of Apprenticeship and Training, will also be considered acceptable provided the training is being administered consistent with the equal employment obligations of Federal-aid highway construction contracts.

**2.9** Approval or acceptance of a training program shall be obtained from the engineer prior to beginning work on the classification covered by the program. It is the intention of these provisions that training is to be provided in the construction crafts rather than clerk-typists or secretarial-type positions. Training will be permissible in lower level management positions, such as office engineers, estimators, timekeepers, etc., where the training is oriented toward construction applications and must be approved by FHWA. Training in the laborer classification may be permitted, provided significant and meaningful training is provided and approved by the engineer. Some offsite training will be permissible as long as the training is an integral part of an approved training program and does not comprise a significant part of the overall training.

**2.10** Except as otherwise noted below, the contractor will be reimbursed \$10.00 per hour of training given an employee in the contract in accordance with an approved training program. As approved by the engineer, reimbursement will be made for training persons in excess of the number of trainee hours specified in the contract. Reimbursement will be made even though the contractor receives additional training program funds from other sources, provided such other sources do not specifically prohibit the contractor from receiving other reimbursement. Reimbursement for offsite training indicated above may only be made to the contractor when the trainees are concurrently employed on a federal-aid project and the contractor does one or more of the following, and contributes to the cost of the training, provides instruction to the trainee, or pays the trainee's wages during the offsite training period. In order receive the reimbursement the trainee must complete at least 500 hours on the project

**2.11** No payment will be made to the contractor if either failure to provide the required training or failure to hire the trainee as a journeyman is caused by the contractor and evidences a lack of good faith on the part of the contractor in meeting the requirements of this provision. It is normally expected that a trainee will begin training on the project as soon as feasible after start of work, utilizing the skill involved and remain on the project as long as training opportunities exist in the trainee's work classification or until the trainee has completed the training program. It is not required that all trainees be on board for the entire length of the contract. The contractor's responsibilities under this provision will be fulfilled if the contractor has provided acceptable training for the number of trainee hours specified.

**2.12** Trainees shall be paid at least 60 percent of the appropriate minimum journeyman's rate specified in the contract for the first half of the training period, 75 percent for the third quarter of the training period, and 90 percent for the last quarter of the training period, unless apprentices or trainees in an approved existing program are enrolled as trainees on this project. In that case, the appropriate rates approved by the U.S. Department of Labor or Transportation in connection with the existing program will apply to all trainees being trained for the same classification who are covered by this provision.

**2.13** Contractor may choose to transfer trainee hours worked on another project, whether MoDOT or not. The contractor must submit monthly trainee reports for that project to the RE Office where the hours will be credited. The contractor must submit with the monthly trainee reports, copies of the certified payrolls so the RE Office can verify the number of hours worked on the project, as well as the wage the trainee was being paid. Once the RE reviews the monthly reports, copies of the monthly reports should be sent to the External Civil Rights Division. The RE Office should include with the report a note indicating the hours that are being transferred from the other project. Both job numbers must be included in the note.

**2.14** When the job is 50% complete the contractor must have at least 50% of the trainee hours assigned on that job completed. The percentage of job completion is based on the total value of the contract paid to the Contractor. The remaining amount of the hours must be completed before the completion of the project or the Contractor will be subject to liquidated damages unless a GFE is submitted to and approved by the External Civil Rights Division.

**2.15** If the training hours have not been obtained and a GFE has not been displayed upon project completion, the Contractor will be assessed liquidated damages in the amount of \$20.00 per hour for those hours not realized. For instance, if the project goal was 1,000 hours and only 450 hours were met, then liquidated damages would be assessed at  $550 \times \$20.00 = \$11,000.00$ .

**2.16** In the event the External Civil Rights Division denies the Good Faith Effort (GFE) submitted by the contractor, the contractor shall have the right to an Administrative Reconsideration Hearing. The request for an Administrative Reconsideration Hearing must be made within seven (7) days of the receipt of the denial letter. The Administrative Reconsideration Committee may be constituted, as MoDOT deems appropriate and fair, provided no committee member on the Reconsideration Committee shall have taken part in the original MoDOT determination that the contractor failed to meet the OJT contract goal and/or failed to make adequate good faith efforts to do so.

**2.17** If the Administrative Reconsideration Committee does not find the contractor met the OJT contract goal, and/or does not find the contractor made adequate and sufficient good faith efforts to do so, then the Administrative Reconsideration Committee will recommend that liquidated damages as outlined in the non-compliance sanctions sections of the OJT Training Special Provision will be carried out. If the Administrative Reconsideration Committee does find that the contractor has met a good faith effort (GFE), then no liquidated damages will be assessed.

**2.18** If the Contractor does not achieve the full OJT goal, they will not receive partial credit for hours completed. For instance, if the goal on the project was 1,000 hours and only 450 were convened, then no reimbursement will be given for any hours fulfilled. If the goal on the project is 2,000 hours and only 1,500 hours are completed and no GFE is demonstrated, the contractor will receive credit for the 1,500 hours and also be assessed liquidated damages in the amount of the 500 hours there were not met.

**2.19** The contractor shall furnish to the trainee a copy of the training program the contractor will follow in providing the training. The contractor shall provide each trainee and the resident engineer with a certification showing the type and length of training satisfactorily completed.

**2.20** The contractor shall provide for the maintenance of records and furnish monthly reports documenting the contractor's performance under this provision. Monthly reports shall include at least the following information:

Contractor's name and address  
Period that the report covers

Job Number, Description, and Federal Aid number

Information for each employee being trained on the project, including:

- Name
- Social Security Number
- Trade/craft
- Pay percent, based on portion of training complete (if applicable)
- Journeyman's full prevailing wage applicable
- Trainee wage
- Hours this period
- Cumulative hours for the project

Total trainee hours for the project for this period

Cumulative trainee hours for the project

**2.21** When a contractor submits a trainee who is economically disadvantaged the following information should be submitted with the trainee notification to verify this status:

- The previous year's tax return verifying the individual's income is less than the federal poverty guidelines.
- Verification of enrollment in food stamps received from Missouri Department of Social Services.
- Verification of housing assistance received from Missouri Department of Social Services.

#### **OPTIONAL ROLLER COMPACTED CONCRETE SHOULDERS AND MAINLINE**

**01/16**

**1.0 Description.** Roller Compacted Concrete (RCC) is an optional method to be used in constructing A2 and A3 shoulders or mainline pavement up to 7 inches thick in lieu of conventional PCCP or HMA placement. RCC may be used, as designed in the plans, for mainline pavements greater than 7 inches. RCC consists of aggregate, portland cement and water. Supplementary cementing materials, such as fly ash, slag cement (ground granulated blast-furnace slag - GGBFS), and silica fume may be used.

RCC is proportioned, mixed, placed, compacted, and cured in accordance with these specifications. RCC shall conform to the lines, grades, thickness, and typical cross section shown in the plans or otherwise established by the Engineer.

**2.0 Materials.** All materials shall be in accordance with Division 1000, Materials Details, and specifically as follows:

Item	Section
Coarse Aggregate	1005.2
Fine Aggregate	1005.3
Ground Granulated Blast Furnace Slag	1017
Fly Ash	1018
Cement	1019
Concrete Admixture	1054
Curing Compound	407, 1055
Water	1070

**2.1 Aggregate.** The plasticity index of the aggregates used shall not exceed 5. The aggregate gradation shall be well-graded without gradation gaps and shall meet the following combined gradation for the application type for RCC specified in the contract:

Application	RCC as a Base or Intermediate Lift (Overlaid with 2-inch HMA or greater)	RCC as the Final Surface or with a Thin Lift Overlay (RCC as the final surface or capped with a thin HMA overlay less than 2-inches)	
	Sieve Size	Percent Passing by Weight	Percent Passing by Weight
1 inch	100	---	---
¾ inch	---	100	
½ inch	70 - 95	85 - 100	
3/8 inch	60 - 85	---	
No. 4	40 - 60	60 - 85	
No. 8	--	40 - 60	
No. 200	0 - 8	0 - 10	

**3.0 Mix Design.** At least 30 days prior to the beginning of placing RCC on the project, the Contractor shall submit a proposed mix design to the Engineer. The target and allowable gradation range of each fraction shall be included. The contractor may be required to submit representative samples of each ingredient to Construction and Materials for laboratory testing.

**3.1 Required Information.** The mix design shall contain the following information:

- (a) Source, type and specific gravity of portland cement
- (b) Source, type (class, grade, etc.) and specific gravity of supplementary materials, if used
- (c) Source, name, type and amount of admixture, if used
- (d) Source, type (formation, etc.), ledge number if applicable, of the aggregate
- (e) Specific gravity and absorption of each fraction in accordance with AASHTO T 85 for coarse aggregate and AASHTO T 84 for fine aggregate, including raw data
- (f) Unit weight of each fraction in accordance with AASHTO T 19
- (g) Batch weights of portland cement and supplemental cementitious materials
- (h) Batch weights of coarse, intermediate and fine aggregates
- (i) Batch weight of water in pounds per cubic yard (optimum moisture content)
- (j) Maximum laboratory density
- (k) The laboratory proctor curves illustrating moisture contents vs. density for each cementitious material content.

The RCC mix design shall be done in a similar fashion as is done to determine the relationship between the moisture content and the unit weight as soils and soil aggregate mixtures. The apparatus and compacted effort used to fabricate the moisture density specimens correspond to that described in AASHTO T 180, Method D. Strength specimens shall be made in accordance with ASTM C 1176 or ASTM C 1435 at the optimum moisture content for each cementitious material content to verify minimum compressive strength requirements.

**3.2 Trial Batch.** The Contractor shall prepare and test a trial batch mixture at the mixing facility to verify that the RCC mix complies with the design criteria. The trial batch shall be prepared and tested in the presence of the Engineer.

**3.3 Production.** Production shall not begin until an approved mix design has been obtained and verified by the trial batch.

**3.4 Design Strength.** The mix design shall have a minimum compressive strength of 3,500 psi within 28 days when specimens prepared according to ASTM C 1176 or ASTM C 1435. Compressive strength test shall be performed in accordance with AASHTO T 22.

**3.5 Minimum Water Content.** The water-cement ratio shall not be lower than 0.25.

**3.6 Minimum Cementitious Content.** The total amount of cementitious materials shall not be below 450 pounds per cubic yard.

**3.7 Supplementary Cementitious Material.** RCC may use fly ash, slag cement (GGBFS), or silica fume. Ternary mixes will be allowed for RCC. Ternary mixes are mixes that contain a combination of portland cement and two supplementary cementitious materials. The amount of supplementary cementitious material content shall be limited to the following requirements:

Supplementary Cementitious Material (SCM)	
SCM	Maximum Percent of Total Cementitious Material
Fly Ash (Class C or Class F)	25 %
Slag Cement (GGBFS)	30 %
Silica Fume	8 %
Ternary Combinations	40 %

**4.0 Equipment.** RCC shall be constructed with any combination of equipment that will produce a pavement meeting the requirements for mixing, transporting, placing, compacting, finishing, and curing as provided in this specification.

**4.1 Mixing Plant:** The mixing plant shall be capable of producing RCC to the proportions defined by the final approved mix design and within the specified tolerances. The capacity of the plant shall be sufficient to produce a uniform mixture at a rate compatible with the placement equipment.

**4.2 Paver:** RCC shall be placed with a high-density or conventional asphalt type paver subject to approval by the Engineer. The paver shall be of suitable weight and stability to spread and finish the RCC material, without segregation, to the required thickness, smoothness, surface texture, cross-section, and grade.

**4.3 Compactors:** When a conventional asphalt type paver is used, self-propelled steel drum vibratory rollers shall be used for primary compaction. For final compaction, a steel drum roller, operated in a static mode, or a rubber-tired roller may be utilized to meet density requirements.

**4.4 Haul Equipment:** The hauling equipment shall be smooth, mortar-tight, metal containers capable of discharging the concrete at a controlled rate without segregation. Hauling equipment shall have a retractable cover to protect mix from weather and excessive evaporation.

**4.5 Access for Inspection and Calibration:** The Engineer shall have access at all times for any plant, equipment, or machinery to be used in order to check calibration, scales, controls, or operating adjustments.

## 5.0 Construction Requirements.

**5.1 Preparation of Subgrade.** Before the RCC processing begins, the subgrade and base course must be prepared in accordance with Sec 304.

**5.2 Subbase Condition.** The surface of the subbase shall be clean and free of foreign material and standing water prior to placement of the RCC. The aggregate base shall be uniformly moist at the time of RCC placement. RCC shall not be placed upon frozen subbase.

**5.4 Mixing Time.** Mixing time shall be adequate to ensure a thorough and complete mixing of all materials. Concrete shall be homogeneous with no aggregate segregation. In no case shall the mixing time, after all materials including water are in the mixer, be less than 90 seconds.

**5.5 Operating Tolerances.** The mixing plant shall receive the quantities of individual ingredients to within the following tolerances:

Material	Variation by Weight
Cementitious Materials	± 2.0%
Water	± 3.0%
Aggregates	± 4.0%

**5.6 Plant Calibration.** Prior to RCC production, the Contractor shall calibrate the plant in accordance with the manufacturer's recommended practice. A copy of the calibration shall be provided to the Engineer when requested.

**5.7 Curing.** Immediately after final rolling, the RCC surface shall be kept continuously moist until an approved curing compound is applied. The application of the curing compound shall progress such that no more than 10 linear feet of the final RCC surface is exposed without curing at any time.

**5.7.1. Water Cure.** Water cure shall be applied such that a uniform moist condition on the surface of the RCC is attained. Application of this moisture shall be done in a manner that will not erode or damage the finished RCC surface.

**5.7.2 Curing Compound.** When RCC is used as the final surface, either white pigmented curing compound applied at the rate of one gallon for each 100 square feet or a tack coat product applied at 0.14 gal/yd<sup>2</sup> shall be used for curing. When RCC is to be overlaid with asphalt, the curing compound shall be a tack coat product applied at 0.14 gal/yd<sup>2</sup> in accordance with Sec 407.

## 5.8 Weather Conditions.

**5.8.1 Hot Weather Precautions.** During periods of hot weather or windy conditions, special precautions shall be taken to minimize moisture loss due to evaporation.

**5.8.2 Cold Weather.** The contractor shall provide a method, meeting the approval of the engineer, of monitoring the concrete that demonstrates that the concrete has been protected from freezing.

**5.8.3 Protection Against Rain.** To protect against rain, the contractor shall have on location at all times material for the protection of the unhardened concrete. The contractor shall protect the concrete from damage due to rain.

**5.9 Finished Surface.** The finished RCC surface shall be smooth, uniform, and continuous without tears, ridges, or aggregate segregation once it leaves the paver. RCC mainline pavement shall meet the smoothness criteria of [Sec 502.8](#). When RCC is the final surface, the finished surface texture shall be broom finished, diamond ground, or other finishes approved by the engineer. All finished surface textures shall be in accordance with Sec 502.4.

**5.9.1 Inaccessible Areas.** All areas inaccessible to either roller or paver shall be paved with cast-in-place concrete in accordance with Sec 502.

**5.9.2 Handwork.** Broadcasting or fanning the RCC material across areas being compacted is not permissible. Such additions of materials may only be done immediately behind the paver and before any compaction has taken place.

**5.9.3 Segregation.** If segregation occurs in the RCC during paving operations, placement shall cease until corrective measures are taken.

**5.10 Cold Joints.** Prior to placing fresh RCC mixture against a cold vertical joint, the joint shall be thoroughly cleaned of loose or foreign material. The vertical joint face shall be wetted and in a moist condition immediately prior to placement of the adjacent lane.

**5.11 Control Joints.** Concrete control joints shall be constructed at 15-foot intervals in RCC mainline pavement. Control joint spacing for RCC shoulders adjacent to HMA or composite pavement shall be a minimum of 30-foot intervals. RCC shoulders adjacent to existing PCC pavement shall have control joints located to match the joints of the adjacent pavement. For all other PCC joint spacing; the RCC control joints shall match the adjacent PCC pavement's joints or cracks not to exceed a 30-foot interval. All control joints shall be tooled or cut to 1/3 the depth of the RCC thickness. Sealing the control joints is not required.

**5.12 Opening to Traffic.** The Contractor shall protect the RCC from traffic during the curing period. The RCC shoulder pavement may be opened to light traffic after one day and opened to unrestricted traffic after 5 days. The RCC mainline pavement may be opened to light traffic at 2,500 psi and opened to unrestricted traffic at 3,000 psi.

## 6.0 Material Acceptance.

**6.1 Quality Control Testing.** The contractor shall perform all quality control tests necessary to control the production and construction processes applicable to this specification. Quality control testing shall be performed by technicians qualified through MoDOT's technician certification program. Testing shall include, but not necessarily be limited to, deleterious content, aggregate gradation, coarse aggregate absorption, thin or elongated pieces, pavement thickness and density. The contractor shall record all test results and furnish a copy to the engineer no later than the beginning of the day following the test.

**6.2 Quality Control Plan.** A Quality Control Plan (QCP) for RCC mainline pavement and shoulders will be required as per [Sec 502.11.1](#).

## 6.3 Testing.

**6.3.1 Density.** The density shall be determined in accordance with AASHTO T 310, direct transmission. Tests shall be performed no later than 30 minutes after the completion of the rolling. Only wet density shall be used for evaluation. QC shall determine the density of the RCC shoulder and mainline pavement at a frequency of no less than one per 7500 square yards. Sampling locations will be determined by the engineer using random sampling procedures in accordance with ASTM D 3665.

**6.3.2 Thickness.** The contractor shall determine thickness of the RCC shoulder and mainline pavement by testing the fresh concrete. The Resident Engineer will need to review and approve the testing procedure. QC shall determine the thickness of the RCC mainline pavement and shoulders at a frequency of no less than one per 7,500 square yards. Sampling locations will be determined by the engineer using random sampling procedures in accordance with ASTM D 3665.

**6.4 Aggregate Gradation.** A sieve analysis shall be performed once a week. Testing shall be performed in accordance with AASHTO T 27 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt.

**6.5 Deleterious Materials.** Deleterious content shall be determined each day at a frequency of one test per 7500 square yards of material placed or fraction thereof. Test shall be performed in accordance with MoDOT TM 71 from randomly sampled material taken from the discharge gate of storage bins or from the conveyor belt. Tests shall be performed on coarse aggregate fractions.

**6.6 Absorption.** Samples for coarse aggregate absorption shall be taken from the discharge gate of storage bins or from the conveyor belt at least once every 2000 cubic yards with a minimum of once per project. Coarse aggregate absorption shall be performed in accordance with AASHTO T 85.

**6.7 Thin or Elongated.** Thin or elongated pieces shall be determined on samples of coarse aggregate taken from the discharge gate of the storage bins or from the conveyor belt. Test shall be performed in accordance with ASTM D 4791 using a ratio of 5:1. Test shall be performed on aggregate particles retained on the  $\frac{3}{4}$  in. sieve. Tests shall be performed at least once every 10,000 cubic yards with a minimum of once per project.

**6.8 Retained Samples.** All aggregate samples taken by the contractor, including but not limited to gradation, deleterious, absorption, and thin or elongated pieces shall be retained for the engineer for a minimum of seven days unless otherwise instructed. The retained sample shall be the remaining half of the final reduction in sample size obtained for QC testing. These samples shall be maintained in clean covered containers, without contamination, readily accessible to the engineer. The retained sample's identification shall consist of, but is not limited to:

- (a) Time and date sampled
- (b) Product specification number
- (c) Type of sample, i.e. belt, bin, stockpile
- (d) Lot and subplot designation
- (e) Sampler/Tester
- (f) Project Job Number

## **6.9 Acceptance.**

**6.9.1 Density.** The density shall not be less than 98 percent of the maximum laboratory density.

**6.9.1.1 Compressive Strength.** Roller compacted concrete properly placed and compacted, but not meeting the density requirements shall be cored and tested for compressive strength at no additional cost. Cores shall be taken in accordance with AASHTO T 24. The compressive strength shall be determined by approved methods. Cores shall be tested for compressive strength within 7 days of density testing. If the tested area achieves the design strength, the material will be paid for at full price. Areas that fail to comply with the design strength will be deemed unacceptable and shall be addressed in accordance with Sec 105.11.

**6.9.2 Thickness.** The thickness shall not be deficient by more than 10 percent of the plan thickness. Areas that fail to comply with the design thickness will be deemed unacceptable and shall be addressed in accordance with Sec 105.11.

**6.9.3 Aggregate Gradation.** When one test is outside the allowable gradation range, immediate steps shall be taken to correct the gradation.

**6.9.4 Deleterious Materials.** When one test is outside the specification limits, immediate steps shall be taken to correct the deleterious content.

**6.9.5 Absorption.** The contractor shall halt production and make appropriate adjustments whenever either of the following occurs:

- (a) One point falls outside the action limit line for individual measurement
- (b) Two points in a row fall outside the specification limit but within the action limit line for individual measurement

**6.9.5.1 Action Limits.** The following action limit shall be used to control the aggregate absorption.

Individual Measurements	
Control Parameter	Action Limit
Absorption	Mix Design plus 0.3% to Mix Design plus 0.6%

**6.9.6 Thin or Elongated Pieces.** The coarse aggregate shall not have more than 5 percent thin or elongated pieces.

## 7.0 Quality Assurance.

**7.1 Independent Samples.** Corrective action shall be required when any QA tests are outside the required ranges or action limits. The engineer will at a minimum, independently test at the following frequency:

Test	Frequency
Density	1 test per 30,000 square yards
Thickness	1 test per 30,000 square yards
Aggregate Gradation	1 per project
Coarse Aggregate Deleterious	1 per week
Absorption	1 per 10,000 cubic yards
Thin or Elongated	1 per project

**7.2 Test Procedures.** The engineer will use the same test procedures as the contractor for determining the density and thickness of the RCC.

**7.3 Retained Samples.** The QA inspector will test at least ten percent of the retained portion of the QC samples for aggregate gradations and deleterious content. The QA inspector will test at least twenty percent of the QC retained samples for absorption and thin or elongated pieces. Retained samples will be chosen at random. A comparison will be considered favorable when the QA results of a QC retained sample are within the applicable limits specified in Sec 403.

**8.0 Method of Measurement.** Final measurement of the completed pavement will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. Where required, measurement of the RCC mainline pavement and shoulders, complete in place, will be made to the nearest 1/10 square yard. The revision or correction will be computed and added to or deducted from the contract quantity.

**9.0 Basis of Payment.** The accepted quantities of RCC will be paid for at the contract unit price, for specified A2 or A3 shoulders or mainline. Sec 610 for smoothness pay factor adjustments will apply to the final RCC mainline pavement surface. The contract unit price for A2 or A3 shoulders or mainline pavement will be considered as full compensation for all materials, equipment, tools, labor, and incidentals necessary to satisfactorily complete the work. No additional compensation will be allowed for any excess thickness.

**ASPHALT CEMENT PRICE INDEX**

12/11; 01/17

**1.0 Asphalt Cement Price Index.** Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling, asphaltic concrete pavement and ultrathin bonded asphalt wearing surface that contains performance graded (PG) asphalt binder when it has been determined that the Monthly Asphalt Index for the month prior to placement of the asphalt mixture has fluctuated from the Monthly Asphalt Index for the month the project was let. The Monthly Asphalt Index shall be established for each calendar month as the average of the midpoint selling prices of PG64-22 for St. Louis and Kansas City, Missouri areas, as published by Poten & Partners Inc. in the Asphalt Weekly Monitor®, on the first Monday preceding the date of the normal monthly MoDOT letting. For months when there is no normal monthly letting, the published price on the third Monday of that month shall be used for the Monthly Asphalt Index. Special lettings shall have no effect on determining the Monthly Asphalt Index. The asphalt base index shall be the Monthly Asphalt Index for the month of the bid opening. For calculation of the price adjustment, any asphalt placed on the first day of a month will be included with the asphalt placed the previous month in order to keep price adjustments in sync with the payment estimate period schedule.

**1.1** The price adjustment will be applied to the actual amount of virgin PG asphalt binder used by the Contractor for all asphalt items specified in 1.0. For asphalt mixture that are paid for with square yard pay items, the price adjustments will be made for applicable equivalent tons, as calculated by the engineer, based upon the plan square yard quantity and thickness converted to tons, excluding the 1:1 wedge. The price adjustment will be applied to all Job Order Contract projects for all quantities of the wet ton and square yard asphalt mix. The percentage of virgin PG asphalt binder as shown in the job mix formula, in accordance with [Sec 401](#), [Sec 403](#) and [Sec 413](#), will be the basis for price adjustments for any asphalt mix type placed on the project. The effective asphalt binder obtained from the use of Recycled Asphalt Pavement (RAP) and/or Recycled Asphalt Shingles (RAS) will not be eligible for adjustment. The Monthly Asphalt Index for PG64-22 will be applied to the asphalt mix for mixes using any PG asphalt binder.

**2.0 Price Adjustment Calculated.** To determine the price adjustment for any asphalt mix specified in this provision, the following formula will be used.

$$A = (B \times C/100) \times (D-E)$$

Where: A = Dollar value adjustment for mix placed during the payment estimate period

B = Tons of asphalt mixture placed during the payment estimate period

C = Percent of virgin PG asphalt binder as listed in the job mix formula in use

D = The Monthly Asphalt Index for the month prior to the month the asphalt mix was placed

E = The asphalt base index = the Monthly Asphalt Index for the month the project was let

**2.1** The engineer will apply the price adjustments, as determined by the price adjustment calculation established herein, for each payment estimate period in which asphalt is placed, except for any asphalt placed after the allowable contract time period as defined in Sec 108. For asphalt placed after the contract completion time limit, the "D" value used for the price adjustment calculated shall be either the last "D" value prior to the date that contract time was exceeded, or the current monthly "D" value, whichever is lower.

**3.0 Optional.** This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index. If the Asphalt Cement Price Index is accepted, PG asphalt binder for the project will not be eligible for a material allowance as described in [Sec 109](#).

**SAFETY PLAN**

04/16

**1.0 Description.** This contractor shall submit to the engineer a project Safety Plan (SP) for all work performed by the contractor and all subcontractors. The purpose of the SP is to encourage and enable all work to be performed in the safest possible manner and that all parties involved are aware of their individual responsibility for safety on the jobsite.

**1.1** The SP shall be completed by the contractor and provided to the engineer prior to the beginning of any construction activity or phase on the project.

**1.2** The contractor shall designate a person to serve as Project Safety Manager (PSM). The PSM shall be responsible for implementing and overseeing the SP. The PSM is not required to be present on the project at all times, but must be available to address safety issues and needs.

**1.3** The PSM shall make revisions to the SP as necessary. Any new project activities or phases shall be included in the SP prior to work beginning on that activity or phase.

**1.4** An example Safety Plan is available at: [www.modot.org/safetyplan](http://www.modot.org/safetyplan)

**2.0 Emergency Preparedness.** The SP shall outline and detail for all workers, the specific procedures and actions necessary to respond to a jobsite emergency and the measures taken to communicate these requirements to all workers.

**2.1** The SP shall include a list of local emergency contacts including phone numbers. A copy of the emergency contact list shall be accessible to workers.

**2.2** In the case where there is no cellular or land line phone service at the jobsite, the SP shall identify how to reach the nearest available phone service.

**3.0 Project Safety Analysis.** The SP should contain a basic Project Safety Analysis (PSA) that outlines the actions necessary to complete each activity or phase of the project. The SP shall include a general description of the primary activities or steps required to safely complete the project.

**3.1** Each activity should also include a general description of the work involved along with the known risks associated with the activity. In addition the PSA should outline the controls for those risks, including any Personal Protection Equipment (PPE) requirements for that activity or phase, and whether or not the activity or phase requires a specific safety meeting prior to beginning the activity or phase.

**3.2** Submittal of the PSA for all activities or phases is not required with the initial submittal of the SP; however, the PSA for each activity or phase shall be completed prior to the beginning of that activity or phase.

**4.0 Safety Meetings.** The SP shall include the types of safety meetings that will be required of and conducted by the contractor.

**5.0 Safety Training.** The SP shall identify the required safety training provided to the contractor's personnel. The contractor shall require that the appropriate safety training for the contractor's personnel is completed prior to the beginning of work on each activity or phase.

**5.1** The SP shall identify the recommended safety training needs and PPE for MoDOT employees who will be exposed to the work activities. MoDOT will provide safety training and PPE to MoDOT employees based on MoDOT safety policies.

**6.0 Payment.** There will be no direct payment for compliance with this Safety Plan provision.

## **SAFETY EDGE<sup>SM</sup>**

**04/16; 04/18**

**1.0 Description.** An approved longitudinal shoulder wedge system shall be used to create a beveled edge at the edge of pavement for a roadway without a paved shoulder, or at the edge of shoulder for pavement with a paved shoulder up to and including 4 feet in width.

**2.0 Construction Requirements.** The Safety Edge shall be constructed as shown in Standard Plan 401.00. The construction tolerance of the 30 degree Safety Edge<sup>SM</sup> shall be plus or minus 5 degrees.

**2.1** The shoulder wedge system shall maintain contact between the device and road shoulder surface and allow automatic transition to cross roads, driveways and obstructions. The device must be removable or be able to be lifted when not in use.

**2.2** All shoulder wedge systems to be used for the purpose of creating a Safety Edge<sup>SM</sup> must be approved by the engineer. The device must be designed to constrain the material, increase the consolidation of the extruded profile, and provide a smooth wedged surface. The use of a conventional single plate strike-off is not permitted.

**3.0 Basis of Payment.** There will be no direct payment for compliance with the requirements of this provision.

## **E-CONSTRUCTION**

**01/17**

**1.0 Description.** e-Construction is a paperless construction administration delivery process that includes electronic submission of construction documents, approval of documents with digital signatures, and communication between stakeholders by mobile devices. e-Construction saves both time and money for all stakeholders involved, simplifies document storage, and eliminates waste of paper and other resources. This provision does not apply to the contract or other contract execution documents.

## 2.0 Document Submittals.

**2.1** The contractor shall submit all required documents to MoDOT electronically, except as described in section 2.2 of this provision. Documents to be submitted electronically include, but are not limited to, Change Orders, Request to Subcontract Work (C-220), Project Payrolls, Progress Schedules, Value Engineering proposals, Safety Plans, Quality Plans, Pre-Construction conference submittals, etc. All documents shall be submitted in standard pdf format, except when otherwise directed by the engineer.

**2.2** The Affidavit for Compliance with the Prevailing Wage Law and the Contractor's Affidavit Regarding Settlement of Claims (Form C-242) require a notarization and therefore, by law, must be submitted on paper.

**2.3** The engineer will submit project documents to the contractor via email or through other secure file sharing sites, except that the Contractor Performance Questionnaire will be submitted by certified mail.

**2.4** Documents that require multiple signatures, such as change orders, must include all required signatures on the original electronic document, without scanning.

**2.5** Project Payrolls from subcontractors shall be digitally signed by the subcontractor. Payrolls shall be submitted as separate files per contractor per pay period.

## 3.0 Digital Signature.

**3.1** All electronic documents that require signature, such as those listed in section 2.1, must be signed electronically. Scanning an ink-signed document is not considered a valid digital signature.

**3.2** All users who are authorized to sign documents for the contractor shall submit their Digital Signature Certificate (Public Key .fdf file) to the Division of Construction prior to signing any documents. This file is used to validate the user's signature on documents. An authorization letter is also required for each person authorized to sign documents. A Digital Signature for Contractors Quick Reference Guide (QRG) is available on MoDOT's Engineering Policy Guide at <http://epg.modot.mo.gov/> (click on QRG in the left hand column).

**4.0 Communication.** The contractor shall be able to communicate and exchange information with MoDOT staff by email and mobile phone.

**5.0 Basis of Payment.** No payment will be made for compliance with this provision.

## **ELECTRONIC INFORMATION FOR BIDDER'S AUTOMATION**

**07/17**

**1.0 Description.** If electronic information for bidder's automation is provided in the Electronic Deliverables, it is for information only. This information, used for project design and quantity estimation purposes, is provided for the bidder's use in automation of bid estimating, project staking, automated machine guidance and other construction methods.

**2.0 Information Provided.** Electronic information may be provided consisting of survey and design information including but not limited to 3-dimensional design models, cross-section models, alignment data, and plan view geometry. This information does not constitute part of the bid documents or contract documents.

**3.0 Disclaimers.** The electronic information shall not be considered a representation of actual conditions to be encountered during construction. Furnishing this information does not relieve a bidder or contractor from the responsibility of making an investigation of conditions to be encountered including, but not limited to site visits, and basing the bid on information obtained from these investigations, and the professional interpretations and judgment of the bidder or contractor. The bidder or contractor shall assume the risk of error if the information is used for any purposes for which the information was not intended. The Commission makes no representation as to the accuracy or reliability of the information, since the information may not be representative of the sealed contract documents. Any assumption the bidder or contractor may make from this electronic information is at the bidder or

contractor's risk; none are intended by the Missouri Highways and Transportation Commission. The bidder or contractor assumes the sole risk of liability or loss if the bidder or contractor does rely on this electronic information to its detriment, delay or loss.

**4.0 Basis of Payment.** No payment will be made for compliance with this provision.

## **REVISIONS TO 2017 MISSOURI STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION**

### **SECTION 104-SCOPE OF WORK**

*Delete Sec 104.6.2.6 and substitute the following:*

**01/18**

**104.6.2.6** An electronic copy of the complete proposal shall be submitted to the engineer for review. The contractor may submit a conceptual proposal for approval stating the basic proposal and approximate cost savings in order to provide the contractor with the opportunity to submit an idea without large initial development costs if the proposal is rejected. Approval or disapproval of proposals will be granted within ten days of receipt of the proposal.

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

*Delete Sec 107.13.2.1 and substitute the following:*

**01/18**

**107.13.2.1 Commercial Liability Insurance.** The contractor shall carry commercial general liability insurance and commercial automobile liability insurance from a company authorized to issue insurance in Missouri. Each such policy shall name the Commission, and the Missouri Department of Transportation and its employees, as additional named insureds, in amounts sufficient to cover the sovereign immunity limits for Missouri public entities as calculated by the Missouri Department of Insurance, Financial Institutions and Professional Registration, and published annually in the Missouri Register pursuant to Section 537.610, RSMo. Each policy shall be endorsed to cover liability arising from blasting if applicable, other inherently dangerous activities, and underground property damage. Each policy shall be endorsed to include broad form general liability, contractual liability and completed operations coverage.

### **SECTION 202-REMOVAL OF ROADWAYS AND BUILDINGS**

*Delete Sec 202.2.4 and substitute the following:*

**10/17**

**202.2.4 Salvage.** All material designated in the contract to be salvaged for Commission use from existing structures or improvements shall be removed without damage, in sections that may be readily handled, transported and stored as approved by the engineer. Unless otherwise designated in the contract, all coldmilled material, existing guardrail, and guard cable material designated for removal shall become the property of the contractor. All buildings, material and equipment of any description not designated for salvage by the Commission shall become the property of the contractor, unless owned and claimed by a political subdivision or utility company. Salvaged material becoming the property of the contractor shall not be stored on the right of way, nor shall any portion of the right of way or land owned by the Commission be used by the contractor as a place of sale for salvaged material.

### **SECTION 407-TACK COAT**

*Delete Sec 407.5 and substitute the following:*

**01/18**

**407.5 Method of Measurement.** Measurement of asphalt emulsion to the nearest gallon will be made in accordance with [Sec 1015](#). If water is added to asphalt emulsion, the quantity to be paid for will be determined prior to the addition of water.

### **SECTION 408-PRIME COAT**

*Delete Sec 408.5 and substitute the following:*

**01/18**

**408.5 Method of Measurement.** Bituminous material will be measured to the nearest gallon in accordance with [Sec 1015](#).

**SECTION 409-SEAL COAT**

*Delete Sec 409.8.3 and substitute the following: 01/18*

**409.8.3** Final measurement for binder will be made to the nearest gallon in accordance with [Sec 1015](#). Any revision or correction will be computed and added to or deducted from the contract quantity.

**SECTION 501-CONCRETE**

*Delete Sec 501.10.2 and substitute the following:*

**01/18**

**501.10.2 Air Content Limitations.** When air-entrained concrete is used, the mix design target range for quantity of air content by volume shall not be less than 4.5 percent or greater than 7.5 percent. When field measured air content exceeds 7.5 percent, but is less than or equal to 9.0 percent, the concrete may be placed if allowed by the contractor's quality control plan and at the contractor's risk that all other concrete requirements will be met, including strength. When field measured air content is less than 4.5 percent, the concrete may be re-dosed with air entrainment admixture in accordance with Section 501.10.4. Under no circumstances shall any concrete be incorporated into the work with an air content less than 4.5 percent or greater than 9.0 percent.

*Delete Sec 501.10.4 thru 501.10.4.3 and substitute the following:*

**01/18**

**501.10.4 Re-dosing.** When the measured air content is below the minimum specified limit, the contractor will be allowed one attempt per mixer truck load to re-dose the concrete in the field. The contractor shall obtain approval of the Re-Dosing Plan from the engineer prior to the start of work. The Re-dosing Plan shall address the following:

- (a) Field measurement of the air entrainment admixture
- (b) Brand of air entrainment admixture being used
- (c) Incorporation and mixing of the air entrainment admixture
- (d) The use of additional water

**SECTION 608 CONCRETE MEDIAN, MEDIAN STRIP, SIDEWALK, CURB RAMPS, STEPS AND PAVED APPROACHES**

*Renumber Sec 608.3.7 to 608.3.8 and renumber subsequent sections accordingly. Add new Sec 608.3.7 thru 608.3.7.2. 01/18*

**608.3.7** Concrete strength and air content shall be tested at the required QC and QA frequencies. Concrete strength shall be tested with either cylinders or the maturity method. Concrete shall have a minimum 28-day strength of 4000 psi. Air content shall be a minimum of a percent.

**608.3.7.1** The contractor shall measure concrete strength and air content at a frequency of one test per 100 cubic yards. The engineer shall measure concrete strength and air content at a frequency of one test per 500 cubic yards.

**608.3.7.2** No concrete strength and air content testing will be required on any day when the total volume of concrete placed in a day is less than 3 cubic yards.

**SECTION 616 TEMPORARY TRAFFIC CONTROL**

*Delete Sec 616.3.3 and substitute the following:*

**01/18; 04/18**

**616.3.3** The contractor shall:

- (a) Designate an individual as the Work Zone Specialist (WZS) who is knowledgeable and competent by training and/or certification in the principles of proper temporary traffic control in accordance with Chapter 6 of the MUTCD, and who has the primary responsibility, with sufficient authority, for implementing the traffic management plan and other safety and mobility aspects of the project. The WZS shall be directly involved with daily traffic management, and shall communicate pertinent information with the engineer either in person or via telecommunication. Duties of the WZS shall include monitoring the work zone to ensure an efficient flow of traffic, correcting any failed or misaligned

traffic control signs or devices, and recommending traffic management improvements to the engineer. The name, certification, and a 24-hour contact number for the WZS shall be provided to the engineer prior to the start of work. If the contractor makes a change in the designated WZS, the engineer shall be notified immediately. The WZS shall be trained and certified by a qualified person as defined by the Occupational Safety and Health Administration. The WZS shall have a card and/or certificate that includes the WZS's name, instructor's name and title, training entity/agency, date of training, and signature of the instructor. Re-certification of the WZS shall be required a minimum of every four years.

- (b) Ensure all contractor personnel are trained in traffic control to a level commensurate with their responsibilities.
- (c) The contractor shall obtain authorization from the engineer for any lane closure or traffic shift at least two working days prior to the planned closure or lane shift. Requests for complete road closures, or any imposition of height, width or weight restrictions shall be submitted to the engineer for approval at least 15 calendar days prior to the planned closure or restriction. The engineer reserves the right to deny any request for lane closure, traffic shift, road closure or restrictions of height, width or weight that the engineer determines could be in conflict with other known or anticipated traffic impacts, including but not limited to, outstanding permits that have been issued by the Commission for oversized or overweight loads.
- (d) Perform quality control of work zones to promote consistency and ensure compliance with contract documents, policies and guidelines.

*Delete Sec 616.4.3 and substitute the following:*

**01/18**

**616.4.3** Each flagger, automated flagger assistance devices (AFAD) operator, portable signal flagging device (PSFD) operator and pilot vehicle operator shall maintain a valid flagger certification card that certifies the individual has been trained by a qualified person as defined by the Occupational Safety and Health Administration, in the principles and procedures of flagging in accordance with Chapter 6 of the MUTCD. Flagger certification cards shall include the flagger's name, instructor's name and title, training entity/agency, date and signature of the instructor. Flagger certifications shall be provided to the engineer prior to flagging operations. Flagger re-certification shall be required a minimum of every four years. Certifications will not be required in emergency situations that arise due to actions beyond the contractor's control when flagging is necessary to maintain safe traffic control on a temporary basis. All flagging, AFAD, PFD and pilot vehicle operations shall be in accordance with the MUTCD. Flaggers and pilot vehicles shall be provided as shown on the plans or as approved or directed by the engineer. When not specified in the plans, the contractor may use a Type B (Red/Yellow Lens) AFAD PSFD or pilot vehicle to supplement the flagging operation upon approval from the engineer. When two-way traffic is maintained over a single lane, each flagger, AFAD operator, if used in tandem, and pilot vehicle operator involved in the traffic flagging operation shall be equipped with a portable, two-way, communication system approved by the engineer. When the AFED or PSFD are not in use they shall be removed from the roadside.

*Delete Sec 616.5.2.2 and substitute the following:*

**10/17**

**616.5.2.2** Overhead lighting shall be provided for flaggers and other specified locations shown on the plans. Lighting in these areas shall provide a minimum maintained intensity of 5 footcandles.

*Renumber Sec 616.10 to 616.11 and renumber subsequent sections accordingly. Add new Sec 616.10 thru 616.10.3.* **04/18**

## **SECTION 703-CONCRETE MASONRY CONSTRUCTION**

*Delete Sec 703.3.6.1.4 and substitute the following:*

**04/18**

**703.3.6.1.4 Wet Curing.** The contractor shall submit to the engineer a plan to monitor the free moisture and maintain continuous free moisture for the 7 day period. The concrete shall be covered with clean mats as soon as the curing compound has dried sufficiently to prevent adhesion, and the concrete surface will support the curing mat without marring or distorting the finish, but no more than 90 minutes after the concrete is floated or textured. If the concrete mix contains more than 15 percent fly ash or slag or combination thereof and remains plastic after 90 minutes, coverage with mats may be delayed, as directed by the engineer, until the surface will support the curing mat without marring or distorting the finish. The mats shall be sufficiently wet at the time of placement to prevent moisture absorption from the finished surface. The contractor shall control the run-off so as not to cause a traffic hazard or soil erosion. The continuous wet cure shall be maintained a minimum of seven days and until the concrete has attained a minimum compressive strength of 3,000 psi.

## **SECTION 717-FLEXIBLE JOINT SYSTEMS**

*Delete Sec 717.10.3.1 and substitute the following:*

04/18

**717.10.3.1 Shop Drawings.** Shop drawings for structural steel for expansion joint systems shall be prepared in accordance with [Sec 1080](#). The dimensions of the seal shall be shown on the shop drawings for the armored joint. Shop drawings will not be required when the seal is placed against concrete or existing steel armor.

*Delete Sec 717.20.3.1 and substitute the following:*

04/18

**717.20.3.1 Shop Drawings.** Shop drawings for structural steel for expansion joint systems shall be prepared in accordance with [Sec 1080](#). The drawings shall show in detail the type, size, location of anchors, and sequence of installation. The dimensions of the seal shall be shown on the shop drawings for the armored joint. The cavity in the steel armor (also known as an extrusion) shall be of a dimensional tolerance that prevents the lug of the strip seal gland from slipping loose. The upper lip of the extrusion shall extend over the bottom lip to avoid pinching the gland when the expansion joint system is in a closed position. Shop drawings will not be required when the seal is placed in existing steel extrusions.

*Delete Sec 717.30.3.1 and substitute the following:*

04/18

**717.30.3.1 Shop Drawings.** Shop drawings for structural steel for expansion joint systems shall be prepared in accordance with [Sec 1080](#). The dimensions of the seal shall be shown on the drawings for the armored joint. Shop drawings will not be required when the sealant is placed against concrete or existing steel armor.

### 733.3.2.1 Joints.

**733.3.2.1.1** All joints between individual box sections shall be sealed with an approved plastic joint compound or a tubular joint seal. Trowel grade compounds shall be applied to both mating surfaces. Rope or tape-type plastic joint compounds and tubular joint seals shall be applied in accordance with the manufacturer's recommendations. Excess compound shall extrude from both the inside and outside of the joint when box sections are assembled. Excess compound shall be removed from the interior surface. The joint gap between individual box sections shall be uniform for the full perimeter.

**733.3.2.1.2** Filter cloth 2 feet in width and double thickness shall be centered over the top and sides of all joints between individual box sections with edges sealed with mastic or two sided tape. Filter cloth shall be a subsurface drainage geotextile in accordance with [Sec 1011](#).

**733.3.2.1.3** When cast-in-place concrete box culvert collars are shown on the plans and the alternate precast option is used, precast box culvert ties shall be used in accordance with standard plans to connect individual box sections. Regular strength connections shall be supplied unless specified otherwise.

*Delete Sec 733.3.2.2 and substitute the following:*

04/18

**733.3.2.2 Lift and Core Holes.** Lift holes shall be filled with expansive mortar or tapered precast mortar plugs to provide a permanent watertight section, and shall be finished flush on the inside of the box. Lift and core holes are to be sealed with approved materials. Filter cloth at joints may be extended to cover patched holes in lieu of sealing.

## **SECTION 808-PLANTING TREES, SHRUBS AND OTHER PLANTS**

*Delete Sec 808.2.1.1 and substitute the following:*

10/17

**808.2.1.1** Trees, shrubs and other plants shall be nursery stock and shall be true to type and name in accordance with the current edition of *Standardized Plant Names* published by the American Joint Committee on Horticultural Nomenclature. The plants shall have well developed branch systems and vigorous healthy root systems. All stock shall be well formed and the trunks of trees shall be uniform. The plants shall be free from insects, disease and defects such as knots, sun-scald, injuries, serious abrasions of the bark or objectionable disfigurements. Thin, weak plants will not be accepted. All nursery stock shall qualify under the AmericanHort Horticultural Standards of the current American Standard for Nursery Stock, ANSI Z60.1. Substitution of plant stock or other material will not be permitted except with approval from the engineer.

*Delete Sec 808.2.1.2 and substitute the following:*

10/17

**808.2.1.2** All measurements for height, spread, branching, caliber and root spread or ball size shall be as specified in the current AmericanHort American Standard for Nursery Stock, ANSI Z60.1. Acceptance of plant material will be made only at the planting

site following the completion of the planting work, except that acceptance for height, spread and number of branches will be made before pruning the plant. Each shipment shall be accompanied by an invoice showing sizes and varieties of material and ANSI Z60.1 certification.

## **SECTION 901-HIGHWAY LIGHTING**

*Delete Sec 901.4 and substitute the following:*

**04/18**

**901.4 Equipment List.** An approved list of lighting equipment is required in accordance with Sec 902.4.5 prior to installation.

*Delete Sec 901.6.1 and substitute the following:*

**04/18**

**901.6.1** Lanterns mounted in an inverted position shall have a hole in the tip of the lens to prevent water from collecting in the lantern. Lamps shall be properly installed and oriented for the applications.

## **SECTION 902-TRAFFIC SIGNALS**

*Delete Sec 902.4.2 and substitute the following:*

**01/18**

**902.4.2 Concrete.** Concrete shall be of the class specified in the contract. Material, proportioning, mixing, slump and transporting of concrete shall be in accordance with [Sec 501](#) for the specific class specified. Concrete shall be placed, finished and cured in accordance with [Sec 703](#).

*Delete Sec 902.4.5 and substitute the following:*

**04/18**

**902.4.5** The Commission will include Form D-15 in the Electronic Deliverables listing the lighting and signal equipment to be installed. The contractor shall complete the list by writing in the name of the equipment manufacturer and catalog number of each item listed. A list of preapproved equipment and material is available on the MoDOT web site. Only items on the latest revision of the preapproved list will be accepted for use. A completed list shall be submitted electronically to the engineer and shall be approved in writing before items are installed. Approval of the items on the list will not relieve the contractor of responsibility for satisfactory performance of the installation.

## **SECTION 903-HIGHWAY SIGNING**

*Delete Sec 903.2.4 and substitute the following:*

**01/18**

**903.2.4 Concrete.** Concrete shall be of the class specified in the contract. Material, proportioning, mixing, slump and transporting of concrete shall be in accordance with [Sec 501](#) for the specific class specified. Concrete shall be placed, finished and cured in accordance with [Sec 703](#).

*Delete Sec 903.3.1.2 and substitute the following:*

**01/18**

**903.3.1.2 Embedded Installations.** Class B or B-1 concrete, or concrete of a commercial mixture meeting the requirements of [Sec 501](#) shall be used for the footings for embedded-type sign posts, except as otherwise allowed herein. Posts shall be supported in proper position until the concrete or other approved material has set. Excavation and backfill shall be in accordance with [Sec 903.3.1.1](#), except forming will not be required unless soil conditions warrant forming. Tops of footings shall be finished flush with the slope of the ground. Footings shall be visually inspected for acceptance by the engineer.

*Amend Sec 903.3.1.2.1 to include the following:*

**01/18**

**903.3.1.2.1** In lieu of the concrete material requirements in [Sec 903.3.1.2](#), the contractor may use a pre-packaged dry commercial concrete mixture that has a manufacturer's 28-day compressive strength rating of no less than 4,000 psi for the footings for embedded-type sign posts. The concrete shall be thoroughly mixed in accordance with the manufacturer's recommendations. Strength requirements shall meet or exceed Class B concrete as specified in [Sec 501](#).

*Delete Sec 903.5.1 and amend Sec 903.5 to include the following. Rerumber subsequent sections accordingly:*

**01/18**

Measurement of concrete for footings and end supports for overhead sign trusses, tubular steel sign supports and posts bolt-down bases, including all concrete, excavation, backfilling, reinforcing steel, anchor bolts and nuts, grout and other incidental items shown on the plans, will be made to the nearest 0.1 cubic yard. Concrete for footings for embedded-type posts including perforated square steel tube, u-channel and wood shall be incidental.

**SECTION 1001-GENERAL REQUIREMENTS FOR MATERIAL***Amend Sec 1001.4 to include the following:***04/18**

**1001.4** Chat will be defined as an aggregate waste material that was formed in the course of milling operations employed to recover lead and zinc from metal-bearing ore minerals.

*Delete Sec 1001.12 thru 1001.12.3 and substitute the following:***04/18**

**1001.12 Mining By-Product Aggregate.** Chat may be furnished under the following requirements.

**1001.12.1** Chat used in hot, warm, or cold mix asphalt, slurry seal, microsurfacing, or in epoxy seal delivered to MoDOT projects or property shall have a total lead content less than 4,500 ppm as determined by EPA Method 3050B, Acid Digestion of Sediments, Sludges, and Soils. Testing shall be conducted a minimum of once per year per source/location of chat.

**1001.12.2** Chat used in Portland cement concrete, granular road base, flowable fill, stabilized road base, ice control material, or chip seal delivered to MoDOT projects or property shall have Synthetic Precipitation Leaching (SPLP) testing conducted using EPA SW-846 Method 1312 as required by 40 CFR 278. The leachate testing results shall not exceed the National Primary Drinking Water Standards for lead and cadmium and the fresh water chronic National Recommended Water Quality Criterion for zinc of 120 µg/l. Testing shall be conducted a minimum of once per year per source/location of chat.

**1001.12.3** Test reports shall be submitted to Construction and Materials prior to chat being used on any MoDOT project or property. The report shall identify the location of the stockpile, date of sample, and specific test results as required in 40 CFR 278. Attached to the report shall be a certification from the supplier stating that the material furnished does not exceed the lead amounts specified in 40 CFR 278. The Engineer will maintain copies of laboratory test results and certifications for a minimum of three years.

*Add Sec 1001.12.4:***04/18**

**1001.12.4** The supplier shall also provide a summary at the end of each calendar year that identifies the quantity and location of chat shipped for use on MoDOT projects.

**SECTION 1018-FLY ASH FOR CONCRETE***Delete Sec 1018.3.1 thru 1018.3.4 and substitute the following:***04/18**

**1018.3.1** In order to become qualified, a written request shall be sent by the marketing entity to Construction and Materials, along with a copy of the laboratory's QC Plan, the QC departments most recent Cement and Concrete Reference Laboratory (CCRL) certification and the latest CCRL Pozzolan proficiency sample report. The CCRL inspection shall cover all tests required by the specification. Documentation showing satisfactory resolution of all inspection deficiencies shall be included. In addition, the plant may be inspected to verify the information and to establish personal contact with the QC personnel.

**1018.3.2 Failure to Comply.** Failure to comply with any of these requirements and/or specified herein may result in the issuance of a strike. If a laboratory accumulates three strikes, the laboratory shall be disqualified. For every year a laboratory does not receive a strike, a strike will be removed from the laboratory's accumulated total. In cases of dispute, test results obtained by MoDOT will control.

**1018.3.3 Disqualified Facilities.** If a laboratory has been disqualified, the marketing entity must utilize an existing MoDOT approved laboratory or qualify a laboratory fulfilling MoDOT requirements. A disqualified laboratory will be unable to maintain qualification based on requirements governed in this specification.

**SECTION 1048-PAVEMENT MARKING MATERIAL***Delete Sec 1048.30.3.3 and substitute the following:***01/18**

**1048.30.3.3 Gradation.** Type L beads shall meet the following gradation requirements when tested in accordance with ASTM D 1214:

Type L Bead Gradation Requirements	
Sieve Size	Percent Passing

No. 12	100
No. 14	95 - 100
No. 16	80 - 95
No. 18	10 - 40
No. 20	0 - 5
No. 25	0 - 2

## SECTION 1055-CONCRETE CURING MATERIAL

*Delete Sec 1055.3.2.1 and substitute the following:*

04/18

**1055.3.2.1 Waterproof Paper.** Waterproof paper shall be in accordance with ASTM C 171.

*Delete Sec 1055.3.2.3 and substitute the following:*

04/18

**1055.3.2.3 White Burlap-Polyethylene Sheeting.** White burlap-polyethylene sheeting shall be in accordance with ASTM C 171.

*Delete Sec 1055.3.2.4 and substitute the following:*

04/18

**1055.3.2.4 Burlap and Mats of Jute or Cotton.** Burlap shall be fabric made from jute or other suitable fibers. Jute mats shall consist of two plies of burlap stitched together to maintain the shape and stability of the unit. Cotton mats shall consist of filler or cotton batts covered with unsized cloth or burlap, and tufted or stitched to maintain the shape and stability of the unit. Burlap, mats or other synthetic material equivalents shall, in the judgment of the engineer, be of such construction and in such a condition as required to adequately maintain free moisture on the surface of the concrete with the type of system being used to provide the water. Material shall be free from deleterious matter harmful to concrete.

## SECTION 1057-MATERIAL FOR JOINTS

*Renumber Sec 1057.6 and 1057.6.1:*

04/18

**1057.6 Pavement Joint Forming Material.**

**1057.6.1 Preformed Fiber Expansion Joint Filler.** Preformed fiber expansion joint filler material shall be in accordance with AASHTO M 213. Percent asphalt content shall be tested in accordance with AASHTO T 42 or 164 with the following modifications: Oven dry test strips at  $104 \pm 3$  C for one hour. Cool and weigh approximately 50 g into an extraction bowl. Cover test portion in the bowl with a chlorinated solvent, such as trichloroethylene, and allow sufficient time for solvent to soak the test portion. Follow test procedure outlined in AASHTO T 164 section 12.3 and 12.4, except discard extract and washings. Carefully transfer extracted test strips and scrap residue from the filter ring into a tared weighing pan. Oven dry at  $104 \pm 3$  C for one (1) hour and cool in a desiccators. Calculate the percent asphalt content by weight on an oven dry basis per ASTM D 545 subsection 7.5.4. In cases of dispute, AASHTO T 42 test results will control.

*Amend Sec 1057.6 to include the following:*

**1057.6.2 Semi-rigid, Closed-cell Polypropylene Foam, Preformed Expansion Joint Filler.** This material shall be semi-rigid, closed-cell polypropylene foam, preformed expansion joint filler in accordance with ASTM D8139.

## SECTION 1091-LIGHTING EQUIPMENT

*Delete Sec 1091.1.1 and substitute the following:*

04/18

**1091.1.1 Pre-Approval.** Fabricators shall submit two copies of shop drawings to Traffic. Submittals shall be approved by Traffic in writing prior to fabrication of the lighting poles. Shop drawings shall indicate design details required for pole fabrication, including material grades and thicknesses, welding and orientation of any longitudinal seams. Shop drawings shall provide pole installation and hardware details. Design details for all possible pole combinations shown on the plans may be submitted. Shop drawings stress calculations shall be signed and sealed by a registered professional engineer in the State of Missouri. Upon written approval, pre-approved drawings may be used on any project where the design conditions of the shop drawings are not exceeded.

*Delete Secs 1091.7 thru 1091.7.2 and substitute the following:*

04/18

**1091.7.1 Pre-Approval.** Manufacturers of LED luminaires shall submit a completed New Product Evaluation Form and LED Luminaire New Product Submittal Form. Family grouping in accordance with LED Lighting Facts is permitted, provided this is clearly indicated on the submittal form, and clearly communicated via a letter that includes detailed calculations relating the tested product to the submitted product. The luminaire size shall be as specified in the contract. A pipe stop shall be included in the assembly to locate the luminaire properly on the bracket arm. Product cutsheets shall be submitted for luminaire, LED light source, LED driver and surge protection device, if applicable. If dimmable LED driver is specified, provide diagrams illustrating light output and input power as a function of control signal. Instructions for installation and maintenance of LED luminaires shall be provided. Summary of luminaire recycled content and recyclability in accordance with the FTC Green Guides, expressed as a percentage of luminaire weight. IES LM-79 luminaire photometric report shall be produced by a test laboratory that satisfies LED Lighting Facts accreditation requirements. The report shall include, name of test laboratory, report number, date, complete luminaire catalog number, description of luminaire, LED light source, LED driver, and Goniophotometry. IES TM-15 Backlight-Uplight-Glare (BUG) ratings shall be for initial (worst-case) values, i.e., Light Loss Factor (LLF) = 1.0. If luminaires are tilted upward for Energy Star TM-21 calculations, BUG ratings shall correspond to the same angle of tilt.

**1091.7.1.1** Lumen maintenance calculations and supporting test data shall be in accordance with LED Lighting Facts guidance, with the exception calculations shall be based on 10,000 cumulative hours of operation. Submit completed ENERGY STAR TM-21 Calculator as an electronic excel file. Provide computer-generated point-by-point photometric analysis of maintained light levels. Calculation/measurement points shall be per IES RP-8. Separated vehicular lanes, bikeways, and walkways shall be evaluated separately. Calculations shall be for maintained values, i.e. Light Loss Factor (LLF) < 1.0, where LLF = LLD x LDD x LATF. Lamp Lumen Depreciation (LLD) shall be 0.90 or the value calculated in the Energy Star TM-21 calculations, whichever is lower. Luminaire Dirt Depreciation (LDD) shall = 0.90 and Luminaire Ambient Temperature Factor (LATF) shall = 0.96. Mesopic multipliers (i.e., effective luminance factors) shall not be used. All values shall assume photopic visual adaptation. Submit IES LM-63 format electronic file containing luminous intensity data associated with submitted LM-79 report(s) and used for point-by-point calculations. Summary of Joint Electron Devices Engineering Council (JEDEC) or Japan Electronics and Information Technology Industries (JEITA) reliability testing performed for LED packages. Summary of reliability testing performed for LED driver(s). Safety certification and file number indicating compliance with UL 1598. Applicable testing bodies are determined by the US Occupational Safety Health Administration (OSHA) as Nationally Recognized Testing Laboratories (NRTL) and include: CSA (Canadian Standards Association), ETL (Edison Testing Laboratory), and UL (Underwriters Laboratory). Documentation supporting any U.S. origin claims for the product, in accordance with FTC guidance.

**1091.7.1.2** Before approval and purchase, vendor shall supply luminaire sample(s) identical to product configuration(s) submitted for inspection. Commission may request IES LM-79 testing of luminaire sample(s) to verify performance is within manufacturer-reported tolerances. Electrically test fully assembled luminaires before shipment from factory. After installation, Commission may perform IES LM-50 field measurements to verify performance requirements, giving consideration to manufacturing tolerances and measurement uncertainties as outlined in IES LM-61 and NEMA LSD 63.

**1091.7.1.3** Written product warranty shall be of the minimum duration of ten years, and shall cover maintained integrity and functionality of luminaire housing, wiring, connections, LED light source(s) and LED driver(s). Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure. Warranty period shall begin 90 days after date of invoice, or as negotiated by Commission such as in the case of an auditable asset management system. Manufacturer or local sales representative shall provide installation and troubleshooting support via telephone and/or email.

## 1091.7.2 Requirements.

**1091.7.2.1 Roadway.** Luminaire shall be designed for ease of component replacement and end-of-life disassembly. Type III medium distribution, semi-cutoff light distribution shall be set in accordance with the manufacturer's recommendations unless otherwise directed by the engineer, or shown on the plans. Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the environment (e.g., electromagnetic, thermal, mechanical, chemical). LED light source(s) and driver(s) shall be RoHS compliant. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading. Luminaire shall accept the voltage or voltage range specified at 50/60 Hz, and shall operate normally for input voltage fluctuations of plus or minus 10 percent. All internal components shall be assembled and pre-wired using modular electrical connections. The following shall be in accordance with corresponding sections of ANSI C136.37, wiring and grounding, terminal blocks for incoming AC lines (electrical mains wires), photocontrol receptacle, latching and hinging, mounting provisions, and ingress protection.

**1091.7.2.1.1 Underpass.** Luminaires for underpass lighting shall be high-pressure sodium. The luminaires shall consist of a pre-wired unit for wall mounting, with raintight cast aluminum housing, cast aluminum door with integral cast guard, heatresistant glass prismatic refractor, asymmetric aluminum reflector and socket for horizontal lamp position, complete with 150-watt lamp and 240-volt or 480-volt ballast as required. Type IV short distribution, non-cutoff light distribution shall be set in accordance with the manufacturer's recommendations, unless otherwise directed by the engineer or shown on the plans. The door shall have a stainless steel hinge along the bottom, stainless steel latches at the top and non-ferrous metal or stainless steel safety chains.

Provisions shall be made for attaching the unit directly to a wall or to an outlet box stud with nonferrous metal or stainless steel hardware. Ballasts for underpass luminaires shall be in accordance with [Sec 901](#). The ballast power cables shall be individually fused with in-line fuse holders between the line and load, in the junction box or the luminaire housing if no junction box is shown on the plans. The fuse rating shall be three amps unless otherwise shown on the plans.

**1091.7.2.2** Painted or finished luminaire surfaces exposed to the environment shall exceed a rating of six per ASTM D1654 after 1000 hours of testing per ASTM B117. Each luminaire shall have aluminum housing with two 2-inch slipfitters or one 4-bolt slipfitter or one 2-inch slipfitter with a longitudinal leveling system. The housing shall have a natural aluminum or gray baked enamel finish. The coating shall exhibit no greater than 30% reduction of gloss per ASTM D523, after 500 hours of QUV testing at ASTM G154 Cycle 6. All metal parts, such as springs on the latches and hinges, U-bolts and screws shall be made from non-ferrous metal or stainless steel. All parts of the luminaire shall be fabricated from corrosion resistant material.

**1091.7.2.3** Luminaire shall start and operate in ambient temperature range specified. Maximum rated case temperature of driver and other internal components shall not be exceeded when luminaire is operated in ambient temperature range specified. Wiring inside the luminaire housing shall be protected by suitable heat resistant insulating material. Mechanical design of protruding external surfaces (heat sink fins) shall facilitate hose-down cleaning and discourage debris accumulation. Liquids or other moving parts shall be clearly indicated in submittals, shall be consistent with product testing, and shall be subject to review by Commission. Luminaire designation indicated "ANSI C136.41, 7-pin" on LED Luminaire New Product Submittal Form shall be fully prewired and shall incorporate an ANSI C136.41 compliant receptacle. If a dimmable LED driver is specified, the 0-10V or DALI control wires shall be connected to the receptacle pads as specified in ANSI C136.41; connection of the two remaining pads shall be by Manufacturer, as directed by Commission.

**1091.7.2.4** Luminaire shall be listed for wet locations by a U.S. Occupational Safety Health Administration (OSHA) Nationally Recognized Testing Laboratory (NRTL), shall have locality-appropriate governing mark and certification, and shall meet the performance requirements specified in ANSI C136.2 for dielectric withstand, using the DC test level and configuration. Luminaire shall meet the performance requirements specified in ANSI C136.2 for electrical immunity, using the combination Enhanced Wave Test Level (10kV/5kA) indicated on LED Luminaire New Product Submittal Form whether failure of the electrical immunity system can possibly result in disconnect of power to luminaire. Luminaire shall comply with FCC 47 CFR part 15 interference criteria for Class A (non-residential) digital devices, and shall comply with section 5.2.5 (luminaires rated for outdoor use) of ANSI C82.77 at full input power and across specified voltage range.

**1091.7.2.5** Color Rendering Index (CRI) shall be no less than 50. Nominal Correlated Color Temperature (CCT) shall be 3000k with allowable IES LM-79 Chromaticity Values of 2870 to 3220 measured CCT (k) and -0.006 to 0.006 Measured Duv. Luminaire shall have an external label per ANSI C136.15 and shall have an internal label per ANSI C136.22.

## SECTION 1092-SIGNAL EQUIPMENT

*Delete Sec 1092.1.4 and substitute the following:*

**04/18**

**1092.1.4 Backplates.** Backplates shall be provided on all signal heads as shown on the plans. Backplates shall be black in color and constructed of flat pre-cut or preformed thermoplastic. Flat pre-cut thermoplastic backplates shall have a minimum thickness of 0.250 inch. Preformed thermoplastic backplates shall have rolled out edges and a minimum final thickness of 0.10 inch. When as indicated in the plans, a reflectorized strip shall be placed along the perimeter of the backplate. The reflectorized strip shall be made from yellow sheeting in accordance with Section 1042. The reflectorized strip shall be adhered to the backplate as shown in the plan.

## **Special Provisions**

**(see Table of Contents for documents and page numbers)**

# **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)

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

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

**ATTACHMENTS**

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

**I. GENERAL**

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

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

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

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

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

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

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

**II. NONDISCRIMINATION**

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

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

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

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

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

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

## Imperial Main Street Improvements

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

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

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

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

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

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

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

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

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

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

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

## Jefferson County, MO

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

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

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

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

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

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

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

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

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

## 6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

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

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

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

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

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

#### 1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

## 2. Withholding

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

## 3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

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

#### 4. Apprentices and trainees

##### a. Apprentices (programs of the USDOL).

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

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

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

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

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

##### b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

**10. Certification of eligibility.**

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

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

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

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

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

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

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

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

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

## VI. SUBLetting OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

## VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

## VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\* \* \* \* \*

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

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

\* \* \* \* \*

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

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

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

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

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

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:
  - a. To the extent that qualified persons regularly residing in the area are not available.
  - b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
  - c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.
2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment

Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.
4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.
5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

**FHWA-1273 May 1, 2012**

## **FEDERAL AID PROVISIONS**

December 1980

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

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

Goals for Female participation for each trade

#### AREA COVERED

Goals for women apply nationwide

#### GOALS AND TIMETABLES

##### **Goals**

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

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

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

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

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

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

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

**July 1986**

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

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

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

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

EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.
- i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rat of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program.

### **OPERATING POLICY STATEMENT**

The contractor shall accept as his operating policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

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

### **SUPPLEMENTAL REPORTING REQUIREMENTS**

- A. The Contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.
- B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.
- C. The contractor and each covered subcontractor will submit to the State Highway Agency, for the month of July, for the duration of the project, a report (Form PR-1391) "Federal-Aid Highway Construction Contractors Annual EEO Report", indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

## **NONDISCRIMINATION IN EMPLOYMENT**

**July 1990**

The following provisions are added by the State to the Required Contract Provisions of Federal-Aid Contracts.

The contractor is advised that the exemptions referred to in the Required Contract Provisions, Federal-Aid contracts under Section II, Nondiscrimination, Paragraph 3g, with respect to contracts and subcontracts, are substantial and are to be found in Chapter 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor (33 Federal Register 7804-7812, May 28, 1968, effective July 1, 1968, Chapter 60, Title 41, Code of Federal Regulations), by which contracts and subcontracts of \$10,000 or less and certain contracts and subcontracts for indefinite quantities are exempt.

The two pertinent exemption clauses are as follows:

### **60-1.5 Exemptions**

- (a) General – (1) Transactions of \$10,000 or under. Contracts and Subcontractors not exceeding \$10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: Provided, that where a contractor has contracts or subcontracts with the Government in any 12-month period which have an aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding \$10,000, the \$10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contracts exceeds \$10,000.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## DBE PROGRAM-Monitoring and Enforcement

### Commercially Useful Function

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

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

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

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

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

### Management

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

### Materials

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

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

## Employees

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

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

## Sanctions

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

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

## Fraud

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

## Termination, Removal, Or Substitution Of DBE Firm

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

## DBE Participation

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

### Manufacturer

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

### Supplier

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

### Broker

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

### Trucker

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

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

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

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

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

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

## **Contractor**

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

## **Verification**

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

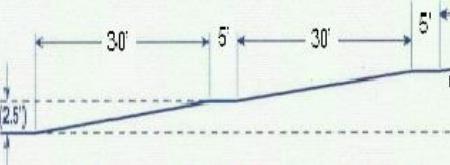


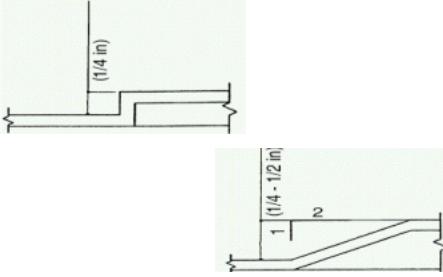
# ADA CHECKLIST

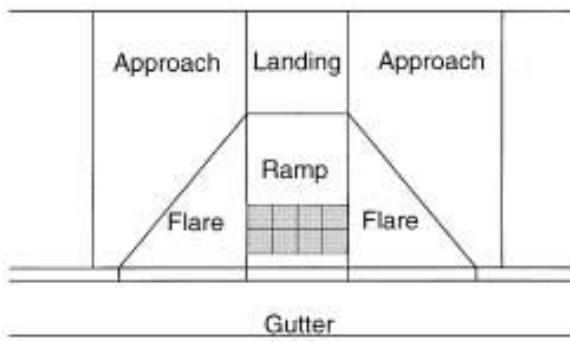
Revision March 31, 2014

Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

Pedestrian Access Route (PROWAG R204)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
Sidewalk Width  	<ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb.</li> <li>The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space.</li> <li>MoDOT Sidewalks shall be 5 feet wide minimum.<sup>2</sup></li> <li>MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb.<sup>2</sup></li> <li>Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum.<sup>2</sup></li> <li><b>Exception: The clear width shall be permitted to be reduced to 32 inches minimum for a length of 24 inches maximum provided that reduced width segments are separated by segments that are 48 inches long minimum and 36 inches wide minimum.</b></li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
Passing Spaces	<ul style="list-style-type: none"> <li>Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum.</li> <li>Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.</li> </ul>			
Sidewalk Running Slope  The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.	<ul style="list-style-type: none"> <li>The running slope of a pedestrian access route shall be 5 percent maximum.</li> <li><b>Roadway Grade Exception:</b> Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway.</li> <li>Running Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			
				180

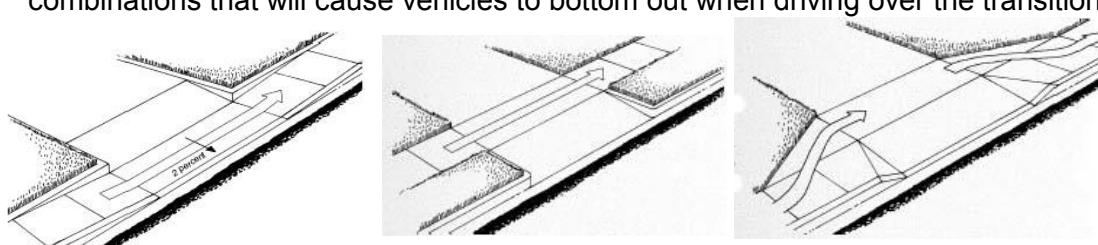
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<b>Sidewalk Cross Slope</b> The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.	<ul style="list-style-type: none"> <li>The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. <b>(Roadway Grade Exception may be considered)</b></li> <li>2010 ADA/ABA allows for cross slopes of up to <math>\frac{1}{4}</math> inch per foot (2.08 percent).</li> <li>In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant.</li> <li>Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			
<b>Sidewalk Ramps</b>  For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run. 	<ul style="list-style-type: none"> <li>A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp.</li> <li>The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>Cross slope of ramp runs shall be 2 percent maximum.</li> <li>The rise for any ramp run shall be 30 inches maximum.</li> <li>Ramps shall have landings at the top and the bottom of each ramp run.</li> <li>Ramp runs with a rise greater than 6 inches shall have handrails.</li> <li>Handrails shall be provided on both sides of stairs and ramps.</li> <li>Edge protection shall be provided on each side of ramp runs.</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li><b><del>In existing sites, buildings, and facilities, ramps shall be permitted to have running slopes steeper than 1:12 where such slopes are necessary due to space limitations.</del></b> <ol style="list-style-type: none"> <li><b><del>A slope between 8.33% (1:12) and 10% (1:10) is allowed for a maximum total rise of 6 inches</del></b></li> <li><b><del>A slope between 10% (1:10) and 12.5% (1:8) is allowed for a maximum total rise of 3 inches.</del></b></li> </ol> </li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
Vertical Alignment	<ul style="list-style-type: none"> <li>Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route.</li> <li>Grade breaks shall be flush.</li> <li>Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> <li>Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.</li> </ul>			
<b>Changes in Level</b>  	<ul style="list-style-type: none"> <li><b>Changes in level at grade breaks shall be flush.</b></li> <li>Changes in level of <math>\frac{1}{4}</math> inch high maximum shall be permitted to be vertical.</li> <li>Changes in level between <math>\frac{1}{4}</math> inch high maximum and <math>\frac{1}{2}</math> inch high maximum shall be beveled with a slope not steeper than 1v:2h.</li> <li>The bevel shall be applied across the entire level change.</li> <li>Changes in level greater than <math>\frac{1}{2}</math> inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.</li> </ul>			

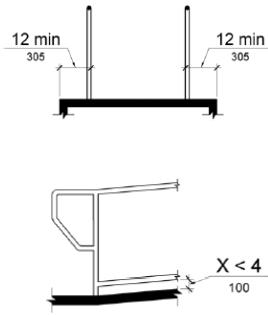
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Landing</b>  A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user.</p> <p>Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> <li>The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum.</li> <li>The landing clear length shall be 5 feet long minimum.</li> <li>Landing slopes shall be 2 percent maximum.</li> <li><b>Changes in level are not permitted.</b></li> <li><b>Changes in level at grade breaks shall be flush.</b></li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</li> <li>Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			
				

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>Diagram illustrating sidewalk clearance requirements. It shows a person walking on a sidewalk with a street lamp. The 'PROTECTED ZONE' is indicated by a shaded area. The 'CANE DETECTABLE RANGE' is marked as 27 inches. The 'WALL PROTRUSION MAX.' is marked as 4 inches. A yellow box highlights the requirement: 'Free-standing objects mounted on posts or pylons shall overhang circulation paths 12 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3)'.</p>	<ul style="list-style-type: none"> <li>Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes.</li> <li>Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path.</li> <li>Free-standing objects mounted on posts or pylons shall overhang circulation paths 12 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3)</li> <li>Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground.</li> <li>Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground.</li> <li>Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.</li> </ul>			
<p>Photographs showing examples of incorrect drainage cover installations. The left photo shows a manhole cover with a metal strip protruding. The right photo shows a wheelchair at a curb ramp with a drainage cover.</p> <p><b>Wrong Installation:</b></p> <p>Diagram illustrating a 'Wrong Installation' of a drainage cover. It shows a metal strip protruding from the cover. Labels indicate the 'predominant direction of traffic' and a dimension of '1/2 max'.</p>	<ul style="list-style-type: none"> <li>Openings in floor and ground surfaces shall not allow passage of a sphere more than <math>\frac{1}{2}</math> inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Lift holes for manhole/utility covers shall not have an opening greater than <math>\frac{1}{2}</math> inch. Plugging of holes greater than <math>\frac{1}{2}</math> inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.</li> </ul>			

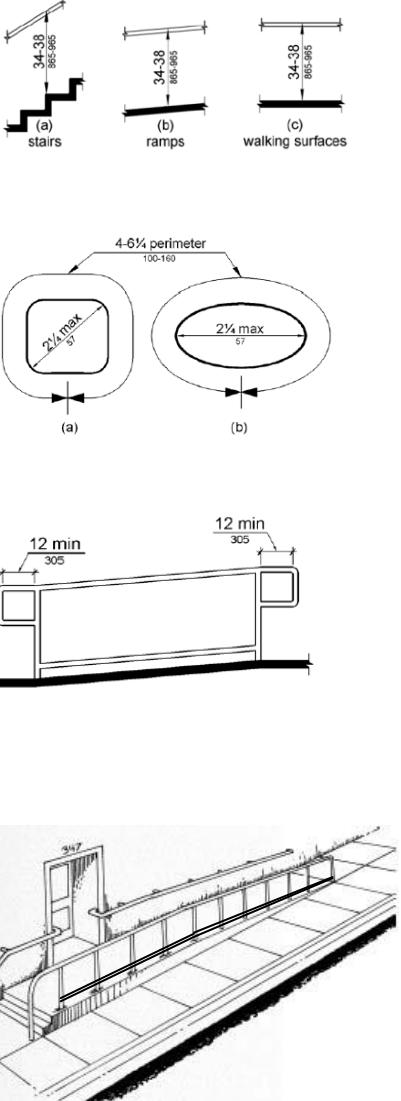
**ENTRANCES (PROWAG R301)**

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum.</li> <li>Cross slope shall be 2 percent maximum.</li> <li>Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition.<sup>2</sup></li> </ul> 			

**EDGE PROTECTION (PROWAG R406.8)**

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Edge protection shall be provided on each side of ramp runs and at each side of ramp landings.</li> <li>Edge protection shall not be required on curb ramps and their landings.</li> <li>Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10.</li> <li>Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of <math>\frac{1}{2}</math> inch maximum within 10 inches horizontally of the minimum landing area.</li> <li>The floor or ground surface of the ramp run or landing shall extend 12 inches minimum beyond the inside face of a handrail.</li> <li>A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface.</li> </ul>			

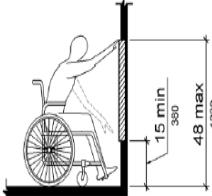
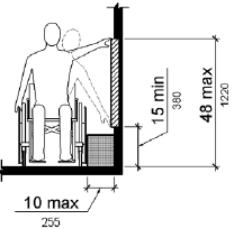
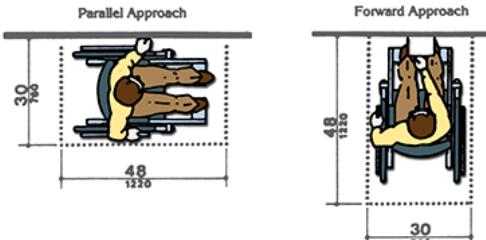
**HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)**

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>The clear width of walking surfaces shall be <b>36 inches</b> <b>4.0 feet</b> minimum.</li> <li>Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps.</li> <li>Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.</li> <li>Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.</li> <li>Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum.</li> <li>Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum.</li> <li>Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum.</li> <li>Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.</li> <li>Handrails shall not rotate within their fittings.</li> <li>Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.</li> <li>At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.</li> <li>At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.</li> <li>The surface of the ramp run or landing shall extend 12 inches minimum beyond the inside face of a handrail.</li> </ul>			

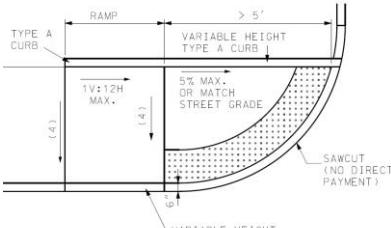
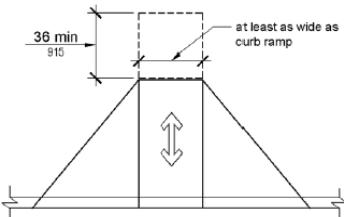
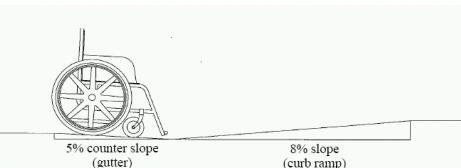
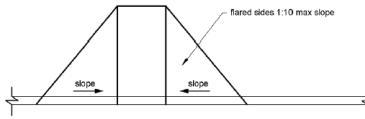
**STAIRWAYS (PROWAG R407)**

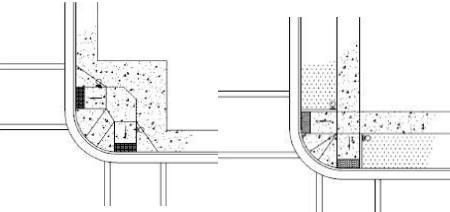
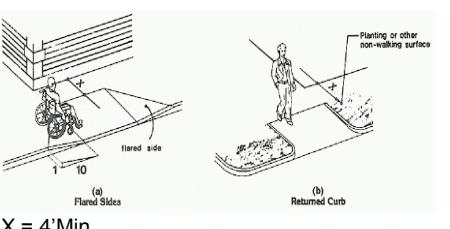
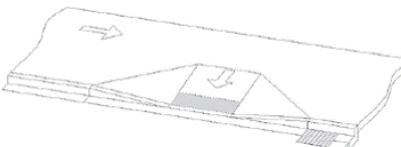
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum.</li> <li>Open risers are not permitted.</li> <li><b>Stairway treads shall have a 2 inch minimum wide strip that contrasts visually with the tread and riser. The strip shall be located at the front of each tread and run the full width of the tread. (See 2011 Proposed Accessibility Guidelines R408.4)</b></li> <li>The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below.</li> <li>Stairs shall have handrails complying with PROWAG 2005 R408.</li> </ul>			

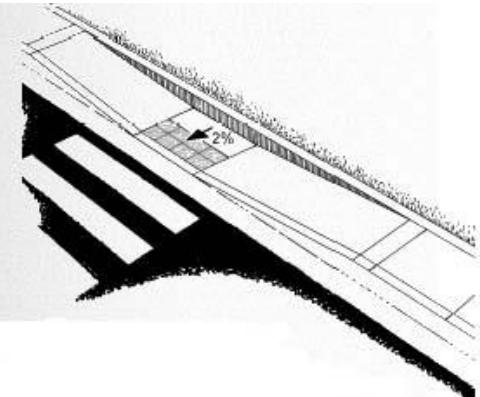
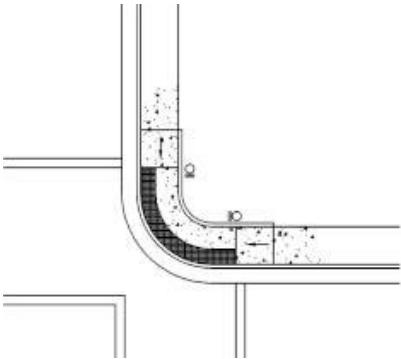
**UNOBSTRUCTED REACH RANGES (PROWAG R404)**

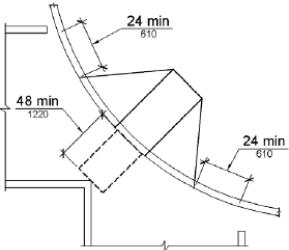
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 	<p>Forward Reach</p> <ul style="list-style-type: none"> <li>Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground.</li> </ul> <p>Side Reach</p> <ul style="list-style-type: none"> <li>Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground.</li> <li><b>EXCEPTION: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3)</b></li> </ul> <div data-bbox="861 1176 1347 1416">  </div>			

## CURB RAMPS (PROWAG R303)

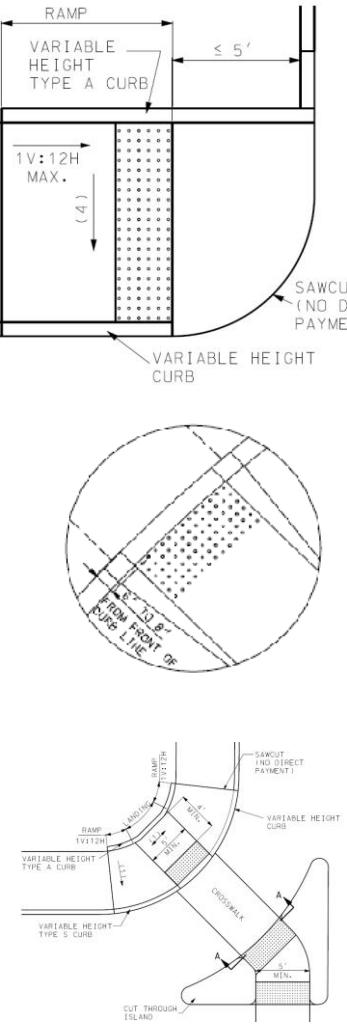
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.</p>     <p><b>15 Foot Rule:</b> For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.</p>	<ul style="list-style-type: none"> <li>The clear width of ramps, excluding the flares, shall be 4.0 feet minimum.</li> <li>Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. <ul style="list-style-type: none"> <li>Exception: <b>15 Foot Rule:</b> The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length.</li> </ul> </li> <li>Cross slope of ramp runs shall be 2 percent maximum. <b>(Roadway Grade Exception may be considered)</b></li> <li>The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>Ramps shall have landings at the top and the bottom of each ramp run. <ul style="list-style-type: none"> <li>The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>The landing clear length shall be 5.0 feet long minimum.</li> <li>Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.</li> </ul> </li> <li><b>Ramp runs with a rise greater than 6 inches shall have handrails.</b></li> <li>Handrails and Edge protection shall not be required on curb ramps and their landings.</li> <li>Curb height = 0 inches within curb ramp spaces.<sup>2</sup></li> <li>Curb ramps must be flush with street.</li> <li><b>The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5)</b></li> <li><b>Street and ramp slope break is 13 percent or less. (See adjacent figure.)</b></li> <li>The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.</li> <li>Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. <ul style="list-style-type: none"> <li>In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12.</li> </ul> </li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 <p>Perpendicular Ramps</p>  <p><math>X = 4' \text{ Min.}</math></p> <p>Flared Sides in Pathway      Flared Sides Not in Pathway</p> <p><b>Roadway Grade Exception:</b> Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.</p> 	<ul style="list-style-type: none"> <li><b>Perpendicular curb ramps</b> shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles.</li> <li>The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> <li>The cross slope at intersections shall be 2 percent maximum. <b>(Roadway Grade Exception may be considered)</b></li> <li>The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</li> <li>A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space.</li> <li>Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.</li> <li>If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.)</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.</li> </ul>			

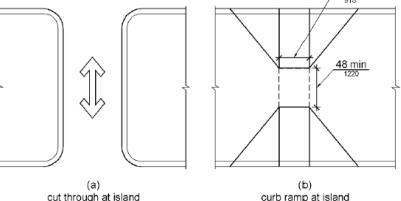
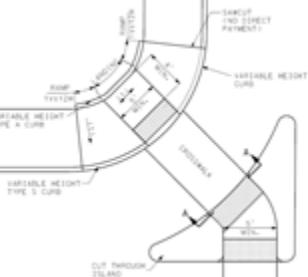
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 <p data-bbox="86 633 566 807">Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> <li><b>Parallel curb ramps</b> shall have a running slope that is in-line with the direction of sidewalk travel.</li> <li>The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> <li>The cross slope shall be 2 percent maximum. <b>(Roadway Grade Exception may be considered)</b></li> <li><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</li> <li>A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space.</li> <li>Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
	<ul style="list-style-type: none"> <li><b>Blended Transitions</b> shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum.</li> <li>The clear width blended transitions, excluding flares, shall be 4.0 feet minimum.</li> <li>Detectable warning surfaces shall be provided where a blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route.</li> <li>Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 	<ul style="list-style-type: none"> <li>Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board.</li> <li>Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow.</li> <li>The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway.</li> <li>Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings.</li> <li>Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing.</li> <li><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> </ul>			

**DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)**

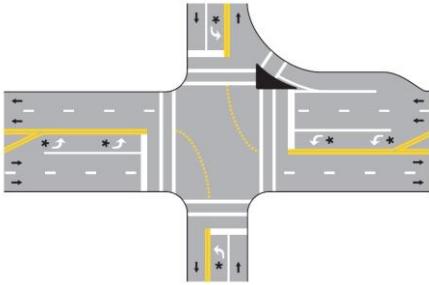
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.</p> 	<ul style="list-style-type: none"> <li>• Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light.</li> <li>• Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street.</li> <li>• Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.</li> <li>• Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing.</li> <li>• Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb.</li> <li>• Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel.</li> <li>• Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.</li> <li>• Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition.<sup>2</sup></li> <li>• Detectable warnings shall not be stamped into concrete.</li> </ul>			

## ISLANDS AND MEDIANS (PROWAG R305.4)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
  	<ul style="list-style-type: none"> <li>Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.</li> <li>Raised islands in crossings shall be cut through level with the street or have curb ramps <b>and required landings</b> at both sides.</li> <li>All median island passage spaces shall provide a clear width of 5 feet minimum.<sup>2</sup></li> <li>Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel.</li> <li><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</li> <li>Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings.</li> <li>Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap.</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions.</li> <li>Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			

ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
    	<ul style="list-style-type: none"> <li>Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. <b>&lt; ON HOLD waiting for MoDOT Specs and APL March 2014</b></li> <li>Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line.</li> <li>Accessible pedestrian pushbuttons shall be located within a reach range complying with PROWAG 2005 R404.</li> <li>A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route.</li> <li><b>Roadway Grade Exception:</b> Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route.</li> <li>Pedestrian signals shall comply with PROWAG 2005 R306. <ul style="list-style-type: none"> <li>Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 5 pounds to activate operable parts.</li> <li>The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves.</li> <li>The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line.</li> <li>For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart at crossings and a minimum 5 feet apart at islands or medians. This minimum distance may be waived for audible pushbuttons in medians and islands with the use of voice commands.</li> <li>Pushbuttons are located no higher than 42 inches from the ground and within 10 inch reach from a level paved landing with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches.</li> <li>Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.</li> </ul> </li> </ul>			

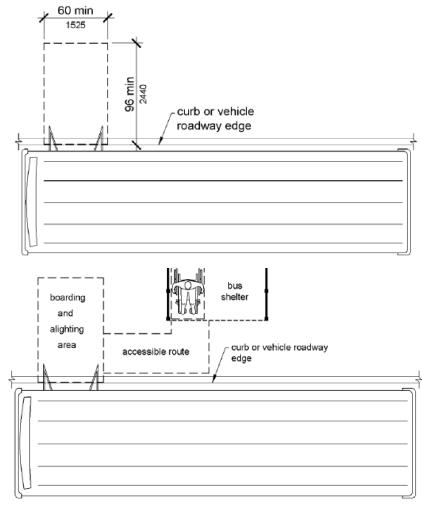
## PEDESTRIAN STREET CROSSINGS (PROWAG R305)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 	<ul style="list-style-type: none"> <li>Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island.</li> <li>Marked crosswalks shall be 6 feet wide minimum.</li> <li>The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required.</li> <li>A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control.</li> <li>Crossings with Stop Control: The cross slope shall be 2 percent maximum.</li> <li>The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk.</li> <li><b>All pedestrian signal phase timing shall be calculated using a pedestrian walk speed of 3.5 ft/s maximum. The crosswalk distance used in calculating pedestrian signal phase timing shall include the entire length of the crosswalk. (R305.3)</b></li> <li><b>Where pedestrian signals are provided at pedestrian street crossings, they shall include accessible pedestrian signals and pedestrian pushbuttons complying with sections 4E.08 through 4E.13 of the MUTCD. Operable parts shall comply with R403. (2011 PROWAG R209.1) ← ON HOLD waiting for MoDOT Specs and APL March 2014</b></li> <li>Crosswalk pavement marking is 6 inches wide white.</li> <li>Stop bar is at minimum 4 feet from the crosswalk.</li> <li>Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.</li> </ul>			

### ALTERNATE CIRCULATION PATH (PROWAG R302)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Alternate circulation paths shall contain a pedestrian access route.</li> <li>To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route.</li> <li>Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66.</li> <li>Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4).</li> <li>A <b>detectable</b> continuous bottom edge shall be provided <b>6 2</b> inches maximum above the ground or walkway surface.</li> <li>Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface.</li> <li>Support members shall not protrude into the alternate circulation path.</li> </ul>			

### BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Bus stop boarding and alighting areas shall have a firm, stable surface.</li> <li>Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway.</li> <li>Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route.</li> <li>Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent.</li> <li>Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter.</li> <li>Bus shelters shall be connected by an accessible route to a boarding and alighting area.</li> </ul>			

<sup>1</sup> Any "NO" answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked "NO". These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

<sup>2</sup> A MoDOT requirement.

**Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.**

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

**US Access Board PROWAG**

**R202.3.1 Prohibited Reduction in Required Access.** An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

Inspector Name: _____	Date: _____
Inspector Signature: _____	Date: _____
Resident Engineer or Area Engineer Name: _____	Date: _____
Resident Engineer or Area Engineer Signature: _____	Date: _____
Distribution: <input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

# ***SAMPLE***

## **ADA EXCEPTIONS DOCUMENTATION**

Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

<b><u>Item</u></b>	<b><u>Location</u></b>	<b><u>Standard</u></b>	<b><u>As Built</u></b>	<b><u>Discussion</u></b>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp	Sta 35+20 to 35+25 Rt Rte 14			
	Landing running grade (turning space)	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

Inspector Name: _____	
Inspector Signature: _____	Date: _____
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	
Distribution:	
<input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

## **Guidelines for Obtaining Environmental Clearance**

This article provides guidelines for obtaining environmental clearance for disturbed areas such as:

Borrow Sites, Haul Roads, Burn Pits, Staging Areas and Spoil Sites at project-specific locations.

The necessary clearances for disturbed areas such as those referenced above shall be obtained prior to using these areas for projects. 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. Once the contractor has obtained all required documentation, it should be provided to Jefferson County & MODOT District contact. The following addresses the primary environmental issues related to clearance of disturbed areas such as borrow sites:

### **1. The Endangered Species Act**

The Federal Endangered Species Act protects rare species and their habitats. The U.S. Fish and Wildlife Service (USFWS) administers the Act. Violations of this act can result in extensive project delays and severe fines. To determine if 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 with 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 USFWS will be necessary. Written clearance from the U.S. 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 Number (573) 751-4115 or FAX (573) 751-4495

U.S. Fish and Wildlife Service (FWS)  
Columbia Field Office  
101 Park DeVille Drive - Suite A  
Columbia, MO 65203-0057  
Telephone Number (573) 234-2131 or Fax (573) 234-2182

## 2. 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" Certification](#), 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  
(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.

## 3. 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 Grand 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, which 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.

## 4. 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 AD-1006 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 SCS 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 of Form AD-1006. The form should then be sent to the NRCS State Office for completion of Parts II, IV and V. The address for NRCS State Office is:

Mr. Dennis Potter  
State Soil Scientist  
Natural Resource Conservation Service  
601 Business Loop 70 West  
Parkade Center, Suite 250  
Columbia, MO 65203  
1-573-876-9411

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.

## 5. 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 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 [US Fish and Wildlife Service's Wetlands Map](#). If wetlands are identified on Food Security Act wetland maps, 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](#).

## 6. 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 stormwater 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 stormwater and erosion control in 136.4 Environmental and Cultural Requirements of the LPA Policy.

## 7. 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 previous 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 nonrural, 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 if any past problems (complaints, citations, etc.) have occurred at the site, if any permits/licenses have been filed for the site, or if enforcement actions have occurred.

If the above analyses produce negative results, the contractor should provide documentation to the MoDOT Design Division-Environmental Section as to who was contacted and the results of the contact. However, if through the search for information described above, potential problems are identified, 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.

## 8. Historic Preservation

All jobs requiring environmental clearance for historic preservation (archaeological sites, buildings, and structures) must be reviewed and approved by the State Historic Preservation office (SHPO), Department of Natural Resources. To initiate SHPO's review and clearance of a proposed site for cultural resources, a "Section 106 Project Information Form" must be completed and submitted to SHPO along with a copy of a United States Geological Survey (USGS) topographic map indicating the location of the project. In addition, photographs of any structures that will be impacted must be provided. The "Section 106 Project Information Form" can be obtained from the SHPO website 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. Any questions can be directed to the Design Division-Historic Preservation Section, at (573) 751-0473.

## 9. 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 avoid "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).

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

**The following permits have been acquired and are included herein:**

- 1. Environmental Tracking Form**
- 2. MoDNR Section 106 Cultural Assessment Review**

This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.

Date Completed: 06/05/2017  
Completed By: Matthew Burcham

## Request for Environmental Review

### Form#:2017-09-00021

#### Project Information

Prefix:	STP	Project Number:	5403662	Bridge Number:	
District:	St. Louis	County:	Jefferson	Sponsor:	Imperial
TIP Number:	6487-16	Rte/Street:	IMPERIAL MAIN STREET RD null		
MoDOT Job Number:		TIGER Grant Funds:	Is this project on or adjacent to MoDOT Right of Way: Yes		
Location/Stream Crossing :	JEFFERSON COUNTY				
TMS Project Description - termini (no stations):	RECONSTRUCT SIDEWALK & INTERSECTION IMPROVEMENTS - IMPERIAL MAIN STREET RD/RIVER STREET - OLD STATE RD TO 328 FT E/O US 61/67				
Describe RER project improvements in full detail:	Imperial Main Street is a historic town main street dating earlier than the 1870's. To this day, people and businesses rely on the roadway for travel, transfer of goods, and to attract customers. The county intends to reconstruct Imperial Main Street from Old State Road (End of MoDOT maintenance at I-55) to US 61/67. The intersection at Imperial Main Street and US 61/67 will be relocated approximately 15ft. to the North. This will improve sight distance and turning radii at the intersection. Approximately 350 feet of River Street will be reconstructed to meet the new alignment of the intersection. Imperial Main Street is classified as an Urban Minor Arterial. With an average ADT of 10,659 and truck traffic at 12%, this road is used as a major artery for movement of residents and goods between the two state routes. The road also serves as a primary connector from Interstate 55 to the town of Kimswick, a major tourist destination for Jefferson County. At the Rail Road crossing of BNSF's tracks, the current crossing is steep, and will make for a smoother transition of crossing the tracks. Public sidewalks are not available through this main street area with several store fronts near the public road. A list of improvements include but not limited to are the following: New pavement (either Asphalt or Concrete), new concrete sidewalks and curb ramps throughout the Imperial Main Street Corridor, new striped crosswalks, new concrete curb and gutters, improved closed drainage systems, a 3' concrete "buffer" where new LED light fixtures will be located between the back of curb and sidewalk, a new aligned intersection with new signal equipment along with new signal equipment at the Rail Road Tracks, along with new pavement striping.				
District Liason:	Cynthia Simmons - 314-453-1833		Contact:	None selected	
Contact:	Cynthia Simmons - 314-453-1833		Contact:	None selected	
Date Desired:	10/19/2016		Submit Date:	09/19/2016	
Responsible Individual:	James Hamilton - (9/19/2016 3:22:07 PM) - 636-797-6129		Submitted By:	James Hamilton - (9/19/2016 12:00:00 AM) - 636-797-6129	
<b>Existing Condition</b>					
ADT:	10659	Speed Limit:	25		
Number of Travel Lanes:	2-3	Lane Width:	10		
Shoulder Width:	0	Curb and Gutter:	No		
Bridge width, measured from gutterline to gutterline:	0	Sidewalks:	Right		
<b>Proposed Design Improvement</b>					
ADT:	17466	Speed Limit:	25	Design Speed:	35
Number of Travel Lanes:	3	Lane Width:	12	Curb and Gutter:	Yes
Shoulder Width:	0	Sidewalks:	Right		
Bridge width, measured from gutterline to gutterline:	0				

Bridge Length:	0	Roadway length:	0.28 Miles
Railroad Crossing	Yes	Drainage District (If Applicable):	None
<b>Program Year:</b>			
Preliminary Engineering:	N/A	Right of Way:	2017
Construction:	N/A		
Explain the purpose of the request:	Jefferson County is requesting an updated Environmental Tracking form for the submittal of ROW Plans in early October.		
Changes to project since last RER submittal? If yes, explain:	No	<input checked="" type="checkbox"/> Design/Build <input type="checkbox"/> Alternate Technical Concepts	
<input checked="" type="checkbox"/> Project breakout from previous or larger project?	<i>If checked explain:</i>		

**Acres - From all sources (e.g. donated from public or private entities):**

**Additional R/W:** 0.58      **Temp Easement:** 0.18      **Permanent Easement:** 0.1

Is there a possibility that No  
Sponsor will purchase  
any uneconomic  
remnants?

### Land Disturbance:

Will project involve 1 acre but less than 5 acres of land disturbance:      Will project involve 5 acres or more of land disturbance:      Acres of Tree Clearing: 0 acres

Number of Displacements (do not include partial takes that do not displace):

Residential:  Yes  No      Commercial:  Yes  No

No. of People:      Residences: 0      No. of Employees:      Business:

### Average Daily Traffic:

ADT Construction Year: 2014 ADT Design Year: 2034

### **Bicycle / Pedestrian Consideration**

## National Flood Insurance Program (NFIP) and Hydraulic Design Data:

Project is in a FEMA-identified zone "subject to 100-year flooding": *If so, what zone?:*  
N/A

Project is in a FEMA-defined "floodway" No

Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property)  
*If checked, give details:*

Is highway improvement located within 2 miles of an existing airport?

**Known Concerns:** Provide information you have about these resources that you have observed in the area.

Parkland: N/A

Wetland/404 Permit: N/A

Stormwater/Water Quality: N/A

Farmland: N/A

Threatened & Endangered Species: N/A

Migratory Birds: Are there birds nesting on the structure?

Hazardous Waste: N/A

Cultural Resources: N/A

District Comments:

#### Project Attachments:

**\*\*NOTE: If making updates to an attachment, please use a different filename than the original.**

**\*\*The combined size of attachments in one upload must be less than 100MB**

Attachments:

- Threatened & Endangered Species Plans - 4-26-2017.pdf
- Threatened & Endangered Species Letter - 426-2017.pdf
- Imperial Main Street Endangered Species Review.pdf
- project\_report\_imperial\_main\_street\_improv\_5995\_6204.pdf
- 2016-10-05 Imperial Main Section 106 Review Letter.pdf

**Required Information to be attached for each RER stage:**

- **Loc/Concp.:** Location map (county map) & topographic map or aerial photo showing project limits – pre-plan sheets or other preliminary maps showing alternatives, if available
- **Prel. Plan:** Prel. Plan sheets
- **R/W: R/W Plan sheets**
- **Final Design:** Final Plans [Location map (county map) & topographic map or aerial photo showing project limits if this is first RER submittal]

## RER Environmental Screenings

### ► Farmland Impact

Status Information:

N/A  Pending  Cleared

Clearance Date:

Environmental Response: The project is located in a designated urbanized area as indicated on the U.S. Census Bureau Urban Area Reference Map. Therefore, the project is not subject to the Farmland Protection Policy Act.

LPA Action: None

Attachments:

Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Matthew Burcham - 9/23/2016 10:15:16 AM

### ►Floodplain/Regulatory Floodway

## Status Information:

## Clearance Date:

 N/A  Pending  Cleared

Environmental Response: According to the current FEMA flood insurance rate map, the project is not located in the 1% floodplain or the regulatory floodway. The project is not subject to floodplain permitting requirements.

LPA Action: None

**Attachments:**

Floodplain/Regulatory Floodway Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 9/23/2016 10:17:06 AM

### ►Stormwater/Water Quality

## Status Information:

## Clearance Date:

 N/A  Possible Issues Noted

Environmental Response: If you are in a regulated MS4 area, you must adhere to the MS4 requirements as defined in the respective MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system. Additionally, any land disturbance on MoDOT property that is 1 acre or more requires compliance with the requirements of MoDOT's consent decree. If land disturbance is 5 acres or more, the project must be additionally reviewed by Stormwater staff.

LPA Action: None

**Attachments:**

Stormwater/Water Quality Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 9/23/2016 10:17:58 AM

### ►FEMA/SEMA Buyout

## Status Information:

## Clearance Date:

 N/A  Pending  Cleared

Environmental Response: According to the TMS FEMA buyout layer, there are no FEMA/SEMA buyout sites in or near the project area.

LPA Action: None

**Attachments:**

FEMA/SEMA Buyout Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 9/23/2016 10:22:31 AM

### ►Socioeconomic Impact

## Status Information:

## Clearance Date:

 N/A  Possible Issues Noted

Environmental Response: There will be no significant socioeconomic impacts associated with this project.

LPA Action: None

**Attachments:**

Socioeconomic Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 9/23/2016 10:23:52 AM

### ►Threatened & Endangered Species

Status Information:  No Effect  Pending  Cleared Clearance Date: 06/05/2017

Environmental Response: MoDOT'S environmental specialist evaluated the project plan sheet, photos, MDC Natural Heritage Review Report, USFWS IPaC Official Species List (OSL) (Consultation Code: 03E14000-2017-SLI-0817), and USFWS Consistency Letter. MDC and USFWS documentation has been uploaded to the RER. The IPaC OSL listed the following species of concern for the project area: Gray bat, Indiana bat, and Northern long-eared bat. Gray bats are cave obligate species. There are no known cave resources within several miles of the project area. There will be no impact to Gray bat resources and No Effect to Gray bats. Indiana and Northern long-eared bats can occur in forested areas of the state. This project occurs in Slater city limits and there will be no tree clearing. Therefore, no suitable bat habitat will be impacted and there will be No Effect to Indiana and Northern long-eared bats. Acting as the designated non-federal representative for FHWA for ESA Section 7, MoDOT has determined this project will have No Effect on any federally protected species or critical habitats. Consultation with USFWS is not required. The T&E process is complete as of this date.

LPA Action: No further action required.

**Attachments:**

Threatened & Endangered Species Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 6/5/2017 2:16:37 PM

### ►Migratory Birds

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: No bridge improvement work with this project, therefore no impacts to migratory birds.

LPA Action: None

**Attachments:**

Migratory Birds Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 9/23/2016 10:29:51 AM

### ►Hazardous Waste Impact

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: Based on the project description, there should be no hazardous waste site concerns. The potential to encounter wastes from sites unknown to the LPA and MoDOT should always be a consideration. Any unknown sites that are found during project construction will be addressed by the LPA in accordance with Federal and State Laws and Regulations.

LPA Action: None

**Attachments:**

Hazardous Waste Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated:* Matthew Burcham - 9/23/2016 10:37:05 AM

### ►Wetland Impact (Section 404/401)

Status Information:	Clearance Date:		
<input checked="" type="radio"/> N/A <input type="radio"/> Pending <input type="radio"/> Cleared			
Environmental Response:	According to the USFWS National Wetlands Inventory Mapper, there are no wetlands, blue line streams, lakes, ponds, or other waters of the U.S. in or around the project area. A review of Google Earth and ArcMap also did not reveal the presence of any water bodies in the project area. The project will have no impact on wetlands or waters of the U.S.		
LPA Action:	None		
Wetland Permit Information:	404 Permit Number	Permit Submitted	Permit Received
	Permit Expiration	Compliance Certification Sent	Compliance Certification Received

**Attachments:**

<input checked="" type="checkbox"/> Wetland Impact Submitted - <i>Mark submitted when this review is ready to be sent to district staff.</i>
<i>Last Updated:</i> Matthew Burcham - 9/23/2016 12:35:01 PM

### ►Noise Impact

Status Information:	Clearance Date:		
<input checked="" type="radio"/> N/A <input type="radio"/> Pending <input type="radio"/> Cleared			
Environmental Response:	This is a Type III project, a noise analysis is not required.		
LPA Action:	None		

**Attachments:**

<input checked="" type="checkbox"/> Noise Impact Submitted - <i>Mark submitted when this review is ready to be sent to district staff.</i>
<i>Last Updated:</i> Matthew Burcham - 9/23/2016 10:42:36 AM

### ►Cultural Resources Impact (Section 106)

Status Information:	Clearance Date:		
<input type="radio"/> Pending <input checked="" type="radio"/> ROW Cleared <input type="radio"/> ROW Pending			
Environmental Response:	The Section 106 Review by the State Historic Preservation Office (SHPO) determined no historic properties affected.		
LPA Action:	No further action required.		

**Attachments:**

<input checked="" type="checkbox"/> Cultural Resources Impact Submitted - <i>Mark submitted when this review is ready to be sent to district staff.</i>
<i>Last Updated:</i> Matthew Burcham - 3/3/2017 8:10:14 AM

### ►Public Land Impact (Section 4f/6f)

Status Information:	Clearance Date:		
<input checked="" type="radio"/> N/A <input type="radio"/> Pending <input type="radio"/> Cleared			
Environmental Response:	According to Google Earth there are no Section 4(f) or Section 6(f) protected resources in or in the vicinity of the project area. The project will have no impact on Section 4(f) or Section 6(f) protected resources.		
LPA Action:	None		

**Attachments:**

<input type="checkbox"/> Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.
---

Checked by:  on

<input checked="" type="checkbox"/> Public Land Impact Submitted - <i>Mark submitted when this review is ready to be sent to district staff.</i>
<i>Last Updated:</i> Matthew Burcham - 9/23/2016 10:51:15 AM

**►NEPA Classification**

NEPA Right-Of-Way    Can Proceed to Buy R/W  
Permission:

All Environmental Issues    06/05/2017  
Cleared:

NEPA Classification:    PCE

NEPA Approval Date:    09/23/2016

This project qualifies for    14  
the programmatic  
categorical exclusion  
under Item#:

as determined or    MATTHEW.BURCHAM@MODOT.MO.GOV  
approved by:

SHPO Date:    10/05/2016

Comments To District:

*Last Submitted: 06/05/2017 by Matthew Burcham*

## CULTURAL RESOURCE ASSESSMENT

### Section 106 Review

**CONTACT PERSON/ADDRESS**

John Klein  
 Horner & Shifrin, Inc.  
 401 South 18<sup>th</sup> Street, Suite 400  
 St. Louis, Missouri 63103-2296

**C:**

Raegan Ball, FHWA  
 Roopa Banerjee, FHWA  
 Michael Meinkoth, MoDOT

**PROJECT:**

Imperial Main Street Roadway Project STP-5403(662)

**FEDERAL AGENCY**

FHWA

**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 5, 2016  
 Date

**MISSOURI DEPARTMENT OF NATURAL RESOURCES  
 STATE HISTORIC PRESERVATION OFFICE  
 P.O. Box 176, Jefferson City, Missouri 65102**

**For additional information, please contact Judith Deel, (573) 751-7862. Please be sure to refer to the project number:  
 048-JE-16**

General Decision Number: MO180001 04/06/2018 MO1

Superseded General Decision Number: MO20170001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

**HEAVY AND HIGHWAY CONSTRUCTION PROJECTS**

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Modification Number	Publication Date
0	01/05/2018
1	02/02/2018
2	02/23/2018
3	03/16/2018
4	04/06/2018

CARP0002-002 05/01/2017

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 36.51	16.75
<hr/>		
CARP0005-006 05/03/2015		

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 36.34	15.55
MILLWRIGHTS & PILEDRIVERS....	\$ 36.34	15.55
<hr/>		
CARP0011-001 05/01/2017		

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES.....	\$ 31.02	16.75
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER,		

NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....\$ 29.56	16.75
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.\$ 31.03	16.75
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.\$ 29.18	16.75
BENTON, MORGAN AND PETTIS...\$ 29.61	16.75
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....\$ 30.88	16.75
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....\$ 30.27	16.75
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....\$ 29.88	16.75
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....\$ 30.87	16.75
FRANKLIN COUNTY.....\$ 34.16	16.75
JEFFERSON AND ST. CHARLES COUNTIES.....\$ 36.51	16.75
LINCOLN COUNTY.....\$ 32.66	16.75
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....\$ 31.63	16.75
WARREN COUNTY.....\$ 33.08	16.75

ELEC0001-002 06/04/2017

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN,  
IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID,  
PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,  
ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD,  
WARREN, WASHINGTON AND WAYNE COUNTIES

	Rates	Fringes
Electricians.....\$ 36.92	25.22	

ELEC0002-001 01/01/2017

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON,  
CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE,  
HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN,  
MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY,  
MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM,  
RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,  
ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER,  
SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND  
WASHINGTON COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....\$ 37.48	18.98	
Groundman & Truck Driver....\$ 28.86	15.87	
Lineman & Cable Splicer.....\$ 43.50	21.14	

ELEC0053-004 09/03/2017

	Rates	Fringes
Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON,		

Imperial Main Street Improvements  
 BUCHANAN, CALDWELL, CEDAR,  
 CHRISTIAN, CLINTON, DADE,  
 DALLAS, DAVIES,, DEKALB,  
 DOUGLAS, GENTRY, GREENE,  
 GRUNDY, HARRISON, HICKORY,  
 HOLT, JASPER, LACLEDE,  
 LAWRENCE, LIVINGSTON,  
 MCDONALD, MERCER, NEWTON,  
 NODAWAY, OZARK, POLK, ST.  
 CLAIR, STONE, TANEY, VERNON,  
 WEBSTER, WORTH AND WRIGHT  
 COUNTIES)

Groundman Powderman.....	\$ 27.84	33%+5.00
Groundman.....	\$ 25.83	13.06
Lineman Operator.....	\$ 40.91	17.35
Lineman.....	\$ 44.26	18.33

Line Construction; (BATES,  
 BENTON, CARROLL, CASS, CLAY,  
 HENRY, JACKSON, JOHNSON,  
 LAFAYETTE, PETTIS, PLATTE,  
 RAY AND SALINE COUNTIES)

Groundman Powderman.....	\$ 27.84	33%+5.00
Groundman.....	\$ 25.83	13.06
Lineman Operator.....	\$ 40.91	17.35
Lineman.....	\$ 44.26	18.33

-----  
 ELEC0095-001 06/01/2017

BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON,  
 ST CLAIR, AND VERNON COUNTIES

Rates	Fringes
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Electricians:

Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 26.79	13.86

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 ELEC0124-007 08/28/2017

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON,  
 JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE  
 COUNTIES:

Rates	Fringes
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Electricians.....\$ 38.35 22.01

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 ELEC0257-003 03/01/2017

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN,  
 CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES,  
 MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

Rates	Fringes
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Electricians:

Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 32.00	14.28

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 ELEC0350-002 12/01/2016

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN,  
 MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS,  
 SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

Rates	Fringes
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Electricians.....\$ 30.57 5.93+35%

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 ELEC0453-001 09/01/2015

Rates	Fringes
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Jefferson County, MO

## Electricians:

CHRISITAN, DALLAS,	
DOUGLAS, GREENE, HICKORY,	
HOWELL, LACLEDE, OREGON,	
OZARK, POLK, SHANNON,	
WEBSTER and WRIGHT COUNTIES.\$ 25.15	14.36
PULASKI and TEXAS COUNTIES..\$ 29.80	14.83
STONE and TANEY COUNTIES....\$ 20.94	13.55

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ELEC0545-003 06/01/2017

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER,  
GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY,  
AND CALDWELL COUNTIES

Rates	Fringes
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Electricians:.....\$ 31.00	15.60
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ELEC0702-004 01/01/2018

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON,  
MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE  
COUNTIES

Rates	Fringes
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## Line Construction:

Groundman - Class A.....\$ 28.47	13.99
Groundman-Equipment	
Operator Class II (all	
other equipment).....\$ 36.08	16.21
Heavy-Equipment Operator	
Class I (all crawler type	
equipment D-4 and larger)...\$ 41.14	17.67
Lineman.....\$ 50.11	20.27

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ENGI0101-001 05/01/2016

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,  
CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,  
HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,  
LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH  
COUNTIES

Rates	Fringes
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## Power equipment operators:

GROUP 1.....\$ 33.38	15.92
GROUP 2.....\$ 32.98	15.92
GROUP 3.....\$ 30.98	15.92

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self- propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side

## Imperial Main Street Improvements

discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: (a) Oiler;

- (b) Oiler driver
- (c) Mechanic.

## HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .25) ABOVE

GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .50) ABOVE

GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .75) ABOVE

GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

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\* ENGI0101-005 04/01/2018

## CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates	Fringes
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## Power equipment operators:

GROUP 1.....	\$ 36.22	17.99
GROUP 2.....	\$ 35.18	17.99
GROUP 3.....	\$ 30.71	17.99
GROUP 4.....	\$ 34.06	17.99

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane

or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high pressure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "A" Frame truck operator; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra- hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

### GROUP 3: Oilers

#### GROUP 4: Oiler Driver (All Types)

#### FOOTNOTE:

HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE  
(\$1.00) ABOVE GROUP 1 RATE:  
Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft.  
of boom or over (including jib); Draglines, 3 yd. capacity  
or over;  
Heldrivers 80 ft. of boom or over (including jib);  
Shovels & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2016

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS,  
GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON,  
OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND  
WRIGHT COUNTIES and CITY OF SPRINGFIELD

### Power equipment operators:

GROUP 1.....	\$ 30.82	13.30
GROUP 2.....	\$ 29.88	13.30
GROUP 3.....	\$ 30.27	13.30
GROUP 4.....	\$ 28.22	13.30

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

## GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant

fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-green loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

#### HOURLY PREMIUMS:

The following classifications shall receive \$ .25 above GROUP 1 rate:

Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib); Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$ .50 above GROUP 1 rate:

Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$ .75 above GROUP 1 rate:

Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

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ENGI0513-004 05/01/2017

#### FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

Rates	Fringes
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#### Power equipment operators:

GROUP 1.....	\$ 32.66	25.95
GROUP 2.....	\$ 32.66	25.95
GROUP 3.....	\$ 31.36	25.95
GROUP 4.....	\$ 30.91	25.95

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push

Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers and Barco equipmnet no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self- propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self- propelled); Conveyor, Large (not self- propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

#### HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00;  
 Crane, climbing (such as Linden) - \$.50;  
 Crane, Pile Driving and Extracting - \$.50  
 Crane with boom (including job) over  
 100 ft from pin to pin - add \$.01 per foot  
 to maximum of \$4.00);  
 Crane, using rock socket tool - \$.50;  
 Derrick, diesel, gas or electric hoisting material  
 and erecting steel (150 ft or more above ground) - \$.50;  
 Dragline, 7 cu yds and over - \$.50;  
 Hoist, Three or more drums in use - \$.50;  
 Scoop, Tandem - \$.50;  
 Shovel, Power - 7 cu yds and over - \$.50;  
 Tractor, Tandem Crawler - \$.50;  
 Tunnel, man assigned to work in tunnel or  
 tunnel shaft - \$.50;  
 Wrecking, when machines are working on  
 second floor or higher - \$.50

ENGI0513-006 05/01/2017

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

Rates	Fringes
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## Power equipment operators:

GROUP 1.....	\$ 28.14	25.89
GROUP 2.....	\$ 27.79	25.89
GROUP 3.....	\$ 27.59	25.89
GROUP 4.....	\$ 23.94	25.89

## POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; quad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-green loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

Backhoe hydraulic, 2 cu. yds. or under Without oiler - \$2.00  
 Certified Crane Operator - \$1.50;  
 Certified Hazardous Material Operator \$1.50;  
 Crane, climbing (such as Linden) - \$0.50;  
 Crane, pile driving and extracting - \$0.50;  
 Crane, with boom (including jib) over 100' from pin to pin  
 add \$0.01 per foot to maximum of \$4.00;  
 Crane, using rock socket tool - \$0.50;  
 Derrick, diesel, gas or electric, hoisting material and  
 erecting steel (150' or more above the ground) - \$0.50;  
 Dragline, 7 cu. yds, and over - \$0.50;  
 Hoist, three or more drums in use - \$0.50; Scoop, Tandem -  
 \$0.50;  
 Shovel, power - 7 cu. yds. or more - \$0.50;  
 Tractor, tandem crawler - \$0.50;  
 Tunnel, man assigned to work in tunnel or tunnel shaft -  
 \$0.50;  
 Wrecking, when machine is working on second floor or higher -  
 \$0.50;

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 ENGI0513-007 05/02/2017

ST. LOUIS CITY AND COUNTY

Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 32.66	25.95
GROUP 2.....	\$ 32.66	25.95
GROUP 3.....	\$ 31.36	25.95
GROUP 4.....	\$ 30.91	25.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; athey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills nd any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); mechanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size;

trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

#### HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

IRON0010-012 04/01/2017

## Ironworkers:

ANDREW, BARTON, BENTON,  
CAMDEN, CEDAR, CHARITON,  
CHRISTIAN, COOPER, DADE,  
DALLAS, DAVIESS, DE KALB,  
GENTRY, GREENE, GRUNDY,  
HARRISON, HICKORY, HOLT,  
HOWARD, LACLEDE, LINN,  
LIVINGSTON, MERCER,  
MONITEAU, MORGAN, NODAWAY,  
PETTIS, POLK, PUTNAM,  
RANDLOPH, ST. CLAIR,  
SULLIVAN, TANEY, VERNON,  
WEBSTER, WRIGHT and WORTH  
Counties and portions of  
ADAIR, BOONE, MACON,  
MILLER and RANDOLPH  
Counties.....\$ 29.65  
ATCHISON, BATES, BUCHANAN,  
CALDWELL, CARROLL, CASS,  
CLAY, CLINTON, HENRY,  
JACKSON, JOHNSON,

LAFAYETTE, PETTIS, PLATTE,  
SALINE, AND RAY COUNTIES....\$ 32.65 28.85

IRON0321-002 08/01/2012

DOUGLAS, HOWELL and OZARK COUNTIES

Rates	Fringes
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Ironworker.....\$ 18.40 14.68

IRON0396-004 08/02/2017

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON,  
FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE.  
GENEVIEVE, and REYNOLDS Counties; and portions of MADISON,  
PERRY, BOLLINGER, WAYNE, and CARTER Counties

Rates	Fringes
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Ironworker.....\$ 33.96 25.11

IRON0396-009 08/02/2017

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES,  
MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT  
Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL,  
LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

Rates	Fringes
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Ironworker.....\$ 29.49 25.11

IRON0577-005 08/01/2016

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS,  
SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

Rates	Fringes
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Ironworker.....\$ 25.81 21.29

IRON0584-004 06/01/2017

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

Rates	Fringes
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Ironworkers:.....\$ 24.00 14.81

IRON0782-003 05/01/2016

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD  
Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN,  
MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

Rates	Fringes
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Ironworkers:

Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.....\$ 31.63	24.27
All Other Work.....\$ 25.12	19.90

LAB00042-003 03/04/2016

ST. LOUIS (City and County)

Rates	Fringes
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Plumber Laborer.....\$ 31.12	14.47
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LAB00042-005 03/07/2018

ST. LOUIS (City and County)

Rates	Fringes
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LABORER

Dynamiter, Powderman.....\$ 32.32	15.32
Laborers, Flaggers.....\$ 32.32	15.32
Wrecking.....\$ 32.32	15.32

LAB00424-002 05/01/2016

Rates	Fringes
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LABORER

ADAIR, AUDRAIN, BOONE,  
 CALLAWAY, CHARITON, CLARK,  
 COLE, COOPER, HOWARD,  
 IRON, KNOX, LEWIS, LINN,  
 MACON, MADISON, MARION,  
 MILLER, MONITEAU, MONROE,  
 PERRY, PIKE, PUTNAM,  
 RALLS, RANDOLPH, REYNOLDS,  
 ST. FRANCOIS, STE.  
 GENEVIEVE, SCHUYLER,  
 SCOTLAND, SHELBY AND  
 SULLIVAN COUNTIES

GROUP 1.....\$ 27.96	13.17
GROUP 2.....\$ 27.96	13.17

BOLLINGER, BUTLER, CAPE  
 GIRARDEAU, CARTER,  
 CRAWFORD, DENT, DUNKLIN,  
 GASCONADE, HOWELL, MARIES,  
 MISSISSIPPI, NEW MADRID,  
 OREGON, OSAGE, PEMISCOT,  
 PHELPS, PULASKI, RIPLEY,  
 SCOTT, SHANNON, STODDARD,  
 TEXAS, WASHINGTON AND  
 WAYNE COUNTIES

GROUP 1.....\$ 27.96	13.17
GROUP 2.....\$ 27.96	13.17

FRANKLIN COUNTY

GROUP 1.....\$ 29.71	13.17
GROUP 2.....\$ 30.31	13.17

JEFFERSON COUNTY

GROUP 1.....\$ 29.76	13.17
GROUP 2.....\$ 30.36	13.17

LINCOLN, MONTGOMERY AND

WARREN COUNTIES

GROUP 1.....\$ 31.18	13.32
GROUP 2.....\$ 31.18	13.32

ST. CHARLES COUNTY

GROUP 1.....\$ 3.18	13.32
GROUP 2.....\$ 31.18	13.32

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working

with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cablee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulkers and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills; gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LAB00579-005 05/01/2017

Rates Fringes

LABORER (ANDREW, ATCHISON,  
BUCHANAN, CALDWELL, CLINTON,  
DAVIESS, DEKALB, GENTRY,  
GRUNDY, HARRISON, HOLT,  
LIVINGSTON, MERCER, NODAWAY  
and WORTH COUNTIES.)

GROUP 1.....	\$ 25.66	14.07
GROUP 2.....	\$ 26.01	14.07

LABORER (BARRY, BARTON,  
BATES, BENTON, CAMDEN,  
CARROLL, CEDAR, CHRISTIAN,  
DADE, DALLAS, DOUGLAS,  
GREENE, HENRY, HICKORY,  
JASPER, JOHNSON, LACLEDE,  
LAWRENCE, MCDONALD, MORGAN,  
NEWTON, OZARK, PETTIS, POLK,  
ST.CLAIR, SALINE, STONE,  
TANEY, VERNON, WEBSTER and  
WRIGHT COUNTIES)

GROUP 1.....	\$ 24.66	13.27
GROUP 2.....	\$ 25.21	13.27

LABORER (LAFAYETTE COUNTY)

GROUP 1.....	\$ 26.21	13.52
GROUP 2.....	\$ 26.56	13.52

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man;

chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulkers; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlelemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

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LAB00663-002 04/01/2017

#### CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates	Fringes
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#### LABORER

GROUP 1.....	\$ 29.58	15.23
GROUP 2.....	\$ 30.79	15.23

#### LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topers of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulkers and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper,

jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

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PAIN0002-002 09/01/2007

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES

Rates	Fringes
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Painters:

Brush and Roller; Taper.....\$ 28.61	10.24
High work over 60 feet.....\$ 29.11	10.24
Lead Abatement.....\$ 29.36	10.24
Pressure Roller; High work under 60 ft.....\$ 28.86	10.24
Spray & Abrasive Blasting;	
Water Blasting (Over 5000 PSI).....\$ 30.61	10.24
Taper (Ames Tools & Bazooka).....\$ 30.21	10.24

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PAIN0002-006 04/01/2017

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE, HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and the City of Booneville.

Rates	Fringes
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Painters:

Bridges, Dams, Locks or Powerhouses.....\$ 25.69	12.13
Brush and Roll; Taping, Paperhanging.....\$ 23.69	12.13
Epoxy or Any Two Part Coating; Sandblasting;	
Stage or other Aerial Work - Platforms over 50 feet	
high; Lead Abatement.....\$ 24.69	12.13
Spray; Structural Steel (over 50 feet).....\$ 24.44	12.13
Tapers using Ames or Comparable Tools.....\$ 24.19	12.13

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PAIN0003-004 04/01/2017

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES

Rates	Fringes
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Painters:

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....\$ 31.96	16.96
Brush & Roller.....\$ 29.34	16.96
Drywall.....\$ 30.34	16.96
Paper Hanger.....\$ 29.84	16.96
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...\$ 30.96	16.96

Steeplejack.....\$ 35.53	16.96
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PAIN0003-011 04/01/2011

BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY,  
HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS &  
SALINE COUNTIES

Rates	Fringes
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Painters:

Bridgeman; Lead Abatement;	
Sandblast; Storage Bin &	
Tanks.....\$ 24.06	14.04
Brush & Roller.....\$ 22.67	14.04
Drywall.....\$ 22.84	14.04
Paper Hanger.....\$ 23.07	14.04
Stageman; Beltman;	
Steelman; Elevator Shaft;	
Bazooka, Boxes and Power	
Sander; Sprayman; Dipping...\$ 23.56	14.04
Steeplejack.....\$ 26.82	14.04

PAIN0203-001 04/01/2012

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,  
HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK,  
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT  
COUNTIES

Rates	Fringes
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Painters:

Finisher.....\$ 20.18	11.33
Painter.....\$ 19.75	11.76
Sandblaster, High Man,	
Spray Man, Vinyl Hanger,	
Tool Operator.....\$ 21.18	11.33

PAIN1265-003 07/01/2013

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS,  
PULASKI AND TEXAS COUNTIES

Rates	Fringes
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Painters:

Brush and Roller.....\$ 25.64	13.27
Floor Work.....\$ 26.14	13.27
Lead Abatement.....\$ 27.89	13.27
Spray.....\$ 27.14	13.27
Structural Steel,	
Sandblasting and All Tank	
Work.....\$ 26.89	13.27
Taping, Paperhanging.....\$ 26.64	13.27

PAIN1292-002 09/01/2016

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,  
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,  
RIPPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

Rates	Fringes
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Painters:

Bridges, Stacks & Tanks.....\$ 30.85	11.64
Brush & Roller.....\$ 25.35	11.64
Spray & Abrasive Blasting;	
Waterblasting (over 5000	
PSI).....\$ 28.95	11.64

Height Rates (All Areas):

Over 60 ft. \$0.50 per hour.  
 Under 60 ft. \$0.25 per hour.

PAIN1292-003 09/01/2017

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON COUNTIES

Rates Fringes

Painters:

Bridges, Stacks & Tanks.....\$ 31.05	12.74
Brush & Roller.....\$ 25.70	12.74
Spray & Abrasive Blasting;	
Waterblasting (Over 5000 PSI).....\$ 28.70	12.74

Height Rates (All Areas):

Over 60 ft. \$0.50 per hour  
 Under 60 ft. \$0.25 per hour.

PAIN2012-001 04/01/2017

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY & WORTH COUNTIES

Rates Fringes

Painters:

Brush & Roller.....\$ 30.46	16.96
Sandblaster.....\$ 31.96	16.96
Steeplejack.....\$ 35.53	16.96

\* PLAS0518-006 03/01/2018

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 24.24 11.05

\* PLAS0518-007 04/01/2018

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates Fringes

Cement Masons:.....\$ 31.83 17.39

\* PLAS0518-011 04/01/2018

ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY, HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY & WORTH COUNTIES

Rates Fringes

CEMENT MASON/CONCRETE FINISHER...\$ 31.71 19.62

PLAS0527-001 04/01/2017

Rates Fringes

CEMENT MASON  
 FRANKLIN, LINCOLN AND  
 WARREN COUNTIES.....\$ 30.74

18.07

JEFFERSON, ST. CHARLES  
COUNTIES AND ST.LOUIS  
(City and County).....\$ 31.91 18.07

PLAS0527-004 06/01/2017

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI,  
RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS,  
WASHINGTON COUNTIES

Rates Fringes

CEMENT MASON.....\$ 28.10 18.07

PLAS0908-001 05/01/2017

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL,  
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY,  
SCOTT, STODDARD, AND WAYNE COUNTIES

Rates Fringes

CEMENT MASON.....\$ 27.60 15.73

PLAS0908-005 05/01/2017

BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS,  
GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER,  
MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

Rates Fringes

CEMENT MASON.....\$ 27.60 15.73

PLUM0008-003 06/01/2017

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

Rates Fringes

Plumbers.....\$ 43.80 21.14

PLUM0008-017 06/01/2017

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY,  
ST. CLAIR, SALINE AND VERNON COUNTIES

Rates Fringes

Plumbers.....\$ 43.80 21.14

PLUM0045-003 09/01/2017

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB,  
GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

Rates Fringes

Plumbers and Pipefitters.....\$ 35.55 22.25

PLUM0178-003 11/01/2017

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,  
HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND  
WRIGHT COUNTIES

Rates Fringes

Plumbers and Pipefitters.....\$ 30.10 15.12

PLUM0178-006 11/01/2017

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

Rates Fringes

## Plumbers and Pipefitters

Projects \$750,000 & under....\$ 27.13	15.12
Projects over \$750,000.....\$ 30.10	15.12

PLUM0533-004 06/01/2017

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES

Rates Fringes

Pipefitters.....\$ 44.48	21.15
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PLUM0562-004 07/01/2017

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAMDEN, CAPE GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON, MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE. GENEVIEVE, ST. LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES.

Rates Fringes

## Plumbers and Pipefitters

Mechanical Contracts including all piping and temperature control work \$7.0 million & under.....\$ 37.91	21.69
Mechanical Contracts including all piping and temperature control work over \$7.0 million.....\$ 39.25	27.18

PLUM0562-016 07/01/2017

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City and County), WARREN and WASHINGTON COUNTIES

Rates Fringes

## Plumbers

Mechanical Contracts including all piping and temperature control work \$7.0 million & under.....\$ 37.91	21.69
Mechanical Contracts including all piping and temperature control work over \$7.0 million.....\$ 39.25	27.18

TEAM0013-001 05/01/2017

Rates Fringes

Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)

GROUP 1.....\$ 28.54	12.00
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GROUP 2.....\$ 28.44	12.00
GROUP 3.....\$ 28.69	12.00
GROUP 4.....\$ 28.81	12.00

Truck drivers (AUDRAIN,  
BOLLINGER, BOONE, CALLAWAY,  
CAPE GIRARDEAU, CARTER, COLE,  
CRAWFORD, DENT, GASCONADE,  
IRON, MACON, MADISON, MARIES,  
MARION, MILLER, MISSISSIPPI,  
MONROE, MONTGOMERY, NEW  
MADRID, OSAGE, PEMISCOT,  
PERRY, PHELPS, PIKE, PULASKI,  
RALLS, REYNOLDS, ST.  
FRANCOIS, STE. GENEVIEVE,  
SCOTT, SHANNON, SHELBY,  
STODDARD, TEXAS, WASHINGTON  
AND WAYNE COUNTIES)

GROUP 1.....\$ 29.14	12.85
GROUP 2.....\$ 29.04	12.85
GROUP 3.....\$ 29.29	12.85
GROUP 4.....\$ 29.41	12.85

Truck drivers (FRANKLIN,  
JEFFERSON and ST. CHARLES  
COUNTIES)

GROUP 1.....\$ 31.63	12.00
GROUP 2.....\$ 31.74	12.00
GROUP 3.....\$ 31.74	12.00
GROUP 4.....\$ 31.85	12.00

Truck drivers (LINCOLN and  
WARREN COUNTIES)

GROUP 1.....\$ 30.28	12.00
GROUP 2.....\$ 30.39	12.00
GROUP 3.....\$ 31.43	12.00
GROUP 4.....\$ 30.50	12.00

#### TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons;  
Pickup Trucks; Material Trucks, Single Axle; Tank Wagon,  
Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump  
Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem  
Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel  
Trucks; Distributor Drivers and Operators; Tank Wagon,  
Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks,  
Speedace, Euclids and other similar equipment; A-Frame and  
Derrick Trucks; Float or Low Boy

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TEAM0056-001 05/01/2017

Rates	Fringes
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Truck drivers (ANDREW,  
BARTON, BATES, BENTON,  
CALDWELL, CAMDEN, CARROLL,  
CEDAR, CHARITON, CHRISTIAN,  
CLINTON, COOPER, DADE,  
DALLAS, DAVIESS, DEKALB,  
DOUGLAS, GREENE, HENRY,  
HICKORY, HOWARD, JASPER,  
LACLEDE, LAWRENCE, LINN,  
LIVINGSTON, MONITEAU, MORGAN,  
NEWTON, PETTIS, POLK,  
RANDOLPH, ST. CLAIR, SALINE,  
VERNON, WEBSTER AND WRIGHT  
COUNTIES)

GROUP 1.....\$ 29.57	12.85
GROUP 2.....\$ 29.73	12.85
GROUP 3.....\$ 29.72	12.85
GROUP 4.....\$ 29.84	12.85

Truck drivers: (ATCHISON,  
BARRY, GENTRY, GRUNDY,  
HARRISON, HOLT, MCDONALD,  
MERCER, NODAWAY, OZARK,  
STONE, SULLIVAN, TANEY AND  
WORTH COUNTIES)

GROUP 1.....	\$ 28.84	12.85
GROUP 2.....	\$ 29.00	12.85
GROUP 3.....	\$ 28.99	12.85
GROUP 4.....	\$ 29.11	12.85

Truck drivers; (BUCHANAN,  
JOHNSON AND LAFAYETTE  
COUNTIES)

GROUP 1.....	\$ 30.78	12.85
GROUP 2.....	\$ 30.89	12.85
GROUP 3.....	\$ 30.93	12.85
GROUP 4.....	\$ 31.00	12.85

#### TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

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TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

Rates	Fringes
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Truck drivers:

Traffic Control Service		
Driver.....	\$ 20.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

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\* TEAM0541-001 04/01/2018

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 32.66	15.25
GROUP 2.....	\$ 32.09	15.25
GROUP 3.....	\$ 31.57	15.25

#### TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom truck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork

trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

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TEAM0682-002 05/01/2017

ST LOUIS CITY AND COUNTY

Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 33.30	13.79+a+b+c+d
GROUP 2.....	\$ 33.50	13.79+a+b+c+d
GROUP 3.....	\$ 33.60	13.79+a+b+c+d

a. PENSION: 5/1/2012 - \$182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the

Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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#### WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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# Missouri

# Division of Labor Standards

## WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

## Annual Wage Order No. 24

### 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

Tammy Cavender  
Acting Department Director  
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2017

Last Date Objections May Be Filed: April 10, 2017

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for  
JEFFERSON County

## REPLACEMENT PAGE

## Section 050

OCCUPATIONAL TITLE	** Date of Increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator			\$38.42	55	60	\$22.40
Boilermaker			\$35.41	126	7	\$30.38
Bricklayer and Stone Mason	6/17		\$33.00	72	5	\$22.56
Carpenter	6/17	e	\$37.35	77	41	\$17.05
Cement Mason	6/17		\$31.91	80	6	\$18.45
Communication Technician			\$32.22	44	47	\$9.53 + 32.75%
Electrician (Inside Wireman)			\$35.70	82	71	\$10.84 + 38.5%
Electrician (Outside-Line Construction\Lineman)			\$43.50	43	45	\$5.50 + 36%
Lineman Operator			\$37.48	43	45	\$5.50 + 36%
Groundman			\$28.86	43	45	\$5.50 + 36%
Elevator Constructor		a	\$46.04	26	54	\$31.645
Glazier			\$33.40	87	31	\$24.80
Ironworker			\$33.43	11	8	\$24.775
勞工 (Building):						
General		b	\$27.36	73	7	\$13.12
First Semi-Skilled		d	\$27.36	73	7	\$13.12
Second Semi-Skilled		c	\$27.36	73	7	\$13.12
Lather				USE CARPENTER RATE		
Linoleum Layer and Cutter			\$31.83	92	26	\$16.00
Marble Mason			\$31.83	76	51	\$14.62
Marble Finisher			\$26.42	76	51	\$13.95
Millwright	6/17		\$37.35	77	41	\$17.05
Operating Engineer						
Group I	6/17		\$32.66	3	66	\$26.14
Group II	6/17		\$32.66	3	66	\$26.14
Group III	6/17		\$30.76	3	66	\$26.14
Group III-A	6/17		\$32.66	3	66	\$26.14
Group IV	6/17		\$27.30	3	66	\$26.14
Group V	6/17		\$27.30	3	66	\$26.14
Painter			\$32.50	104	12	\$14.06
Pile Driver				USE CARPENTER RATE		
Pipe Fitter			\$38.00	91	69	\$26.93
Plasterer			\$31.56	67	3	\$17.98
Plumber			\$38.00	91	69	\$26.93
Roofer \ Waterproofer	6/17		\$32.00	15	73	\$17.57
Sheet Metal Worker			\$40.89	32	25	\$21.96
Sprinkler Fitter - Fire Protection	6/17		\$42.31	66	18	\$22.77
Terrazzo Worker			\$32.30	116	5	\$13.79
Terrazzo Finisher			\$30.54	116	5	\$12.26
Tile Setter			\$31.83	76	51	\$14.62
Tile Finisher			\$26.42	76	51	\$13.95
Traffic Control Service Driver			\$28.775	22	55	\$9.045
Truck Driver-Teamster			\$30.41	35	36	\$10.82

Fringe Benefit Percentage is of the Basic Hourly Rate

\*\*Annual Incremental Increase

## Building Construction Rates for JEFFERSON County Footnotes

## REPLACEMENT PAGE

## Section 050

\* Welders receive rate prescribed for the occupational title performing operation to which welding is incidental.

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

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).

- a - Vacation: Employees over 5 years - 8%; Employees under 5 years - 6%
- b - Projects over \$1 Million - \$27.36; Projects under \$1 Million - \$25.21
- c - Projects over \$1 Million - \$27.36.; Projects under \$1 Million - \$25.21
- d - Projects over \$1 Million - \$27.36; Projects under \$1 Million - \$25.21
- \*\*e - Projects over \$1 Million - \$37.35; Projects under \$1 Million - \$32.26

## **JEFFERSON COUNTY BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 1/2) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 3:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the straight time rate. The regular workday shall begin between the hours of 6:00 a.m. and 9:00 a.m. The Employer may have the option to schedule the work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be paid at the applicable overtime rate. If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather, holiday or other conditions beyond the control of the Employer, they shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours for the workweek. All overtime work performed on Monday through Saturday shall be paid at time and one-half (1 1/2) the hourly rate plus an amount equal to one-half (1/2) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**NO. 11:** Means eight (8) hours shall constitute a day's work, with the starting time to be established between 6:00 a.m. and 8:00 a.m. from Monday to Friday. Time and one-half (1 1/2) shall be paid for first two (2) hours of overtime Monday through Friday and the first eight (8) hours on Saturday. All other overtime hours Monday through Saturday shall be paid at double (2) time rate. Double (2) time shall be paid for all time on Sunday and recognized holidays or the days observed in lieu of these holidays.

**NO. 15:** Means the regular working day shall be scheduled to consist of at least eight (8) hours, but no more than ten (10) consecutive hours, exclusive of the lunch period. The regular working day may be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. All work performed in excess of forty (40) hours in one work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1 1/2) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1 1/2) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday Make-Up Day. Any work performed by Employees anywhere on Sunday or recognized holidays, shall be paid for at the rate of double (2) time the regular wage scale. If, during the course of a work week, an Employee is unable to work for any reason, and, as a result, that Employee has not accumulated forty (40) hours of compensable time at the straight time rate, the Employer, at his option may offer the Employee the opportunity to work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1 1/2) times the regular hourly wage scale.

**NO. 22:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**JEFFERSON COUNTY**  
**BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 26:** Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

**NO. 32:** The regular working day shall consist of eight (8) hours of labor on the job between six (6) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour day's of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 40 hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed during regular work hours on Saturdays will be paid at time and one-half (1 1/2). All work performed outside of regular working hours and performed during the regular work week, shall be at double (2) times the regular rate, except that the first two (2) hours following the regular work day shall be paid at one and one-half (1 1/2) times the regular rate. An early starting time of 6:00 a.m. may be used mutually agreed upon by the interested parties. SHIFT RATE: Shift work would start after 4:00 p.m. to 6:00 a.m. The first 8 hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 1/2 of base shift rate. Saturday regular work day hours – 1 1/2 of base shift rate. Saturday – work after 8 hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

**NO. 35:** Means a regular work week of forty (40) hours, will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 43:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1 1/2) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1 1/2) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed outside the regularly scheduled working hours and on Saturdays, Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**NO. 44:** Means forty (40) hours shall constitute a work week, Monday through Friday. Eight (8) hours shall constitute a work day. Hours of work shall be between the hours of 7:00 a.m. and 4:30 p.m. All work performed before 7:00 a.m. and after 4:30 p.m. and all work performed in excess of eight (8) hours in any one work day, over forty (40) hours in any work week and the first eight (8) hours of work on Saturday, shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay. All hours worked in excess of eight (8) hours on Saturday, all hours worked on Sunday and on holidays, or days that may be celebrated as such, and as designated by the federal government, shall be paid at two (2) times the regular rate of pay. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall receive eight (8) hours pay at the regular hourly rate of pay plus two dollars (\$2.00) per clock hour. All work performed between the hours of 12:30 a.m. and 9:00 a.m. on a third shift shall receive eight (8) hours pay at the regular hourly rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1 1/2 x) the "shift" hourly rate.

**JEFFERSON COUNTY**  
**BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 55:** Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

**NO. 66:** Means eight (8) hours shall constitute a day's work beginning at 7:00 a.m. (or 8:00) A.M. and ending at 3:30 (or 4:30) P.M. The work week shall be forty (40) hours beginning Monday at 7:00 a.m. (or 8:00) A.M. And ending Friday at 3:30 (or 4:30) P.M. The Employer at his option may use a flexible starting time between the hours of 6:00 a.m. and 8:00 a.m. All overtime, that is worked outside of the above established working hours of Monday through Friday, shall be paid at double (2) time, including Saturdays, Sundays and Holidays.

**NO. 67:** Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

**NO. 72:** Means that except as is otherwise provided herein, the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate. In the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight (8) and do not extend beyond 4:30 p.m. In circumstances where the Employee or Employees have regularly been working overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay, which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than with (8) hours on a particular day. Regardless of the starting time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the starting time fixed by the Employer for forenoon hours. Work performed by an employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half (1½) times their regular hourly wage rate for each hour or fraction thereof, worked during such time. Work performed on a Sunday or the recognized holidays shall be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

**JEFFERSON COUNTY**  
**BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 73:** Means eight (8) hours shall constitute a day's work to begin at 8:00 a.m. and end at 4:30 p.m. The starting time may be advanced one (1) or two (2) hours. Employees shall receive time and one-half (1½) for all time they are required to work before 8:00 a.m., during the lunch period or after 4:30 p.m. unless the starting time is advanced as provided above. Forty (40) hours shall constitute a week's work, Monday through Friday, or any part thereof by reason of inclement weather (rain or mud), Saturday or any part thereof may be worked as a make-up day at the straight time rate. The Employer shall have the option of working five (5) eight (8) hour day's or four (4) ten (10) hour day's Monday through Friday. If an Employer elects to work five (5) eight (8) hour days during any work week, hours worked more than eight (8) per day or forty (40) per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an employer elects to work four (4) ten (10) hour days in any week, work performed more than ten (10) hours per day or forty (40) hours per week shall be paid at time and one-half (1½) the hourly rate Monday through Friday. If an Employer is working ten (10) hour days and loses a day due to inclement weather, he may work ten (10) hours Friday at straight time. All time over the regular workday as defined and all hours worked on Saturday shall be paid at the rate of one and one-half (1½) the regular rate of wages. If workmen are required to work recognized holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work. If a laborer is assisting another craft on a make-up day and the other craft is receiving overtime pay the laborer shall receive the same overtime multiple as the craft assisted. No overtime rates shall be broken down into less than thirty (30) minute units of time. Projects that cannot be performed during regular workday: Building construction work, if required by the owner, the contractor may perform work outside the normal hours and employees shall be paid applicable straight time hourly wage rate plus a premium of \$1.50 per hour for the first eight hours worked. Any hours worked in excess of eight hours shall be paid at the applicable overtime rate plus \$1.50 per hour premium. Shift work: The Employer may elect to work, one, two or three shifts on any work. When two or more shifts are worked on any operation, the first shift or day shift shall consist of eight (8) hours exclusive of lunch time; the second or swing shift consist of eight (8) hours' work for eight and one-half hours pay, exclusive of lunch time; the third or graveyard shift shall consist of eight (8) hours' work for nine (9) hours' pay exclusive of lunch time. The swing shift shall be paid twenty-five cents (\$.25) per hour above the regular rate of pay. The graveyard shift shall be paid fifty cents (\$.50) per hour above the regular rate of pay. Multiple shift (second or third shift) operation will not be construed on the entire project if at any time it is deemed advisable and necessary for the employer to a specific operation. However, no shift shall be started between midnight and 6:00 a.m. except the graveyard shift on a three (3) shift operation, or except in unusual or emergency, regardless if the project is working one (1) or two (2) shift. Shifts shall be established for a minimum of three (3) consecutive workdays. When 2-10 or 12 hour shifts are worked, the second shift shall receive \$.50 per hour above regular rate of pay. When the employer elects to work 2-10 or 12 hour shifts, the first 8 hours shall be at straight time rates. The remaining 2 or 4 hours shall be at the overtime rate of time and one-half.

**NO. 76:** Means the standard workday shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. with a thirty (30) minute unpaid lunch hour occurring in the middle of the shift. The standard workweek shall consist of five standard workdays commencing on Monday and ending on Friday. The normal starting and quitting times may be changed by mutual consent of interested parties. All time worked before and after the established eight (8) hour workday, Monday through Friday, and all time worked on Saturday, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sunday and holidays shall be paid at the rate of double (2) the hourly wage in effect. All work done on Saturday will be done at time & one-half (1½), unless Saturday shall be used as a make-up day. If an employee should lose one or more days in a work week and use Saturday as a make-up day the pay shall be at the regular hourly base wage rate and benefits.

**NO. 77:** Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty (30) minute lunch period, with pay at the regular straight time hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 8:00 a.m. with the starting time to be determined by the Employer, unless project owner requires different starting time. This adjustable starting time can, at the Employer's option, be staggered to permit starting portions of the work force at various times within the prescribed hours. The Employer may establish a four (4) ten (10) hour shift exclusive of the thirty (30) minute lunch period at the straight time wage rate. Forty (40) hours per week shall constitute a week's work Monday through Thursday. In the event a job is down due to weather conditions, safety or other conditions beyond the control of the Employer, then Friday may, at the option of the employer, be worked as a make-up day at the straight time wage rate. Straight time is not to exceed ten (10) hours a day or forty (40) hours per week. Time and one-half (1 ½ ) shall be paid for all overtime hours worked during the week, Monday through Friday and for all work performed on Saturday. Double (2) time shall be paid for all time worked on Sunday and recognized holidays.

**JEFFERSON COUNTY**  
**BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 80:** Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

**NO. 82:** Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday, inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m., Monday through Friday), shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars (\$2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

**NO. 87:** Means eight (8) hours starting between 6:00 a.m. and 8:00 a.m. and ending between 2:30 p.m. and 4:30 p.m. at the Employers discretion shall constitute a day's work. Any work prior to 6:00 a.m. or after eight (8) hours shall be paid at the overtime rate. Five (5) days from Monday through Friday inclusive shall constitute a regular work week. All hours before and after these regular hours shall be considered overtime and shall be paid for at the rate of double (2) time. All work on Saturday and Sunday shall be paid at double (2) the prevailing scale of wages.

**NO. 91:** Means eight (8) hours shall constitute a day's work commencing at 7:00 a.m. and ending at 3:30 p.m., allowing one-half (½) hour for lunch. The option exists for the Employer to use a flexible starting time between the hours of 6:00 a.m. and 9:00 a.m. The regular workweek shall consist of forty (40) hours of five (5) workdays, Monday through Friday. The workweek may consist of four (4) ten (10) hour days from Monday through Thursday, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double (2) time rate. The employees shall be paid time and one-half (1½) for work performed on Saturdays, before the regular starting time or after the regular quitting time or over eight (8) hours per work day (unless working a 10-hour work day, then time and one-half (1½) is paid for work performed over ten (10) hours a day) or over forty (40) hours per work week. Work performed on Sundays and recognized holidays shall be paid at the double (2) time rate of pay. SHIFT WORK: When it is necessary for the project to operate in shifts, there will be three (3) eight (8) hour shifts commencing at 8:00 a.m. Shift work must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or holiday shall be considered as part of the previous workday and employees shall be paid at the regular shift rate. The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.50 per hour premium for eight (8) hours work. Third shift will be for eight (8) hours regular time pay plus \$3.00 per hour premium for eight (8) hours work.

**NO. 92:** Means all work performed from 8:00 a.m. to 4:30 p.m., Monday through Friday, will be at straight time pay up to forty (40) hours per week. All work performed Monday through Friday before 8:00 a.m. and after 4:30 p.m. will be done at time and one-half (1½). All work done on Saturday will be done at time and one-half (1½), unless the employer and employee agree that Saturday shall be used as a make-up day. The Employer may use a flexible starting time of 7:00 a.m. to 8:00 a.m., and quitting time of 3:30 p.m. to 4:30 p.m., and any such different work starting time shall determine whether wages are payable at the straight rate or the premium rate. All work performed on Saturday shall be paid for at time and one-half (1½), unless the Saturday has been used as a make-up day. All work performed on Sunday and holidays shall be paid for at the rate of double (2) time.

**JEFFERSON COUNTY**  
**BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

**NO. 104:** Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

**NO. 116:** Means the standard work day shall consist of eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. The standard work week shall consist of five standard work days commencing on Monday and ending on Friday inclusive. All time worked before and after the established eight (8) hour work day, Monday through Friday, and all time worked on Saturdays, shall be paid for at the rate of time & one-half (1½) the hourly base wage rate in effect. All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect.

**NO. 126:** Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$29.14 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**JEFFERSON COUNTY**  
**HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 3:** All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

**NO. 5:** All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

**NO. 6:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

**NO. 7:** The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for these eight (8) hours is to be paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

**NO. 8:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day, or the days observed in lieu of these holidays, shall be paid at the double time rate of pay.

**NO. 12:** All work done on New Year's Day, Decoration Day, Independence Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. Should any of these days fall on Sunday, then the following day shall be observed as the holiday. Under no circumstances shall employees be permitted to work on Labor Day.

**NO. 18:** All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving and Christmas Day shall be paid at the double time rate of pay. When one of the above holidays falls on Sunday, the following Monday shall be considered the holiday, and when one of the above holidays falls on Saturday, the preceding Friday shall be considered the holiday, and all work performed on said day(s) shall be paid at the double time rate.

**NO. 25:** All work done on New Year's Day, Martin Luther King Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, Christmas Day, Presidential Election Day, or days locally observed as such, and Saturday and Sunday shall be recognized as holidays and shall be paid at the double (2) time rate of pay. If a named holiday falls on a Saturday, the holiday will be observed on the preceding Friday. When a named holiday falls on Sunday, the Monday after will be observed as the holiday. Appropriate overtime rates to be based on fifteen minute increments.

**NO. 26:** All work done on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. When a Holiday occurs on Saturday it shall not be observed on either the previous Friday or the following Monday. Such days shall be regular work days. If such a holiday occurs on Sunday it shall be observed on the following Monday.

**NO. 31:** All work done on New Year's Day, Presidents Day, Good Friday, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Friday after Thanksgiving Day, Christmas Day, and Employee's Birthday shall be paid at the double time rate of pay. If a holiday falls on Sunday, the following Monday will be observed as the recognized holiday. If a holiday falls on Saturday, the preceding Friday will be observed as the recognized holiday.

**JEFFERSON COUNTY**  
**HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 36:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 41:** The following days shall be observed as legal holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. No work shall be performed on the Fourth of July, Labor Day or Christmas Day. Any work performed on the above holidays shall be paid for at two (2) times the regular straight time rate of pay. When any of the above holidays fall on Sunday, the following Monday shall be observed as such holiday. If a holiday falls on Saturday, it shall not be considered to be observed on the previous Friday or following Monday. Such days shall be regular workdays.

**NO. 45:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving, the day before Christmas, and Christmas Day, shall be paid at the double time rate of pay.

**NO. 47:** The following holidays are recognized: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas Day. When a holiday listed above falls on Saturday, it shall be celebrated on the Friday preceding the holiday. When a holiday falls on Sunday, the following Monday shall be observed. Holidays referred to above shall be paid for at the double (2) time rate of pay when worked.

**NO. 51:** All time worked on Sundays and recognized holidays shall be paid for at the rate of double (2) the hourly base wage rate in effect. The Employer agrees to recognize the following holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day. If the holiday falls on Sunday, it shall be recognized on the following Monday. If the holiday falls on a Saturday, it shall be recognized as a Saturday only holiday.

**NO. 54:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

**NO. 55:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 60:** All work performed on New Year's Day, Armistice Day (Veteran's Day), Decoration Day (Memorial Day), Independence Day (Fourth of July), Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Saturday, Friday will be observed as the holiday. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

**JEFFERSON COUNTY**  
**HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

**NO. 66:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 69:** All work performed on New Year's Day, Memorial Day, July Fourth, Labor Day, Veteran's Day, Thanksgiving Day or Christmas Day shall be compensated at double (2) their straight-time hourly rate of pay. Friday after Thanksgiving and the day before Christmas are also holidays, however, if the employer chooses to work the normal work hours on these days, the employee will be paid at straight -time rate of pay. If a holiday falls on a Saturday, the holiday will be observed on Saturday; if a holiday falls on a Sunday, the holiday will be observed on the following Monday.

**NO. 71:** All work performed on the following recognized holidays, or days that may be celebrated as such, shall be paid at the double (2) time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving and Christmas Day. If a holiday falls on Sunday, it shall be celebrated on Monday. If a holiday falls on Saturday, it shall be celebrated on the Friday proceeding such Saturday.

**NO. 73:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day (or mutually agreed date of the Friday after Thanksgiving Day may be substituted for Veteran's Day), Thanksgiving Day and Christmas Day, or in the event that any of said Holidays falls on Sunday, then the day or days generally recognized as such. Any work performed anywhere on any of the aforesaid Holidays, or on the day or days recognized and observed as such, shall be paid for at double (2) time the regular hourly rate.

Heavy Construction Rates for  
JEFFERSON County

## REPLACEMENT PAGE

## Section 050

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter	6/17	\$36.51	23	16	\$16.85
Cement Mason		\$31.16	17	11	\$17.95
Electrician (Outside-Line Construction\Lineman)		\$43.50	9	12	\$5.50 + 36%
Lineman Operator		\$37.48	9	12	\$5.50 + 36%
Lineman - Tree Trimmer		\$25.62	32	31	\$10.20 + 3%
Groundman		\$28.86	9	12	\$5.50 + 36%
Groundman - Tree Trimmer		\$20.30	32	31	\$7.57 + 3%
Laborer					
General Laborer	6/17	\$30.41	2	4	\$13.52
Skilled Laborer	6/17	\$31.01	2	4	\$13.52
Millwright	6/17	\$36.51	23	16	\$16.85
Operating Engineer					
Group I	6/17	\$32.66	10	9	\$26.14
Group II	6/17	\$32.66	10	9	\$26.14
Group III	6/17	\$31.36	10	9	\$26.14
Group IV	6/17	\$27.90	10	9	\$26.14
Oiler-Driver	6/17	\$28.36	10	9	\$26.14
Pile Driver	6/17	\$36.51	23	16	\$16.85
Traffic Control Service Driver		\$28.775	26	25	\$9.045
Truck Driver-Teamster		\$30.41	25	21	\$10.82

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.

**REPLACEMENT PAGE**  
**JEFFERSON COUNTY**  
**OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**FED:** Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

**NO. 2:** Means a regular workweek shall be forty (40) hours and will start on Monday and end on Friday. The Employer shall have the option of working five 8-hour days or four 10-hour days Monday through Friday. If an Employer elects to work five 8-hour days during any workweek, hours worked more than eight (8) per day or 40 per week shall be paid at time and one-half the hourly rate Monday through Friday. If an Employer elects to work four 10-hour days in a week, work performed more than ten (10) hours per day or 40 hours per week shall be paid at time and one-half the hourly rate Monday through Friday. When working a five 8-hour day schedule and an Employer is prevented from working forty (40) hours Monday through Friday, or any part thereof, by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. If an Employer is working a four 10-hour day schedule and loses a day due to inclement weather, he may work 10 hours Friday at straight time. All hours worked over the 40 hours Monday through Friday will be paid at 1 ½ overtime rate. A workday shift is to begin at the option of the Employer, between 6:00 a.m. and not later than 9:00 a.m. However, the project starting time may be advanced or delayed if required. If workmen are required to work the enumerated holidays or days observed as such or Sundays, they shall receive double (2) the regular rate of pay for such work. Overtime shall be computed at one-half (1/2) hour intervals. Shift: The Contractor may elect to work one, two or three shifts on any work. When operating on more than one shift, the shifts shall be known as the day shift, swing shift, and graveyard shift as such terms are recognized in the industry. When two shifts are worked on any operation, the shifts will consist of eight (8) or ten (10) hours exclusive of lunchtime. When three shifts are worked the first day or day shift will consist of eight (8) hours exclusive of lunchtime. The second or swing shift shall consist of seven and one-half (7 1/2) hours work for eight hours pay, exclusive of lunchtime, and the third or the graveyard shift shall consist of seven (7) hours work for eight (8) hours pay, exclusive of the lunchtime. All time in excess of normal shifts shall be considered overtime. Multiple shift (the two or three shift) operation will not be construed on the entire project if at anytime it is deemed advisable and necessary for the Employer to multiple shift a specific operation. However, no shift shall be started between midnight and six a.m. except the graveyard shift on a three-shift operation, or except in an unusual or emergency situation. If an Employer starts a shift between midnight and 6 a.m. except the graveyard shift on a three-shift operation, he shall reimburse all employees for the entire shift at the double time rate. Completion of the second shift on a two-shift operation or completion of the graveyard shift on a three-shift operation that carries over into Saturday morning, shall be at the straight time rate. Overtime shall be computed at ½ hour intervals.

**NO. 9:** Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

**REPLACEMENT PAGE**  
**JEFFERSON COUNTY**  
**OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**NO. 10:** Means the regular workday for which employees shall be compensated at straight time hourly rate of pay shall, unless otherwise provided for, begin at 8:00 a.m. and end at 4:30 p.m. The regular workweek shall consist of five (5) days, Monday through Friday, beginning at 8:00 a.m. and ending at 4:30 p.m. except as may be modified. The starting time may be either advanced or delayed one hour or two hours at the discretion of the Employer. The Employer may have the option to schedule his work week from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate. If the Employer elects to work Monday through Thursday and is stopped due to inclement weather, holidays or other conditions beyond the control of the Employer, he shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hour workweek. All necessary overtime and work performed on Saturday, shall be paid at time and one-half (1½) the hourly rate, plus an amount equal to one-half (½) of the hourly Total Indicated Fringe Benefits. All work performed on Sundays and recognized holidays shall be paid at double (2) the hourly rate, plus an amount equal to the hourly Total Indicated Fringe Benefits. Shifts may be established when considered necessary by the Employer. Shift hours and rates will be as follows. If shifts are established, work on the First Shift will begin between 6:00 a.m. and 9:00 a.m. and consist of eight (8) hours of work plus one-half hour unpaid lunch. Hours worked during the first shift will be paid at the straight time rate of pay. The second shift shall start eight hours after the start of the first shift and consist of eight (8) hours of work plus one-half hour unpaid lunch. Work on the second shift will begin between 2:00 p.m. and 5:00 p.m. and be paid the straight time rate plus \$2.50 per hour. The third shift shall start eight hours after the start of the second shift and consist of eight (8) hours plus one-half hour unpaid lunch. Work on the third shift will begin between 10:00 p.m. and 1:00 a.m. and be paid the straight time rate plus \$3.50 per hour. The additional amounts that are to be paid are only applicable when working shifts. Shifts that begin on Saturday morning through those shifts which end on Sunday morning will be paid at time and one-half these rates. Shifts that begin on Sunday morning through those shifts which end on Monday morning will be paid at double time these rates.

**NO. 17:** Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 A.M. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

**NO. 23:** Means the regular workweek shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular workday shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). An Employer, who is working a four (4) ten (10) hour day work schedule may use Friday as a make-up day when a workday is lost due to a holiday. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.60 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**REPLACEMENT PAGE**  
**JEFFERSON COUNTY**  
**OVERTIME SCHEDULE - HEAVY CONSTRUCTION**

**NO. 25:** Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 26:** Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

**NO. 32:** Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**JEFFERSON COUNTY**  
**HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

**NO. 4:** All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, or observed as such, shall be paid at the double time rate of pay. When a Holiday falls on a Sunday, Monday shall be observed. No work shall be performed on Labor Day, except in case of jeopardy to life or property. This is applied to protect Labor Day.

**NO. 9:** All work performed on Sundays and the following recognized holidays, or the days observed as such, of New Year's Day, Decoration Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) the hourly rate plus an amount equal to the hourly Total Indicated Fringe Benefits. Whenever any such holidays fall on a Sunday, the following Monday shall be observed as a holiday.

**NO. 11:** Means all work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, and any additional holidays which may be mutually agreed upon shall be paid at the double (2) time rate of pay. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. No work shall be performed on Labor Day.

**NO. 12:** All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. When one of the foregoing holidays falls on Sunday, it shall be celebrated on the following Monday. When one of the foregoing holidays falls on Saturday, it shall be celebrated on the Friday before the holiday.

**NO. 16:** The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 21:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workman unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make-up day when an observed holiday occurs during the work week. Employees have the option to work that make-up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 25:** The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive double (2) the regular rate of pay for such work.

**NO. 31:** All work performed on New Year's Day, Presidents' Day, Veterans' Day, Good Friday, Decoration Day, Fourth of July, Labor Day, Christmas Eve Day, Christmas Day, Thanksgiving Day and Day after Thanksgiving or days celebrated for the same.