PROJECT SPECIFICATIONS
FOR
TOMAHAWK – VOGEL OVERLAY
STP-5403 (657)

County of Jefferson, Missouri
P.O. BOX 100
HILLSBORO, MO 63050
April 1st, 2014

REQUEST FOR BID

BID OF

Bidder Name:_____

Bidder Address:_____

Engineer Seal

STATE OF MISSOURI
DEBORAH G. LEHNHOFF
Deborah G. Lehnhoff
3-5-14
NUMBER
E-27388
PROFESSIONAL ENGINEER

APPROVED FOR CONSTRUCTION

BY: _____ **DATE:** 3/3/2014
(County Engineer)

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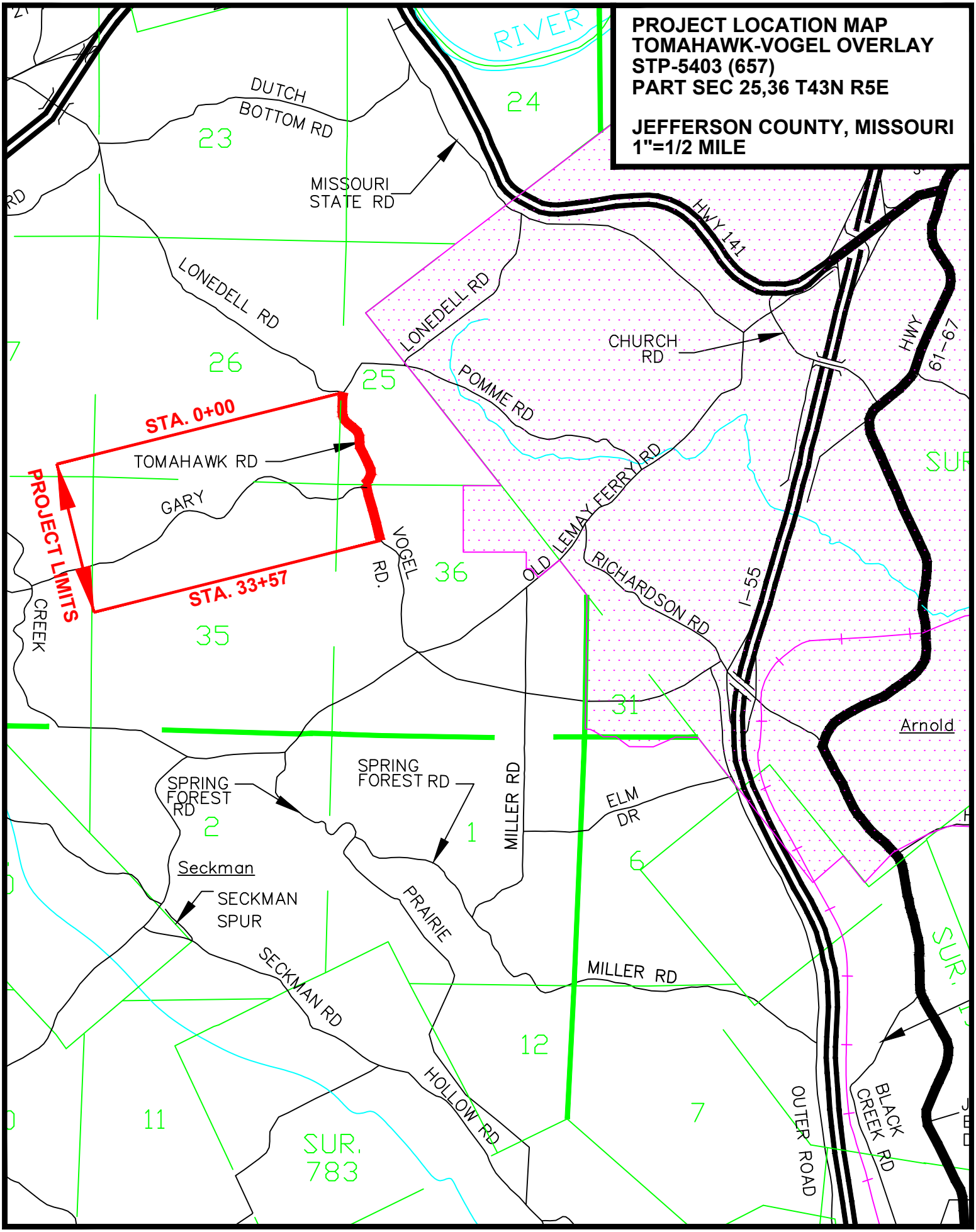
PROJECT LOCATION MAP
TOMAHAWK-VOGEL OVERLAY
STP-5403 (657)
PART SEC 25,36 T43N R5E
JEFFERSON COUNTY, MISSOURI
1"=1/2 MILE
RIVER
DUTCH BOTTOM RD
MISSOURI STATE RD
LONEDELL RD
LONEDELL RD
HWY 141
CHURCH RD
HWY 61-67
POMME RD
STA. 0+00
TOMAHAWK RD
PROJECT LIMITS
GARY
VOGEL RD.
STA. 33+57
CREEK
OLD LEMAY FERRY RD
RICHARDSON RD
I-55
Arnold
SPRING FOREST RD
SPRING FOREST RD
MILLER RD
ELM DR
Seckman
SECKMAN SPUR
PRAIRIE
SECKMAN RD
MILLER RD
HOLLOW RD
OUTER ROAD
BLACK CREEK RD
SUR. 783
23
24
26
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36
35
31
2
1
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12
11
7

BID NOTICE

Sealed bids for Tomahawk – Vogel Road Overlay STP-5403 (657) will be received at the office of The County Clerk, Jefferson County Administration Center, 729 Maple Street, Hillsboro, Missouri until 2:00 o'clock P.M. (CDST) on the 1st day of April, 2014, 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.

The proposed work includes: Road resurfacing of Tomahawk Road from Lonedell Road to Gary Road and Vogel Road from Gary Road to Bluff Park Drive (approximately 3360 feet or 0.64 miles). The project in general shall consist of a 2-inch overlay of bituminous pavement with a 1-inch (min.) bituminous surface leveling to smooth the surface and correct surface drainage irregularities. Striping, pavement markings, coldmilling of the joints, and providing entrance transitions are included in the contract.

Work shall be in accordance with these Specifications and Job Special Provisions. Where not specifically covered by the Specifications or Job Special Provisions, the Contractor shall adhere to the 2011 Edition of the "Missouri Standard Specifications for Highway Construction."

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 Monday, March 10th, 2014. The bidder will be responsible to check the County's website for addendum(s) regarding this project prior to bid opening. All potential bidders must complete the "Plan Holder Contact Information" form and submit this form to Public Works at pwprojects@jeffcomo.org and request placement on the bidder's list.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the 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, 2011 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 4%. On the Job Training Requirements is 0 hours as trainee goal. No 2nd tier subcontracting will be allowed on this project.

END BID NOTICE

BIDDER CHECKLIST

FINAL CHECKLIST BEFORE SUBMITTING BID

☐ 1. 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, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website (required on highway and bridge projects)

☐ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE form. (for DBE forms see #7) The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.

☐ 3. 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)**.

☐ 4. Please read all items in the bidding document carefully. For paper bids, complete all items in **ink** or by **typing** in the information.

☐ 5. 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.

☐ 6. For paper bids submit the provided bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.

☐ 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.

☐ 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.

♦♦♦

Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

a) Not signing the bid
b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
c) Using a different bid bond form than the one provided
d) Using pencil to fill out the bid
e) Using white out to make corrections to the itemized bid sheets
f) Not initialing changes made

♦♦♦

All questions concerning the bid document preparation can be directed to the Jefferson County Public Works Department at 636-797-6080. Project specific questions can be directed to Brian Dugan.

<u>Special Needs:</u> If you have special needs addressed by the Americans with Disabilities Act, please notify Jefferson County Public Works Department, at 636-797-6080 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

INSTRUCTIONS TO BIDDERS

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. DEFINED TERMS

1.1 Terms used in these Instructions to Bidders, which are defined in the General Conditions of this Construction Contract, that have the meanings assigned to them in the General Conditions. The term "Successful Bidder" means the lowest, qualified, responsible Bidder to whom the County (on the basis of the County evaluation as hereinafter provided) makes an award.

2. COPIES OF BIDDING DOCUMENTS

2.1 Complete sets of the Bidding Documents may be obtained from the County Engineer.

2.2 Complete sets of the Bidding Documents shall be used in preparing Bids; The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 The County in making copies of Bidding Documents available on the above terms does so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

3. QUALIFICATIONS OF BIDDERS

3.1 To demonstrate qualifications to perform the Work, each Bidder must submit **with the bid** written evidence of previous experience and evidence of authority to conduct business in the jurisdiction where the Project is located. Each Bid must contain evidence of Bidder's qualification to do business in the state where the Project is located or covenant to obtain such qualification prior to award of the contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 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.

4.2 Before submitting his Bid 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.

4.3 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.

4.4 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 General Conditions, General Requirements, Special Provisions or Drawings.

5. INTERPRETATIONS

5.1 All questions about the meaning or intent of the Contract Documents shall be submitted to the County Engineer. 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.

6. CONTRACT TIME

6.1 The number of days within which, or the date by which, the Work is to be completed and the Bid price is to remain in effect is set forth in the Bid Form and will be included in the Agreement.

7. SUBSTITUTE MATERIALS AND EQUIPMENT

7.1 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 Contractor if acceptable to the County Engineer, application for such acceptance will not be considered by County Engineer until after the "effective date of the Agreement".

8. SUBCONTRACTORS, ETC.

8.1 No subcontract may be awarded by Contractor under this Contract to anyone without approval of the County. In order for such approval to be obtained the Contractor shall **submit with the bid** the **Name and Address** of the proposed subcontractor for verification. The proposed subcontractor must also submit, through the Contractor, the following documents in an acceptable form:

1. Copy of any subcontracts;
2. Certification by proposed subcontractor regarding equal employment opportunity;
3. Certification by proposed subcontractor concerning labor standards and prevailing wage requirements;
4. 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.
5. Affidavit of Federal Employment Authorization to be completed and turned in by proposed subcontractors

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

9. BID FORM

9.1 The Bid Form is attached hereto; additional copies may be obtained from the County Engineer.

9.2 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, 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.

9.3 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.

9.4 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.

9.5 All names must be typed or printed below the signature.

9.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Form).

9.7 The address to which communications regarding the Bid are to be directed must be shown.

10. BID SECURITY

10.1 Bid Security 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.

10.2 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.

11. SUBMISSION OF BIDS

11.1 **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.

12. MODIFICATION AND WITHDRAWAL OF BIDS

12.1 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.

12.2 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.

13. OPENING OF BIDS

13.1 Bids will be opened publicly.

13.2 When Bids are opened publicly they will read aloud, and an abstract of the amounts of the base Bids and major alternates (if any) will be made available after the opening of Bids.

14. BIDS TO REMAIN OPEN

14.1 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.

15. BID SUBMITTAL REQUIREMENTS

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

- Notice to Contractors
- Certification Regarding Anti-collusion
- Certification Regarding Use of Contract Funds for Lobbying
- Certification Regarding Debarment and Suspension
- Certification Regarding Affirmative Action and Equal Opportunity
- Bid Guaranty
- Disadvantaged Business Enterprise (DBE) Certification (within 3 days of bid opening)
- Acknowledgement of Addenda, if applicable
- Bid to be submitted in ink with proper signatures with no white out or initialed changes
- Balanced Bid

16. AWARD OF CONTRACT

16.1 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's concurrence.
16.2 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.

16.3 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.

16.4 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.

16.5 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.

17. LIQUIDATED DAMAGES

17.1 Provisions for liquidated damages, if any, are set forth in the agreement.

18. PERFORMANCE AND OTHER BONDS

18.1 Section 32 of the General Conditions 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.

19. SIGNING OF AGREEMENT

19.1 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.

20. FAILURE TO EXECUTE AGREEMENT

20.1 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.

END OF INSTRUCTIONS TO BIDDERS

NOTICE TO CONTRACTORS

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 Tuesday, April 1st, 2014, 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.

(1) **PROPOSED WORK:** The proposed work, hereinafter called the work, includes:

Road resurfacing of Tomahawk Road from Lonedell Road to Gary Road and Vogel Road from Gary Road to Bluff Park Drive (approximately 3360 feet or 0.64 miles). The project in general shall consist of a 2-inch overlay of bituminous pavement with a 1-inch (min.) bituminous surface leveling to smooth the surface and correct surface drainage irregularities. Striping, pavement markings, coldmilling of the joints, and providing entrance transitions are included in the contract.

(2) **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, 2011," and "Missouri Standard Plans for Highway Construction, 2009" 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.

The following documents are available on the Missouri Department of Transportation web page at 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 October 2009 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.

(3) **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:

Working Days: 12

(4) **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 $ 700

(5) **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

(6) **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.

(7) **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.

(8) **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.

(9) **PREVAILING WAGE (FEDERAL AND STATE)**: This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, 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. 20", 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.

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.

(10) **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

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

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

This requirement also applies to subcontractors and contract labor, but this contract only requires submittal of the verification documents for the prime contractor. It is the prime contractor's responsibility to verify the worker

eligibility of their subcontractors in order to protect their own company from liability as required by section 285.530 RSMo.

(11) **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.

(12) **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-amquck.cfm

(13) **ADDENDUM ACKNOWLEDGEMENT**: 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.

(14) **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.

(15) **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 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**.

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

(17) **PROJECT AWARD:** This project will be awarded to the lowest, responsive, responsible bidder.

(18) **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.

(19) **PRIME CONTRACTOR REQUIREMENTS:** 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.

(20) **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.

ITEMIZED BID: 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: TOMAHAWK – VOGEL OVERLAY
FEDERAL PROJECT NO. STP-5403 (657)

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 on 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.

BID ITEMS:

	Roadway Items				
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**$ Amount**
401-12.09	Bituminous Pavement Mixture PG64-22 (BP-1)	Ton	1143		
401-99.10	Bituminous Pavement Mixture PG64-22 (BP-2) Entrances	Ton	121		
402-05.20	Bituminous Pavement Mixture PG64-22 (BP-2) Level Course	Ton	558		
407-10.05	Tack Coat	Gallons	970		
408-10.10	Prime Coat	Gallons	320		
618-10.00	Mobilization	L.S.	1		
622-10.01	Coldmilling Bituminous Pavement 3" or Less	Sq. Yd.	856		
				ROADWAY SUBTOTAL =	**$**

	Signing/Striping Items				
Pay Item No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Amount**
616-10.05	Construction Signs	Sq. Foot	360		
620-60.00B	4" White Acrylic Waterborne Pavement Marking Paint	Lin. Ft.	5767		
620-60.01B	4" Yellow Acrylic Waterborne Pavement Marking Paint	Lin. Ft.	6714		
620-61.24	24" White Acrylic Waterborne Pavement Marking Paint	Lin. Ft.	36		
620-80.64	Temporary Raised Pavement Marker, Type 1	Each	85		
				SIGN/STRIPING SUBTOTAL =	**$**

PROJECT TOTAL _____

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

5. BIDDER agrees that the work will be completed within **12 Working days** or the CONTRACTOR shall pay the COUNTY, not as a penalty but as **liquidated damages**, a sum equal to Seven Hundred Dollars **($700.00)** for each working or calendar day (excluding Saturdays, Sundays and Legal Holidays) 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 provision for Asphalt Cement Price Index in accordance with the provisions of the Job Special Provisions, 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

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

Address:

_____

_____

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

8. **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.

9. BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date:	Number:
_____	_____
_____	_____
_____	_____
_____	_____

(receipts of all of which is hereby acknowledged) and also copies of the Bid Notice and the Instructions to Bidders:

SUBMITTED on _____, 20____

By_____
(Corporation Name)

_____
(State of incorporation)

By_____
(Name of person authorized to sign) (Signature and typed)

_____
(Title)

(Corporate Seal)

Attest_____
(Secretary) (Signature and typed)

Business address:_____

_____

_____

Phone No.:_____

BID BOND

Suitable bid security in the amount of:

_____

($_____) 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_____)
) SS.
COUNTY OF_____)

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

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

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

(if a corporation) that he is the_____
(President or other agent)

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

Witness my hand and seal at_____,_____
The day and year first above written.

(SEAL) _____
Notary Public

My commission expires_____20_____

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF _____)
) ss
COUNTY OF _____)

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

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

• I, the Affiant, am the _____ of _____, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by 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

_____
Notary Public

My commission expires:

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

AGREEMENT FORM

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

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

ARTICLE 1. WORK

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the TOMAHAWK – VOGEL OVERLAY. The work is generally described as follows:

Road resurfacing of Tomahawk Road from Lonedell Road to Gary Road and Vogel Road from Gary Road to Bluff Park Drive (approximately 3360 feet or 0.64 miles). The project in general shall consist of a 2-inch overlay of bituminous pavement with a 1-inch (min.) bituminous surface leveling to smooth the surface and correct surface drainage irregularities. Striping, pavement markings, coldmilling of the joints, and providing entrance transitions are included in the contract.

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 paragraph 23 of the General Conditions within **12 working days** after the date when the Contract Time commences to run. Allowances will be made for weather conditions and other occurrences beyond the control of the CONTRACTOR.

If the CONTRACTOR is unable to begin work as required, the ENGINEER shall be notified in writing. Unless the ENGINEER gives written approval for a delay in beginning the work, 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 **Seven Hundred Dollars ($700.00)** for each working day (excluding Saturdays, Sundays and Legal Holidays) 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.

BID ITEMS:

	Roadway Items				
Item No.	**Item Description**	**Unit**	**Quantity**	**Unit Price**	**$ Amount**
401-12.09	Bituminous Pavement Mixture PG64-22 (BP-1)	Ton	1143		
401-99.10	Bituminous Pavement Mixture PG64-22 (BP-2) Entrances	Ton	121		
402-05.20	Bituminous Pavement Mixture PG64-22 (BP-2) Level Course	Ton	558		
407-10.05	Tack Coat	Gallons	970		
408-10.10	Prime Coat	Gallons	320		
618-10.00	Mobilization	L.S.	1		
622-10.01	Coldmilling Bituminous Pavement 3" or Less	Sq. Yd.	856		
				ROADWAY SUBTOTAL =	**$**

	Signing/Striping Items				
Pay Item No.	**Description**	**Unit**	**Quantity**	**Unit Cost**	**Amount**
616-10.05	Construction Signs	Sq. Foot	360		
620-60.00B	4" White Acrylic Waterborne Pavement Marking Paint	Lin. Ft.	5767		

620-60.01B	4" Yellow Acrylic Waterborne Pavement Marking Paint	Lin. Ft.	6714		
620-61.24	24" White Acrylic Waterborne Pavement Marking Paint	Lin. Ft.	36		
620-80.64	Temporary Raised Pavement Marker, Type 1	Each	85		
				SIGN/STRIPING SUBTOTAL =	**$**

PROJECT TOTAL _____

ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Paragraph 26 of the General Conditions. The Engineer as provided in the General Conditions 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 Paragraph 26 of the General Conditions, 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 Conditions (page 1 to 18, inclusive).

7.6 Specifications bearing the title PROJECT SPECIFICATIONS FOR Tomahawk-Vogel Overlay, STP-5403 (657) 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 Article 28 of the General Conditions).

ARTICLE 8. MISCELLANEOUS

8.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.

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:_____ Date: _____
COUNTY EXECUTIVE

ATTEST: _____ _____
COUNTY CLERK DEPUTY CLERK

FOR:_____

BY: _____ Date: _____
CONTRACTOR

ATTEST: _____

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

APPROVED AS TO FORM

_____
COUNTY COUNSELOR

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)

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 **4** % 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).

_____

_____

_____

_____

_____

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_____

_____

_____

_____

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 **JJonas@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.					
		Total		Total	Total
2.					
		Total		Total	Total
3.					
		Total		Total	Total
4.					
		Total		Total	Total
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 Fees for Trucking Services	
Brokered Services				Only Include Fees 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:_____

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 RightsDirector, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-4309, Fax (573) 526-0558, E-Mail: **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

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 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 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.

ON THE JOB TRAINING

On the job training is not required for this job.

GENERAL CONDITIONS

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:

Unless otherwise provided in the Contract Documents, the Owner will furnish the Contractor free of charge, one full size set of reproducible prints, one full size set of printed plans, one half size set of printed plans and one set of unbound specifications. The Contractor will be responsible for reproducing the plans necessary to carry out all the work. In addition to the prints and printed plans and specifications noted above, the Contractor may have all remaining sets of plan used for bidding purposes excluding those for use by County personnel.

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. "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.

22. 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.

23. 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 calendar day (excluding Saturdays, Sundays, and Legal Holidays) 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.

24. 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 on 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.

25. 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.

26. 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 proof of the meeting of DBE goals, and the release by materials suppliers and subcontractors of having received full payment.

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.

27. 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.

28. 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 if 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 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.

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29. 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.

30. 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.

31. 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 of 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 and 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.

32. 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 of default on the part of said Principal, his subcontractors, officers, agents or employees, in the execution of performance of said contract and shall promptly pay all just claims for damages for injury to property and for labor, equipment, materials and supplies

incorporated in the work or consumed in the performance thereof incurred by said Principal, his subcontractors, officers, agents or employees, in or about the construction or improvement contracted for, then this obligation shall be void; otherwise, to remain in full force and virtue in law. The Surety hereby waives notice of any changes, alterations or modifications, including any extensions of the period of performance, in the contract, specifications and plans."

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

33. ASSIGNMENT, SUBLETTING OR SUBCONTRACTING:

The Contractor shall not assign, sublet or subcontract this Contract or the work or payments due thereunder, in whole or in part, without the express consent of the Owner.

The Owner's consent to subcontract shall not relieve the Contractor from his obligations hereunder or change the terms of this agreement.

34. 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.

35. 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.

36. 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.

37. 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.

38. 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.

This section shall take effect on August 28, 2009.

END OF GENERAL CONDITIONS

REVISIONS TO MODOT STANDARD SPECIFICATIONS

Rev. 8/8/13

Modifications to the 2011 Missouri Standard Specifications for Highway Construction shall be as listed herein.

SECTION 102
BIDDING REQUIREMENTS AND CONDITIONS

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

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

102.3 Bidding Documents. Upon request, the Commission will furnish the bidding documents to the prospective bidder. The documents will state the location, description and requirements of the contemplated construction and will show the estimate of the various quantities and kinds of work to be performed or material to be furnished, and will have a schedule of items for which unit bid prices are invited. The bidding documents will state the time in which the work shall be completed, the amount of the bid guaranty, and the date, time and place of the opening of bids.

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

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

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

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

102.7 Preparation of Bidding Documents. All bids shall be properly signed, sealed and submitted in accordance with Sec 102.10. Each bidder shall specify in the bid, in figures, a unit price for each of the separate items listed in the bidding documents,

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

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

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

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

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

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

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

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

SECTION 105
CONTROL OF WORK

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

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

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

SECTION 106
CONTROL OF MATERIAL

Delete Section 106.12 - Pre-Acceptance List of Material and Sources - in its entirety.

SECTION 107
LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

If a Corps of Engineers 404 Permit has been issued specifically for this project, then the provisions of that permit shall be followed and shall hold precedence over Section 107.10.

SECTION 109
MEASUREMENT AND PAYMENT

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

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

SECTION 203
ROADWAY AND DRAINAGE EXCAVATION, EMBANKMENT AND COMPACTION

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

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

Modify Section 203.4 as follows:

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

Hand raking or fine grading by mechanical means of the disturbed areas shall be required to remove debris and stones. The soil shall be tilled to a depth of 4” and graded to a reasonably smooth surface.

Replace Section 203.4.1.1 with the following:

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

Location - limits	Limits	Maximum Stone Size
Residential and business where lawns are maintained	All disturbed areas	Relatively free of stones – ½” maximum
Foreslopes, roadside ditches and backslopes outside of maintained lawn areas	Right of way	1” maximum
Rock cut sections	All disturbed areas	As directed by the Engineer

SECTION 304
BASES AND AGGREGATE SURFACES

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

Modify Section 304.5 – Method of Measurement – as follows:

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

Replace Section 304.6 - Basis of Payment – with the following:The accepted quantities of aggregate base course of the thickness and type specified will be paid for at the contract unit price for each of the pay items included in the contract. Payment will be considered full compensation for water used in performing this work.

SECTION 401
PLANT MIX BITUMINOUS BASE AND PAVEMENT

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

Section 401.4.1 Mixture Design – Modify this paragraph as follows:

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

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

Add the following item to Section 401.4.2 – Required Information:

(q) Unit weight of combined mixture.

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

Delete Section 401.4.6 Time Limit – in its entirety.

Delete Section 401.5.2 Substitutions - in its entirety.

Delete Section 401.6 Field Laboratory – in its entirety.

Delete Section 401.7.1 and replace with the following:

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

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

401.7.5.1 Irregularities. Add a sentence preceding the sentence "The outside edge alignment shall be uniform" as follows:

The outside edges of the pavement shall be constructed to an angle of approximately 45 degrees with the surface of the roadbed and rolled with a hand roller for a smooth appearance.

Replace Section 401.8 Quality Control with the following:

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

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

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

Replace Section 401.13 Method of Measurement with the following:

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

SECTION 402
PLANT MIX BITUMINOUS SURFACE LEVELING

Delete Section 402.2.2 – in its entirety.

Replace Section 402.3 Composition of Mixture with the following:

Mixture shall meet the requirements of the asphalt type specified in the contract and/or bidding documents. The mixture shall be in accordance with Sec 401.3.

Section 402.4 – Replace with the following:

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

Total Mineral Aggregate	92.0-96.5 %
Asphalt Binder	3.5-8.0 %

Delete Section 402.9 - in its entirety.

SECTION 403
ASPHALTIC CONCRETE PAVEMENT

Delete Section 403.4.1 – in its entirety.

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

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

Delete Section 403.10.2 Substitutions – in its entirety.

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

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

Modify the first sentence of 403.17.1 Quality Control Operations – to read “The Contractor shall maintain or retain equipment and qualified personnel to perform all QC field inspection, sampling and testing as required by this specification.” Add the following sentence: “The personnel, if from an independent testing laboratory, shall be different than the company retained by the County for QC purposes.”

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

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

Delete Sections 403.23.5 through 403.23.7.3 inclusive.

SECTION 407
TACK COAT

Revise the first sentence of Section 407.3 Equipment. - as follows:

"The Contractor shall provide a system for heating and applying the bituminous material and for applying blotter material."

Add Section 407.4.1.1 Weather Limitations. Tack coat shall not be applied when either the air temperature or the temperature of the surface to be tacked is below 40 F. Temperatures are to be obtained in accordance with MoDOT Test Method TM20.

SECTION 408
PRIME COAT

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

SECTION 501
CONCRETE

Delete Section 501.2.2 - in its entirety.

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

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

Revise Section 501.8.2 (e), the fifth sentence, "The Engineer may allow the use of the test concrete for appropriate incidental construction", shall be deleted. In its place add the following sentence – "Test concrete shall not be used in construction".

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

SECTION 502
PORTLAND CEMENT CONCRETE BASE AND PAVEMENT
Delete Section 502.3.7 - in its entirety.

Revise the first sentence in Section 502.11.1 to read, "Prior to approval of concrete mix designs by the engineer, the contractor shall submit a QCP to the County."

Delete Section 502.15.3 Smoothness Adjustment – in its entirety.

Delete Section 502.15.3.1 Incentives – in its entirety.

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

Delete Sections 502.15.6 Width, 502.15.7 Pay Factors, and 502.15.11 PWL Determination Table in their entirety.

SECTION 601
FIELD LABORATORIES

Delete this Section in its entirety.

SECTION 603
WATER LINE INSTALLATION

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

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

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

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

SECTION 605
UNDERDRAINAGE

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

SECTION 620
PAVEMENT MARKING

Replace the second through fourth sentences of Section 620.2.3.1, with "The engineer will visually inspect the pavement markings for reflectivity. The inspection will take place no sooner than seven days after application. The contractor may clean any pavement markings at the contractor's expense prior to the visual reflectivity inspection.

Replace Section 620.2.4.1 with the following:

620.2.4.1 Retroreflectivity inspection will be performed visually. Spotty or lack of reflectivity when driven during a nighttime visual inspection will be cause for reapplying the pavement marking at no additional cost to the County.

Revised Section 620.10.5.1 to read:

Final measurements of pavement markings of the type specified will be based on actual field measurements to the nearest lineal foot. Revisions or corrections will be computed and added or deducted from the contract quantity.

SECTION 622
PAVEMENT AND BRIDGE SURFACE REMOVAL AND TEXTURING
Revised Section 622.10.4 to read:

Final measurements of coldmilling of the type specified will be based on actual field measurements and computed the nearest square yard. Revisions or corrections will be computed and added or deducted from the contract quantity.

SECTION 703
CONCRETE MASONRY CONSTRUCTION

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

SECTION 706
REINFORCING STEEL FOR CONCRETE STRUCTURES

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

Delete the sentence in Section 706.3.1 that reads: “At other locations, the bars shall be firmly tied at alternate crossings or closer.” Replace this sentence with: “All reinforcement, including superstructure and substructure, shall be tied at 100% of crossing locations.”

SECTION 712
STRUCTURAL STEEL CONSTRUCTION

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

The County will not issue qualification cards as stated in Section 712.6.3, but will require proof of the welder’s certification from an accredited AWS Certified Welder Program. Welding will not be allowed on County projects without a copy of the welder’s certification being delivered to the County prior to the beginning of welding. The welder shall not weld for any process and in the positions for which he is not certified.

SECTION 720
MECHANICALLY STABILIZED EARTH WALL SYSTEMS

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

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

SECTION 724
PIPE CULVERTS

Revise Section 724.1.1 to read as follows:

The contract will specify the type of pipe to be used. Substitution of pipe types is not permissible.

Replace Section 724.1.2 with the following:

Metal pipe shall be constructed in accordance with Sec 725. Reinforced concrete pipe shall be constructed in accordance with Sec 726.

Revise Section 724.3.1 to read:

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

Delete Sections 724.3.2, 724.3.3, 724.3.4, 724.3.4.1, 724.3.5, 724.3.5.1, 724.3.6, 724.3.7, and 724.3.8.

Revise Section 724.4.1 to read:

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

Delete Section 724.4.4.

SECTION 725
METAL PIPE AND PIPE ARCH CULVERTS

Revise the first sentence of Section 725.1.2 to read: “If the contract specifies corrugated metallic-coated steel pipe or corrugated aluminum alloy pipe, the thickness of metal and size of corrugation for the respective pipe size shall be as shown on the plans unless otherwise specified.

Revise Section 725.4 to read:

Backfill material for metal culverts shall consist of crushed stone.

Revise Section 725.4.1 to read:

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

SECTION 726
RIGID PIPE CULVERTS

Revise 726.1.1 to read:

If the contract specifies reinforced concrete pipe, the type of installation and the class of pipe shall be in accordance with the plans for the applicable allowable overfill height.

Delete Section 726.1.2.

Modify the sixth sentence in Section 726.3.1 to read:

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

Modify 726.3.2 to read:

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

Section 726.3.4 - Insert the following after the second sentence:

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

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

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

727.3.3 Bedding and Backfill Material. Bedding for structural plate pipe and structural plate pipe-arch culverts shall consist of a mixture of stone in accordance with Section

1009, Grade 4, Gradation B, except if rock is encountered, the trench shall be excavated to a minimum depth of 8 inches below the bottom of the culvert.

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

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

SECTION 730
THERMOPLASTIC CULVERT PIPE

Delete this section – thermoplastic culvert pipe will not be used for County road projects.

SECTION 731
PRECAST REINFORCED CONCRETE MANHOLES AND DROP INLETS

Revise Section 731.4.1 to read:

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

SECTION 732
FLARED END SECTIONS

Delete Section 732.1.2.

Delete reference to HDPE and PVC in Section 732.1.3.

Delete the second sentence in Section 732.5 that reads:

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

SECTION 801
LIME AND FERTILIZER

Revise the third sentence in Section 801.4.1 to read:

The soil shall be thoroughly broken up, worked, tilled and loosened to a minimum depth of 4 inches.

Revise the second sentence of 801.4.2 to read:

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

SECTION 803
SODDING

Add the following to Section 803.3 Construction Requirements:

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

SECTION 804
TOPSOIL

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

SECTION 805
SEEDING

Revise the third sentence of Section 805.4 to read:

Permanent stabilization of an erodible seeded area shall be defined as a minimum uniform 70% perennial vegetative cover.

Add section 805.3.4 Seeding application methods shall be as follows:
Drop seeding shall only be allowed in small disturbed areas as approved by the engineer; Drill seeding shall be allowed for flat areas and slopes up to 3(H):1(V); and Hydro seeding shall be required on slopes 3(H):1(V) or steeper.

SECTION 806
POLLUTION, EROSION AND SEDIMENT CONTROL

Revise 806.4.4 to read as follows:

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

Add a paragraph to 806.80.3 as follows:

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

Add the following sentence to 806.100.3.2:
The Contractor shall maintain the temporary stream crossing throughout the length of the project. Pipes, backfill and road surface washed out shall be replaced at no additional cost to the County.

END OF "REVISIONS TO MODOT STANDARD SPECIFICATIONS"

Job Special Provisions

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A. GOVERNING SPECIFICATIONS AND DEFINITION CHANGES

The general requirements, provisions and technical specifications governing the completion of the work contemplated shall be the Missouri Standard Specifications for Highway Construction, 2011 edition, including supplemental revisions, and are made a part of this contract, although not reproduced herein. Current Specifications and supplemental revisions can be found at www.modot.org

The Job Special Provisions, General Special Provisions and other State requirements are contained within these Job Specifications.

The Job Special Provisions, General Special Provisions and the Construction Drawings shall take preference over all other documents whenever any disagreement exists.

All reference to the "Commission" made in the above said Missouri Standard Specifications shall be interpreted as the Jefferson County Public Works Department, Jefferson County, Missouri.

All reference to the "Engineer" made in the above said Missouri Standard Specifications, shall be interpreted as the County Director of Public Works/Highway Engineer, Jefferson County Public Works Department, Hillsboro, Missouri.

All reference to the "State" made in the above said Missouri Standard Specifications shall be interpreted as Jefferson County, Missouri.

B. CONSTRUCTION STAKING

This is not a bid item. The Contractor is responsible for all construction staking, establishing lines (including true centerline of roadway as noted in other job special provisions), and setting of grades and slopes. The costs associated with construction staking shall be included in Mobilization.

C. INSPECTION WAIVER

This is not a bid item. The County requires inspection of materials and products and requires certifications from the manufacturers or suppliers for compliance with the specifications. Supplier's material certification shall be required for the following items:

Asphalt – Mix design required
Weight tickets
Prime and Tack Coats
Temporary Pavement Markers
Pavement Markings

The County will be responsible for the following job control testing:
Asphalt (extraction and compaction)

Submittal – Contractor shall submit certifications, signed by the material suppliers and the Contractor, that all materials meet specification requirements. Mix designs of asphalt mixes shall be submitted to the Engineer for approval, at least two weeks prior to placement of material and shall be field inspected by the Engineer during placement of the material. Certified weight tickets shall be provided for verification of

quantity for asphalt. This waiver does not relieve the Contractor from compliance. The Contractor shall provide the materials for field-testing at no additional payment.

D. BITUMINOUS PAVEMENT MIXTURE PG64-22 (TYPE BP-1)

This bid item shall include all labor and material to construct a 2" thick asphaltic surface course over the driving lanes as specified herein and in accordance with Section 401 of the above said Standard Specifications. Pavement mixtures shall be Type BP-1 as detailed in Section 401 of the above said Standard Specifications. The asphalt cement used in the mixture shall be PG64-22. The virgin aggregate that is used in the mixture shall be from a State approved ledge.

The job mix formula shall be submitted to the Engineer for approval, at least two weeks prior to preparing any of the mixture for the project.

The weight of the mixture will be determined from the batch weight if a batch-type plant is used. If other types of plants are used, the weight of the mixture will be determined by weighing each truck load on scales in accordance with Sec 310. Measurement will be made to the nearest 0.1 ton for the total tonnage of material accepted.

The unit bid price shall include all labor and material to furnish and construct the required course of bituminous pavement over the driving lanes and as detailed within these specifications. The costs associated with cleaning or sweeping the road shall be included under mobilization.

The contractor shall remove all dirt, debris, and/or vegetation within the paving limits. After the areas designated for coldmilling of the joints have been performed (see Job Provision for COLDMILLING JOINTS / ENTRANCES), the existing road and paved entrances shall be tack coated prior to laying the level course and/or surface course.

The contractor shall take care to insure that a 2" compacted surface course is provided. The mixture shall be spread with an approved spreading and finishing machine. A track type paver capable of paving at least 10ft. beyond center of LANE is required.

Initial rolling shall be by a tandem-type steel wheel weighing not less than 10 tons or a pneumatic tire roller weighing not less than 10 tons. A second roller, meeting the above requirements with pneumatic or steel rollers and weighing between 5 and 10 tons, shall be kept on the job during the overlay process. One roller shall be for initial rolling and compaction and the second roller for finish rolling. If either roller fails to function properly, paving operations shall cease until the roller is repaired or replaced.

Section 401.8.1 Mixture Testing will be strictly adhered to (see Job Provision for REVISIONS TO MODOT STANDARD SPECIFICATIONS).

A uniform crown of 2% is desired on both the driving lanes, except in curves where a maximum superelevation slope (±4%) is desired, and where existing drainage patterns are to be maintained. Wherever possible the new pavement edge shall have a beveled edge with a bevel angle of 30 degrees, commonly referred to as a "Safety Edge". The edge shall be compacted by rolling or hand tamped. Where grades permit, the driveway entrances shall be wedged during mainline paving operations by winging out. The quantities for winging out will be measured under this item. Some driveways will require additional hand work. This is covered under item E.

Compaction roller(s) shall begin as soon as the overlays can bear the weight with no undue displacement. The compacted mixture shall have a density of not less than 92% of the theoretical maximum specific gravity as obtained by the laboratory compaction of a specimen made in the proportions of the approved mixture. Density will be determined by the direct transmission nuclear method in accordance with MoDOT Test Method T41 or by a specific gravity method.

The longitudinal construction joint between lanes for the surface course shall be at the center of the finished pavement.

All driving lanes, driveways and entrances shall be made accessible by an asphalt wedge on the same day that the leveling or surface course is placed. Refer to Section 401 of the above said Standard Specifications for specific details. Measurement and payment for this item will be in accordance with sec. 401 of the Missouri Standard Specifications for Highway Construction, 2011

E. BITUMINOUS PAVEMENT MIXTURE PG64-22 (TYPE BP-2) ENTRANCES

This bid item shall include all labor and material for hand placement with shovel (non-machine/equipment) of an asphalt paved transition from the newly paved roadway to the existing road entrances or driveways. The length and width of paving will vary from location to location. See schedule of quantities for driveways and entrances for details. This item shall also include paving for mailbox turnouts. Any entrance paved using a paving device or other placement equipment (not by hand) will be paid per unit as the standard paver applied roadway pavement. It is understood that a compaction roller will be needed for all transitions. Therefore, a roller can be used with the hand placement operation.

The bituminous mixture shall be Type BP-1. Mix designs must be submitted to the Engineer for approval. Refer to Section 401.7.7 Surface Approaches in the above said Standard Specifications, for details.

The weight of the mixture will be determined from the batch weight if a batch-type plant is used. If other types of plants are used, the weight of the mixture will be determined by weighing each truck load on scales in accordance with Sec 310. Measurement will be made to the nearest 0.1 ton for the total tonnage of material accepted.

This bid item shall include all the labor and material to furnish and construct the asphalt transitions at entrances, driveways, mailboxes and/or other locations as directed by the Engineer. Measurement and payment for this item will be in accordance with sec. 401 of the Missouri Standard Specifications for Highway Construction, 2011

F. BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-2) Level Course

This bid item shall include all labor and material to construct a minimum 1” thick asphaltic level course over the existing pavement as specified herein and in accordance with Section 401 of the above said Standard Specifications. Pavement mixture shall be Type BP-2 as detailed in Section 402 of the above said Standard Specifications. The asphalt cement used in the mixture shall be PG64-22. Aggregate from the mixture shall be from a State approved quarry and ledge.

The job mix formula shall be submitted to the Engineer for approval, seven days prior to paving.

Prior to paving, the contractor shall remove all dirt, debris, and/or vegetation within the paving limits.

The mixture shall be spread with an approved spreading and finishing machine. A track paver is required.

Tack Coat shall be used to bond the new asphalt base to the existing asphalt. The rates shall be as specified elsewhere in these Job Special Provisions.

The contractor shall take care to insure that a compacted 1" minimum leveling course is provided. The leveling course will have areas with greater than 1" thickness, to provide for the desired geometrics or superelevation. Some of these areas may require more than one lift. A uniform crown of 2% on both the driving lanes will be laid except in the sharp road curves where a superelevation slope (2 to 4%) is desired.

The construction joint between lanes for the Base course shall be 1 foot off center from the finished road (1 foot from the construction joint in the finished road surface).

The driveway entrances may be wedged during paving operations by winging out.

Compaction roller(s) shall begin as soon as the overlays can bear the weight with no undue displacement. The compacted mixture shall have a density of not less than 92% of the theoretical maximum specific gravity as obtained by the laboratory compaction of a specimen made in the proportions of the approved mixture. Density will be determined by the direct transmission nuclear method in accordance with MoDOT Test Method T41 or by a specific gravity method.

All driving lanes, driveways and entrances shall be made accessible by an asphalt wedge on the same day that the leveling or surface course is placed. Refer to Section 401 of the above said Standard Specifications for specific details.

The unit of measurement for this item shall be "TON".

The unit bid price shall include all labor and material to furnish and construct the Bituminous Pavement PG64-22(BP-2 Mix) over the driving lanes and as detailed within these specifications. The costs associated with cleaning and sweeping the road and disposal shall be included under mobilization.

G. CONSTRUCTION JOINTS

This is not a bid item. Construction joints shall be formed at transverse joint locations by any method that will produce a vertical section the width of the roadway and shoulders and/or as directed by the Engineer. When the transverse vertical edge is to be left open to traffic, a temporary depth transition ramp with paper joints shall be placed to provide a smooth transition or as approved by the Engineer. When paving operations abut a construction joint, the ramp shall be removed and disposed of by the Contractor.

Longitudinal joints shall be placed in accordance with the Section 401.7.6 of the Missouri Standard Specifications for Highway Construction, 2011 edition and as modified by other job special provisions. **The contractor shall take into account that the existing centerline pavement markings may not have been placed at the true center of the roadway. The contractor shall make every effort to place the longitudinal joint of the final surface course at the true center of the roadway.** Temporary transitions ramps are not required to be installed along longitudinal joints not located at a road entrance or driveway.

The costs associated with non-coldmilling construction joints including the transition ramp, paper joints and removal/disposal of the ramp material shall be included

under mobilization. Coldmilling joints are addressed in the job special provision "COLDMILLING JOINTS / ENTRANCES" and is a separate bid item.

H. TACK COAT EXISTING PAVEMENT AND PAVED ENTRANCES (SS-1H)

This bid item shall include treating the existing road surface or paved entrances with a bituminous tack coat prior to placement of the level course or transitions. It shall be a grade SS-1H with an application rate of 0.05 Gal/SY and/or as directed by the Engineer in accordance with Section 407 Tack Coat of the above said Standard Specifications. Tack shall be properly cured and the tacked surface shall be cleaned of all dirt and materials before asphalt application. Engineer will determine necessity of tack between lifts or before surface course.

Measurement of the tack coat will be to the nearest 10 gallons and paid for at the contract unit price. Quantity to be paid for will be measured prior to the addition of water, if needed. No direct payment will be made for water added to the asphalt emulsion

I. PRIME COAT- ENTRANCES

This bid item shall include treating the existing unpaved entrances with a bituminous prime coat prior to placement of the bituminous entrances. It shall be a grade SS-1H with an optimum application rate of 0.3 Gal/SY and/or as directed by the Engineer in accordance with Section 408 Prime Coat of the above said Standard Specifications. Prime coat shall be properly cured before asphalt application.

Measurement of the prime coat will be to the nearest 10 gallons and paid for at the contract unit price for "GALLON". Quantity to be paid for will be measured prior to the addition of water, if needed. No direct payment will be made for wetting the surface to be primed.

J. PRICE INDEX OPTION FOR BITUMINOUS MATERIAL

Asphalt Cement Price Index adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, and plant mix bituminous surface leveling that contains PG64-22, PG70-22 or PG76-22 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

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 PG64-22, PG70-22 or PG76-22.

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

A = (B x C) x (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
E = Asphalt Price Index, as published by MoDOT for the month prior to the letting

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.

K. PAVEMENT MARKING - PAINT

These bid items shall consist of furnishing and placing 4 inch wide painted stripes with glass beads for pavement striping along centerline (double yellow) and edge lines (single white) and/or as directed by the Engineer. Surface preparation of pavement on which markings is to be placed shall be clean and dry. Application shall be with a self-propelled machine using spray guns. Pavement marking paint (Acrylic Waterborne) shall be applied no less than one week after completion of paving work. Refer to Section 620.40 of the above said Standard Specifications, for details.

Final measurements will be based on actual field measurements to the nearest lineal foot. The unit of measurement shall be “Lineal Feet” of the pavement marking width and color specified.

The unit bid price shall include all labor and material to place the above described markings. The material shall include all paint of the color specified and glass beads.

L. TEMPORARY PAVEMENT MARKERS -YELLOW

This bid item shall consist of furnishing, installing and maintaining reflectorized temporary raised pavement markers (yellow/amber) on the centerline of the roadway.

Markers shall consist of prismatic reflective faces on both sides and applied to the new pavement surface with a bituminous adhesive material. Markers shall be installed at 40-foot intervals along centerline, as the work zone progresses forward. Refer to Section 620.60 in the above said Standard Specifications, for details.

The unit of measurement shall be “EACH”.

The unit bid price for temporary pavement markers (yellow) shall include all labor and materials to furnish and install as specified above.

Measurement shall be based on each unit in place.

M. TEMPORARY TRAFFIC CONTROL

Temporary traffic control shall consist of furnishing, installing, maintaining, relocating and removing all traffic control devices in accordance with MUTCD standards and as detailed in the project specifications. All temporary traffic control devices shall be in place one week prior to beginning of construction. The roadway must remain open to traffic throughout construction and traffic delays kept to the minimum. Flagmen should be provided with two-way radios and safety vests. Stop/Slow paddles are preferred over flags. Additional requirements, Method of Measurement, and Basis of Payment for temporary traffic control shall be in accordance with Section 616 of the Missouri Standard Specification for Highway Construction, 2011 edition.

The pay item established for this work is “CONSTRUCTION SIGNS”. Measurement for the construction signs will be made to the nearest square foot of sign area.

N. COLDMILLING BITUMINOUS PAVEMENT 3” OR LESS

This bid item includes the cost of labor and equipment to perform coldmilling at various locations as determined by the Engineer. The locations requiring coldmilling are generally to construct a tapered butt joint at certain intersections provide a smooth transition from the existing surface profile to the new profile. There are approximately 10 locations for spot milling anticipated ranging from 30 sq. yd. to 179 sq. yd. per location. These locations can be found on the schedule of quantities. All costs associated with sweeping, hauling, and disposal of the milled material shall be incidental to this item. This work shall be done in accordance with Section 622 of the 2011 Missouri Standard Specifications for Highway Construction and as herein modified:

Revised Section 622.10.4 to read:

Final measurements of coldmilling of the type specified will be based on actual field measurements and computed the nearest square yard. Revisions or corrections will be computed and added or deducted from the contract quantity.

O. MAILBOXES

This is not a bid item. Mailboxes damaged by the Contractor shall be replaced by the Contractor at no additional cost to the County. Mailboxes moved to facilitate paving operations shall be replaced by the Contractor. Posts shall be plumbed, anchored, and set to the proper height as required by the postal authorities. Replacement of mailboxes shall be done in a timely manner. No direct payment will be made for the removal, relocation, raising or replacement of mailboxes or support posts. Refer to Section 104.10.1 of the above said Standard Specifications.

P. UTILITY RISERS

This is not a bid item. The proper utility riser shall be in place at the time of paving for that particular section containing the utility. A representative of the related utility company will provide the risers at no charge to the contractor. A representative of Jefferson County will arrange for the risers to be delivered to the job site. The final pavement level shall be adjusted to be slightly higher than the new utility riser elevation, not to exceed ½". No direct payment will be made for the installation of utility risers.

Q. INSPECTIONS

The Federal Government is participating in the cost of construction of this project. MoDOT and FHWA may make inspections of the work. The contractor shall grant MoDOT and FHWA access to all parts of the work.

R. RESPONSIBILITY OF THE CONTRACTOR

It is the responsibility of the contractor to maintain a clean and safe work zone for both the workers and the general public. Special steps may be necessary to ensure safety for everyone. This includes but is not limited to: Removing debris and excess rock from the road surface, special flagging techniques to adequately space traffic, enforcement of the work zone speed limit, and approved safety wear for everyone within the work zone.

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)

General Special Provisions

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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.

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ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

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

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

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

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

2. Withholding

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

3. Payrolls and basic records

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

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

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

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

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

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

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

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

T his pro v i s i o n i s 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

T his pro v i s i o n i s 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.

* * * * *

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.

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

County	Goal (Percent)	County	Goal (Percent)
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 constructed 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.

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 it's own organization, contract work amounting to not less than 30% of the total original contract price. This applies to Federal and local projects.

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.

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.

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.

TRAFFIC CONTROL

The Traffic Control Plan for this overlay project must follow the Federal Highway Administration's Manual On Uniform Traffic Control Devices (MUTCD 2009) for all traffic control operations.

GUIDELINES FOR OBTAINING ENVIRONMENTAL CLEARANCE FOR SUBCONTRACTOR FURNISHED BORROW SITES

REQUIRED CLEARANCES FOR BORROW AREAS

The necessary clearances for contractor furnished borrow areas shall be obtained prior to using the borrow area for the project. The Contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or borrow areas that have been previously been cleared, precluding the need to address most, if not all, of the issues described below. The contractor should include the Federal Project Number on all correspondence. The following addresses the primary environmental issues related to clearance borrow areas:

1. ENDANGERED SPECIES ACT

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

Request a search of the Heritage Database to determine if there are any endangered of sensitive species or communities at the proposed site. All queries must be accompanied by a good quality map illustrating the location of the proposed site.

Should MDC have no records for the proposed site and it is unlikely that sensitive species or important habitat will be damaged by this borrow activity, the contractor may proceed. Further coordination with MDC shall be required in the presence of or the likelihood of Federally threatened or endangered species or critical habitat is indicated. Should MDC indicate that only state-listed rare or endangered species will be impacted, the contractor should work to reduce the potential impact on those species. However, state listed species are not protected by state regulations which require measures of protection.

Any impact to habitats with known occurrences of species federally listed as threatened or endangered by the U.S. Fish and Wildlife Service (FWS) is not allowed by the Endangered Species Act without coordination with FWS.

Columbia Field Office
U.S. Fish and Wildlife Services (FWS)
608 East Cherry Street
Columbia, MO 65201
Telephone Number (573) 876-1911 or Fax (573) 876-1914

Should concerns be expressed regarding any species in this area, it may be advisable to locate another borrow area.

2. FARMLAND PROTECTION POLICY ACT

Compliance with the Farmland Protection Policy Act, which has the purpose of minimizing Federal programs' contribution to the unnecessary and irreversible conversion of farmland caused by non-agricultural uses, is required.

An aerial map showing the borrow site and Form AD-1006 need to be submitted to the Natural Resources Conservation Center (NRCS) serving the area. Form AD-1006 may be obtained from the NRCS office. Parts I and III of Form AD-1006 should be completed by the contractor. The form should be sent to the NRCS for completion of Parts II, IV, and V. The NRCS office should be instructed to return the form to:

Missouri Department of Transportation
Environmental Section
Plan Scoping
P.O. Box 270
Jefferson City, MO 65102

Parts VI and VII will be completed by MoDOT and the completed form will be returned to the contractor for documentation of compliance. A copy of the form will be retained by MoDOT.

3. WETLANDS

A Federal Executive Order has decreed a national policy of "no net loss of wetlands". Under this policy, any impact on wetlands must be avoided if at all practical. When a borrow area has an impact on wetlands, the impact must be mitigated by construction or enhancement of a like quantity and quality of new wetlands. Avoiding an impact to wetlands is a primary goal.

To determine if a site occurs in a wetland, the United States Department of Agriculture should be contacted. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act Maps, a site visit may be needed to confirm the location of the wetlands. If there is no impact to wetlands, no further action need be taken.

If there are questions regarding the extent of wetlands that cannot be avoided, the U.S. Army Corps of Engineers (COE) should be contacted. A COE 404 Permit must be processed through the Corps office that has jurisdiction over the project area.

4. HAZARDOUS WASTE SITES

Proposed borrow sites will probably be located in rural areas which have been used for agricultural or similar purposed. Hazardous wastes are most typically associated with commercial or industrial properties, past or present.

Hazardous wastes are unlikely in the proposed borrow area is basically farmland or pasture and has not been used for any commercial activity or dumping. The contractor should document the historic land use of the parcel and explain how this assessment was obtained. The contractor should provide the following documentation to Missouri Department of Transportation: who was contacted and the results of the contact. If potential problems are identified during the search for information, it would be wise to locate another borrow area.

5. CULTURAL RESOURCES

All projects requiring environmental clearance for cultural resources (archaeological sites and structures) must be reviewed and approved by the Missouri Department of Natural Resources' (DNR) Historic Preservation Program (HPP). To initiate the HPP review and clearance of a borrow site for Cultural Resources, a "Section 106 Project Information Form" must be completed and submitted to the HPP along with the necessary documents. Copies of the "Section 106 Project Information Form" may be obtained from MoDOT District Offices or the following:

Historic Preservation Program
Department of Natural Resources
Attention: Review and Compliance
P.O. Box 176
Jefferson City, MO 65102
Telephone Number (573) 751-7858

Based on the information submitted, HPP may clear the project or request that the contractor acquire the services of an archaeological consultant to conduct a cultural resource survey of the proposed borrow site.

After the contractor has obtained all of the above data clearances, it should be submitted to MoDOT district representative for the project. The transmittal letter must include the County, Route and Job Number of the project for which borrow will be used. A map indicating the location and limits of the borrow area must be included.

No direct payment will be made for obtaining the required clearances for borrow areas. An adjustment in the contract time will be considered for any delay caused by receiving the required clearances.

STORM WATER POLLUTION PREVENTION PLAN (SWPPP)

The County's Storm Water Pollution Prevention Plan will be as stated in this General Special 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.

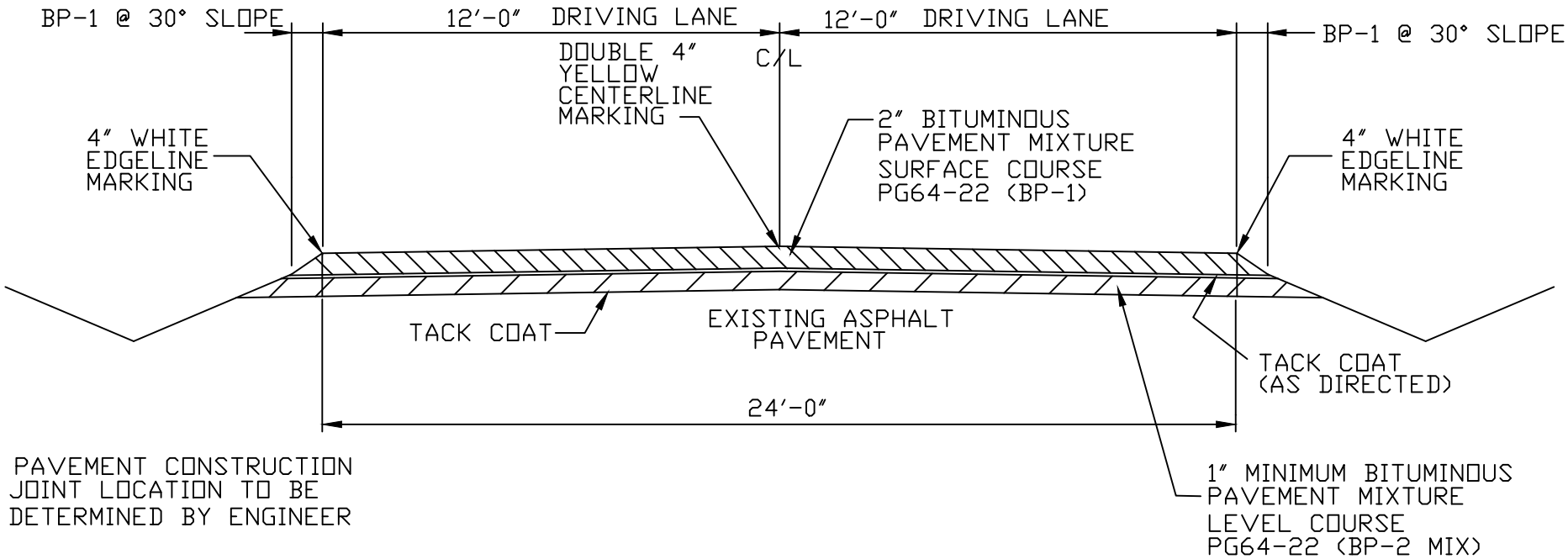
Maintenance of any item utilized, will be considered incidental to that pay item. Maintenance shall be considered as the repair or replacement of any measure paid for, but not properly functioning before final acceptance of the project. Maintenance shall take place at the time as directed by the Engineer.

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.

DRAWING NO. 1



TYPICAL OVERLAY SECTION

NOT TO SCALE

TOMAHAWK - VOGEL ROAD OVERLAY
JEFFERSON COUNTY, MISSOURI

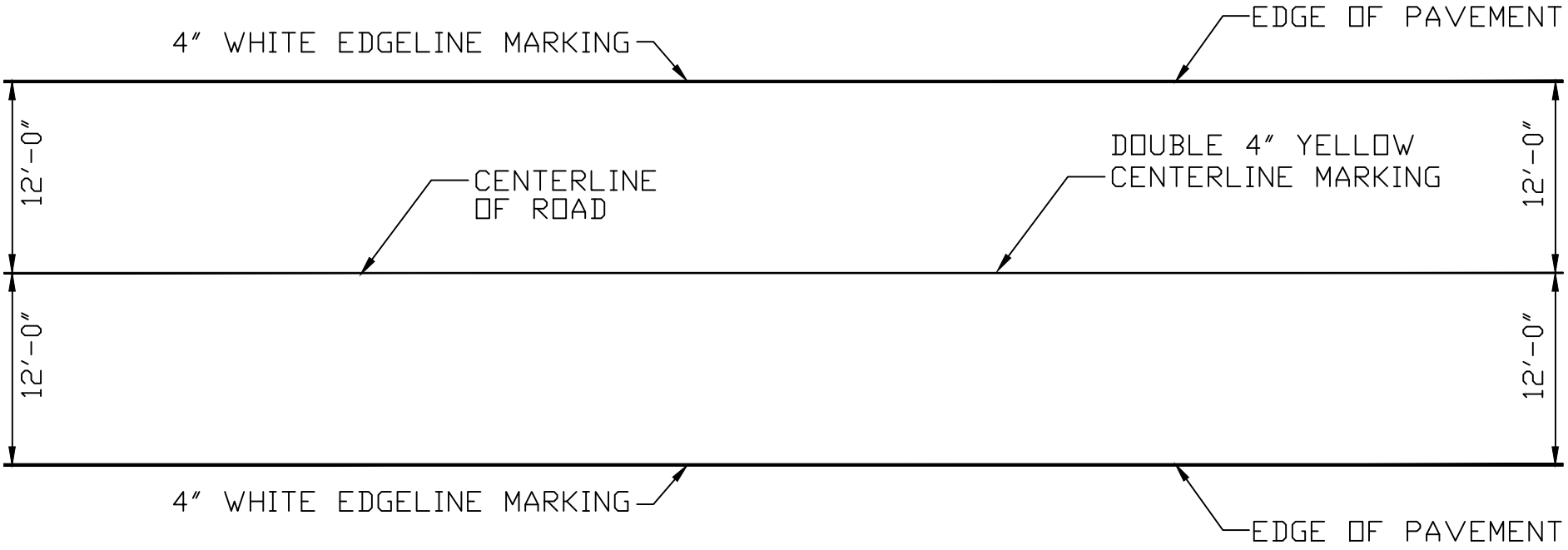
stp-5403(657)

STP-5403 (657)

TOMAHAWK - VOGEL OVERLAY

JEFFERSON COUNRY, MISSOURI

DRAWING NO. 2



TYPICAL STRIPING PLAN

NOT TO SCALE

TOMAHAWK - VOGEL ROAD OVERLAY

JEFFERSON COUNTY, MISSOURI

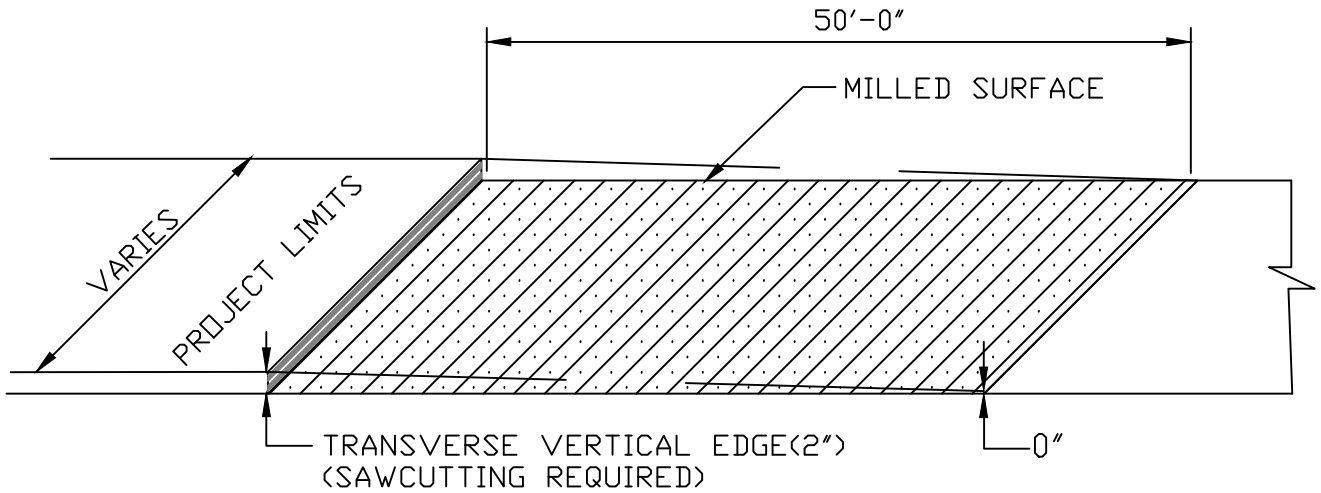
STP-5403 (657)

TOMAHAWK - VOGEL OVERLAY

JEFFERSON COUNRY, MISSOURI

stp-5403(657)

DRAWING NO. 3



WEDGE NO STEEPER THAN 1:12 RATIO AT APPROACHES.
SAWCUTTING COST INCLUDED IN CONSTRUCTION JOINT
UNIT BID PRICE.

CONSTRUCTION JOINT DETAIL

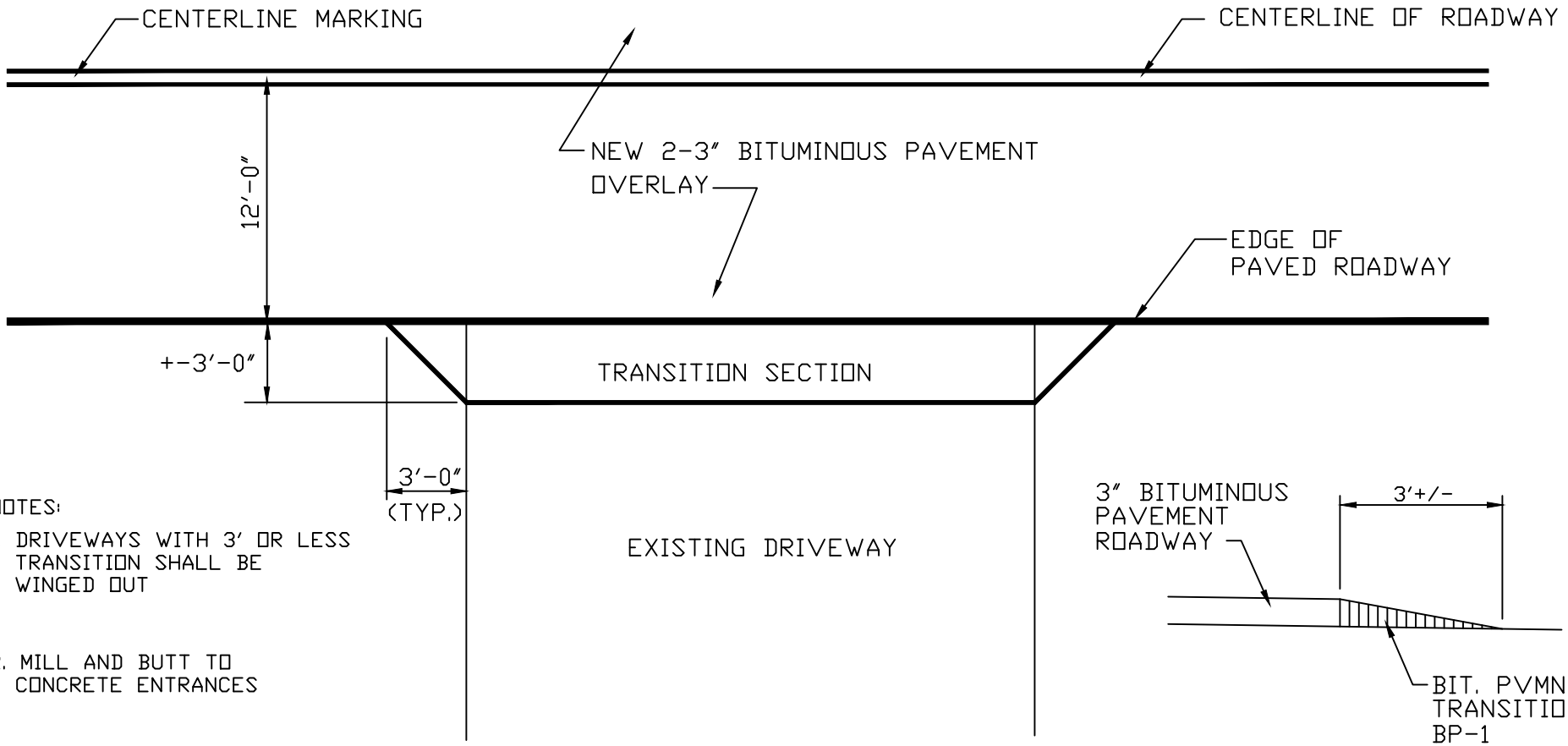
NOT TO SCALE

TOMAHAWK - VOGEL ROAD OVERLAY
JEFFERSON COUNTY, MISSOURI

stp-5403(657)

TAPER A TRANSITION SECTION TO
STRAIGHT FEATHER EDGE ON DRIVEWAY
WITH BITUMINOUS PAVEMENT TYPE BP-1

DRAWING NO. 4



NOTES:

1. DRIVEWAYS WITH 3' OR LESS TRANSITION SHALL BE WINGED OUT

2. MILL AND BUTT TO CONCRETE ENTRANCES

SECTION
NOT TO SCALE

TYPICAL PLAN AT DRIVEWAY

NOT TO SCALE

TOMAHAWK - VOGEL ROAD OVERLAY
JEFFERSON COUNTY, MISSOURI

stp-5403(657)

STP-5403 (657)

TOMAHAWK - VOGEL OVERLAY

JEFFERSON COUNRY, MISSOURI

SCHEDULE OF QUANTITIES
TOMAHAWK – VOGEL OVERLAY STP-5403 (657)

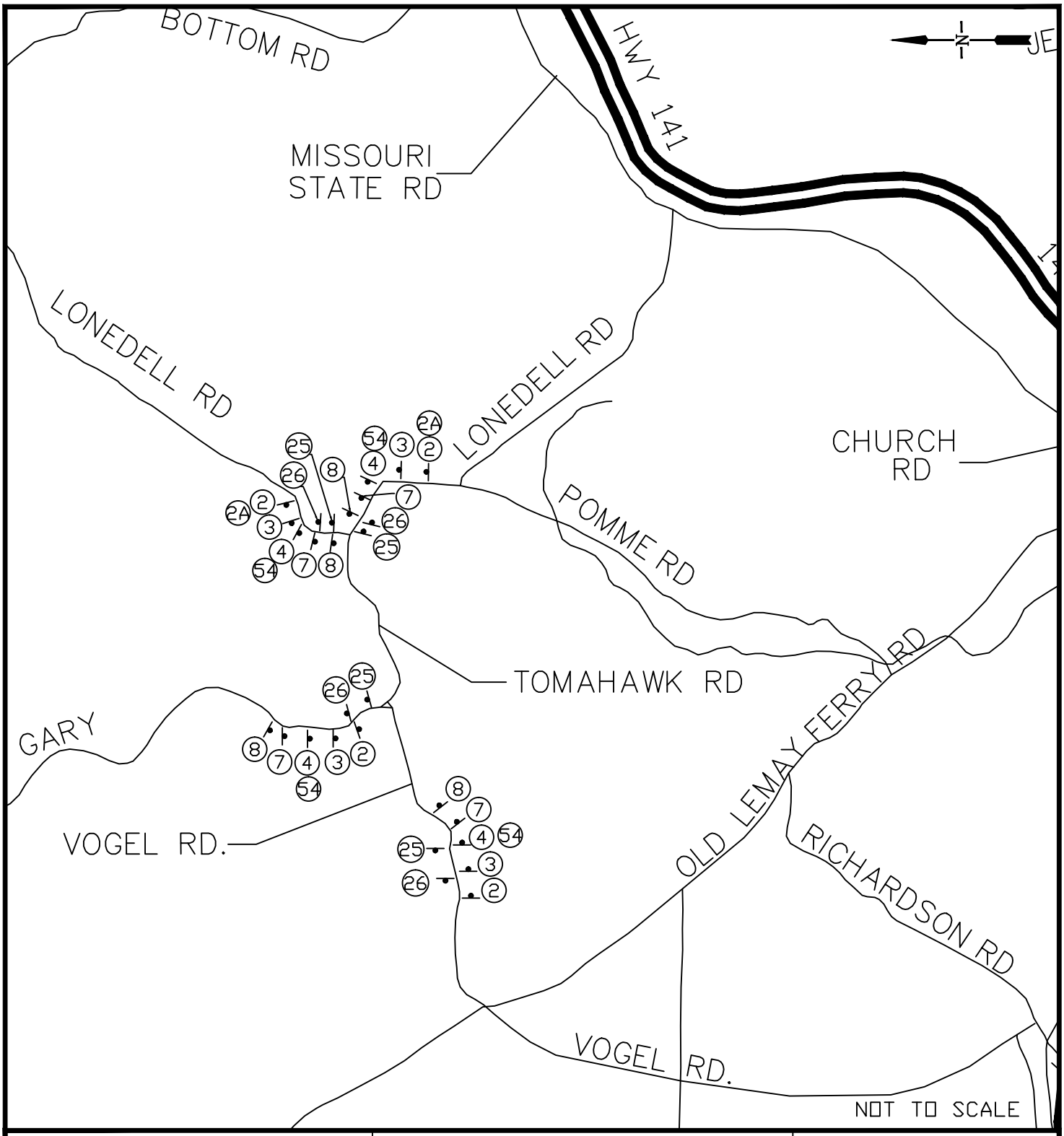
FROM STATION	TO STATION	LOCATION	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-1) 2" (TONS)	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-2) ENTRANCES (TONS)	BITUMINOUS PAVEMENT MIXTURE PG64-22 (BP-2) LEVEL COURSE 1" MIN (TONS)	COMMENTS
00+00	22+06	BOTH LANES	733.5		366.7	MILLED AREAS ARE BP-1 ONLY NO BP-2
22+06	33+57	BOTH LANES	382.7		191.4	MILLED AREAS ARE BP-1 ONLY NO BP-2
00+00	33+57	ENTRANCES	26.7	120.6		SEE DRIVEWAY & ENTRANCE SHEETS
		TOTALS:	**1143**	**121**	**558**	

FROM STATION	TO STATION	LOCATION	COLDMILLING BITUMINOUS PAVEMENT 3" OR LESS (SQ. YD.)	TACK COAT 0.5 GAL/SQYD NEAREST 10 GALLONS (GALLONS	PRIME COAT 0.3 GAL/SQYD NEAREST 10 GALLONS (GALLONS)	COMMENTS
00+00	00+50	PROJECT START	127.8			MILL 2" TO 0" AT START OF PROJECT
00+00	33+57	ENTRANCES	605.9	501.7	314.1	SEE DRIVEWAY & ENTRANCE SHEETS
00+00	33+57	BOTH LANES		466		SEE JOB SPECIAL PROVISIONS
33+07	33+57	PROJECT END	122.2			MILL 2" TO 0" AT START OF PROJECT
		TOTALS:	**856**	**970**	**320**	

FROM STATION	TO STATION	LOCATION	TEMPORARY PAVEMENT MARKER YELLOW (EACH)	4" WHITE WATERBORNE PAVEMENT MARKING (LIN. FT.)	4" YELLOW WATERBORNE PAVEMENT MARKING (LIN. FT.)	24" WHITE WATERBORNE PAVEMENT MARKING (LIN. FT.)	COMMENTS
00+00	33+57	BOTH LANES		5767	6714		MATCH EXISTING PER INSPECTOR
00+00	33+57	PROJECT START/ INTERSECTION				36	REPLACE 3 STOP BARS
00+00	33+57	CENTERLINE	85				40' SPACING
		TOTALS:	**85**	**5767**	**6714**	**36**	

DRIVEWAY AND ENTRANCE SCHEDULE OF QUANTITIES
TOMAHAWK - VOGEL OVERLAY STP-5403 (657)

NO.	Road	STATION (CENTER)	LOCATION	ADDRESS	TYPE	WIDTH (AVG.)	LENGTH	ASPHALT (TONS)	TACK (GAL)	PRIME (GAL)	MILL (SQ YD)	HAND WORK (Y/N)
1	Tomahawk	00+16	LEFT	2456 Lonedell	Asphalt	21	8	2.2	8.4			Y
2	Tomahawk	00+57	RIGHT	3727 Tomahawk	Gravel	26	3	1.0		23.4		N
3	Tomahawk	00+87	LEFT	2500 Tomahawk	Asphalt	230	22	67.3	253.0		178.9	Y
4	Tomahawk	01+21	RIGHT	3727 Tomahawk	Gravel	30	3	1.2		27.0		N
5	Tomahawk	03+43	RIGHT	3727 Tomahawk	Dirt	22	3	0.9		19.8		N
6	Tomahawk	03+55	LEFT	2312 Lonedell	Gravel	45	3	1.8		40.5		N
7	Tomahawk	07+34	RIGHT	2529 Tomahawk	Gravel	88	3	3.5		79.2		N
8	Tomahawk	11+12	LEFT	2600 Tomahawk	Asphalt	22	3	0.9	3.3			N
9	Tomahawk	11+28	RIGHT	2611 Tomahawk	Gravel	38	3	1.5		34.2		N
10	Tomahawk	12+72	LEFT	2612 Tomahawk	Asphalt	36	3	1.4	5.4			N
11	Tomahawk	14+64	LEFT	Paula Dr	Asphalt	45	7	4.2	15.8		35.0	Y
12	Tomahawk	14+70	RIGHT	2641 Tomahawk	Concrete	30	3	1.2	4.5			N
13	Tomahawk	16+19	LEFT	2642 Tomahawk	Concrete	25	3	1.0	3.8			N
14	Tomahawk	16+49	LEFT	2648 Tomahawk	Concrete	23	3	0.9	3.5			N
15	Tomahawk	17+54	LEFT	2654 Tomahawk	Concrete	32	3	1.3	4.8			N
16	Tomahawk	18+36	LEFT	2660 Tomahawk	Asphalt	24	3	1.0	3.6			N
17	Tomahawk	18+82	LEFT	2668 Tomahawk	Asphalt	28	3	1.1	4.2			N
18	Tomahawk	19+07	RIGHT	2663 Tomahawk	Gravel	16	3	0.6		14.4		N
19	Tomahawk	19+67	LEFT	2674 Tomahawk	Asphalt	27	3	1.1	4.1			N
20	Tomahawk	20+02	LEFT	2674 Tomahawk	Asphalt	13	3	0.5	2.0			N
21	Tomahawk	21+25	LEFT	Paula Dr	Asphalt	38	7	3.5	13.3		29.6	Y
22	Tomahawk	22+45	RIGHT	Gary Rd	Asphalt	78	7	7.3	27.3		60.7	Y
23	Vogel	23+50	LEFT	3010 Vogel Road	Gravel	32	3	1.3		28.8		N
24	Vogel	24+02	RIGHT	Brouk's	Asphalt	50	7	4.7	17.5		38.9	Y
25	Vogel	26+72	LEFT	Caleb	Concrete	162	7	15.1	56.7		126.0	Y
26	Vogel	26+72	RIGHT	Woodside	Concrete	111	7	10.3	38.9		86.3	Y
27	Vogel	31+95	LEFT	3130 Vogel Road	Gravel	28	3	1.1		25.2		N
28	Vogel	32+42	RIGHT	3137 Vogel Road	Gravel	24	3	1.0		21.6		N
29	Vogel	32+79	LEFT	3140 Vogel Road	Asphalt	23	3	0.9	3.5			N
30	Vogel	33+13	LEFT	3144 Vogel Road	Asphalt	38	3	1.5	5.7			N
31	Vogel	33+23	RIGHT	Bluff Park Dr	Concrete	65	7	6.1	22.8		50.6	Y
						TOTAL		147.4	501.7	314.1	605.9	
						NON HAND WORK		26.7	(GAL)	(GAL)	(SQ YD)	
						HAND WORK		120.6				
								(TONS)				



TOMAHAWK - VOGEL OVERLY STP-5403 (657)	PUBLIC WORKS DEPT. JEFFERSON COUNTY, MO. TRAFFIC CONTROL	DRAWN BY: BED CHKD. BY: CWE DATE: 12/26/2013 PAGE: 1

TRAFFIC CONTROL SIGNS						
LGD#	SIGN	SIZE (IN.)	AREA (SQFT)	QUANTITY	TOTAL AREA	DESCRIPTION
2	W20-1	48 X 48	16.0	4	64.0	ROAD WORK AHEAD
2A	W16-5P	24 X 18	3.0	2	6.0	SUPPLEMENTAL ARROW (CONSTRUCTION ORANGE)
3	W3-5	48 X 48	16.0	4	64.0	REDUCED SPEED AHEAD (20)
4	R2-1	36 X 48	12.0	4	48.0	SPEED LIMIT
54	G23-1	36 X 12	3.0	4	12.0	WORK ZONE (PLAQUE)
7	W20-4	48 X 48	16.0	4	64.0	ONE LANE ROAD AHEAD
8	W20-7a	48 X 48	16.0	4	64.0	FLAGGER (SYMBOL)
25	R2-1	24 X 30	5.0	4	20.0	SPEED LIMIT (45 MPH)
26	G20-2	36 X 18	4.5	4	18.0	END ROAD WORK
					360.0	TOTALS

NOTES:

1.) OVERNIGHT LANE CLOSURES WILL NOT BE ALLOWED.

2.) SIGNS 4,7,8,25,54 SHALL BE MOVED WITH PAVING/MILLING OPERATION (INCIDENTAL).

3.) SPEED LIMIT SHALL REMAIN NORMAL OUTSIDE OF MOVING OPERATION IF NO OTHER WORK EXISTS .

TOMAHAWK - VOGEL OVERLAY STP-5403 (657)	PUBLIC WORKS DEPT. JEFFERSON COUNTY, MO. TRAFFIC CONTROL	DRAWN BY: BED
		CHKD. BY: CWE
		DATE: 12/26/2013
		PAGE: 2

WARNING SIGNS

SIGN	SIZE (IN.)	AREA (SQ. FT.)	COLOR SYM. LEG. BRD.	COLOR BACK GROUND	SHEETING	DESCRIPTION	
SPECIAL	36X36	9.00	BK	OR	MoDOT FL. OR	FRESH OIL/LOOSE GRAVEL	(3)
E05-2	48X36	12.00	BK	OR	MoDOT FL. OR	EXIT OPEN	
E05-2a	48X36	12.00	BK	OR	MoDOT FL. OR	EXIT CLOSED	
W01-1L	48X48	16.00	BK	OR	MoDOT FL. OR	TURN (SYMBOL LEFT ARROW)	
W01-1R	48X48	16.00	BK	OR	MoDOT FL. OR	TURN (SYMBOL RIGHT ARROW)	
W01-2L	48X48	16.00	BK	OR	MoDOT FL. OR	CURVE (SYMBOL LEFT ARROW)	
W01-2R	48X48	16.00	BK	OR	MoDOT FL. OR	CURVE (SYMBOL RIGHT ARROW)	
W01-3L	48X48	16.00	BK	OR	MoDOT FL. OR	REVERSE TURN (SYMBOL LEFT ARROW)	
W01-3R	48X48	16.00	BK	OR	MoDOT FL. OR	REVERSE TURN (SYMBOL RIGHT ARROW)	
W01-4L	48X48	16.00	BK	OR	MoDOT FL. OR	REVERSE CURVE (SYMBOL LEFT ARROW)	
W01-4R	48X48	16.00	BK	OR	MoDOT FL. OR	REVERSE CURVE (SYMBOL RIGHT ARROW)	
W01-4bL	48X48	16.00	BK	OR	MoDOT FL. OR	DOUBLE ARROW REVERSE CURVE (SYMBOL LEFT ARROWS)	(2)
W01-4bR	48X48	16.00	BK	OR	MoDOT FL. OR	DOUBLE ARROW REVERSE CURVE (SYMBOL RIGHT ARROWS)	(2)
W01-4cL	48X48	16.00	BK	OR	MoDOT FL. OR	TRIPLE ARROW REVERSE CURVE (SYMBOL LEFT ARROWS)	(2)
W01-4cR	48X48	16.00	BK	OR	MoDOT FL. OR	TRIPLE ARROW REVERSE CURVE (SYMBOL RIGHT ARROWS)	(2)
W01-6	48X24	8.00	BK	OR	MoDOT FL. OR	HORIZONTAL ARROW (SYMBOL)	
W01-6a	72X36	18.00	BK	OR	MoDOT FL. OR	HORIZONTAL ARROW (SYMBOL ON PERMANENT BARRICADE)	(1)
W01-7	48X24	8.00	BK	OR	MoDOT FL. OR	DOUBLE HEAD HORIZONTAL ARROW (SYMBOL)	
W01-7a	72X36	18.00	BK	OR	MoDOT FL. OR	DOUBLE HEAD HORIZONTAL ARROW (SYMBOL ON PERMANENT BARRICADE)	(1)
W01-8	18X24	3.00	BK	OR	MoDOT FL. OR	CHEVRON (SYMBOL)	
W01-8a	36X48	12.00	BK	OR	MoDOT FL. OR	CHEVRON (SYMBOL FOR DIVIDED HIGHWAYS)	
W03-1a	48X48	16.00	BK	OR	MoDOT FL. OR	STOP AHEAD (SYMBOL)	
W03-2a	48X48	16.00	BK	OR	MoDOT FL. OR	YIELD AHEAD (SYMBOL)	
W03-3	48X48	16.00	BK	OR	MoDOT FL. OR	SIGNAL AHEAD (SYMBOL)	
W03-4	48X48	16.00	BK	OR	MoDOT FL. OR	BE PREPARED TO STOP	
W03-5	48X48	16.00	BK	OR	MoDOT FL. OR	SPEED LIMIT XX AHEAD (SYMBOL)	
W04-1L	48X48	16.00	BK	OR	MoDOT FL. OR	MERGE (SYMBOL FROM LEFT)	
W04-1R	48X48	16.00	BK	OR	MoDOT FL. OR	MERGE (SYMBOL FROM RIGHT)	
W05-1	48X48	16.00	BK	OR	MoDOT FL. OR	ROAD/BRIDGE/RAMP NARROWS	(4)
W05-3	48X48	16.00	BK	OR	MoDOT FL. OR	ONE LANE BRIDGE	
W05-5	48X48	16.00	BK	OR	MoDOT FL. OR	NARROW LANES	(3)
W06-1	48X48	16.00	BK	OR	MoDOT FL. OR	DIVIDED HIGHWAY (SYMBOL)	
W06-2	48X48	16.00	BK	OR	MoDOT FL. OR	DIVIDED HIGHWAY END (SYMBOL)	
W06-3	48X48	16.00	BK	OR	MoDOT FL. OR	TWO WAY TRAFFIC (SYMBOL)	
W07-3a	30X24	5.00	BK	OR	MoDOT FL. OR	NEXT XX MILES (PLAQUE)	
W08-1	48X48	16.00	BK	OR	MoDOT FL. OR	BUMP	
W08-2	48X48	16.00	BK	OR	MoDOT FL. OR	DIP	
W08-3	48X48	16.00	BK	OR	MoDOT FL. OR	PAVEMENT ENDS	
W08-4	48X48	16.00	BK	OR	MoDOT FL. OR	SOFT SHOULDER	
W08-5	48X48	16.00	BK	OR	MoDOT FL. OR	SLIPPERY WHEN WET (SYMBOL)	
W08-6	48X48	16.00	BK	OR	MoDOT FL. OR	TRUCK CROSSING WITH FLAGS	
W08-6c	48X48	16.00	BK	OR	MoDOT FL. OR	TRUCK ENTRANCE	(3)
W08-7	36X36	9.00	BK	OR	MoDOT FL. OR	LOOSE GRAVEL	
W08-9	48X48	16.00	BK	OR	MoDOT FL. OR	LOW SHOULDER	
W08-9a	48X48	16.00	BK	OR	MoDOT FL. OR	SHOULDER DROP-OFF	
W08-11	48X48	16.00	BK	OR	MoDOT FL. OR	UNEVEN LANES	
W08-12	36X36	9.00	BK	OR	MoDOT FL. OR	NO CENTER STRIPE	
W10-1	42 RND.	9.62	BK	YL	MoDOT TYPE 3	RAILROAD CROSSING	
W012-1	24X24	4.00	BK	OR	MoDOT FL. OR	DOUBLE DOWN ARROW (SYMBOL)	
W012-2	48X48	16.00	BK	OR	MoDOT FL. OR	LOW CLEARANCE (SYMBOL)	
W012-2x	24X18	3.00	BK	OR	MoDOT FL. OR	LOW CLEARANCE (PLAQUE)	(3)
W012-3a.b	144X24	24.00	BK	OR	MoDOT FL. OR	OVERHEAD LOW CLEARANCE (FEET AND INCHES)	(3)
SPECIAL	120X60	50.00	BK	OR	MoDOT FL. OR	LOW CLEARANCE XX FT XX IN XX MILES AHEAD	(3)
SPECIAL	120X60	50.00	BK	OR	MoDOT FL. OR	WIDTH RESTRICTION XX FT XX IN XX MILES AHEAD	(3)
W013-1	30X30	6.25	BK	OR	MoDOT FL. OR	ADVISORY SPEED (PLAQUE)	
W016-2	30X24	5.00	BK	OR	MoDOT FL. OR	XXX FEET (PLAQUE)	
W016-3	30X24	5.00	BK	OR	MoDOT FL. OR	X MILE (PLAQUE)	
W020-1	48X48	16.00	BK	OR	MoDOT FL. OR	ROAD/BRIDGE/RAMP WORK AHEAD	(4)
W020-2	48X48	16.00	BK	OR	MoDOT FL. OR	DETOUR AHEAD	
W020-3	48X48	16.00	BK	OR	MoDOT FL. OR	ROAD CLOSED AHEAD	
W020-4	48X48	16.00	BK	OR	MoDOT FL. OR	ONE LANE ROAD AHEAD	
W020-5	48X48	16.00	BK	OR	MoDOT FL. OR	RIGHT/CENTER/LEFT LANE CLOSED AHEAD	(4)

(1) SIGN DEPICTION, ARROW, BORDERS AND SPACING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "STANDARD HIGHWAY SIGNS" BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA.

(2) REFER TO THE LATEST EDITION OF MUTCD PART VI BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA FOR SIGN DEPICTION. ARROW, BORDERS AND SPACING SHALL CONFORM TO THE GUIDELINES SET FORTH IN THE LATEST EDITION OF "STANDARD HIGHWAY SIGNS" BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA.

(3) ARROW, BORDERS AND SPACING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "STANDARD HIGHWAY SIGNS" BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA.

(4) USE OF A SUPPLEMENTAL PLATE FOR LINE 1 IS ACCEPTABLE.

(5) PLAQUE AND APPLICABLE REGULATORY SIGN MAY BE MANUFACTURED AS ONE SIGN.

GENERAL NOTES:

SIGN LAYOUTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "STANDARD HIGHWAY SIGNS" BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA, UNLESS SPECIFIED OTHERWISE.

SIGN DIMENSIONS SHOWN ARE MINIMUM. NO ADDITIONAL PAYMENT WILL BE MADE IF CONTRACTORS USE LARGER SIGNS.

NO ADDITIONAL PAYMENT WILL BE MADE FOR PLATES.

GENERAL NOTES:
ALL PLAQUES SHALL HAVE A BORDER. PLATES SHALL NOT HAVE A BORDER.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

STATE OF MISSOURI
KATHRYN PHILLIPS HARVEY
NUMBER PE-23751
PROFESSIONAL ENGINEER
THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.

TEMPORARY TRAFFIC CONTROL DEVICES

WARNING SIGNS

DATE EFFECTIVE: 08/01/2009
DATE PREPARED: 6/17/2009

616.10AL

SHEET NO. 6 OF 8

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

SIGN	SIZE (IN.)	AREA (SQ. FT.)	COLOR SYM. LEG. BRD.	COLOR BACK GROUND	SHEETING	DESCRIPTION	
WARNING SIGNS							
W020-5a	48X48	16.00	BK	OR	MoDOT FL. OR	RIGHT/CENTER/LEFT TWO LANES CLOSED AHEAD	(4)
W020-6a	48X48	16.00	BK	OR	MoDOT FL. OR	RIGHT/CENTER/LEFT LANE CLOSED	(3)(4)
W020-7a	48X48	16.00	BK	OR	MoDOT FL. OR	FLAGGER (SYMBOL) WITH FLAGS	
W021-2	36X36	9.00	BK	OR	MoDOT FL. OR	FRESH OIL	
W021-5b	48X48	16.00	BK	OR	MoDOT FL. OR	SHOULDER WORK AHEAD	(3)
W022-1	48X48	16.00	BK	OR	MoDOT FL. OR	BLASTING ZONE AHEAD	
W022-2	42X36	10.50	BK	OR	MoDOT FL. OR	TURN OFF 2-WAY RADIO AND PHONE	
W022-3	42X36	10.50	BK	OR	MoDOT FL. OR	END BLASTING ZONE	
W022-6e	**21X15**	**2.19**	**BK**	**OR**	**MoDOT FL. OR**	**WET PAINT (ARROW PIVOTS)**	(3)
SPECIAL	48X48	16.00	BK	OR	MoDOT FL. OR	GROOVED PAVEMENT AHEAD	(3)
GUIDE SIGNS							
E05-1	36X48	12.00	BK	OR	MoDOT FL. OR	GORE EXIT	(3)
G020-1	60X24	10.00	BK	OR	MoDOT FL. OR	ROAD WORK NEXT XX MILES	
G020-2	48X24	8.00	BK	OR	MoDOT FL. OR	END ROAD WORK	
G020-4	36X18	4.50	BK	OR	MoDOT FL. OR	PILOT CAR FOLLOW ME	
SPECIAL	42X30	8.75	BK	OR	MoDOT FL. OR	PLEASE WAIT FOR PILOT CAR	(3)
G023-1	36X12	3.00	BK	OR	MoDOT FL. OR	WORK ZONE (PLAQUE)	(3) (5)
M04-8a	24X18	3.00	BK	OR	MoDOT FL. OR	END DETOUR	
M04-9L	48X36	12.00	BK	OR	MoDOT FL. OR	DETOUR (LEFT ARROW)	
M04-9R	48X36	12.00	BK	OR	MoDOT FL. OR	DETOUR (RIGHT ARROW)	
M04-10L	48X18	6.00	BK	OR	MoDOT FL. OR	DETOUR (ARROW LEFT)	
M04-10R	48X18	6.00	BK	OR	MoDOT FL. OR	DETOUR (ARROW RIGHT)	
REGULATORY SIGNS							
R1-1	48X48	13.25	WH	RD	MoDOT TYPE 3	STOP	
R1-2	48 TRI.	6.93	RD	WH	MoDOT TYPE 3	YIELD	
R1-2a	36X36	9.00	BK	WH	MoDOT TYPE 3	TO ONCOMING TRAFFIC (PLAQUE)	
R1-3	20X9	1.25	WH	RD	MoDOT TYPE 3	X-WAY (PLAQUE)	
R2-1	36X48	12.00	BK	WH	MoDOT TYPE 3	SPEED LIMIT XX	
R3-1	48X48	16.00	BK/RD	WH	MoDOT TYPE 3	NO RIGHT TURN (SYMBOL)	
R3-2	48X48	16.00	BK/RD	WH	MoDOT TYPE 3	NO LEFT TURN (SYMBOL)	
R3-3	36X36	9.00	BK	WH	MoDOT TYPE 3	NO TURNS	
R3-4	48X48	16.00	BK/RD	WH	MoDOT TYPE 3	NO U-TURN (SYMBOL)	
R3-7L	30X30	6.25	BK	WH	MoDOT TYPE 3	LEFT LANE MUST TURN LEFT	
R3-7R	30X30	6.25	BK	WH	MoDOT TYPE 3	RIGHT LANE MUST TURN RIGHT	
R4-1	36X48	12.00	BK	WH	MoDOT TYPE 3	DO NOT PASS	
R4-2	36X48	12.00	BK	WH	MoDOT TYPE 3	PASS WITH CARE	
R4-7a	36X48	12.00	BK	WH	MoDOT TYPE 3	KEEP RIGHT (HORIZONTAL ARROW)	
R4-8a	36X48	12.00	BK	WH	MoDOT TYPE 3	KEEP LEFT (HORIZONTAL ARROW)	
R5-1	30X30	6.25	RD	WH	MoDOT TYPE 3	DO NOT ENTER	
R5-1a	36X24	6.00	WH	RD	MoDOT TYPE 3	WRONG WAY	
R6-1L	48X18	6.00	BK	WH	MoDOT TYPE 3	ONE WAY ARROW (LEFT)	
R6-1R	48X18	6.00	BK	WH	MoDOT TYPE 3	ONE WAY ARROW (RIGHT)	
R6-2L	24X30	5.00	BK	WH	MoDOT TYPE 3	ONE WAY (LEFT)	
R6-2R	24X30	5.00	BK	WH	MoDOT TYPE 3	ONE WAY (RIGHT)	
R10-6	24X36	6.00	BK	WH	MoDOT TYPE 3	STOP HERE ON RED (45° ARROW)	
R11-2	48X30	10.00	BK	WH	MoDOT TYPE 3	ROAD CLOSED	
R11-3a	60X30	12.50	BK	WH	MoDOT TYPE 3	ROAD CLOSED XX MILES AHEAD LOCAL TRAFFIC ONLY	
R11-4	60X30	12.50	BK	WH	MoDOT TYPE 3	ROAD CLOSED TO THRU TRAFFIC	
CONST-3A	60X48	20.00	BK	OR/WH	MoDOT FL.OR/TYPE 3	FINE SIGN	(3)
CONST-3X	56X12	4.67	BK	WH	MoDOT TYPE 3	SPEEDING/PASSING (PLATE)	(3)

(1) SIGN DEPICTION, ARROW, BORDERS AND SPACING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "STANDARD HIGHWAY SIGNS" BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA.

(2) REFER TO THE LATEST EDITION OF MUTCD PART VI BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA FOR SIGN DEPICTION. ARROW, BORDERS AND SPACING SHALL CONFORM TO THE GUIDELINES SET FORTH IN THE LATEST EDITION OF "STANDARD HIGHWAY SIGNS" BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA.

(3) ARROW, BORDERS AND SPACING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "STANDARD HIGHWAY SIGNS" BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA.

(4) USE OF A SUPPLEMENTAL PLATE FOR LINE 1 IS ACCEPTABLE.

(5) PLAQUE AND APPLICABLE REGULATORY SIGN MAY BE MANUFACTURED AS ONE SIGN.

GENERAL NOTES:

SIGN LAYOUTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "STANDARD HIGHWAY SIGNS" BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA, UNLESS SPECIFIED OTHERWISE.

SIGN DIMENSIONS SHOWN ARE MINIMUM. NO ADDITIONAL PAYMENT WILL BE MADE IF CONTRACTORS USE LARGER SIGNS.

NO ADDITIONAL PAYMENT WILL BE MADE FOR PLATES.

ALL PLAQUES SHALL HAVE A BORDER. PLATES SHALL NOT HAVE A BORDER.

MoDOT

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

STATE OF MISSOURI
KATHRYN PHILLIPS HARVEY
NUMBER PE-23751
PROFESSIONAL ENGINEER
THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.

TEMPORARY TRAFFIC CONTROL DEVICES

WARNING, GUIDE AND REGULATORY SIGNS

DATE EFFECTIVE: 08/01/2009
DATE PREPARED: 6/17/2009

616.10AL

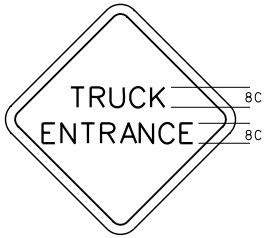
SHEET NO. 7 OF 8

STP-5403 (657) TOMAHAWK - VOGEL OVERLAY JEFFERSON COUNTY, MISSOURI

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

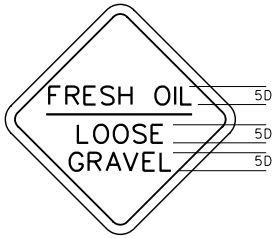
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

W05-5 (3)

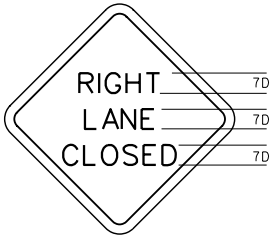


W08-6c (3)

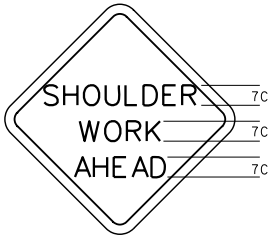
W012-2x (3)



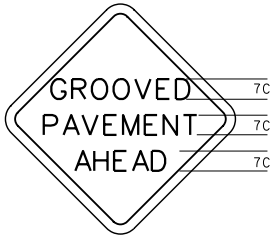
SPECIAL (3)



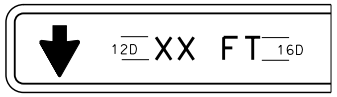
W020-6a (3)(4)



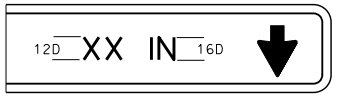
W021-5b (3)



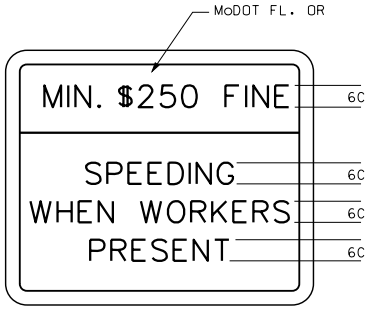
SPECIAL (3)



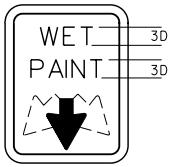
W012-3a (3)



W012-3b (3)



CONST-3A (3)



W022-6e (3)

G023-1 (3)

SPECIAL (3)

SPECIAL (3)

CONST-3X (3)

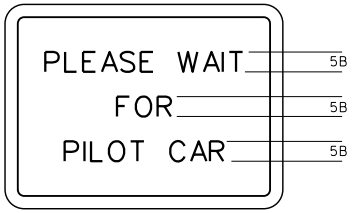
(1) SIGN DEPICTION, ARROW, BORDERS AND SPACING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "STANDARD HIGHWAY SIGNS" BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA.

(2) REFER TO THE LATEST EDITION OF MUTCD PART VI BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA FOR SIGN DEPICTION. ARROW, BORDERS AND SPACING SHALL CONFORM TO THE GUIDELINES SET FORTH IN THE LATEST EDITION OF "STANDARD HIGHWAY SIGNS" BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA.

(3) ARROW, BORDERS AND SPACING SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "STANDARD HIGHWAY SIGNS" BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA.

(4) USE OF A SUPPLEMENTAL PLATE FOR LINE 1 IS ACCEPTABLE.

(5) PLAQUE AND APPLICABLE REGULATORY SIGN MAY BE MANUFACTURED AS ONE SIGN.



SPECIAL (3)

GENERAL NOTES:

SIGN LAYOUTS SHALL BE IN ACCORDANCE WITH THE LATEST EDITION OF "STANDARD HIGHWAY SIGNS" BY THE U.S. DEPARTMENT OF TRANSPORTATION - FHWA UNLESS SPECIFIED OTHERWISE.

SIGN DIMENSIONS SHOWN ARE MINIMUM. NO ADDITIONAL PAYMENT WILL BE MADE IF CONTRACTORS USE LARGER SIGNS.

NO ADDITIONAL PAYMENT WILL BE MADE FOR PLATES.

ALL PLAQUES SHALL HAVE A BORDER. PLATES SHALL NOT HAVE A BORDER.

LETTER DIMENSIONS SHALL BE AS SHOWN.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

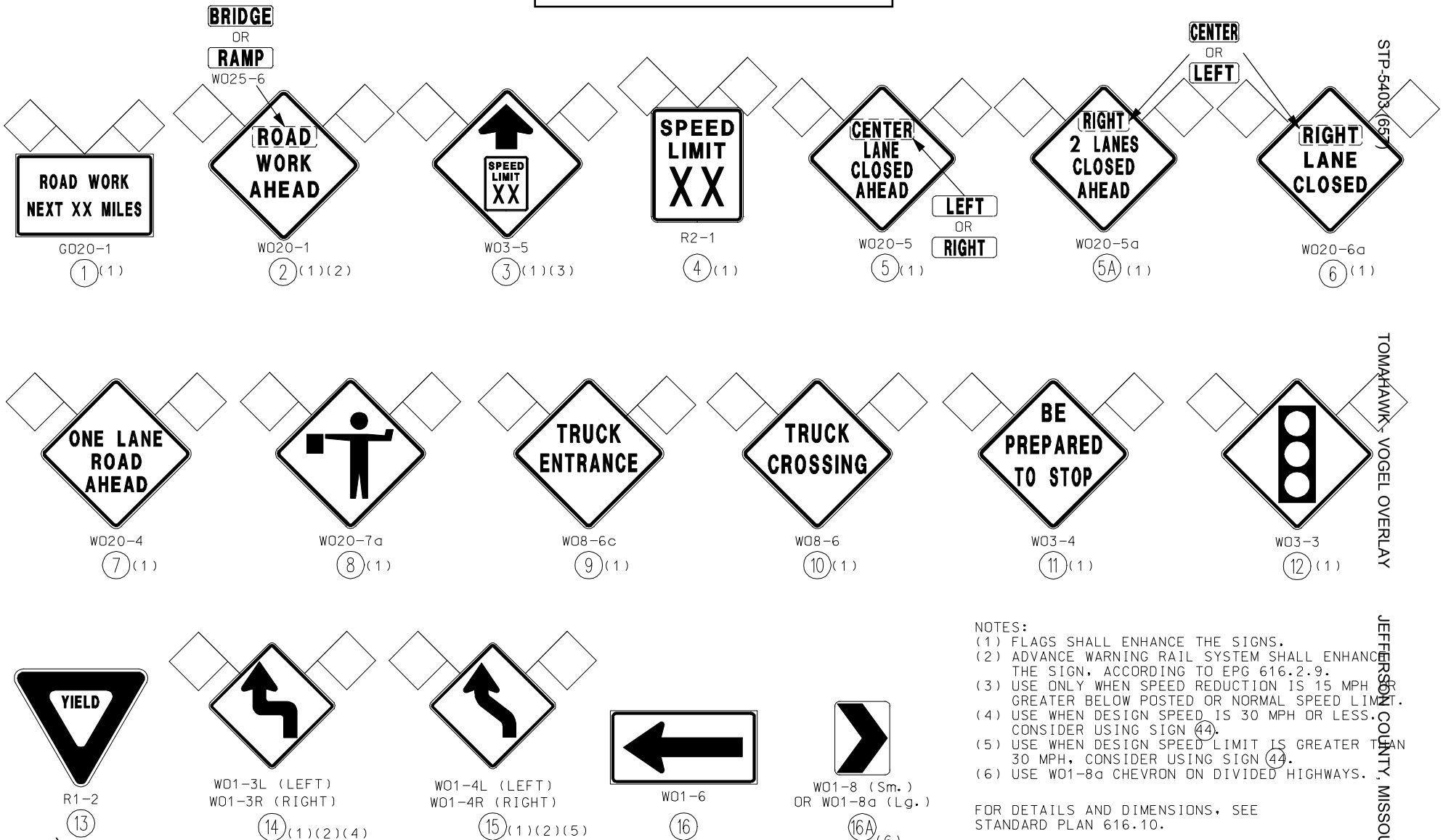
STATE OF MISSOURI
KATHRYN PHILLIPS HARVEY
NUMBER PE-23751
PROFESSIONAL ENGINEER
THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.

TEMPORARY TRAFFIC CONTROL DEVICES

DATE EFFECTIVE: 08/01/2009
DATE PREPARED: 6/17/2009

616.10AL

SHEET NO. 8 OF 8



NOTES:
(1) FLAGS SHALL ENHANCE THE SIGNS.
(2) ADVANCE WARNING RAIL SYSTEM SHALL ENHANCE THE SIGN, ACCORDING TO EPG 616.2.9.
(3) USE ONLY WHEN SPEED REDUCTION IS 15 MPH OR GREATER BELOW POSTED OR NORMAL SPEED LIMIT.
(4) USE WHEN DESIGN SPEED IS 30 MPH OR LESS. CONSIDER USING SIGN 44.
(5) USE WHEN DESIGN SPEED LIMIT IS GREATER THAN 30 MPH, CONSIDER USING SIGN 44.
(6) USE W01-8a CHEVRON ON DIVIDED HIGHWAYS.

FOR DETAILS AND DIMENSIONS, SEE STANDARD PLAN 616.10.

Signs and Devices Legend

Figure 616

STP-5403 (65)

TOMAHAWK - VOGEL OVERLAY

JEFFERSON COUNTY, MISSOURI

Sheet 1 of 4

M04-10R (RIGHT)
M04-10L (LEFT)
17

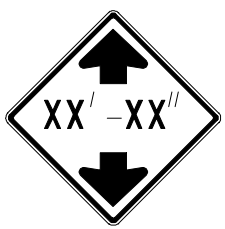
W020-2
18

W020-3
20 (1)

W021-5b
21

W08-9
22

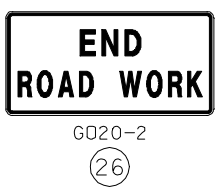
W08-9a
23



W012-2

W012-2x
24

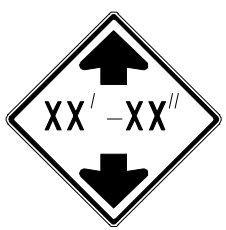
(NORMAL SPEED)
R2-1
25



G020-2
26

M04-9R (RIGHT)
M04-9L (LEFT)
27

(5)



W012-2

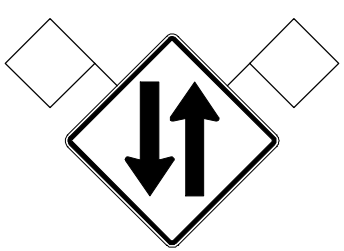
W012-2x
28

R11-2
29

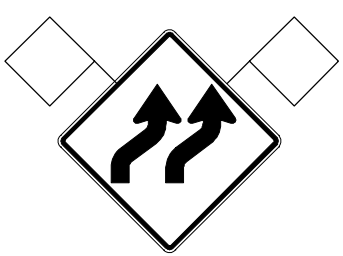
(7)

(7)

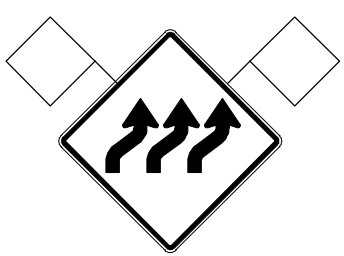
W012-3a
W012-3b
30



W06-3
31 (1)



W01-4bR (RIGHT)
W01-4bL (LEFT)
32 (1)(2)



W01-4cR (RIGHT)
W01-4cL (LEFT)
33 (1)(2)

NOTES:
(7) TYPE B WARNING LIGHTS

FOR DETAILS AND DIMENSIONS, SEE STANDARD PLAN 616.10.

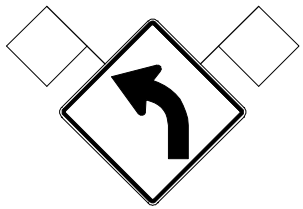
Signs and Devices Legend

Figure 616

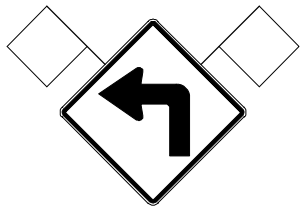
W05-5
34 (1)(2)

W08-12
35 (1)

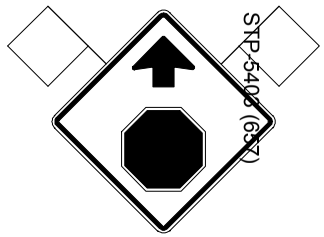
W08-11
36 (1)



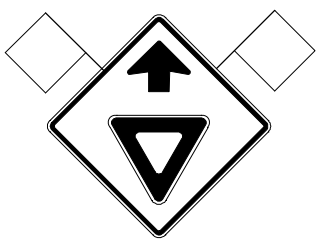
W01-2L (LEFT)
W01-2R (RIGHT)
37 (1)(2)(5)



W01-1L (LEFT)
W01-1R (RIGHT)
38 (1)(2)(4)



W03-1a
39 (1)

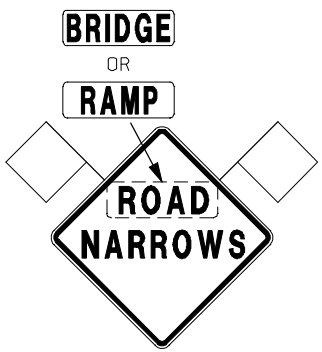


W03-2a
40 (1)

R1-1
41

R1-3
41A (8)

R4-7a
42



W05-1
43 (1)

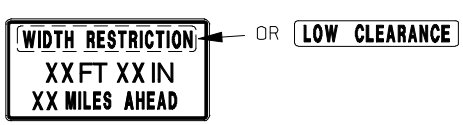
W013-1
44 (9)(10)

W07-3
44A (9)

R4-1
46

R4-2
46A

R10-6
47



48

NOTES:
(8) ONLY FOR USE WITH STOP SIGN WHEN CONDITION EXISTS. FOR ONE-WAY OR TWO-WAY STOP, A PLATE IS NOT USED.
(9) ONLY USED IN COMBINATION WITH WARNING SIGN.
(10) SHOULD BE USED WHEN THE DESIGN SPEED IS LESS THAN THE POSTED WORK ZONE SPEED.
FOR DETAILS AND DIMENSIONS, SEE STANDARD PLAN 616.10.

Signs and Devices Legend

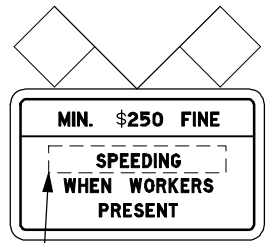
Figure 616

E05-1

49

M04-8a

52



CONST -3A

53 (1)

OR

CONST -3X

53A

G023-1

54

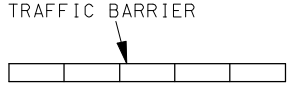
TEMPORARY RAISED
PAVEMENT MARKERS

TUBULAR MARKERS

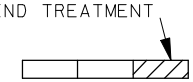
CHANNELIZERS (11)

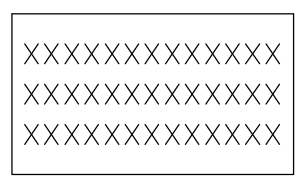
DIRECTIONAL INDICATOR
BARRICADES

TYPE F TEMPORARY CONCRETE
TRAFFIC BARRIER

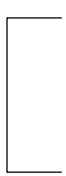


END TREATMENT

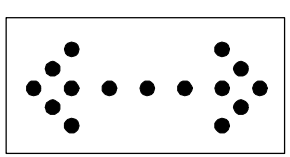




CHANGEABLE
MESSAGE SIGN (CMS)



TYPE III
MOVABLE
BARRICADE



FLASHING
ARROW PANEL

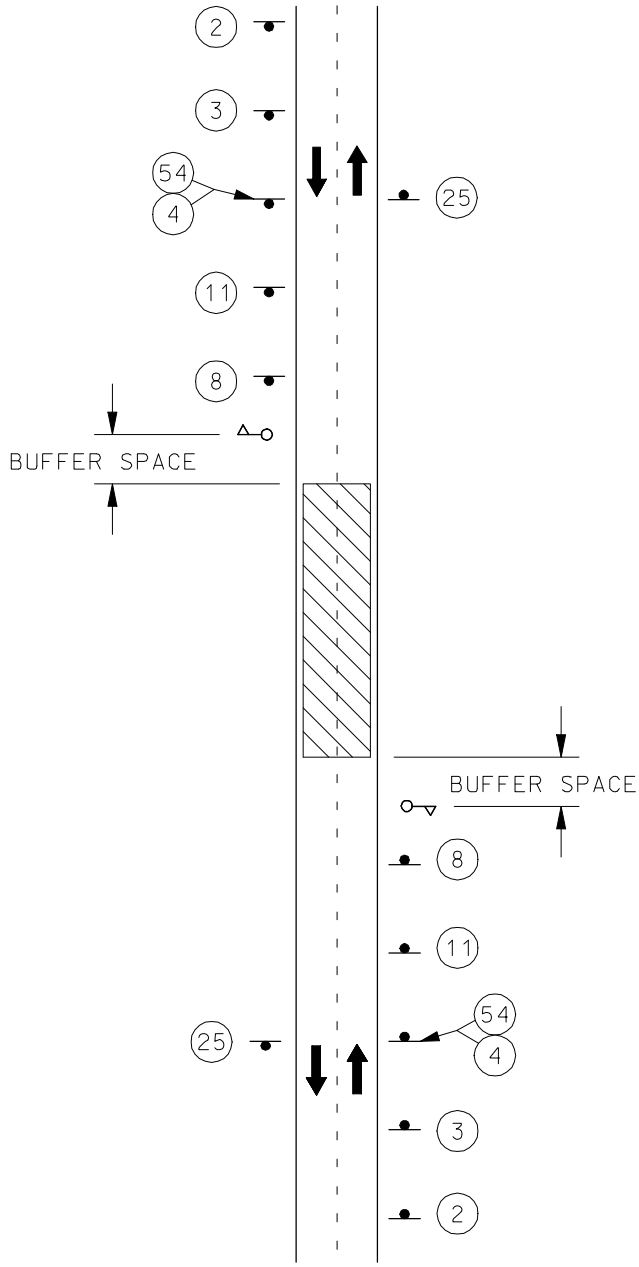
FLAGGER

NOTES:
(11) CONES ALLOWABLE FOR DAYLIGHT OPERATIONS
ON MINOR ROADS ONLY.

FOR DETAILS AND DIMENSIONS, SEE
STANDARD PLAN 616.10.

Signs and Devices Legend

Figure 616



NOTES:

A CMS MAY BE USED IN ADDITION TO THIS SIGNING.

PROVIDE SIGNS ON LEFT AND RIGHT SIDE OF DIVIDED HIGHWAYS.

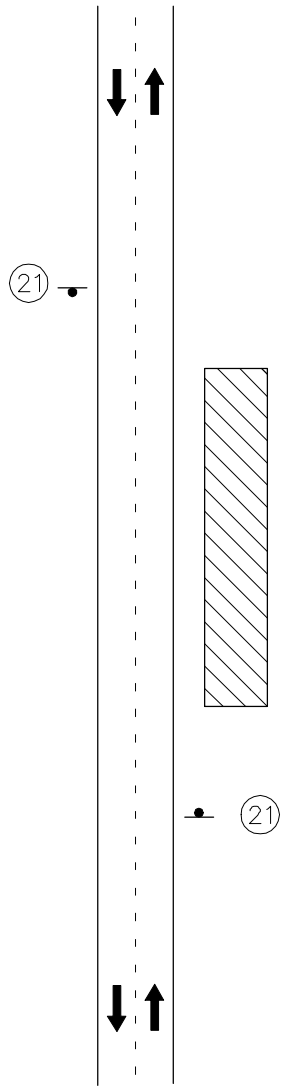
SIGNS 3, 4, 25 AND 54 NOT NEEDED IF CLOSURE IS LOCATED IN THE LIMITS OF AN ACTIVITY AREA WHERE AN APPROPRIATE SPEED LIMIT, EITHER NORMAL OR REDUCED, IS ESTABLISHED.

SIGN 2 NOT NEEDED IF CLOSURE IS LOCATED WITHIN THE LIMITS OF AN ACTIVITY AREA WHERE ANOTHER SIGN 2 IS ALREADY USED.

SEE FIGURE 616.1.2 FOR SIGN SPACING.

Temporary Road Closure

Figure 616.0.3



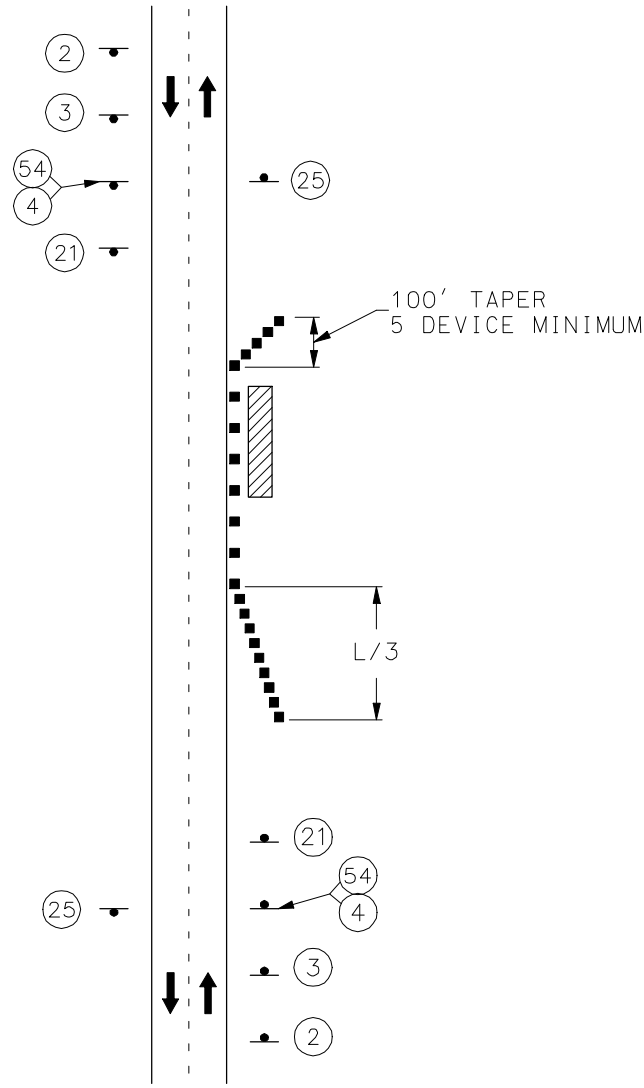
NOTES:

ONLY APPLICABLE WHEN WORK IS WITHIN THE CLEAR ZONE.

PROVIDE SIGNS ON LEFT AND RIGHT SIDES OF DIVIDED HIGHWAYS.

SEE FIGURE 616.1.2 FOR SIGN SPACING.

Work Beyond Shoulder



NOTES:

PROVIDE SIGNS ON LEFT AND RIGHT SIDES OF DIVIDED HIGHWAYS.

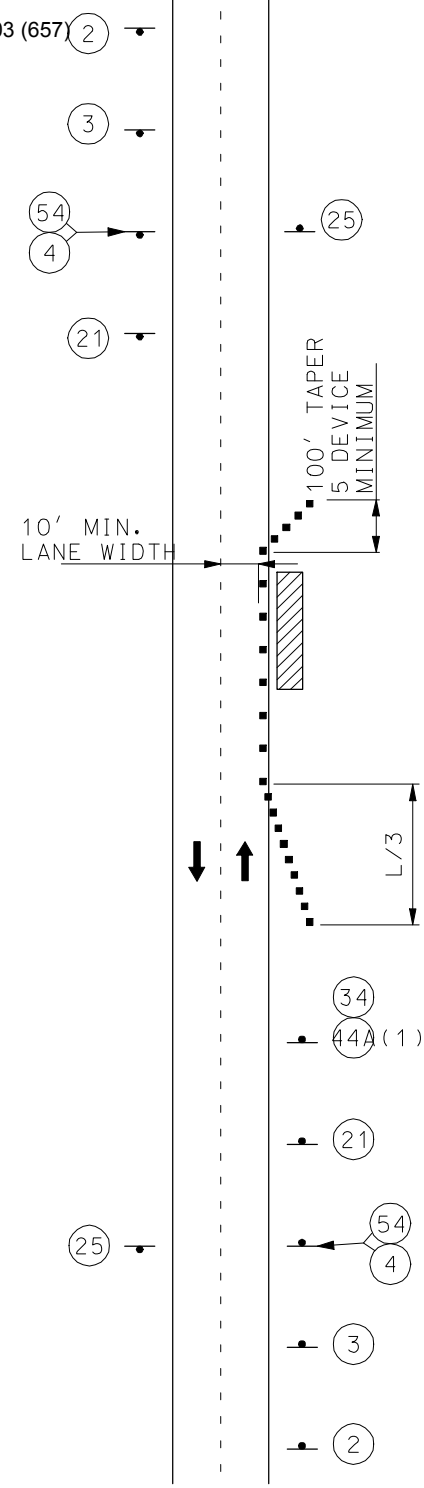
SIGNS 3, 4, 25 AND 54 NOT NEEDED IF SHOULDER WORK IS LOCATED WITHIN THE LIMITS OF AN ACTIVITY AREA WHERE AN APPROPRIATE SPEED LIMIT, EITHER NORMAL OR REDUCED, IS ESTABLISHED.

SIGN 2 NOT NEEDED IF SHOULDER WORK IS LOCATED WITHIN THE LIMITS OF AN ACTIVITY AREA WHERE ANOTHER SIGN 2 IS ALREADY USED.

SEE FIGURE 616.1.2 FOR SIGN SPACING, DEVICE SPACING AND CHANNELIZING TAPER LENGTHS.

Work on Shoulder with No Travelway Encroachment

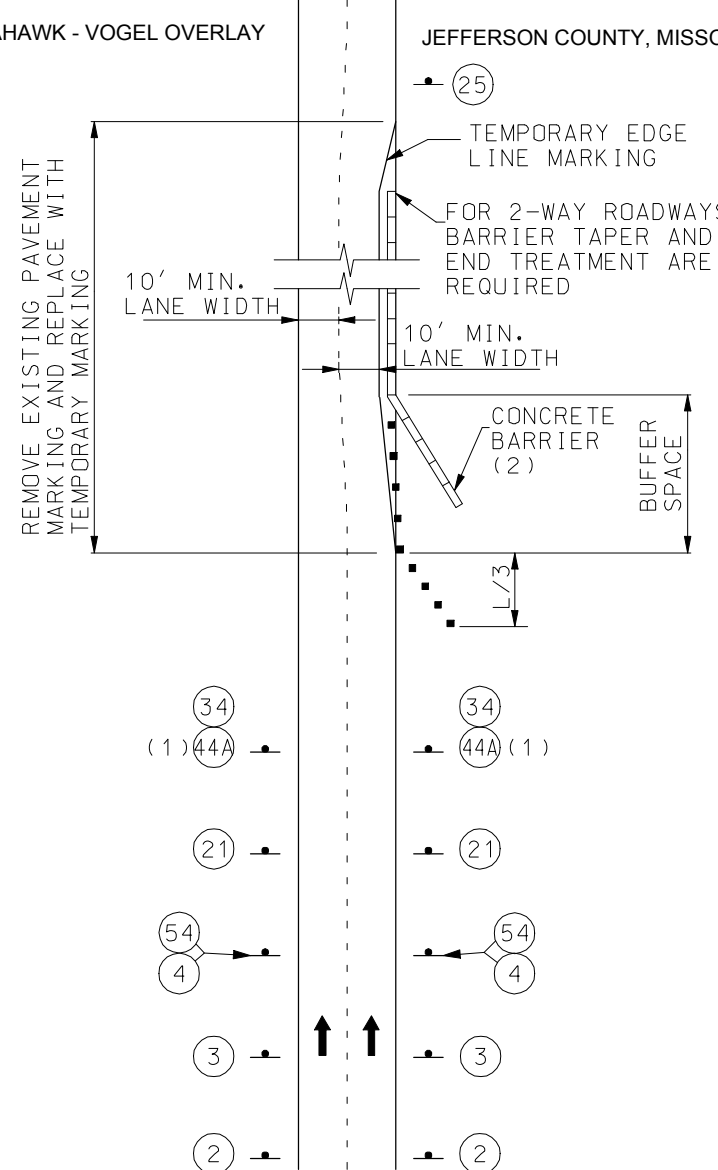
Shoulder Work
Figure 616.0.4



NOTES:

PROVIDE SIGNS ON LEFT AND RIGHT SIDE OF DIVIDED HIGHWAYS.

Minor Travelway Encroachment



NOTES:

IF SHOULDER IS SUITABLE FOR CARRYING TRAFFIC, LANES MAY BE SHIFTED TO SHOULDER WITH APPROPRIATE PAVEMENT MARKING.

ON NON-DIVIDED HIGHWAYS, PROVIDE SIGNS ONLY ON THE RIGHT SIDE OF EACH APPROACH.

Reduced Lane Widths

GENERAL NOTES:

SEE FIGURE 616.1.2 FOR SIGN SPACING, DEVICE SPACING AND CHANNELIZING TAPER LENGTHS.

SIGN 2 NOT NEEDED IF SHOULDER WORK IS LOCATED WITHIN THE LIMITS OF AN ACTIVITY AREA WHERE ANOTHER SIGN 2 IS ALREADY USED.

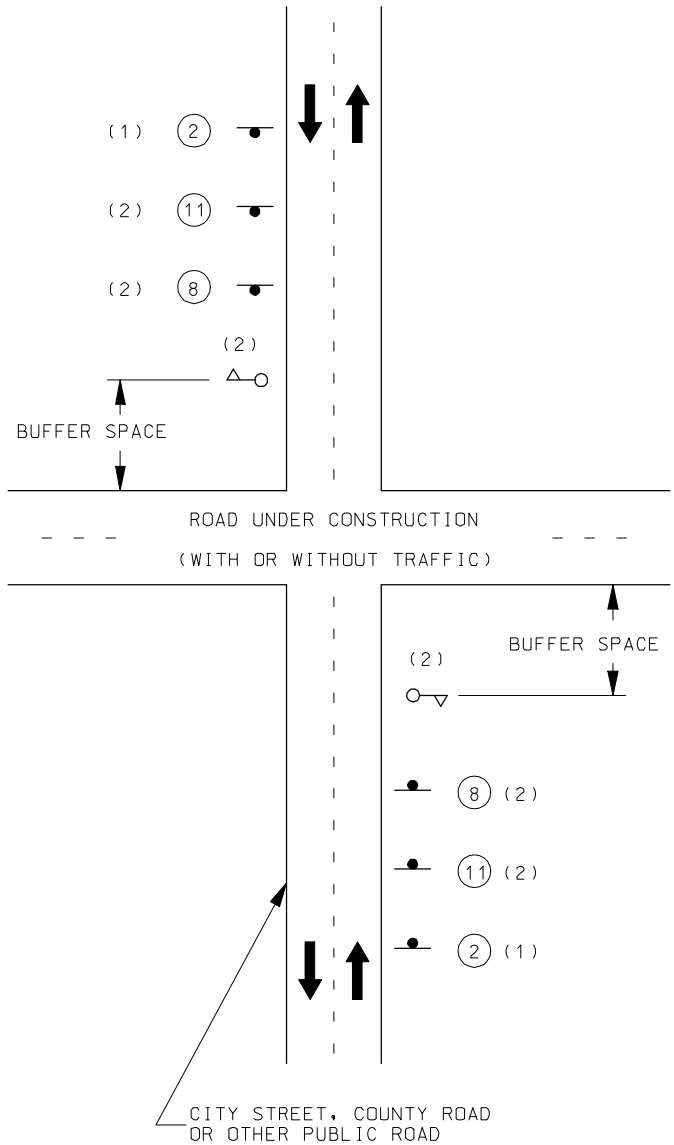
SIGNS 3 , 4 , 25 AND 54 NOT NEEDED IF SHOULDER WORK IS LOCATED WITHIN THE LIMITS OF AN ACTIVITY AREA WHERE AN APPROPRIATE SPEED LIMIT, EITHER NORMAL OR REDUCED, IS ESTABLISHED.

(1) SIGN 44A NOT REQUIRED FOR NARROW LANE SECTIONS LESS THAN ONE MILE.
(2) FLARE BARRIER TO EXTEND BEYOND CLEAR ZONE OR FLARE BARRIER TO EDGE LINE AND USE APPROVED END TREATMENT.

Shoulder Work

Figure 616.0.4

Public Road Crossing Another Road Under Construction



NOTES:

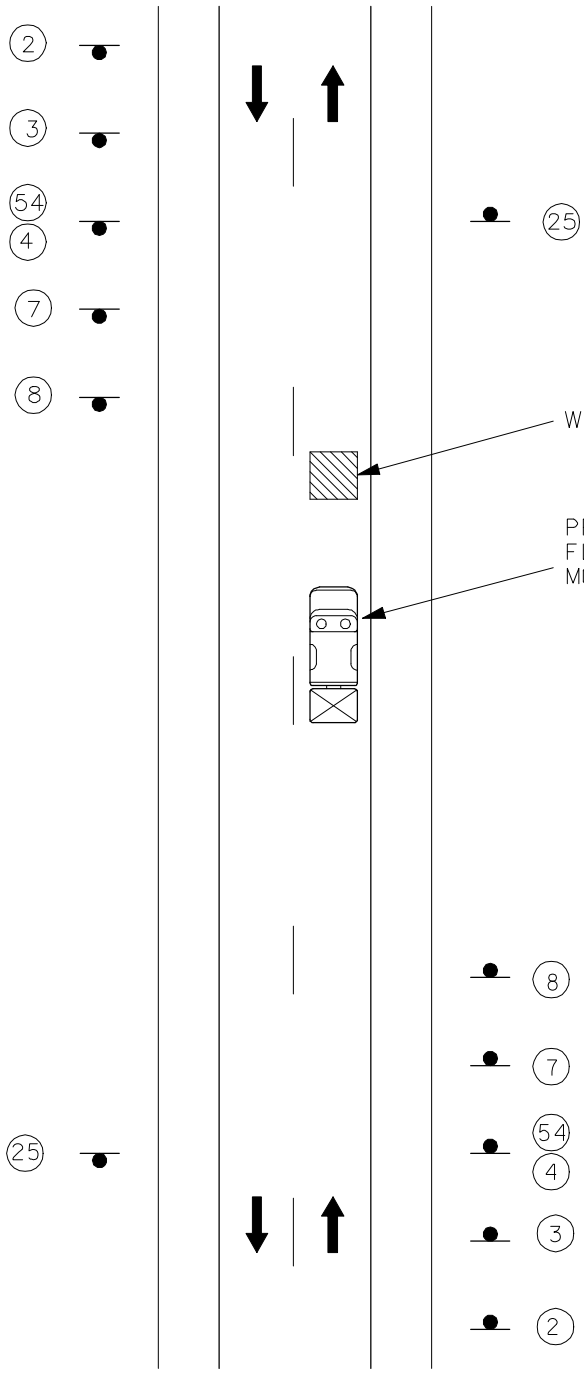
SEE FIGURE 616.1.2 FOR SIGN SPACING.

ADDITIONAL SIGNING MAY BE REQUIRED BASED ON WORK ZONE ACTIVITIES.

(1) SIGN 2 REQUIRED FOR ALL PUBLIC ROAD APPROACHES TO THE WORK ZONE.

(2) FLAGGER AND SIGNING ONLY REQUIRED WHERE EQUIPMENT IS CROSSING THE ROAD OR OTHER CONDITIONS REQUIRING FLAGGER CONTROL EXIST.

Figure 616.0.6



NOTES:

SEE FIGURE 616.1.2 FOR SIGN SPACING.

FLASHING ARROW PANELS SHALL BE OPERATED IN CAUTION MODE.

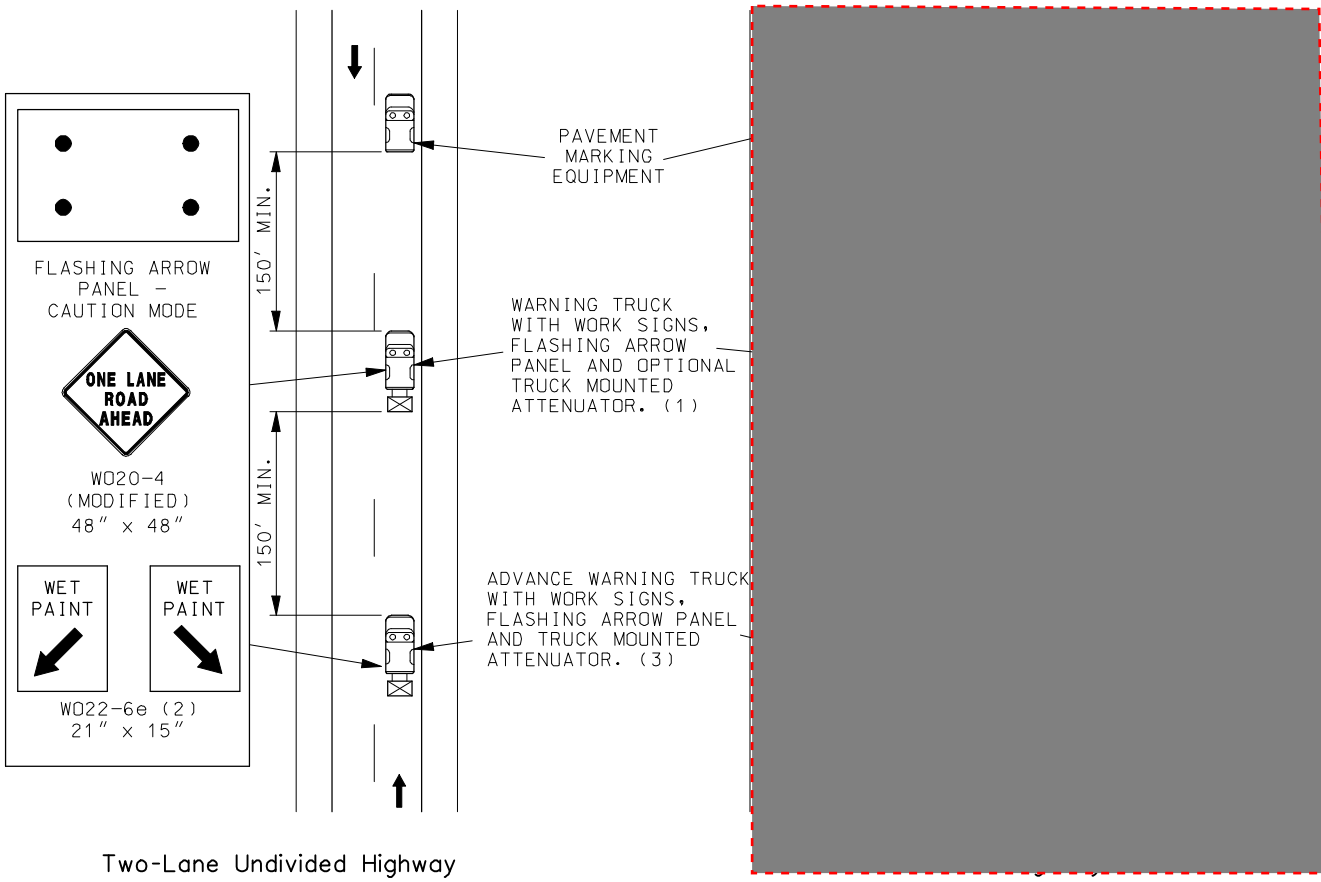
UPON APPROVAL OF THE ENGINEER, THE CONTRACTOR MAY PROVIDE ADDITIONAL PROTECTIVE TRUCKS EQUIPPED WITH PROPER WARNING DEVICES.

THE FLAGGER POSITION SHOULD BE LOCATED WHERE THEY WILL PROVIDE THE MOST VALUE TO THE MOTORIST AND THE WORK CREW.

FOR SHORT DISTANCE LANE CLOSURES, ONE FLAGGER MAY BE SUFFICIENT IF THERE IS ADEQUATE SIGHT DISTANCE FOR THE PROPER HANDLING OF TRAFFIC.

Two-Lane Undivided Highway
Moving Operation On Highway Open To Traffic

Figure 616.0.10



Two-Lane Undivided Highway

NOTES:

ALL SIGNS HAVE TYPE 3 FLUORESCENT ORANGE RETROREFLECTIVE SHEETING.

(1) TRUCK IS OPTIONAL ON TWO-LANE UNDIVIDED HIGHWAYS IF SIGNING AND ARROW BOARD IS MOUNTED ON THE PAVEMENT MARKING EQUIPMENT.

(2) WET PAINT SIGNS ARE INSTALLED TO INDICATE THE SIDE IN WHICH THE PAVEMENT MARKING MATERIAL IS BEING APPLIED. AT THE CONTRACTOR'S OPTION, A FRONT FACING WET PAINT SIGN MAY BE INSTALLED ON THE LEFT SIDE OF THE PAVEMENT MARKING EQUIPMENT.

(3) ADVANCE WARNING TRUCK IS POSITIONED AT THE NO TRACK POINT OF THE PAVEMENT MARKING MATERIAL OR SPACING SHOWN, WHICHEVER IS GREATER.

Pavement Marking
Moving Operation On Highway Open To Traffic

Figure 616.0.10

Sign Spacing, Device Spacing and Chanelizing Taper Lengths

TAPER LENGTHS AND SPACING OF CHANNELIZING DEVICES					
SPEED MPH (S)	MINIMUM TAPER LENGTHS (L) FOR LATERAL SHIFTS (W)			MAXIMUM CHANNELIZER SPACING	
	10 FT	11 FT	12 FT	THROUGH TAPER	THROUGH WORK AREA
0-35	205 FT	225 FT	245 FT	35 FT	50 FT
40-45	450 FT	495 FT	540 FT	40 FT	100 FT
50-55	550 FT	605 FT	660 FT	50 FT	100 FT
60-70	700 FT	770 FT	840 FT	60 FT	100 FT

SIGN SPACING FOR ADVANCE SIGN SERIES (1) (2)		
SPEED MPH (S)	NON-DIVIDED HIGHWAYS	DIVIDED HIGHWAYS
0-35	200 FT	200 FT
40-45	350 FT	500 FT
50-55	500 FT	1000 FT
60-70	1000 FT	1000 FT

TAPER LENGTH (L)

$L = W \times S$ FOR 45 MPH OR MORE

$L = \frac{WS^2}{60}$ FOR 40 MPH OR LESS

L = TAPER LENGTH IN FEET

W = LATERAL SHIFT IN FEET

S = POSTED SPEED PRIOR TO ROAD WORK IN MPH

TAPER LENGTHS AND END TREATMENTS FOR CONCRETE BARRIER				
SPEED MPH (S)	MINIMUM TAPER LENGTHS FOR LANE WIDTHS (3)			END TREATMENT (4)
	10 FT	11 FT	12 FT	
<40	160 FT	168 FT	176 FT	BARRIER HEIGHT TRANSITION
≥40	160 FT	168 FT	176 FT	APPROVED CRASH CUSHION

NOTES:

(1) SPACING BETWEEN SIGNS AND SPACING BETWEEN LAST SIGN AND FLAGGER, BEGINNING OF TAPER, OR SIGNED CONDITION.

(2) SPACINGS MAY BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS.

(3) TAPER LENGTHS SHOWN INCLUDE LENGTH REQUIRED FOR LANE AND 10 FT SHOULDER.

(4) CONCRETE BARRIER MAY BE INSTALLED AT AN 8:1 FLARE RATE FROM THE SHOULDER POINT TO THE LIMITS OF THE CLEAR ZONE WHERE THE SIDE SLOPE IS 6:1 OR FLATTER.

Figure 616.1.2

Sign Spacing, Device Spacing and Chanelizing Taper Lengths

TAPER LENGTHS AND SPACING OF CHANNELIZING DEVICES					
SPEED MPH (S)	MINIMUM TAPER LENGTHS (L) FOR LATERAL SHIFTS (W)			MAXIMUM CHANNELIZER SPACING	
	3.05 m	3.35 m	3.66 m	THROUGH TAPER	THROUGH WORK AREA
0-35	63 m	69 m	75 m	10 m	15 m
40-45	138 m	151 m	165 m	12 m	30 m
50-55	168 m	185 m	202 m	15 m	30 m
60-70	214 m	235 m	257 m	18 m	30 m

TAPER LENGTHS AND END TREATMENTS FOR CONCRETE BARRIER				
SPEED MPH (S)	MINIMUM TAPER LENGTHS FOR LANE WIDTHS (3)			END TREATMENT (4)
	3.0 m	3.4 m	3.7 m	
<40	49 m	52 m	54 m	BARRIER HEIGHT TRANSITION
≥40	49 m	52 m	54 m	APPROVED CRASH CUSHION

SIGN SPACING FOR ADVANCE SIGN SERIES (1) (2)		
SPEED MPH (S)	NON-DIVIDED HIGHWAYS	DIVIDED HIGHWAYS
0-35	60 m	60 m
40-45	105 m	150 m
50-55	150 m	300 m
60-70	300 m	300 m

TAPER LENGTH (L)

$L = W \times S$ FOR 45 MPH OR MORE

$L = \frac{WS^2}{60}$ FOR 40 MPH OR LESS

L = TAPER LENGTH IN METERS

W = LATERAL SHIFT IN METERS

S = POSTED SPEED PRIOR TO ROAD WORK IN MPH

NOTES:

(1) SPACING BETWEEN SIGNS AND SPACING BETWEEN LAST SIGN AND FLAGGER, BEGINNING OF TAPER, OR SIGNED CONDITION.

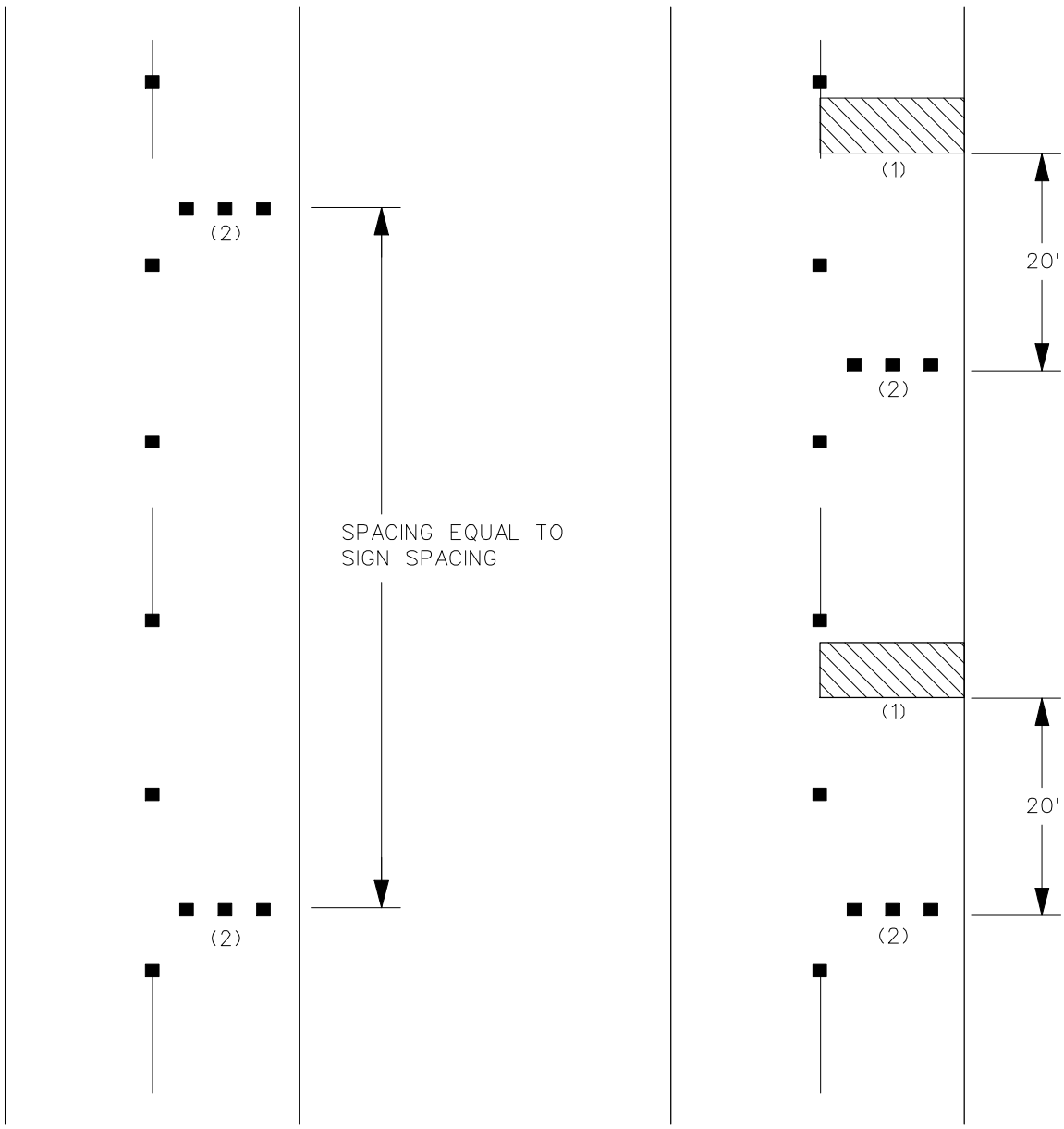
(2) SPACINGS MAY BE ADJUSTED AS NECESSARY TO MEET FIELD CONDITIONS.

(3) TAPER LENGTHS SHOWN INCLUDE LENGTH REQUIRED FOR LANE AND 3.0 m SHOULDER.

(4) CONCRETE BARRIER MAY BE INSTALLED AT AN 8:1 FLARE RATE FROM THE SHOULDER POINT TO THE LIMITS OF THE CLEAR ZONE WHERE THE SIDE SLOPE IS 6:1 OR FLATTER.

Figure 616.1.2

Sheet 2 of 2



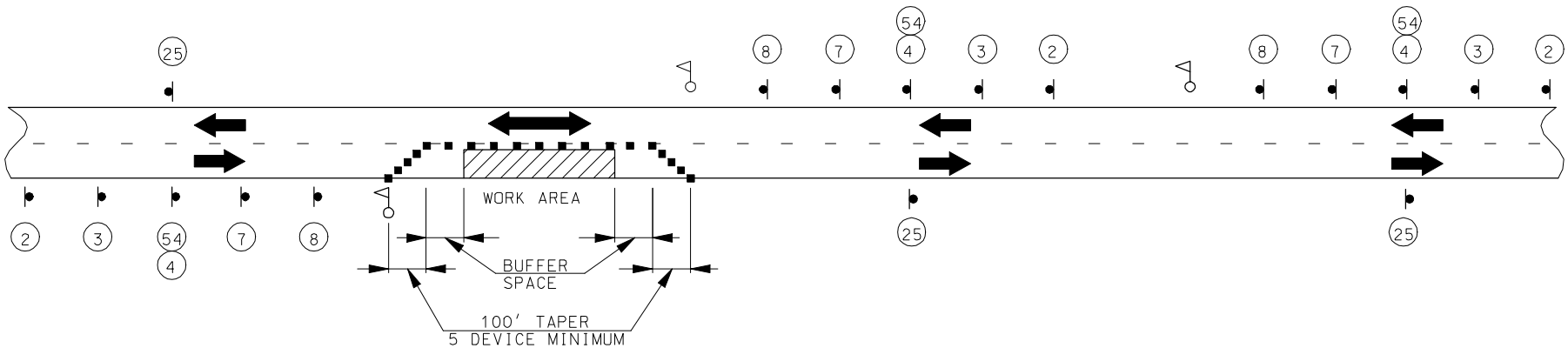
EXTENDED LENGTHS

HAZARDS IN CLOSED LANE

NOTES:
SEE FIGURE 616.1.2 FOR SIGN SPACING AND DEVICE SPACIG.
SPACING MAY BE ADJUSTED ON A CASE-BY-CASE BASIS.
(1) ACTIVE WORK AREAS IN LANE CLOSURE SUCH AS PAVEMENT REPAIR OR OTHER OPERATION.
(2) BARRICADES MAY BE USED IN LIEU OF CHANNELIZERS.

Figure 616.1.3

Flagger Control for Resurfacing or Moving Operation
One-Lane Two-Way Operation



SET 1

SET 2

SET 3

THIS SET OF SIGNS IS PLACED WITH SIGN LEGEND TURNED AWAY FROM BOTH DIRECTIONS OF TRAFFIC UNTIL RESURFACING OPERATIONS APPROACH THE LOCATION OF SIGN SET 2, THEN THE SIGNS ARE POSITIONED TO FACE ONCOMING TRAFFIC.

AFTER SET 3 SIGNS ARE ERECTED, THE SET 2 SIGNS ARE MOVED TO THE OPPOSITE SIDE OF THE ROAD. WHEN THE RESURFACING OPERATION HAS CLEARED THE SET 2 LOCATION THE REQUIRED SIGN SPACING DISTANCES, THE SET 2 SIGNS BECOME SET 1 SIGNS.

WHEN RELOCATED SET 2 SIGNS ARE PLACED IN OPERATION, SET 1 SIGNS ARE MOVED AHEAD OF THE RESURFACING AND BECOME SET 3 SIGNS.

NOTES:

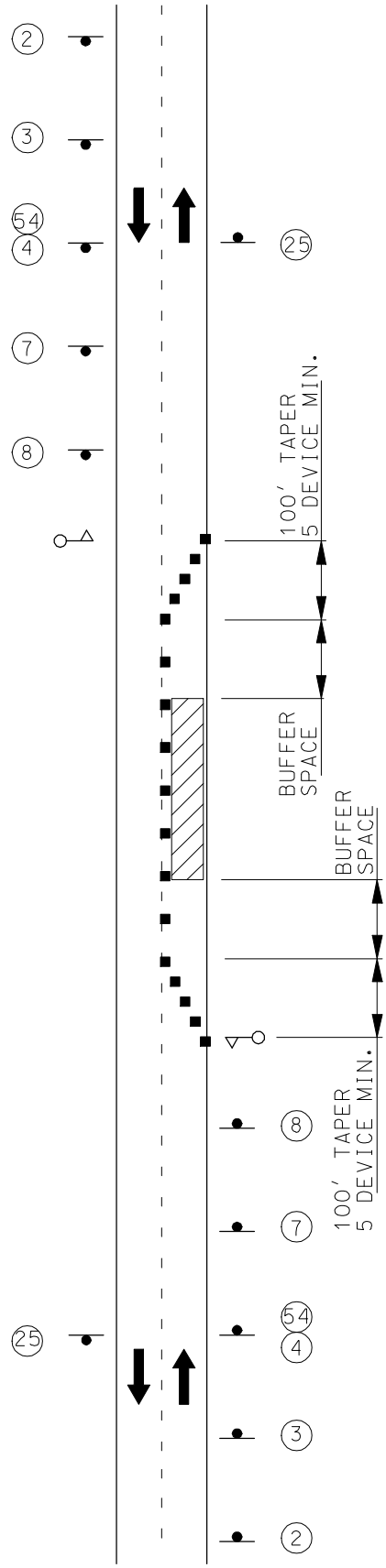
SEE FIGURE 616.1.2 FOR SIGN SPACING AND DEVICE SPACING.

DAYLIGHT FLAGGING OPERATIONS ONLY.

CHANNELIZING DEVICES LOCATED DOWNSTREAM OF THE ONE-LANE, TWO-WAY TAPER ARE OPTIONAL. THESE DEVICES SHOULD BE ELIMINATED WHEN THEIR USE WILL REDUCE THE USABLE LANE WIDTH, INCLUDING ANY ACCEPTABLE SHOULDERS, TO LESS THAN 10' OR WILL SIGNIFICANTLY AFFECT THE RESURFACING OPERATION.

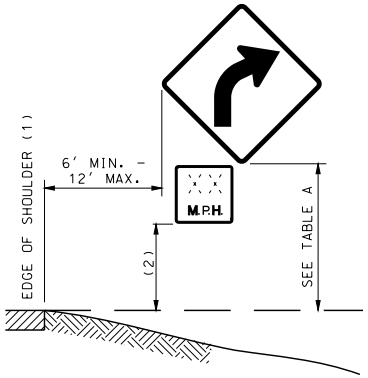
Figure 616.2.6

Flagger Control for Stationary Operation
One-Lane Two-Way Operation

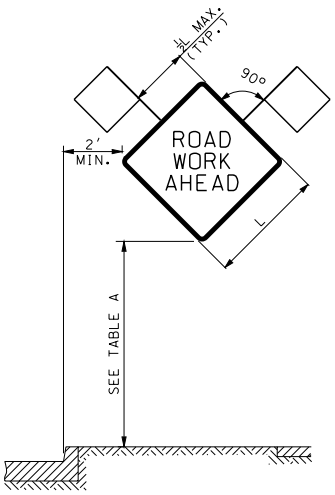


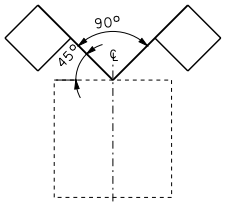
NOTES:

SEE FIGURE 616.1.2 FOR SIGN SPACING AND DEVICE SPACING.



(1) EDGE OF TRAVELED WAY WHERE THERE IS NO PAVED OR STABILIZED SHOULDER.
(2) ONE-FOOT LESS THAN MOUNTING HEIGHT NOTED IN TABLE A.





HEIGHT AND LATERAL LOCATIONS FOR POST AND PORTABLE SIGN MOUNTING

TYPE	SIGN SUPPORT	SIGN SUBSTRATE	MINIMUM MOUNTING HEIGHT(3)	USAGE LIMITATIONS	COMMENTS
POST	PERFORATED SQUARE STEEL TUBE U-CHANNEL WOOD	RIGID	5' RURAL UNDIVIDED HIGHWAYS 7' RURAL DIVIDED HIGHWAYS 7' URBAN HIGHWAYS	NONE	POSTS SHALL BE FREE OF ANY BRACING AND EXTEND NO FURTHER ABOVE THE SIGN EXCEPT AS NEEDED FOR WARNING LIGHT ATTACHMENT. SEE STANDARD PLAN 903.03 FOR POST INSTALLATION DETAILS. GALVANIZATION OF POSTS WILL NOT BE REQUIRED.
TYPE 1 PORTABLE	SKID FOLD-UP STAND	RIGID	5' RURAL UNDIVIDED HIGHWAYS 7' RURAL DIVIDED HIGHWAYS 7' URBAN HIGHWAYS	PERMITTED ONLY WHERE POST MOUNTING IS NOT FEASIBLE.	SYSTEMS SHALL COMPLY WITH CRASH TEST REQUIREMENTS OF NCHRP 350 TEST LEVEL 3 AND MAY BE PLACED ADJACENT TO OR WITHIN THE ROADWAY PROVIDED A MINIMUM LATERAL CLEARANCE OF 3 FEET, MEASURED HORIZONTALLY FROM THE EDGE OF THE SIGN TO THE EDGE OF DESIGNATED TRAVELED WAY, IS MAINTAINED.
TYPE 2 PORTABLE	EASEL FOLD-UP STAND SELF-DRIVING POST TYPE III MOVABLE BARRICADE SKID	FLEXIBLE RIGID	12"(4)	PERMITTED ONLY FOR INSTALLATION UP TO 3 DAYS(5). WHERE SIGNS ARE OBSCURED BY OTHER OBJECTS (I.E., TRAFFIC CONTROL DEVICES, PARKED VEHICLES, BARRIER, VEGETATION, ETC.) OR INSTALLED ON MULTI-LANE UNDIVIDED FACILITIES OR MULTI-LANE DIVIDED FACILITIES WITH 3 OR MORE LANES IN ONE DIRECTION, MOUNTING HEIGHTS SHALL BE AS SPECIFIED FOR POST-MOUNTED SIGNS.	SYSTEMS SHALL COMPLY WITH CRASH TEST REQUIREMENTS OF NCHRP 350 TEST LEVEL 3 AND MAY BE PLACE ADJACENT TO OR WITHIN ROADWAY PROVIDED A MINIMUM LATERAL CLEARANCE OF 3 FEET, MEASURED HORIZONTALLY FROM THE EDGE OF THE SIGN TO THE EDGE OF THE DESIGNATED TRAVELED WAY, IS MAINTAINED.
BARRIER	CONCRETE TRAFFIC BARRIER GUARDRAIL	FLEXIBLE RIGID	5' RURAL UNDIVIDED HIGHWAYS 7' RURAL DIVIDED HIGHWAYS 7' URBAN HIGHWAYS	PERMITTED ONLY WHERE LONGITUDINAL BARRIER IS PRESENT.	SYSTEMS SHALL PROVIDE POSITIVE CONNECTION TO THE BARRIER AND MINIMIZE POTENTIAL FOR VEHICLE SNAGGING.
VEHICLE	PAVEMENT MARKING EQUIPMENT PILOT CAR PROTECTIVE VEHICLE	FLEXIBLE RIGID	48" (6)	PERMITTED ONLY IN PILOT CAR OR MOVING OPERATIONS.	

(3) MEASURED FROM THE BOTTOM OF THE SIGN TO THE NEAR EDGE OF THE PAVEMENT.
(4) MOUNTING HEIGHTS FOR REGULATORY AND GUIDE SIGNS SHALL BE AS SPECIFIED FOR POST-MOUNTED SIGNS.
(5) SIGNS MOUNTED ON TYPE III BARRICADES, GORE EXIT SIGN, AND SIGNS FOR CROSWALK/SIDEWALK CLOSURES MAY BE LEFT IN PLACE FOR MORE THAN 3 DAYS.
(6) DEVIATIONS AS APPROVED BY THE ENGINEER.

TABLE A
WORK ZONE SIGN MOUNTING REQUIREMENTS

	POST TYPE		
SIGN AREA (SQ.FT.)	U-CHANNEL	WOOD	PERF. SQUARE STEEL TUBING
≤ 10	1 - 3.0 LB./FT.*	1 - 4" X 4"*	1 - 2" 12 GA.*
> 10 ≤ 16	2 - 3.0 LB./FT.	2 - 4" X 4" 1 - 4" X 6"*	2 - 2" 12 GA.
> 16 ≤ 24	2 - 3.0 LB./FT.	2 - 4" X 6"	3 - 2" 12 GA.**
> 24 ≤ 30	3 - 3.0 LB./FT.	2 - 4" X 6"	N/A
> 30 ≤ 50	N/A	2 - 6" X 6"	N/A

* SIGNS GREATER THAN 4 FEET IN WIDTH, EXCEPT DIAMOND SHAPE SIGNS, REQUIRE TWO POSTS.

** REQUIRES SLIP BASE PER MANUFACTURER'S RECOMMENDATION.

TABLE B
POST SIZE REQUIREMENTS

GENERAL NOTES:

LONGITUDINAL SPACING OF SIGNS SHOWN IN THE PLANS ARE PREFERRED MINIMUMS, BUT MAY BE ADJUSTED TO MEET EXISTING FIELD CONDITIONS WITH APPROVAL FROM THE ENGINEER.

SIGNS SHALL NOT BE MOUNTED IN OR ON CHANNELIZERS.

ALL POSTS AND SIGNS SHALL BE INSTALLED AND MAINTAINED IN A PLUMB POSITION.

CONSTRUCTION SIGNS SHALL NOT BE LOCATED ON SIDEWALKS, BICYCLE LANES, OR AREAS DESIGNATED FOR PEDESTRIAN OR BICYCLE TRAFFIC.

ALL BATTERY PACKS SEPARATE FROM WARNING LIGHT SHALL BE MOUNTED ON A SUPPORT POST NO HIGHER THAN 18" ABOVE GROUND LINE. IF USED, WARNING LIGHTS SHALL NOT COVER ANY PORTION OF THE SIGN FACE.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

STATE OF MISSOURI
KATHRYN PHILLIPS HARVEY
NUMBER PE-23751
PROFESSIONAL ENGINEER
THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.

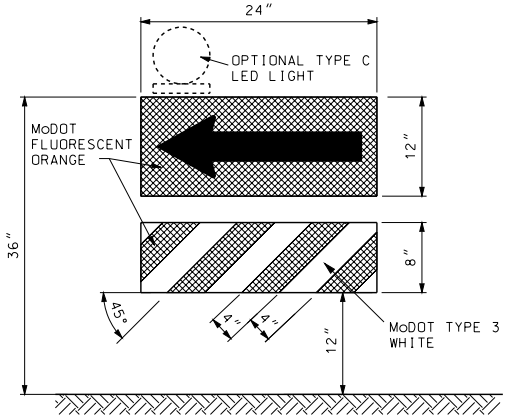
TEMPORARY TRAFFIC CONTROL DEVICES
SIGN MOUNTING REQUIREMENTS

DATE EFFECTIVE: 08/01/2009
DATE PREPARED: 6/17/2009

616.10AL

SHEET NO. 1 OF 8

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

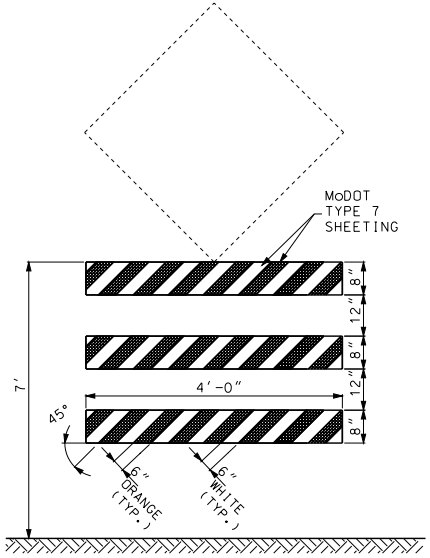


DIRECTION INDICATOR BARRICADE

VERTICAL DIMENSIONS DO NOT INCLUDE PROJECTIONS DESIGNED FOR EASE OF HANDLING.

DIRECTION INDICATOR BARRICADES SHALL NOT BE USED IN SHIFTING TAPERS UNLESS SHOWN ON THE PLANS.

THE PANELS SHALL BE SECURELY ATTACHED TO A SUPPORT THAT IS PORTABLE, CAPABLE OF REMAINING UPRIGHT AND ENTIRELY FREE STANDING.



ADVANCE WARNING RAIL SYSTEM

MAXIMUM WEIGHT OF SIGN SHALL NOT EXCEED 25 LBS.

THE SIGN AND RAIL SYSTEM MAY BE MOUNTED AS TWO SEPARATE CRASHWORTHY DEVICES. THE RAIL SYSTEM SHALL BE LOCATED DIRECTLY IN FRONT OF THE SIGN WITH 7 TO 10 FEET SEPARATING THE TWO DEVICES.

WHERE MARKING IS NOT PROVIDED ON THE BACKSIDE, STRIPS OF 3" WIDE MODOT TYPE 7 ORANGE SHEETING MAY BE APPLIED TO THE ENDS OF EACH RAIL TO HELP DELINEATE THE DEVICE.

GENERAL NOTES:

BALLAST FOR TRAFFIC CONTROL DEVICES SHALL CONFORM TO MANUFACTURERS' RECOMMENDATION FOR FIELD CONDITIONS WHEN APPLICABLE.

IF REQUIRED BY THE ENGINEER OR SPECIFIED ON THE PLANS, EACH DIRECTION INDICATOR BARRICADE, DRUMLIKE CHANNELIZER, AND VERTICAL PANEL SHALL BE EQUIPPED WITH ONE TYPE C LED PORTABLE LIGHT UNIT. IF USED, THE LIGHT UNIT AND BATTERY COMPARTMENT SHALL BE FURNISHED BY THE DEVICE MANUFACTURER OR OTHERWISE MEET THE MANUFACTURER'S RECOMMENDATIONS FOR DESIGN AND WILL BE REQUIRED ON ALL DEVICES IN THE SERIES.

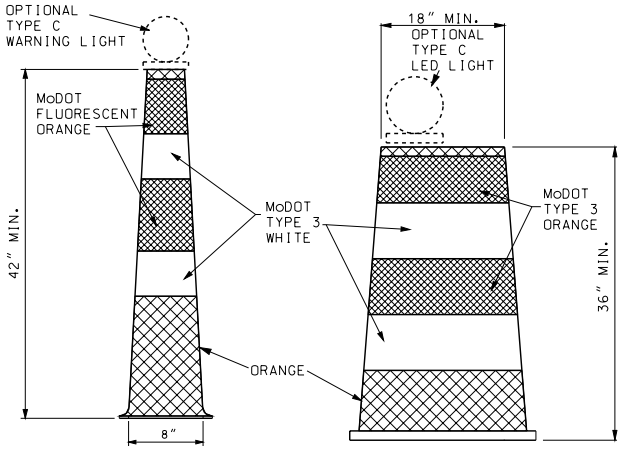
UPON APPROVAL OF THE ENGINEER, THE CONTRACTOR MAY, AT NO ADDITIONAL COST, USE DRUM-LIKE CHANNELIZERS IN LIEU OF TRIM-LINE CHANNELIZERS TO PROVIDE LONGITUDINAL CHANNELIZATION WITHIN THE ACTIVITY AREA WHERE NO RAMPS, INTERSECTIONS OR LIMITED LATERAL CLEARANCE EXISTS.

UPON APPROVAL OF THE ENGINEER, THE CONTRACTOR MAY, AT NO ADDITIONAL COST, USE DIRECTION INDICATOR BARRICADES IN LIEU OF TRIM-LINE CHANNELIZERS IN MERGING TAPERS.

UPON APPROVAL OF THE ENGINEER, THE CONTRACTOR MAY, AT NO ADDITIONAL COST, USE VERTICAL PANELS IN LIEU OF TRIM-LINE CHANNELIZERS TO PROVIDE LONGITUDINAL CHANNELIZATION WITHIN THE ACTIVITY AREA.

UPON APPROVAL OF THE ENGINEER, THE CONTRACTOR MAY, AT NO ADDITIONAL COST, USE CONES IN LIEU OF TRIM-LINE CHANNELIZERS DURING DAYTIME OPERATIONS ON MINOR ROUTES.

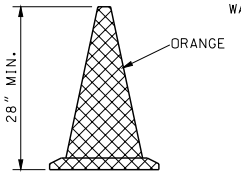
PANEL AND RAIL MARKINGS FOR TRAFFIC DELINEATION SHALL SLOPE DOWNWARD TOWARD THE INTENDED DIRECTION OF TRAVEL. ILLUSTRATIONS SHOWN ARE FOR INSTANCES WHERE TRAFFIC MOVES TO THE LEFT. REVERSE CONFIGURATIONS SHALL BE USED FOR TRAFFIC MOVEMENTS TO THE RIGHT. MARKINGS SHALL ONLY BE APPLIED TO THE FRONT OF EACH RAIL OR PANEL, OR MAY BE APPLIED TO BOTH THE FRONT AND BACK PROVIDING THE MARKING ON THE BACK DOES NOT CONFLICT WITH INTENDED OPPOSING TRAFFIC MOVEMENT.



TRIM-LINE DRUM-LIKE

CHANNELIZERS

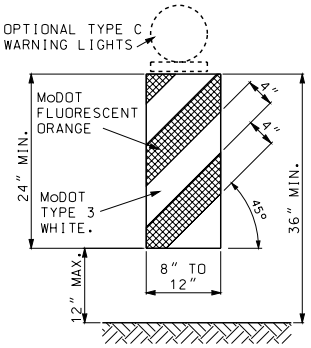
STRIPES ON TRIM-LINE CHANNELIZERS SHALL BE 6" TO 8".
STRIPES ON DRUM-LIKE CHANNELIZERS SHALL BE 4" TO 6".



CONE

CONES SHALL MAINTAIN THEIR SHAPE UPON EXPOSURE TO NORMAL WORK CONDITIONS.

CONES SHALL BE USED DURING DAYLIGHT HOURS ONLY.



VERTICAL PANEL

VERTICAL PANELS SHALL BE SECURELY ATTACHED TO A SUPPORT THAT IS PORTABLE, CAPABLE OF REMAINING UPRIGHT AND ENTIRELY FREE STANDING.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

STATE OF MISSOURI
KATHRYN PHILLIPS HARVEY
NUMBER PE-23751
PROFESSIONAL ENGINEER
THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.

TEMPORARY TRAFFIC CONTROL DEVICES

CHANNELIZERS AND DIRECTION INDICATOR BARRICADE

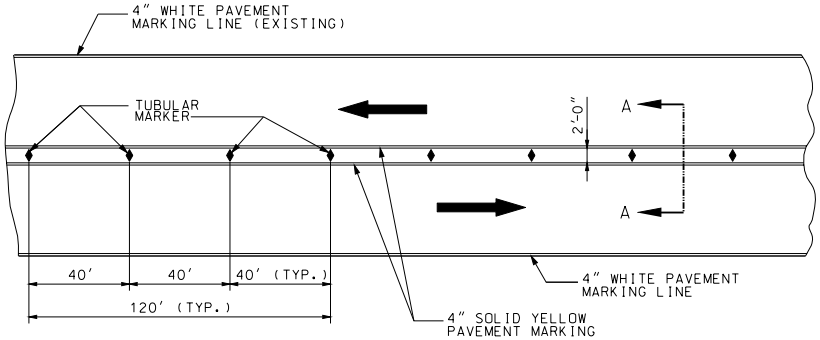
DATE EFFECTIVE: 08/01/2009
DATE PREPARED: 6/17/2009

616.10AL

SHEET NO. 2 OF 8

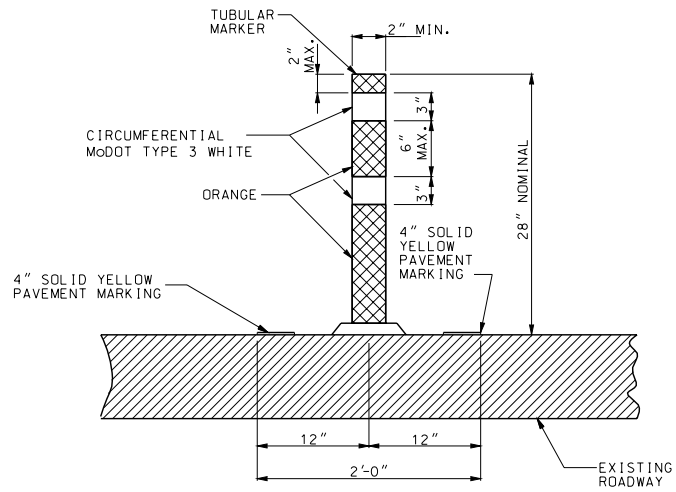
STP-5403 (657) TOMAHAWK - VOGEL OVERLAY JEFFERSON COUNTY, MISSOURI

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.



TWO LANE / TWO WAY TRAFFIC DELINEATION PLAN FOR DIVIDED HIGHWAY

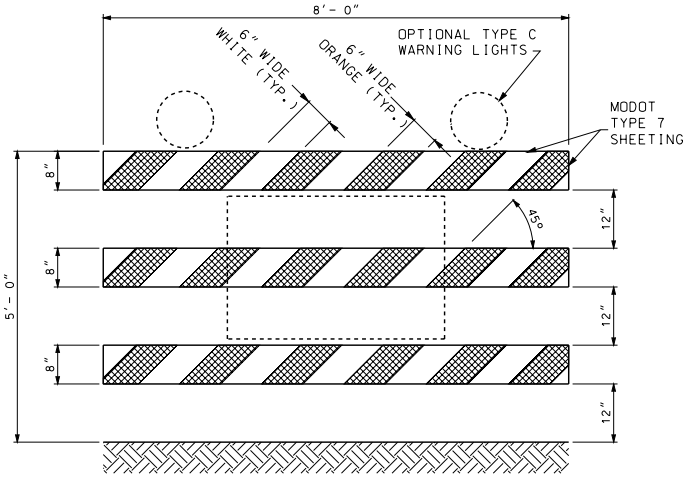
IF RAISED PAVEMENT MARKERS ARE PRESENT, THE LENSES SHALL BE REMOVED OR COVERED TO THE SATISFACTION OF THE ENGINEER.



SECTION A-A

TUBULAR MARKER DETAIL

AN ADHESIVE, IN ACCORDANCE WITH THE MANUFACTURER'S RECOMMENDATIONS, SHALL BE USED TO APPLY THE TUBULAR MARKER TO THE ROADWAY SURFACE. THE ADHESIVE SHALL PERMIT EASY REMOVAL OF THE TUBULAR MARKER WITHOUT DAMAGE TO THE ROADWAY SURFACE.



ONE TYPE III MOVABLE BARRICADE WILL BE REQUIRED TO COMPLETELY CLOSE EACH 8' OF PAVEMENT. PAVED SHOULDERS SHALL BE INCLUDED IN THE AREA TO BE CLOSED.

SIGNS SHALL BE LIGHT WEIGHT (ROLL-UP OR PLASTIC) AND OBSCURE NO MORE THAN 50 PERCENT OF THE TOP 2 RAILS OR 33 PERCENT OF ALL THREE RAILS. SEE SIGN MOUNTING REQUIREMENTS IN TABLE A ON SHEET 1.

TYPE C WARNING LIGHTS SHALL BE LIGHT WEIGHT (3.3 LBS. OR LESS) OR HAVE BATTERY PACK MOUNTED NO HIGHER THAN 18-INCH AND SHALL NOT COVER ANY PORTION OF THE BARRICADED FACE.

IF SIGNS OR LIGHTS CANNOT MEET THE ABOVE REQUIREMENTS, THEY SHALL BE MOUNTED ON SEPARATE CRASHWORTHY DEVICES, LOCATED 7 TO 10 FEET BEHIND THE BARRICADE.

WHERE A BARRICADE ARRAY EXTENDS ACROSS A ROADWAY, THE STRIPES SHALL SLOPE DOWNWARD IN THE DIRECTION TOWARD WHICH TRAFFIC MUST TURN OR PASS.

WHERE BOTH RIGHT AND LEFT VEHICULAR MOVEMENTS ARE PROVIDED, THE STRIPES SHALL SLOPE DOWNWARD IN BOTH DIRECTIONS FROM THE CENTER OF THE BARRICADE ARRAY.

WHERE NO VEHICULAR MOVEMENTS ARE PROVIDED, THE STRIPES SHALL SLOPE DOWNWARD TOWARD THE CENTER OF THE BARRICADE ARRAY.

TYPE III MOVABLE BARRICADES SHALL BE ENTIRELY FREE STANDING AND PORTABLE. MARKING SHALL ONLY BE APPLIED TO THE FRONT OF EACH RAIL OR MAY BE APPLIED TO BOTH THE FRONT AND THE BACK OF EACH RAIL PROVIDED THE MARKING ON THE BACK DOES NOT CONFLICT WITH INTENDED OPPOSING TRAFFIC MOVEMENT. WHERE MARKING IS NOT PROVIDED ON THE BACKSIDE, STRIPS OF 3" WIDE MoDOT TYPE 7 ORANGE SHEETING MAY BE APPLIED TO THE ENDS OF EACH RAIL TO HELP DELINEATE THE DEVICE.

TYPE III MOVABLE BARRICADE

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

STATE OF MISSOURI
KATHRYN PHILLIPS HARVEY
NUMBER PE-23751
PROFESSIONAL ENGINEER
THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.

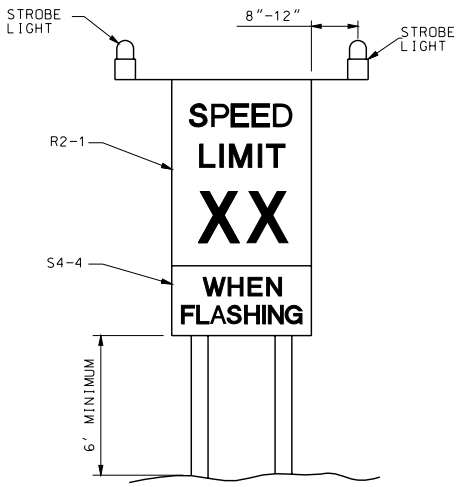
TEMPORARY TRAFFIC CONTROL DEVICES

DATE EFFECTIVE: 08/01/2009
DATE PREPARED: 6/17/2009

616.10AL

SHEET NO. 3 OF 8

STP-5403 (657)
IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.
TOMAHAWK - VOGEL OVERLAY
JEFFERSON COUNTY, MISSOURI



SEE NON-PORTABLE SIGN MOUNTING FOR LATERAL DIMENSIONS

SPEED LIMIT AND STROBE LIGHT ASSEMBLY

THE ASSEMBLY MAY BE EITHER POST- OR PORTABLE-MOUNTED.

THE ASSEMBLY SHALL ONLY BE USED AS SPECIFIED ON THE PLANS OR AS DIRECTED BY THE ENGINEER.

THE ASSEMBLY SHALL BE COVERED OR ROTATED SO THE SIGNS ARE NOT VISIBLE TO TRAFFIC WHEN WORK IS SUSPENDED OR THE CONDITION REQUIRING THE SPEED REDUCTION IS NOT PRESENT FOR 48 HOURS OR MORE.

THE STROBE LIGHTS SHALL BE TURNED OFF WHEN THE SPEED LIMIT IS NOT IN EFFECT.

STROBE LIGHT REQUIREMENTS

STROBE LIGHTS SHALL BE SHIELDED SO THEY WILL NOT BE DIRECTLY VISIBLE FROM THE REAR. NO DIRECT PAYMENT WILL BE MADE FOR THE BATTERIES REQUIRED TO POWER THE STROBE LIGHTS.

AT THE CONTRACTOR'S OPTION, THE STROBE LIGHTS MAY BE CONTROLLED BY A SWITCH LOCATED ON THE SIGN OR MAY BE A STANDARD TWO-CHANNEL DIGITAL TRANSMITTER AND RECEIVER UNIT. IF THE TRANSMITTER AND RECEIVER METHOD IS USED, ONE TRANSMITTER SHALL BE FURNISHED TO THE ENGINEER AT THE TIME OF INSTALLATION OF THE SPEED LIMIT ASSEMBLY. THE TRANSMITTER WILL BE RETURNED TO THE CONTRACTOR AT THE COMPLETION OF THE PROJECT. THE TRANSMITTER AND RECEIVERS WILL REMAIN THE PROPERTY OF THE CONTRACTOR AFTER THE PROJECT IS COMPLETED. NO DIRECT PAYMENT WILL BE MADE FOR THE COST OF THE TRANSMITTER AND RECEIVER.

PORTABLE WARNING LIGHTS

	TYPE A LOW INTENSITY	TYPE B HIGH INTENSITY	TYPE C STEADY BURN
LENS DIRECTIONAL FACES	1 OR 2	1	1 OR 2
FLASHING RATE PER MINUTE	55 TO 75	55 TO 75	CONSTANT
MINIMUM ON-TIME(1)	10%	8%	CONSTANT
HOURS OF OPERATION	DUSK TO DAWN	24 HRS/DAY	DUSK TO DAWN

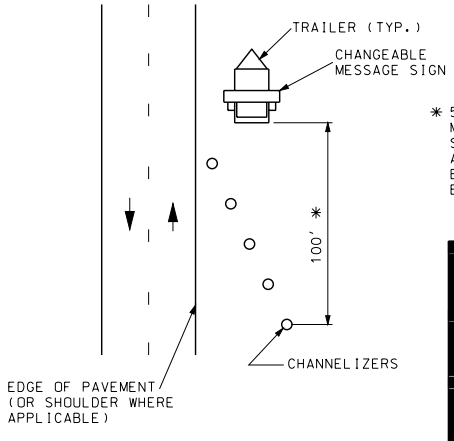
TYPE A AND C LIGHTS SHALL BE VISIBLE ON A CLEAR NIGHT FROM A DISTANCE OF 3000 FEET(2).

TYPE B LIGHTS SHALL BE VISIBLE ON A SUNNY DAY WHEN VIEWED WITHOUT THE SUN DIRECTLY ON OR BEHIND THE DEVICE FROM A DISTANCE OF 1000 FEET(2).

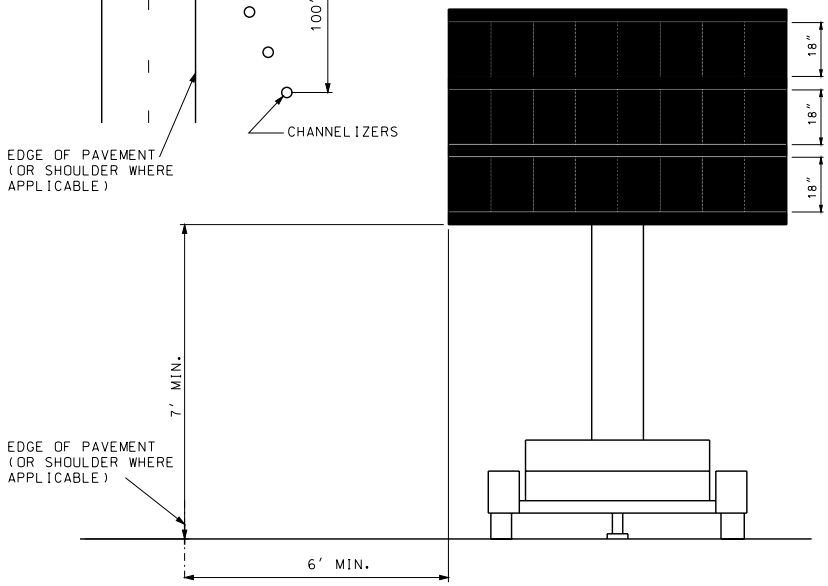
(1) LENGTH OF TIME THAT INSTANTANEOUS INTENSITY IS EQUAL TO OR GREATER THAN EFFECTIVE INTENSITY.

(2) THIS VISIBILITY MUST BE MAINTAINED WITHIN A SOLID ANGLE 9° ON EACH SIDE OF THE VERTICAL AXIS, AND 5° ABOVE AND 5° BELOW THE HORIZONTAL AXIS.

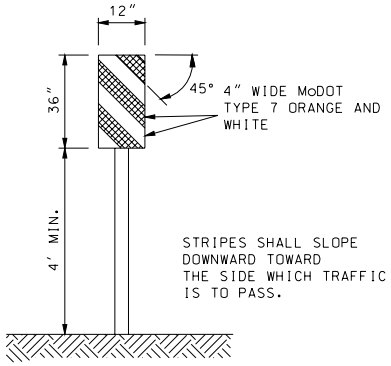
PORTABLE WARNING LIGHTS SHALL BE BATTERY- OR SOLAR-POWERED.



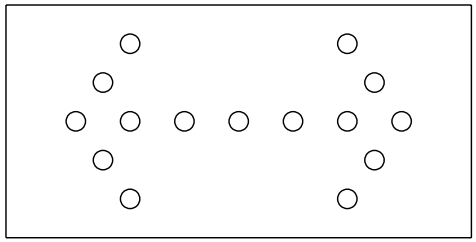
* 5 CHANNELIZERS AT 20' INTERVALS. CHANNELIZERS MAY BE OMITTED WHERE THE CHANGEABLE MESSAGE SIGN IS LOCATED 15' OR MORE FROM THE EDGE OF ANY SHOULDER (EDGE OF ROADWAY WHOULD THERE BE NO SHOULDER), BEYOND THE DITCH LINE, OR BEHIND A CURB OR PHYSICAL BARRIER.



CHANGEABLE MESSAGE SIGN



TYPE 3 OBJECT MARKERS



FLASHING ARROW PANEL REQUIREMENTS

PANEL MOUNTING HEIGHT SHALL BE AT LEAST 7 FEET FROM THE ROADWAY SURFACE TO THE LOWEST POINT ON THE PANEL. THE BOTTOM OF THE PANEL SHALL BE RELATIVELY LEVEL WHEN IN USE.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

STATE OF MISSOURI — KATHRYN PHILLIPS HARVEY — NUMBER PE-23751 — PROFESSIONAL ENGINEER
THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.

TEMPORARY TRAFFIC CONTROL DEVICES

DATE EFFECTIVE: 08/01/2009
DATE PREPARED: 6/17/2009

616.10AL

SHEET NO. 4 OF 8

STP-5403 (657) TOMAHAWK - VOGEL OVERLAY JEFFERSON COUNTY, MISSOURI

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

LOCATION OF ACTIVITY (I.E. WORKERS, EQUIPMENT, MATERIAL) OR TYPE OF OPERATION	POSTED SPEED GREATER THAN 55 MPH		POSTED SPEED LESS THAN OR EQUAL TO 55 MPH	
	PROTECTED	UNPROTECTED	PROTECTED	UNPROTECTED
MULTILANE FACILITY				
BEYOND 30' OF EOTP	POSTED	POSTED	POSTED	POSTED
10' TO 30' OF EOTP	POSTED	POSTED-10	POSTED	POSTED
WITHIN 10' OF EOTP	POSTED	POSTED-10	POSTED	POSTED-10
IN TRAFFIC LANE	POSTED-10	POSTED-20 (MIN. 45 MPH)	POSTED-10	POSTED-10
HEAD-TO-HEAD	POSTED-10	POSTED-10	POSTED-10	POSTED-10
2-LANE / 2-WAY OPERATION				
BEYOND 30' OF EOTP	POSTED	POSTED	POSTED	POSTED
10' TO 30' OF EOTP	POSTED	POSTED-10 (MIN. 55 MPH)	POSTED	POSTED
WITHIN 10' OF EOTP	POSTED	POSTED-20 (MIN. 45 MPH)	POSTED	POSTED-10
1 LANE / 2 WAY OPERATION	35 MPH ✳			
TEMPORARY CLOSURE WITH FLAGGER	35 MPH ✳			

✳ CONDITIONS MAY ALLOW FOR SPEEDS GREATER THAN 35 MPH.

LEGEND:

"EOTP" = EDGE OF THROUGH PAVEMENT

"PROTECTED" INDICATES THAT ACTIVITY IS PHYSICALLY SHIELDED BY A CRASH-WORTHY DEVICE (TRAFFIC BARRIER, GUARDRAIL, IMPACT ATTENUATORS, ETC.).

"UNPROTECTED" INDICATES THAT ACTIVITY IS NOT SHIELDED BY A CRASH-WORTHY DEVICE. IT MAY ONLY BE DELINEATED BY CHANNELIZING DEVICES OR PAVEMENT MARKINGS.

"POSTED" INDICATES POSTED (EXISTING) SPEED PRIOR TO WORK ACTIVITY.

"POSTED-XX" INDICATES A REDUCTION IN THE SPEED LIMIT BY THE AMOUNT SHOWN IN MPH.

"MULTILANE FACILITY" OR "2-LANE/2-WAY OPERATION" INDICATES EXISTING GEOMETRICS PRIOR TO WORK ACTIVITY.

WORK ZONE SPEED LIMIT

GENERAL NOTES:

REDUCED SPEEDS SHALL NOT BE BELOW 35 MPH EXCEPT WHEN LOCAL ORDINANCE PROVIDES FOR A LOWER SPEED. THE LOWER SPEED SHALL BE USED WHEN APPLICABLE.

ON DIVIDED HIGHWAYS, THE REDUCED SPEED IS APPLICABLE TO THE AFFECTED DIRECTION OF TRAVEL ONLY.

IF A SPEED REDUCTION IS USED, EXISTING SPEED LIMIT SIGNS WITHIN THE WORK ZONE SHALL BE COVERED OR REMOVED. SPEED LIMIT SIGNS INDICATING THE NORMAL SPEED LIMIT SHALL BE INSTALLED AT THE END OF THE WORK ZONE, PROVIDED NO FURTHER WORK ZONES WILL BE ENCOUNTERED WITHIN THE NEXT ½ MILE.

IF THERE ARE GEOMETRICS IN THE WORK ZONE THAT REQUIRE A LOWER SPEED THAN THE SPEED INDICATED IN THE CHART (I.E. TEMPORARY BYPASSES, NARROW LANES, ETC.), APPROPRIATE WARNING SIGNS WITH ADVISORY SPEED PLAQUES SHALL BE USED TO ADVISE OF THIS SPECIALIZED SITUATION.

TEMPORARY SPEED LIMIT SIGNS AND SPEED LIMIT XX AHEAD SIGNS SHALL BE COVERED OR REMOVED WHEN THE CONDITIONS REQUIRING REDUCED SPEEDS DO NOT EXIST.

SPECIAL ACTIVITY WITHIN A WORK ZONE MAY REQUIRE A LOWER SPEED LIMIT THAN THE GENERAL WORK ZONE SPEED LIMIT. THE FURTHER REDUCED SPEED LIMIT SHALL BE EFFECTIVE ONLY FOR THE DURATION OF THAT ACTIVITY AND ONLY FOR THE SPECIFIC AREA OF THAT ACTIVITY.

FOR SPEED REDUCTIONS GREATER THAN 20 MPH, THE SPEED LIMIT SHOULD BE REDUCED IN 2 STAGES.

DEVIATIONS FROM THIS CHART SHALL BE DOCUMENTED.

MISSOURI HIGHWAYS AND TRANSPORTATION COMMISSION
105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

STATE OF MISSOURI
KATHRYN PHILLIPS HARVEY
NUMBER PE-23751
PROFESSIONAL ENGINEER
THIS SHEET HAS BEEN SIGNED, SEALED AND DATED ELECTRONICALLY.

TEMPORARY TRAFFIC CONTROL DEVICES

WORK ZONE SPEED LIMITS

DATE EFFECTIVE: 08/01/2009
DATE PREPARED: 6/17/2009

616.10AL

SHEET NO. 5 OF 8

IF A SEAL IS PRESENT ON THIS SHEET IT HAS BEEN ELECTRONICALLY SEALED AND DATED.

Environmental Tracking Form

For Federal Aid Projects

EN/HP ID Number: 2673

Project Number: STP 5403657 **TIP Number:** 5775-14

County: Jefferson **District:** 5

City: **Bridge Number:**

Route: Tomahawk-Vogel Rehab TIGER Grant Funds ☐

Location: Tomahawk-Lonedell Rd to Gary Rd; Vogel Road-Gary Rd to Bluff Park Dr

Description: Resurfacing 2 lane pavement -

NEPA Classification: Programmatic CE **Programmatic Section:** 14

NEPA Approval Date: 8/28/2013

Final Environmental Review Completed: 8/28/2013

	NA	Pending	Cleared	
Section 106	◉	○	○	
Farm Land Impact	◉	○	○	
4(f) or 6(f)	◉	○	○	
404 / 401	◉	○	○	
Floodplain Impacts	◉	○	○	
T&E Impacts	◉	○	○	
Hazardous Waste	◉	○	○	

NOTE: The sponsor is responsible for issues with wellhead and surface water protection.

Date Received by EN/HP: ***Date Transmitted by EN/HP: 8/28/2013***

CULTURAL RESOURCE ASSESSMENT
Section 106 Review

CONTACT PERSON/ADDRESS

Brian Dugan
Public Works Department
P.O. Box 100
Hillsboro, Missouri 63050

C:

Raegan Ball, FHWA
Michael Meinkoth, MoDOT

PROJECT:

Tomahawk – Vogel Road Overlay Project STP-5403(657), Arnold

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.

[X] 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: Mark A. Miles **February 13, 2014**
Mark A. Miles, Deputy State Historic Preservation Officer **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: 019-JE-14

Missouri
Division of Labor Standards

WAGE AND HOUR SECTION

JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 20

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
Robert A. Bedell, Acting Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: **March 8, 2013**

Last Date Objections May Be Filed: **April 8, 2013**

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	10/13		$37.66	55	60	$20.11
Boilermaker			$31.20	126	7	$27.01
Bricklayer and Stone Mason	6/13		$31.24	72	5	$19.93
Carpenter	1/14	e	$34.97	77	41	$14.75
Cement Mason	6/13		$30.20	80	6	$15.36
Electrician (Inside Wireman)	7/13		$32.25	82	71	$10.28 + 39.5%
Electrician (Outside-Line Construction\Lineman)	12/13		$39.69	43	45	$5.00 + 37.5%
Lineman Operator	12/13		$34.26	43	45	$5.00 + 37.5%
Groundman	12/13		$26.49	43	45	$5.00 + 37.5%
Communication Technician			$28.05	44	47	$8.93 + 29.75%
Elevator Constructor	6/13	a	$43.715	26	54	$26.755
Operating Engineer						
Group I	6/13		$30.51	3	66	$23.35
Group II	6/13		$30.51	3	66	$23.35
Group III	6/13		$28.61	3	66	$23.35
Group III-A	6/13		$30.51	3	66	$23.35
Group IV	6/13		$25.15	3	66	$23.35
Group V	6/13		$25.15	3	66	$23.35
Pipe Fitter	7/13		$34.75	91	69	$26.28
Glazier			$32.78	87	31	$21.13 + 13.2%
Laborer (Building):						
General		b	$24.66	73	7	$11.67
First Semi-Skilled		d	$25.78	73	7	$11.67
Second Semi-Skilled		c	$25.16	73	7	$11.67
Lather			USE CARPENTER RATE			
Linoleum Layer and Cutter	1/14		$29.58	92	26	$14.45
Marble Mason	11/13		$31.49	76	51	$12.39
Millwright	1/14		$34.97	77	41	$14.75
Ironworker	8/13		$32.38	11	8	$21.975
Painter	11/13		$29.75	104	12	$13.51
Plasterer	7/13		$30.21	67	3	$16.38
Plumber	7/13		$34.75	91	69	$26.28
Pile Driver			USE CARPENTER RATE			
Roofer \ Waterproofer			$29.50	15	73	$15.67
Sheet Metal Worker	12/13		$37.50	32	25	$21.35
Sprinkler Fitter - Fire Protection	10/13		$40.03	66	18	$20.80
Terrazzo Worker	11/13		$31.49	116	5	$12.39
Tile Setter	11/13		$31.49	76	51	$12.39
Truck Driver-Teamster						
Group I		f	$28.625	35	36	$8.65
Group II		f	$28.735	35	36	$8.65
Group III		f	$28.775	35	36	$8.65
Group IV		f	$28.845	35	36	$8.65
Traffic Control Service Driver			$28.775	22	55	$9.045

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

Building Construction Rates for
JEFFERSON County Footnotes

REPLACEMENT PAGE

Section 050

OCCUPATIONAL TITLE	** Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits

* 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 - $24.66; Projects under $1 Million - $22.51
c - Projects over $1 Million - $25.16.; Projects under $1 Million - $23.01
d - Projects over $1 Million - $25.78; Projects under $1 Million - $24.03
**e - Projects over $1 Million - $34.97; Projects under $1 Million - $29.88
f - Group I:
Projects over $3 3/4 Million - $28.625
Projects under $3 3/4 Million - $25.125
Group II:
Projects over $3 3/4 Million - $28.735
Projects under $3 3/4 Million - $25.235
Group III:
Projects over $3 3/4 Million - $28.775
Projects under $3 3/4 Million - $25.275
Group IV:
Projects over $3 3/4 Million - $28.845
Projects under $3 3/4 Million - $25.345

JEFFERSON COUNTY
OVERTIME SCHEDULE - BUILDING 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. 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 (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. 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 (1½) 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 (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid for at the rate of one and one-half (1½) 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 (1½) 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
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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 seven and one-half (7½) hours of labor on the job between eight (8) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive seven and one-half (7½) hour day's of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 37½ 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 shall 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 (1½) times the regular rate. And, a flexible starting time as early as 7:00 a.m. may be implemented when mutually agreed upon by the interested parties. An early starting time of 6:00 a.m. may be used during summer months to avoid excessive afternoon temperatures. This early starting time to be used when 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 7½ hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1 ½ of base shift rate. Saturday first 7 ½ hours of work – 1½ of base shift rate. Saturday – work after 7½ 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 (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 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 (1½) 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 (1½ x) the "shift" hourly rate.

JEFFERSON COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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. 57: 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 $25.65 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.

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 staring 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 staring 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
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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 $1.50 per hour premium. Shift work: The Employer may elect to work, one, two or three shifts on any work. When two or more shits are worked on any operation, the first shift or day shift shall consist of eight (8) hours exclusive of lunch time; the second or swing shift consist of eight (8) hours' work for eight and one-half hours pay, exclusive of lunch time; the third or graveyard shift shall consist of eight (8) hours' work for nine (9) hours' pay exclusive of lunch time. The swing shift shall be paid twenty-five cents ($.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
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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
OVERTIME SCHEDULE - BUILDING CONSTRUCTION

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 $25.77 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, Memorial Day, Independence Day, Labor Day, Veteran's Day (November 11), Thanksgiving Day, and Christmas Day 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 work shall be performed on the days set forth except in cases of emergencies to protect life or property.

NO. 5: All work that shall be 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 (2) time rate of pay.

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	1/14	$34.68	23	16	$14.65
Millwright	1/14	$34.68	23	16	$14.65
Pile Driver	1/14	$34.68	23	16	$14.65
Electrician (Outside-Line Construction\Lineman)	12/13	$39.69	9	12	$5.00 + 37.5%
Lineman Operator	12/13	$34.26	9	12	$5.00 + 37.5%
Lineman - Tree Trimmer		$24.25	32	31	$5.00 + 23%
Groundman	12/13	$26.49	9	12	$5.00 + 37.5%
Groundman - Tree Trimmer		$19.22	32	31	$5.00 + 23%
Operating Engineer					
Group I	6/13	$30.51	10	9	$23.35
Group II	6/13	$30.51	10	9	$23.35
Group III	6/13	$29.21	10	9	$23.35
Group IV	6/13	$25.75	10	9	$23.35
Oiler-Driver	6/13	$26.21	10	9	$23.35
Cement Mason	6/13	$30.20	17	11	$15.36
Laborer					
General Laborer	6/13	$28.01	2	4	$12.07
Skilled Laborer	6/13	$28.61	2	4	$12.07
Truck Driver-Teamster					
Group I		$29.88	25	21	$10.90
Group II		$29.99	25	21	$10.90
Group III		$30.03	25	21	$10.90
Group IV		$30.10	25	21	$10.90
Traffic Control Service Driver		$28.775	26	25	$9.045

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.

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 any time 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. Worked 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.

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.

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.

JEFFERSON COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION

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.

General Decision Number: MO140001 01/31/2014 MO1

Superseded General Decision Number: MO20130001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/03/2014
1	01/10/2014
2	01/31/2014

CARP0002-002 05/01/2010

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters	$ 32.78	12.25

CARP0005-006 04/01/2008

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS	$ 33.00	12.03
MILLWRIGHTS & PILEDRIVERS	$ 33.00	12.03

CARP0011-001 05/01/2011

	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	$ 28.57	11.00
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL,DAVIESS, DEKALB,GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY,ST. CLAIR, SALINE AND WORTH COUNTIES	$ 27.67	10.55
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES	$ 28.83	13.05
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,		

HICKORY,JASPER, LACLEDE,
LAWRENCE, MCDONALD,
NEWTON, OZARK, POLK,
STONE, TANEY, VERNON,
WEBSTER AND WRIGHT COUNTIES.$ 27.32 10.55
BENTON, MORGAN AND PETTIS...$ 27.27 11.00
BOLLINGER, BUTLER, CAPE
GIRARDEAU, DUNKLIN,
MISSISSIPPI, NEW MADRID,
PEMISCOT, PERRY, STE.
GENEVIEVE, SCOTT, STODDARD
AND WAYNE COUNTIES.....$ 28.67 13.07
BUCHANAN, CLINTON, JOHNSON
AND LAFAYETTE COUNTIES.....$ 28.32 10.55
CARTER, HOWELL, OREGON AND
RIPLEY COUNTIES.....$ 27.75 13.07
CRAWFORD, DENT, GASCONADE,
IRON, MADISON, MARIES,
MONTGOMERY, PHELPS,
PULASKI, REYNOLDS, SHANNON
AND TEXAS COUNTIES.....$ 28.68 13.05
FRANKLIN COUNTY.....$ 31.23 13.05
JEFFERSON AND ST. CHARLES
COUNTIES.....$ 33.38 13.05
LINCOLN COUNTY.....$ 30.34 13.05
PIKE, ST. FRANCOIS AND
WASHINGTON COUNTIES.....$ 29.39 13.05
WARREN COUNTY.....$ 30.73 13.05

ELEC0001-002 06/01/2012

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	$ 31.75	22.37

ELEC0002-001 09/01/2013

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	$ 34.26	29.5%+5.00
Groundman & Truck Driver	$ 26.49	29.5%+5.00
Lineman & Cable Splicer	$ 39.69	29.5%+5.00

ELEC0053-004 09/02/2012

	Rates	Fringes
Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES)		
Groundman Powderman	$ 25.88	13.93
Groundman	$ 24.46	29.5%+6.22
Lineman Operator	$ 35.82	29.5%+6.79
Lineman	$ 37.84	29.5%+6.89
Line Construction; (BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY AND SALINE COUNTIES)		
Groundman Powderman	$ 26.84	14.26
Groundman	$ 25.95	29.5%+6.30
Lineman Operator	$ 36.54	29.5%+6.83
Lineman	$ 39.17	29.5%+6.96

ELEC0095-001 06/01/2013

BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON, ST CLAIR, AND VERNON COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers	$ 25.40	3%+16.82
Electricians	$ 25.05	3%+16.82

ELEC0124-007 09/02/2013

BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE COUNTIES:

	Rates	Fringes
Electricians	$ 35.23	19.53

ELEC0257-003 03/01/2013

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN, CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES, MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

	Rates	Fringes

Electricians:
Cable Splicers.....$ 30.42 16.085
Electricians.....$ 30.78 13.19

ELEC0350-002 12/01/2012

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN, MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

	Rates	Fringes
Electricians.....	$ 29.00	15.50

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* ELEC0453-001 09/01/2013

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, LACLEDE, OREGON, OZARK, POLK, SHANNON, WEBSTER and WRIGHT COUNTIES.	$ 24.15	14.14
PULASKI and TEXAS COUNTIES..	$ 28.65	14.47
STONE and TANEY COUNTIES....	$ 19.79	13.18

ELEC0545-003 06/01/2011

ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER, GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY, AND CALDWELL COUNTIES

	Rates	Fringes
Electricians:.....	$ 31.00	12.22

ELEC0702-004 07/01/2013

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE COUNTIES

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	$ 25.51	29%+5.76
Groundman-Equipment Operator Class II (all other equipment).....	$ 32.28	29%+5.76
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)...	$ 36.77	29%+5.76
Lineman.....	$ 44.73	29%+5.76

ENGI0101-001 05/01/2013

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 COUNITES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 31.49	14.71
GROUP 2	$ 31.09	14.71
GROUP 3	$ 29.09	14.71

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self- propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader 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) Oiiler 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.)

ENGI0101-005 04/01/2013

CASS, CLAY, JACKSON,PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 33.88	14.83
GROUP 2	$ 32.84	14.83
GROUP 3	$ 31.72	14.83
GROUP 4	$ 30.97	14.83

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 perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "A" Frame truck operator; back filler operator; boilers (1); chip spreader;churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra- hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump

cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:
HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($1.00) ABOVE GROUP 1 RATE:
Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;
Piledrivers 80 ft. of boom or over (including jib);
Shovels & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2013

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES and CITY OF SPRINGFIELD

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 28.53	12.49
GROUP 2	$ 28.18	12.49
GROUP 3	$ 27.98	12.49
GROUP 4	$ 25.93	12.49

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader

operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Ulmac, Ulric or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive $ .25 above GROUP 1 rate:
Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib);
Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive $ .50 above GROUP 1 rate:
Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive $ .75 above GROUP 1 rate:
Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/06/2013

FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 30.51	23.35
GROUP 2	$ 30.51	23.35
GROUP 3	$ 29.21	23.35
GROUP 4	$ 28.76	23.35

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 Spreaker; 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, Cimbing (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 conjenction 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 05/01/2013

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 26.09	23.32
GROUP 2	$ 25.74	23.32
GROUP 3	$ 25.54	23.32
GROUP 4	$ 21.89	23.32

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; guad-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-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

FOOTNOTE: HOURLY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under Without oiler - $2.00
Certified Crane Operator - $1.50;
Certified Hazardous Material Operator $1.50;
Crane, climbing (such as Linden) - $0.50;
Crane, pile driving and extracting - $0.50;
Crane, with boom (including jib) over 100' from pin to pin add $0.01 per foot to maximum of $4.00;
Crane, using rock socket tool - $0.50;
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above the ground) - $0.50;
Dragline, 7 cu. yds, and over - $0.50;
Hoist, three or more drums in use - $0.50; Scoop, Tandem - $0.50;
Shovel, power - 7 cu. yds. or more - $0.50;
Tractor, tandem crawler - $0.50;
Tunnel, man assigned to work in tunnel or tunnel shaft - $0.50;
Wrecking, when machine is working on second floor or higher - $0.50;

ENGI0513-007 05/06/2013

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1	$ 30.51	23.35
GROUP 2	$ 30.51	23.35

GROUP 3.....$ 29.21 23.35
GROUP 4.....$ 28.76 23.35

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); machanic, 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 04/01/2013

	Rates	Fringes
Ironworkers:		
ANDREW, ATCHISON, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HENRY, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDLOPH, ST. CLAIR, SALINE, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties and portions of ADAIR, BOONE, MACON, MILLER and RANDOLPH Counties	$ 26.90	26.10
BUCHANAN, CASS, CLAY, JACKSON, JOHNSON, LAFAYETTE, PLATTE AND RAY Counties	$ 29.90	26.10

IRON0321-002 08/01/2012

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker	$ 18.40	14.68

IRON0396-004 08/01/2012

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
Ironworker	$ 32.28	20.31

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* IRON0396-009 08/01/2013

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
Ironworker	$ 27.91	21.75

IRON0577-005 08/01/2012

ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS, SCHUYLER, SCOTLAND, AND SHELBY COUNTIES

	Rates	Fringes
Ironworker	$ 24.44	17.31

IRON0584-004 06/01/2013

BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

	Rates	Fringes
Ironworkers:	$ 23.10	12.88

IRON0782-003 08/01/2013

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only	$ 29.39	18.79

All Other Work.....$ 24.12 18.79

LABO0042-003 03/06/2013

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	$ 29.52	13.22

LABO0042-005 03/08/2013

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman.....	$ 29.90	13.22
Laborers, Flaggers.....	$ 29.52	13.22
Wrecking.....	$ 29.40	13.22

LABO0424-002 05/01/2009

	Rates	Fringes
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.....	$ 24.56	9.29
GROUP 2.....	$ 25.16	9.29
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.....	$ 24.56	9.29
GROUP 2.....	$ 25.16	9.29
FRANKLIN COUNTY		
GROUP 1.....	$ 26.01	9.29
GROUP 2.....	$ 26.61	9.29
JEFFERSON COUNTY		
GROUP 1.....	$ 26.06	9.29
GROUP 2.....	$ 26.66	9.29
LINCOLN, MONTGOMERY AND WARREN COUNTIES		
GROUP 1.....	$ 24.81	9.29
GROUP 2.....	$ 25.41	9.29

ST.CHARLES COUNTY
GROUP 1.....$ 27.33 9.29
GROUP 2.....$ 27.33 9.29

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LABO0579-005 05/01/2013

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		

GROUP 1.....$ 24.42 11.71
GROUP 2.....$ 24.77 11.71

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.....$ 22.77 11.56
GROUP 2.....$ 23.32 11.56

LABORER (LAFAYETTE COUNTY)

GROUP 1.....$ 24.32 11.81
GROUP 2.....$ 24.67 11.81

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggie man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0663-002 04/01/2013

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1	$ 27.86	13.45
GROUP 2	$ 29.07	13.45

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), 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, caulker 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.

PAIN0002-002 09/01/2007

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN

COUNTIES

	Rates	Fringes
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

PAIN0002-006 04/01/2011

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
Painters:		
Bridges, Dams, Locks or Powerhouses	$ 22.80	10.87
Brush and Roll; Taping, Paperhanging	$ 20.80	10.87
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement	$ 21.80	10.87
Spray; Structural Steel (over 50 feet)	$ 21.30	10.87
Tapers using Ames or Comparable Tools	$ 21.05	10.87

PAIN0003-004 04/01/2013

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 30.20	15.07
Brush & Roller	$ 28.58	15.07
Drywall	$ 28.80	15.07
Paper Hanger	$ 29.08	15.07
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 29.70	15.07
Steeplejack	$ 33.77	15.07

PAIN0003-011 04/01/2011

BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS & SALINE COUNTIES

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks	$ 24.06	14.04
Brush & Roller	$ 22.67	14.04
Drywall	$ 22.84	14.04
Paper Hanger	$ 23.07	14.04
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping	$ 23.56	14.04
Steeplejack	$ 26.82	14.04

PAIN0098-002 05/01/2012

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY & WORTH COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller	$ 22.93	11.51
Sandblaster	$ 23.93	11.51
Steeplejack	$ 25.93	11.51

PAIN0203-001 04/01/2012

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT COUNTIES

	Rates	Fringes
Painters:		
Finisher	$ 20.18	11.33
Painter	$ 19.75	11.76
Sandblaster, High Man, Spray Man, Vinyl Hanger, Tool Operator	$ 21.18	11.33

PAIN1265-003 07/01/2013

CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES

	Rates	Fringes
Painters:		
Brush and Roller	$ 25.64	13.27
Floor Work	$ 26.14	13.27

Lead Abatement	$ 27.89	13.27
Spray	$ 27.14	13.27
Structural Steel, Sandblasting and All Tank Work	$ 26.89	13.27
Taping, Paperhanging	$ 26.64	13.27

PAIN1292-002 09/01/2012

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks	$ 28.79	11.50
Brush & Roller	$ 23.84	11.50
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI)	$ 26.44	11.50

Height Rates (All Areas):
Over 60 ft. $0.50 per hour.
Under 60 ft. $0.25 per hour.

PAIN1292-003 09/01/2012

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks	$ 28.79	11.50
Brush & Roller	$ 26.44	11.50
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI)	$ 26.44	11.50

Height Rates (All Areas):
Over 60 ft. $0.50 per hour
Under 60 ft. $0.25 per hour.

PLAS0518-006 03/01/2013

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	$ 22.40	9.05

PLAS0518-007 04/01/2013

CASS (Richards-Gebaur AFB only), CLAY, JACKSON, PLATTE AND RAY

COUNTIES

	Rates	Fringes
Cement Masons:.....	$ 30.09	14.68

PLAS0518-011 04/01/2012

ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY, HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY & WORTH COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	$ 31.08	16.15

PLAS0527-001 04/01/2013

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND WARREN COUNTIES.....	$ 29.03	15.03
JEFFERSON, ST. CHARLES COUNTIES AND ST.LOUIS (City and County).....	$ 30.20	15.03

PLAS0527-004 04/01/2013

CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS, WASHINGTON COUNTIES

	Rates	Fringes
CEMENT MASON.....	$ 27.04	15.03

PLAS0908-001 05/01/2012

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY, SCOTT, STODDARD, AND WAYNE COUNTIES

	Rates	Fringes
CEMENT MASON.....	$ 25.25	12.55

PLAS0908-005 05/01/2012

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.....	$ 25.25	12.55

PLUM0008-003 06/01/2013

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers	$ 38.75	19.96

PLUM0008-017 06/01/2012

BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE AND VERNON COUNTIES

	Rates	Fringes
Plumbers	$ 35.01	20.41

PLUM0045-003 09/01/2013

ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES

	Rates	Fringes
Plumbers and Pipefitters	$ 33.50	18.85

PLUM0178-003 11/01/2013

BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Plumbers and Pipefitters	$ 28.00	14.45

PLUM0178-006 11/01/2013

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects $750,000 & under	$ 25.03	14.45
Projects over $750,000	$ 28.00	14.45

PLUM0533-004 06/01/2013

BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES

	Rates	Fringes
Pipefitters	$ 40.58	19.07

PLUM0562-004 07/01/2013

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	$ 33.41	20.89
Mechanical Contracts including all piping and temperature control work over $7.0 million	$ 34.75	26.28

PLUM0562-016 07/01/2013

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	$ 33.41	20.89
Mechanical Contracts including all piping and temperature control work over $7.0 million	$ 34.75	26.28

TEAM0013-001 05/01/2010

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1	$ 25.84	9.85
GROUP 2	$ 26.00	9.85
GROUP 3	$ 25.99	9.85
GROUP 4	$ 26.11	9.85
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	$ 26.57	9.85
GROUP 2	$ 26.73	9.85
GROUP 3	$ 26.72	9.85
GROUP 4	$ 26.84	9.85

Truck drivers (FRANKLIN,
JEFFERSON and ST. CHARLES
COUNTIES)

GROUP 1	$ 28.93	9.85
GROUP 2	$ 29.04	9.85
GROUP 3	$ 29.08	9.85
GROUP 4	$ 29.15	9.85

Truck drivers (LINCOLN and
WARREN COUNTIES)

GROUP 1	$ 27.58	9.85
GROUP 2	$ 27.69	9.85
GROUP 3	$ 28.73	9.85
GROUP 4	$ 27.80	9.85

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 05/01/2010

	Rates	Fringes
Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICHKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)		
GROUP 1	$ 26.27	9.85
GROUP 2	$ 26.43	9.85
GROUP 3	$ 26.42	9.85
GROUP 4	$ 26.54	9.85

Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)

GROUP 1	$ 25.54	9.85
GROUP 2	$ 25.70	9.85
GROUP 3	$ 25.69	9.85
GROUP 4	$ 25.81	9.85

Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)

GROUP 1	$ 27.48	9.85
GROUP 2	$ 27.59	9.85
GROUP 3	$ 27.63	9.85
GROUP 4	$ 27.70	9.85

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.

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
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.

TEAM0541-001 04/01/2011

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		

GROUP 1.....$ 29.76 11.65
GROUP 2.....$ 29.19 11.65
GROUP 3.....$ 28.67 11.65

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom ruck 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

TEAM0682-002 05/01/2012

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1	$ 30.605	8.69+a+b+c+d
GROUP 2	$ 30.805	8.69+a+b+c+d
GROUP 3	$ 30.69	8.69+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.

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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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)).

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 union or non-union.

Union Identifiers

An identifier enclosed in dotted lines beginning with characters other than "SU" denotes that the union classification and rate have found to be prevailing for that classification. Example: PLUM0198-005 07/01/2011. The first four letters , PLUM, indicate the international union and the four-digit number, 0198, that follows 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. The date, 07/01/2011, following these characters is the effective date of the most current negotiated rate/collective bargaining agreement which would be July 1, 2011 in the above example.

Union prevailing wage rates will be updated to reflect any changes in the collective bargaining agreements governing the rates.

0000/9999: weighted union wage rates will be published annually

each January.

Non-Union Identifiers

Classifications listed under an "SU" identifier were derived from survey data by computing average rates and are not union rates; however, the data used in computing these rates may include both union and non-union data. Example: SULA2004-007 5/13/2010. SU indicates the rates are not union majority rates, LA indicates the State of Louisiana; 2004 is the year of the survey; and 007 is an internal number used in producing the wage determination. A 1993 or later date, 5/13/2010, indicates the classifications and rates under that identifier were issued as a General Wage Determination on that date.

Survey wage rates will remain in effect and will not change until a new survey is conducted.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

* an existing published wage determination
* a survey underlying a wage determination
* a Wage and Hour Division letter setting forth a position on a wage determination matter
* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the

interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION