

Federal Project Number TAP-5403(688)
New Ballas Sidewalk Improvement Project

City of Creve Coeur, Missouri
300 N. New Ballas Road

REQUEST FOR BID

BID OF

MoDOT Vendor Number _____

Bidder Name _____

Bidder Address _____

FOR
CONSTRUCTING AND IMPROVING
NEW SIDEWALKS ALONG N. NEW BALLAS ROAD
(LADUE ROAD TO DE SMET HIGH SCHOOL)

City of Creve Coeur, Missouri

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INVITATION FOR BIDS

Sidewalk Project

Sealed bids for the New Ballas Sidewalk Improvement Project TAP-5403(688), will be received by Mr. James Heines, Director of Public Works, at the Creve Coeur Government Center, which is located at 300 N. New Ballas Road, Creve Coeur, Missouri 63141, until 10:00 A.M. (Prevailing Local Time) on TUESDAY, DECEMBER 11, 2018, and at that time will be publicly opened and read. All bids shall be submitted in the form of paper bids. Late bids shall be returned, unopened.

The proposed work includes: asphalt pavement resurfacing, curbing, construction of ADA-compliant sidewalk and curb ramps, entrance improvements, landscaping, and other related work.

Plans and specifications will be available on Thursday, November 1, 2018, and may be obtained from Drexel Technologies, 60 Progress Parkway, Maryland Heights, MO 63043 / www.drexeltech.com / 314-872-0900. A non-refundable fee will be charged.

A pre-bid conference will be held at 10:00 A.M. on Tuesday, November 27, 2018, at the Public Works Conference Room at the Creve Coeur Government Center, located at 300 North New Ballas Road in Creve Coeur. **All potential bidders are encouraged to attend the pre-bid meeting.**

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 City of Creve Coeur 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, sexual orientation, gender, gender identity, disability, familial status, 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 seven (7) days prior to bid opening.

Contractors and sub-contractors who sign a contract to work on public works project 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.

The City of Creve Coeur reserves the right to reject any or all bids. By submitting a Bid, a Bidder agrees that their Bid will not be withdrawn for a period of sixty (60) days except as provided herein, subsequent to the specified time for receipt of Bids and further agrees to the terms and conditions of this Invitation and the Bid Documents regarding the bidding process. No low Bidder shall have a business expectancy merely because their Bid is the lowest one received: until the contract has been awarded, no business expectancy exists. Bids may be withdrawn solely for demonstrated and verifiable clerical or typographical mistake, but not mistake of judgment.

The contract will be awarded to the lowest, responsive, responsible bidder, subject to MoDOT concurrence and confirmation by the Creve Coeur City Council.

The DBE Goal for this project is 11%.

No second-tier subcontracting will be allowed on this project.

CITY OF CREVE COEUR

James H. Heines
Director of Public Works

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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.
- 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (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 the City of Creve Coeur. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.**
- 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 a 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 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.

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

Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.

All questions concerning the bid document preparation or the bidding process can be directed to Matt Wohlberg at the City of Creve Coeur at (314) 442-2084 or mwohlberg@crevecoeurmo.gov. Project-specific questions can be directed to either Matt Wohlberg at the City of Creve Coeur at (314) 442-2084 or Aaron Harrison at Horner & Shifrin, Inc., at (636) 329-9296.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify Matt Wohlberg at the City of Creve Coeur at 314-442-2084, mwohlberg@crevecoeurmo.gov, or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

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TABLE OF CONTENTS

SECTION	PAGE
INVITATION FOR BIDS	i
BIDDER CHECKLIST.....	iii
TABLE OF CONTENTS.....	v
NOTICE TO CONTRACTORS	1
(1) PROPOSED WORK.....	1
(2) COMPLIANCE WITH CONTRACT PROVISIONS	1
(3) PERIOD OF PERFORMANCE.....	2
(4) LIQUIDATED DAMAGES	2
(5) BID GUARANTY	2
(6) CERTIFICATIONS FOR FEDERAL JOBS	2
(7) ANTIDISCRIMINATION.....	2
(8) FEDERAL AND STATE INSPECTION	2
(9) PREVAILING WAGE (FEDERAL AND STATE).....	2
(10) WORKER ELIGIBILITY REQUIREMENTS	3
(11) OSHA TEN HOUR TRAINING REQUIREMENTS.....	3
(12) BUY AMERICA REQUIREMENTS	3
(13) ADDENDUM ACKNOWLEDGEMENT	3
(14) SIGNATURE AND IDENTITY OF BIDDER.....	4
(15) TRAINEES	5
(16) SUBCONTRACTOR DISCLOSURE	5
(17) PROJECT AWARD.....	5
(18) MATERIALS INSPECTIONS	5
(19) PRIME CONTRACTOR REQUIREMENTS.....	5
(20) SALES AND USE TAX EXEMPTION	5
(21) RETAINAGE AND PROMPT PAYMENT	5
(22) ITEMIZED BID.....	5
ITEMIZED BID FORM	7
SAMPLE BID BOND.....	11
DBE SUBMITTAL FORMS	13
DBE CONTRACT PROVISIONS	19
GENERAL CONTRACT PROVISIONS.....	33
JOB SPECIAL PROVISIONS.....	45
FEDERAL AID PROVISIONS	57
FEDERAL AID PROVISIONS.....	59
FHWA FORM 1273	67
STATE WAGE RATE DETERMINATION.....	79
FEDERAL WAGE RATE DETERMINATION	99

TABLE OF CONTENTS (CONTINUED)

SECTION	PAGE
ENVIRONMENTAL AND CULTURAL PERMITS AND CLEARANCES	131
SECTION 106 APPROVAL	133
ENVIRONMENTAL TRACKING FORM.....	135
RIGHT-OF-WAY CLEARANCE.....	143
EASEMENT DOCUMENTS	145
PARCEL #1: 105 NORTH NEW BALLAS ROAD	147
PARCEL #2: 157 NORTH NEW BALLAS ROAD	161
PARCEL #3: 171 NORTH NEW BALLAS ROAD	173
PARCEL #4: 185 NORTH NEW BALLAS ROAD	185
PARCEL #5: 11900 EMERALD GREEN DRIVE	197
PARCEL #6: 11901 EMERALD GREEN DRIVE	209
PARCEL #7: 233 NORTH NEW BALLAS ROAD	221
MODOT ADA CHECKLIST	231
CONTRACT FORMS	253
CITY-CONTRACTOR AGREEMENT	255
FORM OF CONTRACT PERFORMANCE – PAYMENT BOND	259
CONTRACTOR ACKNOWLEDGEMENT	261

NOTICE TO CONTRACTORS

Sealed bids, addressed to Mr. James Heines, Director of Public Works for the City of Creve Coeur, 300 N. New Ballas Road, Creve Coeur, MO 63141, for the proposed work will be received by Mr. Heines at the City of Creve Coeur, located at 300 N. New Ballas Road, Creve Coeur, MO 63141, until 10:00 A.M. (prevailing local time) on Tuesday, December 11, 2018, and at that time will be publicly opened and read aloud. Bids should be delivered to:

Jim Heines, Director of Public Works
City of Creve Coeur
300 N. New Ballas Road
Creve Coeur, MO 63141

(1) PROPOSED WORK

The proposed project, hereinafter called the Work, includes the construction of a new sidewalk along the west side of North New Ballas Road, generally from Ladue Road to DeSmet Jesuit High School, as well as the curb ramps, roadway pavement, driveway entrances, pedestrian island, landscaping, and other work necessary to construct the sidewalk. The Work is described in detail in the Construction Plans.

(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 St. Louis County Standard Specifications for Road and Bridge Construction, Latest Edition, and St. Louis County Standard Drawings, Latest Edition, their revisions, and the request for bid, including appendices, the special provisions, and plans, hereby proposes to furnish all labor, materials, equipment, services, and tools 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 Revisions to Missouri Standard Plans for Highway Construction

The following documents are available on the St. Louis County Department of Highways and Traffic web page at www.stlouisco.com/PropertyandRoads/HighwayPublicationsManuals. The effective version shall be determined by the letting date of the project.

- St. Louis County Standard Specifications for Road and Bridge Construction Manual
- St. Louis County Sediment and Erosion Control Manual
- St. Louis County Standard Drawings

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.

- Federal Highway Administration's "Manual on Uniform Traffic Control Devices," Latest Edition
- Metropolitan St. Louis Sewer District Standard Construction Specifications for Sewers and Drainage Facilities, Latest Edition

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Creve Coeur," and the term "Engineer" is a reference to the Engineer of Record from Horner & Shifrin, Inc., or the City Engineer for the City of Creve Coeur.

The contracting authority for this contract is the City of Creve Coeur.

(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:

Calendar Days: 120

(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 meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. A sample 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

The City will have the right to retain the Bid Guaranty of Bidders to whom an award is being considered until either (a) the City-Contractor Agreement has been executed and the performance bond has been furnished, (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected. The Bid Guaranty of all Bidders to whom an award is not being considered shall be returned promptly after the bid opening.

(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, sexual orientation, gender, gender identity, disability, familial status, 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. 25," that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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 prior to award of this contract.

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 the 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.

(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 102.7.8 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.

Any Bidder who has an objection or concern which they would have standing to raise in court under applicable law regarding the award of the Contract shall deliver written notice thereof to the City Clerk of the City of Creve Coeur in the form of a sworn detailed complaint within one week after the date of mailing of the notice of award or shall be deemed to have waived any and all rights to contest the award. Upon receipt of such complaint, a hearing shall be scheduled by the City Administrator of the City of Creve Coeur to be conducted before him or her as a contested proceeding pursuant to Chapter 536 RSMo. including with rights to judicial review. No other form of remedy, judicial or otherwise, may be sought to contest the award. The City Council of the City of Creve Coeur shall be promptly notified by the City Administrator of his or her decision and may at any time prior to a timely petition for judicial review, or expiration of thirty (30) days after such decision, either confirm or overturn that decision. Absent any such action by the City Council, upon the filing of a timely petition for judicial review, or expiration of such 30-day period, the City Council shall be deemed to have confirmed the decision.

(18) MATERIALS INSPECTIONS

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

The City of Creve Coeur, 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.

(21) RETAINAGE AND PROMPT PAYMENT

Prospective bidders should be advised that, while the City of Creve Coeur will not withhold a particular percentage of the contract sum as retainage, the City may withhold payment for any of the reasons outlined in the Missouri Prompt Pay Act (RSMo 34.057), or as determined by the City's Director of Public Works.

(22) ITEMIZED BID

The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, tools, materials, equipment, and services required for the performance and completion of the work.

All blanks on the Itemized Bid Form shall be filled in by typewriter or manually in ink.

Where so indicated on the Itemized Bid Form, the dollar amount shall be expressed in both words and figures. In case of

any discrepancy between the two, the amount written in words shall govern.

Itemized Bid Form

New Ballas Sidewalk Improvement Project

North New Ballas Road (Ladue Road to DeSmet Jesuit High School)



Sealed Bids Publicly Opened and Read
10:00 am Tuesday, December 11, 2018

Department of Public Works
 City of Creve Coeur, Missouri
 300 North New Ballas Road
 Creve Coeur, MO 63141
 314-872-2533

Contractor's Name _____

Date _____

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
201-20.10	1	CLEARING AND GRUBBING at _____ Per Lump Sum				
202-20.10	1	REMOVAL OF IMPROVEMENTS at _____ Per Lump Sum				
202-22.95	445	SAWCUT (ANY DEPTH / ANY MATERIAL) at _____ Per Linear Foot				
203-10.00	393	CLASS A EXCAVATION at _____ Per Cubic Yard				
203-60.00	21	COMPACTING EMBANKMENT at _____ Per Cubic Yard				
206-99.00	375.0	HAUL OFF EXCESS MATERIAL at _____ Per Cubic Yard				
405-30.99	18.0	ASPHALT DRIVEWAY at _____ Per Square Yard				
502-11.06	115.0	CONCRETE PAVEMENT (6" NON-REINFORCED), CONCRETE APRON & DRIVEWAYS at _____ Per Square Yard				

Subtotal Carried Forward to the Next Page:		
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Itemized Bid Form

New Ballas Sidewalk Improvement Project

North New Ballas Road (Ladue Road to DeSmet Jesuit High School)



Sealed Bids Publicly Opened and Read
10:00 am Tuesday, December 11, 2018

Department of Public Works
 City of Creve Coeur, Missouri
 300 North New Ballas Road
 Creve Coeur, MO 63141
 314-872-2533

Contractor's Name _____

Date _____

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
502-11.08	263	CONCRETE PAVEMENT (8" NON-REINFORCED), STREET PAVEMENT at _____ Per Square Yard				
603-10.35	1	ADJUST WATER SERVICE VALVE BOX TO GRADE at _____ Per Each				
603-99.01	3	ADJUST GAS VALVE/BOX TO GRADE at _____ Per Each				
603-99.02	2	ADJUST LIGHT STANDARD TO GRADE at _____ Per Each				
604-20.30	1	ADJUST MANHOLE TO GRADE at _____ Per Each				
604-90.55	41	STANDARD CAST IRON INLET COVER at _____ Per Each				
608-10.00	25	CONCRETE MEDIAN at _____ Per Square Yard				
608-60.04	620	CONCRETE SIDEWALK (4" THICK) at _____ Per Square Yard				

Subtotal Carried Forward to the Next Page:		
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Itemized Bid Form

New Ballas Sidewalk Improvement Project

North New Ballas Road (Ladue Road to DeSmet Jesuit High School)



Sealed Bids Publicly Opened and Read
10:00 am Tuesday, December 11, 2018

Department of Public Works
 City of Creve Coeur, Missouri
 300 North New Ballas Road
 Creve Coeur, MO 63141
 314-872-2533

Contractor's Name _____

Date _____

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
608-60.06	26	CONCRETE SIDEWALK (6" THICK) at _____ Per Square Yard				
608-60.07	75	CONCRETE SIDEWALK, CURB RAMP (7" THICK) at _____ Per Square Yard				
608-60.98	107	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION) at _____ Per Square Foot				
609-10.10	17.0	CONCRETE CURB, TYPE "S" at _____ Per Linear Foot				
609-20.11	630	INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE A at _____ Per Linear Foot				
609-30.10	19	ASPHALT CURB at _____ Per Linear Foot				
616-10.05	45	CONSTRUCTION SIGNS at _____ Per Square Foot				
616-10.25	50.0	CHANNELIZER (TRIM LINE) at _____ Per Each				

Subtotal Carried Forward to the Next Page:		
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Itemized Bid Form

New Ballas Sidewalk Improvement Project
 North New Ballas Road (Ladue Road to DeSmet Jesuit High School)



Sealed Bids Publicly Opened and Read
10:00 am Tuesday, December 11, 2018

Department of Public Works
 City of Creve Coeur, Missouri
 300 North New Ballas Road
 Creve Coeur, MO 63141
 314-872-2533

Contractor's Name _____ Date _____

Item Number	Quantity	Item with Unit Bid Price Written in Words	Unit Price		Amount	
			Dollars	Cents	Dollars	Cents
619-00.00	1	MOBILIZATION at _____ Per Lump Sum				
619-99.00	1	CONTRACTOR FURNISHED SURVEYING AND STAKING at _____ Per Lump Sum				
621-20.11	40	PERMANENT WHITE PAVEMENT STRIPING, PAINT, 12" at _____ Per Linear Foot				
621-20.12	32	PERMANENT WHITE PAVEMENT STRIPING, PAINT, 24" at _____ Per Linear Foot				
803-10.00	1,321	SODDING at _____ Per Square Yard				
806-99.00	1	EROSION CONTROL at _____ Per Lump Sum				
903-10.99	2	RELOCATE SIGN at _____ Per Each				

TOTAL BID:

--	--

 Bid Form Completed By

 Title

 Signature

SAMPLE BID BOND

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

Sealed with our seals and dated this _____ day of _____, 20____.

WHEREAS, the principal is submitting herewith a bid to the City for improvements along and to North New Ballas Road, a publicly maintained street in the City of Creve Coeur, Missouri, which is in Saint Louis County, Missouri, for the **New Ballas Sidewalk Improvement Project TAP-5403(688)**, for the addition of a sidewalk between Ladue Road and DeSmet Jesuit High School, as set out in said bid (hereinafter the "Project");

NOW THEREFORE, if the City shall accept the bid of the principal, and if the City judges that the bid of the principal is the lowest responsive and responsible bid, and if the Missouri Department of Transportation shall concur in the City's determination and recommendation for award of the contract for the Project to the principal, and if the principal shall properly execute and deliver to the City the contract, contract bond, and evidence of insurance coverage in compliance with the requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the City, then this obligation shall be void and of no effect. Otherwise, it shall remain in full force and effect.

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

In the event that the bid of the principal is not accepted by the City or is not recommended for award of the contract for the Project, then the City shall return the bid bond to the principal promptly upon award of the contract to another firm.

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

SEAL

By

Principal

Signature

Surety

SEAL

By

Signature of Attorney in Fact

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

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DBE SUBMITTAL FORMS

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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 **Department of Public Works of the City of Creve Coeur** by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is **(314) 872-2505** and the email address for submittal is **mwohlberg@crevecoeurmo.gov**. The original copy must be mailed by overnight mail to the City of Creve Coeur 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			
2.					
		Total			
3.					
		Total			
4.					
		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 <u>Fees</u> for Trucking Services	
Brokered Services				Only Include <u>Fees</u> for Brokered Services	
Totals (Page 1)					
Totals (Page 2)					
Totals (additional pages if needed)					
Total DBE Participation					

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

Company: _____ Date: _____

By: _____ Title: _____

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DBE CONTRACT PROVISIONS

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR LOCAL PROGRAMS

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

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

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

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

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

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

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

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

7.0 DBE Program Information. DBE Program information may be obtained from the MoDOT External Civil Rights Director, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-4309, Fax (573) 526-0558, E-Mail: dbe@modot.mo.gov. 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.

GENERAL CONTRACT PROVISIONS

These general provisions are intended to supplement the Standard Specifications. In the event of a conflict between these provisions and the Standard Specifications, these provisions shall prevail.

SECTION 1 CONTRACTOR'S RESPONSIBILITIES AND EXPECTATIONS

1.1 DEFINITION OF CONTRACTOR

- 1.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.
- 1.1.2 The Contractor is an independent person or organization, and at no time should either the Contractor or his employees represent themselves as either employees or agents of the City of Creve Coeur.

1.2 SUPERVISION AND CONSTRUCTION PROCEDURES

- 1.2.1 The Contractor shall supervise and direct the Work using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences, and procedures employed in performing or coordinating any portion of the Work.
- 1.2.2 The Contractor shall maintain a professional appearance and shall engage in professional conduct at all times during the execution of the Work, as determined by the City.
- 1.2.3 The Contractor shall be responsible for the appearance and conduct of his employees and subcontractors at all times. The Contractor's employees, and any subcontractor's employees, shall wear appropriate uniform and/or protective attire while performing the Work.
- 1.2.4 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.
- 1.2.5 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, the employee shall be immediately dismissed.

1.3 PERMITS, FEES, AND NOTICES

- 1.3.1 The Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the Work.

- 1.3.2 The Contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the Work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, he shall promptly notify the City in writing, and any necessary changes shall be adjusted by appropriate Modification. If the Contractor performs any work knowing it to be contrary to such laws, ordinances, rules, and regulations and without such notice to the City, the Contractor shall assume full responsibility thereof and shall bear all costs attributable thereto.

1.4 SUPERINTENDENT

- 1.4.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site(s) during the progress of the Work. This person shall be a non-working superintendent who will be responsible for the satisfactory progression of the Work and to ensure that all work is being completed in accordance with the plans and Specifications. The superintendent shall be satisfactory to the City and shall not be changed except with the consent of the City. The superintendent shall also relay any conflicts or discrepancies that arise in the plans to the City's representative for resolution or interpretation. The superintendent shall represent the Contractor, and all communications given to the superintendent shall be as binding as if given to the Contractor.

1.5 CLEANING UP

- 1.5.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the job site, and all excavated material shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.
- The Contractor shall be responsible for proper storage, protection, and handling of all materials to ensure preservation of the materials' quality, cleanliness of public rights of way, and public safety. If required by the Director of Public Works, the Contractor shall place materials on wood platforms or other hard surfaces to protect the area from damage or disturbance.
 - The Contractor is responsible for securing his own project storage site which shall not be located on City right-of-way without prior written consent of the Director of Public Works.
- 1.5.2 The Contractor may park construction vehicles overnight within the public right of way and adjacent to the work site that the Contractor reasonably expects to use at that site within 24 hours, and only with the prior consent of the Director of Public Works.

- No construction vehicles or equipment shall be parked within the public right of way over any weekend, unless expressly approved by the Director of Public Works.
- 1.5.3 Any street or sidewalk pavement adjacent to the work site and open to traffic shall be kept free of rock, debris, tools, and equipment so to maintain traffic. The Contractor shall clean these areas throughout the day as required by the Director of Public Works.
- 1.5.4 At the end of each work day, or at intervals throughout the day as determined by the City, the Contractor shall remove all remaining waste materials and rubbish from and about the project area, as well as all tools, construction equipment, machinery, and surplus materials, and shall clean all surfaces (streets, sidewalks, vehicles, or other private property as necessary and as determined by the Director of Public Works) so to leave the job site “broom clean” or its equivalent. **Failure to comply with this section will result in an immediate Stop Work order.**

SECTION 2 CONFLICTS OF INTEREST

- 2.1.1 The parties agree to abide by all applicable federal, state, and local laws, ordinances, and regulations relating to conflicts of interest.
- 2.1.2 Additionally, but not in limitation of the foregoing, no elected official or other official of the City having any power of review or approval of any of the undertakings contemplated by this Agreement, shall knowingly participate in any decision(s) relating thereto which affect his or her personal interests or those of his/her immediate family, or those of any corporation or partnership in which he or she or a member of his/her immediate family is directly or indirectly interested.
- 2.1.3 The City shall not knowingly, after due inquiry, employ or contract with any person if a member of his or her immediate family is a member of the Creve Coeur City Council, or is employed by the City in an administrative capacity (i.e., those who have selection, hiring, supervisory, or operational responsibility for the Work to be performed pursuant to this Agreement); provided, however, that the foregoing shall not apply to temporary or seasonal employment. The City shall not knowingly, after due inquiry, employ or contract with any corporation or partnership if an elected official of the City or a person employed by the City in an administrative capacity (as defined in the foregoing sentence), or a member of the immediate family of such elected official or person employed in an administrative capacity shall have an interest, directly or indirectly, therein.
- 2.1.4 For the purposes of this section, “immediate family” includes: husband, wife, son, daughter, father, mother, brother, sister, brother-in-law, sister-in-law, father-in-law, mother-in-law, uncle, aunt, nephew, niece, stepparent, and stepchild.
- 2.1.5 For purposes of this section, a person shall be deemed to have an interest in a corporation or partnership if he or she, or any member of his/her immediate

family shall own, whether singularly, collectively, directly, or indirectly, ten percent (10%) or more of any corporation or partnership, or shall own an interest having a value of ten thousand dollars (\$10,000) or more therein, or an individual or a member of his/her immediate family shall receive, whether singularly or collectively, directly or indirectly, of a salary, gratuity, or other compensation or remuneration of five thousand dollars (\$5,000) or more, per year therefrom.

- 2.1.6 In the event that any or all of the foregoing provision(s) shall conflict with federal, state, or other local laws, ordinances, or regulations, then the requirements of such federal, state, or local laws, ordinances, or regulations shall prevail. Compliance with the foregoing provisions shall not relieve parties contracting with the City from adherence to any and all additional requirements regarding conflicts of interest set forth in such federal, state, or other local laws, ordinances, or regulations.

SECTION 3 INSURANCE REQUIREMENTS

3.1 PROOF OF INSURANCE

- 3.1.1 Proof of compliance with all insurance requirements in form acceptable to the City shall be filed with the City prior to commencement of the Work. The Owner's Protective policy shall name the City as the Insured and other policies must cover the City as an additional primary insured. All policies must be endorsed to require at least thirty (30) days advance written notice to the City of any change or cancellation.

3.2 CONTRACTOR'S LIABILITY INSURANCE

- 3.2.1 The Contractor shall purchase and maintain such insurance required in the City-Contractor Agreement and these General Contract Provisions to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.
- 3.2.2 The Contractor and his Subcontractors shall procure and maintain during the life of this Contract insurance of the types and minimum amounts as follows:
- Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$1,000,000.
 - Comprehensive General Liability and Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate

- Comprehensive Automobile Liability, Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each accident
 - Owner's Protective Bodily Injury
 - Including Death: \$1,000,000 each person
\$1,000,000 each occurrence
 - Property Damage: \$1,000,000 each occurrence
\$1,000,000 aggregate
- 3.2.3 The Contractor's protective policy shall name the City as the Insured and other policies must cover the City as an additional primary insured. All policies must be endorsed to require at least thirty (30) days advance written notice of any change or cancellation. Proof of compliance with these insurance requirements must be furnished to and approved by the City prior to the Contractor commencing the work on this project.
- 3.2.4 The Contractor's insurance shall be written for not less than any limits of liability specified herein, or required by law, whichever is greater.

3.3 CONTRACTOR'S PROPERTY INSURANCE

- 3.3.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism, and Malicious Mischief.
- 3.3.2 The Contractor shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work.
- 3.3.3 Any loss insured by property insurance maintained by the City shall be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgage clause.
- 3.3.4 The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided herein, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require similar waivers by Sub-contractors and Sub-subcontractors.

SECTION 4 CITY PURCHASING PREFERENCES**4.1 AMERICAN GOODS PREFERENCE**

- 4.1.1 The Contractor is requested to use American products in the performance of this Contract whenever the quality and price are comparable with goods from other countries.

4.2 ENVIRONMENTAL PREFERENCE

- 4.2.1 The City promotes environmentally sustainable practices by purchasing environmentally preferable products when cost, quality, variety, quantity, delivery time, and other defined specifications are not significantly inferior to competing commodities and services. Whenever possible, proposals shall provide applicable information relating to how the vendor's product is environmentally preferable. Environmentally preferable products are commodities or services that carry the certification of one (1) of the following national independent environmental certifying programs:

- EPEAT (Electronic Product Environmental Assessment)
- Energy Star
- Environmental Choice (Canada EcoLogo)
- Forest Stewardship Council
- Green Guard for Children and Schools
- Green Seal
- Green-e
- USDA Organic

Or that assume one (1) or more of the following qualities to a greater degree than comparable commodities and services:

- Biobased
- Biodegradable
- Carcinogen-free
- Chlorofluorocarbon-free (CFC-free)
- Compostable
- Durable or reusable, as opposed to single-use or disposable
- Energy efficient
- Heavy-metal free (e.g. no lead, mercury, cadmium)
- Less hazardous
- Low volatile organic compound (VOC) content
- Low-toxicity
- Made from rapidly renewable materials
- Persistent, bioaccumulative toxic free (PBT-free)
- Procured from vendors and contractors that follow green policies in their own operations

- Recyclable
- Recycled content
- Reduced greenhouse gas emissions
- Reduced packaging, especially polystyrene
- Refurbished
- Resource efficiency
- Upgradeable
- Water Efficient

SECTION 5 PERFORMANCE OF THE WORK

5.1 SAFETY PRECAUTIONS AND PROGRAMS

5.1.1 The Contractor shall initiate, maintain, and supervise safety precautions and programs in connection with the performance of the Work.

5.2 SAFETY OF PERSONS AND PROPERTY

5.2.1 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury, or loss to:

- All employees on the Work and all other persons who may be affected thereby;
- All the Work, materials, and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody, or control of the Contractor or any of his Subcontractors or Sub-subcontractors;
- Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction or execution of the Work;
- Trees within the right-of-way. The Contractor will be allowed to trim trees within the City's right-of-way, as necessary and with prior approval of the Director of Public Works, to prevent damage by the Contractor's equipment.
- Sprinkler systems. Any sprinkler system conflicting with or damaged by the Contractor's work shall be relocated, repaired, replaced, or reconstructed in kind as is necessary, to a fully operational condition, at the Contractor's expense.

5.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority having jurisdiction over the safety of persons or property in or near the project site to protect persons or property from damage, injury, or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying the City and users of adjacent utilities. The Contractor shall provide signs,

barrels, or any other traffic control and safety devices which the City deems necessary for public safety according to the contractor's traffic control plan. This work shall be considered incidental to the Contract, and no additional payment will be made, unless specifically indicated otherwise in the Contract Documents.

5.3 CONTRACTOR'S WORK SCHEDULE

- 5.3.1 The Contractor shall notify the Director of Public Works, sufficiently in advance of operations, in order to provide for suitable inspection of the preparation work performed by the Contractor. In no case will the Contractor be permitted to begin operations without prior approval by the Director of Public Works.
- 5.3.2 Work is restricted to a normal eight-hour day, five-day week, with the Contractor and all Subcontractors working on the same shift. No work may begin prior to 7:00 a.m.
- 5.3.3 Within seven (7) calendar days after being awarded the Contract, the Contractor shall prepare and submit for the City's approval a Construction Schedule for the Work in a bar chart format that indicates the dates for starting and completing the various stages of the construction on a location-by-location basis.
- 5.3.4 The Notice to Proceed shall be issued within fourteen (14) calendar days after the award of the Contract or submittal to and approval by the City of the schedule, proof of insurance, bonds, traffic control plan, and any other required documents, whichever is later. Undue delay in submitting such required documents shall be grounds for termination of the Contract by the City upon three (3) days advance written notice.
- 5.3.5 The Contractor shall be required to substantially finish portions of the Work as designated by the City prior to continuation of further work remaining on the project. This may include backfilling, paving, sodding, or cleanup, as designated by the City.
- 5.3.6 Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract.
- 5.3.7 No extension of time shall be granted for any delay, the cause of which occurs more than seven (7) days before claim therefore is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight, as determined by the Director of Public Works.
- 5.3.8 Weather shall not constitute a cause for granting an extension of time.

5.4 ADVANCE NOTICE AND HOURS OF WORK

- 5.4.1 All work is to be accomplished between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday, unless alternate hours are approved and agreed upon by the City. No work shall be performed on Saturdays, Sundays, or legal holidays (as defined herein) unless approved by the Director of Public Works.

- 5.4.2 The Contractor may perform night-time operations with approval from the City. A written request shall be submitted to the City seven (7) calendar days prior to the proposed commencement of night-time operations. All night-time operations shall be accomplished between the hours of 8:00 p.m. and 6:00 a.m. Sunday through Thursday.
- 5.4.3 The Contractor electing to perform night-time operations may do so with no additional cost to the City.

5.5 OVERTIME AND HOLIDAYS

- 5.5.1 In order to provide sufficient control of the work, the Contractor shall be required to inform the City of scheduled overtime work, including work on Saturdays, Sundays, and City holidays as given below at least forty-eight (48) hours in advance of any such work.
- 5.5.2 City Holidays. There are ten (10) holidays observed by the City and designated as "City holidays." They are:
- (1) New Year's Day
 - (2) Martin Luther King, Jr. Day
 - (3) Presidents Day
 - (4) Memorial Day
 - (5) Independence Day (Fourth of July)
 - (6) Labor Day
 - (7) Veterans' Day
 - (8) Thanksgiving Day
 - (9) Day after Thanksgiving
 - (10) Christmas Day
- 5.5.3 No work shall be performed on a City holiday, or the day(s) designated by the City to be in observance of these holidays, unless otherwise ordered or approved by the Director of Public Works.
- 5.5.4 If a City holiday falls on a Saturday, that holiday shall be observed on the preceding Friday. Similarly, should a City holiday fall on a Sunday, that holiday shall be observed on the following Monday.
- 5.5.5 Numerous religious and secular holidays are observed by many residents. Examples include Hanukah, Easter, and Halloween. The City reserves the right to require that the Contractor take special care to coordinate the work, site cleanliness, vehicle storage, and other aspects of the project to accommodate these holidays.

5.6 PROTECTION DURING CONSTRUCTION

- 5.6.1 During the progress of the Work, the Contractor shall protect all existing and new work from injury or defacement and particular care shall be taken of all finished parts. Any damage occurring to the work from any cause, including any damage

caused by others and utilities, shall be properly repaired and/or replaced at the Contractor's expense to the satisfaction of the Director of Public Works.

- 5.6.2 The Contractor shall protect, maintain, adjust, repair, or replace private facilities within the project limits that are disturbed through the course of the Work, as directed by the Director of Public Works. Such facilities include, but are not limited to, decorative landscaping borders, lawn irrigation systems, and invisible dog fences.
- 5.6.3 The Contractor is also responsible for any repair and/or maintenance required throughout the project limits from Notice to Proceed until final acceptance of the Work by the City. These maintenance items or repairs include, but are not limited to: pothole repair, resurfacing temporary roads, maintenance of utility cuts, street sweeping, and mowing.

5.7 RESPONSIBILITY FOR DAMAGED ITEMS

- 5.7.1 The Contractor is responsible for the maintenance of all items completed by him and his subcontractors until acceptance by the City of Creve Coeur, either partial or final. Maintenance shall include removal and replacement of damaged items, either existing or newly constructed, or portions of items to the extent necessary for the work to fully comply with the specifications.
- 5.7.2 Damage to adjacent public or private infrastructure during the construction or performance of the Work shall be corrected at the sole expense of the Contractor. If, in the opinion of the Director of Public Works, the damage is too severe for a repair, the damaged infrastructure shall be removed and replaced at the Contractor's expense.
- 5.7.3 No direct or additional payment will be made for the cost of repair or replacement of damaged items, and no adjustment in final quantities will be made.

5.8 WORKMANSHIP

- 5.8.1 The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the Work to full completion in the manner and time required by the Contract Documents. All workmen shall have sufficient skill and experience to properly perform the work assigned to them.

5.9 RESTROOM FACILITIES

- 5.9.1 The Contractor shall provide, secure, and maintain restroom facilities at the job site. Facilities shall be in place prior to initiating work on a site and shall be maintained for the entire time work is being performed at a site. The restroom facility location shall be approved by the City prior to placement. No direct payment will be made for the restroom facility.

5.10 CONCRETE WASHOUT

- 5.10.1 The Contractor shall make arrangements to prevent washout water from concrete paving operations, whether from concrete trucks or paving equipment, from entering the storm sewer system or leaving the project site. The Contractor may

accomplish this by the use of water-tight containers or other best management practices (BMP's) recommended and/or approved for use by the Metropolitan St. Louis Sewer District (MSD).

- 5.10.2 The method of containing/filtering the washout water must be adequately maintained to prevent cement-laden water from entering the storm sewer system or leaving the project site.
- 5.10.3 The installation, maintenance, and cleanup of any concrete washout areas shall be considered incidental to the project. Therefore, any labor, materials, equipment, tools, or work associated with concrete washouts will not be measured for payment, and no direct payment will be made for any costs associated with these facilities.

5.11 PIN CAPS

- 5.11.1 The Contractor, at his own cost, shall provide and use OSHA approved pin caps as the Work dictates. Pin/rebar caps shall contain a steel plate to protect against impalement injuries. These pin/rebar caps shall be bright orange and meet or exceed all OSHA and Federal Impalement Protection Regulations. Pin/rebar caps shall be placed at the time of installation of concrete forms and shall be on each pin. Pin/rebar caps will not be removed until concrete forms are taken down.
- 5.11.2 The use of mushroom style caps or tent style caps are prohibited, and fines for the use of these style caps will be the same as if no cap was present.
- 5.11.3 The Contractor may make a written request to the City to allow the Contractor to substitute pin caps for an alternate safety protection measure. A possible substitution could be the driving of form pins flush with the forms; however, this alternative must be approved by the City prior to construction.
- 5.11.4 The Contractor shall forfeit as a penalty to the City One Hundred Dollars (\$100.00) for each occurrence per day that the safety pin caps are missing from a job site area.

5.12 FIREARMS

- 5.12.1 There shall be absolutely no firearms carried by any individual or stored in any vehicle on any City of Creve Coeur work site.

5.13 ACCESS

- 5.13.1 Areas of intersections, sidewalks, driveways, and roadways within the construction limits shall be constructed in phases so that at no time will access be denied.
- 5.13.2 Access to private driveways will be limited by the nature of the Work. The Contractor shall schedule his work such that at no time during the life of this Contract will any driveway be denied access for any reason other than for active paving operations or the curing of hot mix asphalt. All concrete, including curbs, sidewalks, and driveway pavements, shall be excavated, formed, and poured within a two-calendar-day period for each driveway. Excavation for this work

shall be accomplished a maximum of one (1) calendar day prior to forming; however, access shall be provided immediately after excavation. At the end of the curing period, access to driveways shall be immediately supplied using asphalt or compacted aggregate. The first lift of all asphalt drives shall be completed and paved within fourteen (14) calendar days of their excavation.

- 5.13.3 All temporary materials used for access will be the responsibility of the Contractor and shall be included in his unit bid price for each related item. No separate payment will be made for the placement, maintenance, or removal of said access.
- 5.13.4 If said access is not supplied as set out above, the City will supply said access with its own forces, without notification to the Contractor, and will deduct such costs from the sums due the Contractor, notwithstanding any other provisions given in this Contract.
- 5.13.5 Wherever excavation affects pedestrian access to houses or public buildings, plank or other suitable bridges shall be placed at convenient intervals.
- 5.13.6 The Contractor is required to notify all residents a minimum of forty-eight (48) hours but not more than seventy-two (72) hours in advance of any work that will limit access to their driveway(s). The notice shall be on company letterhead, in a format approved by the City, and shall contain the date when work that will limit their access is expected to begin. If the date of the work changes, additional notices explaining the change and the new start date shall be delivered by the Contractor.

5.14 CONSTRUCTION STAKING AND LAYOUT

- 5.14.1 The Contractor shall be responsible for providing labor, equipment, and materials necessary for construction staking and layout as required, to the grades, elevations, and alignment shown on the plans or as determined by the City. No payment shall be made for restaking except as expressly authorized due to changes made by the City during construction.
- 5.14.2 The Contractor shall construct new roadway, driveway, and sidewalk pavement such that the pavement provides adequate drainage, as determined by the Director of Public Works, and that no lasting ponding occurs. New pavement that does not drain properly shall be removed and replaced at no additional cost to the City.
- 5.14.3 The Contractor shall be solely responsible for meeting the accessibility requirements set out by the Americans with Disabilities Act (ADA) in all sidewalk and accessible curb ramp construction.

JOB SPECIAL PROVISIONS

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JOB SPECIAL PROVISIONS

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

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

- A. Work Zone Traffic Management Plan
- B. Project Contact for Contractor/Bidder Questions
- C. Utilities
- D. ADA Compliance
- E. Clearing and Grubbing
- F. Removal of Improvements
- G. Adjust Water Service Valve Box to Grade
- H. Adjust Gas Valve/Box to Grade
- I. Adjust Light Standard to Grade
- J. Mobilization
- K. Contractor Furnished Surveying and Staking
- L. Erosion and Siltation Control
- M. Relocate Sign
- N. Project Closeout



A. WORK ZONE TRAFFIC MANAGEMENT PLAN

1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.

2.0 Traffic Management Schedule.

2.1 Traffic management schedules shall be submitted to the City for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.

2.2 The contractor shall notify the City prior to lane closures or shifting traffic onto detours.

2.3 The City shall be notified as soon as practical of any postponement due to weather, material or other circumstances.

2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

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

2.5.1 Traffic Delay. The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 5 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

2.5.2 Traffic Safety.

2.5.2.1 Where traffic queues routinely extend to or within 500 feet (150 m) of the ROAD WORK AHEAD, sign on an Ladue Road, N. New Ballas Road, and/or Emerald Green Drive, the contractor shall extend the advance warning area, as approved by the City.

2.5.2.2 When a traffic queue extends to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway due to non-recurring congestion, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the City. The warning location shall be no less than 1000 feet (300 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on divided highways and no less than 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

B. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

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

*Matt Wohlberg
 City Engineer
 City of Creve Coeur
 300 N. New Ballas Rd.
 (314) 442-2084*

C. UTILITIES

1.0 For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>
AT&T 12851 Manchester Rd. St. Louis, MO 63131 Contact: Terry Rodgers Telephone: 636-448-4621	No
Ameren Missouri 12121 Dorsett Rd. Maryland Heights, MO 63043 Contact: Rachel Sponsler Telephone: 314-344-9560	Yes
Charter Communications 941 Charter Commons Town and Country, MO 63017 Contact: Ron Williams Telephone: 636-387-6633	No
Level 3 Communications 1025 Eldorado Blvd. Broomfield, CO 80021 Contact: Zan Marie Rypkema Telephone: 720-888-1089	No
Spire (Laclede Gas) 3950 Forest Park Ave. St. Louis, MO 63108 Contact: Dave Sherman Telephone: 314-768-7767	No

CenturyLink 1151 Centurytel Dr., Bldg. A Wentzville, MO 63385 Contact: Kirk Thaelke Telephone: 636-887-4752	No
Missouri American Water Company 727 Craig Rd. St. Louis, MO 63141 Contact: Monte Griffith Telephone: 314-996-2338	No
Metropolitan St. Louis Sewer District 2350 Market St. St. Louis, MO 63103 Contact: Tom Boehm Telephone: 314-335-2046	No
Qwest Communications 16141 Swingley Ridge Rd., Suite 200 Chesterfield, MO 63017 Contact: Jason Johns Telephone: 916-296-8520	No
XO Communications 810 Jorie Blvd., Suite 200 Oak Brook, IL 60523 Contact: Randy Wood Telephone: 630-371-3159	No
Edward Jones 201 Progress Parkway Maryland Heights, MO 63043 Contact: Jim Wuelling Telephone: 314-515-6196	No

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the City at this time. This information is provided by the City "as-is" and the City expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the City shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence and physical location and status of any utility facility. Such verification includes direct contact with the listed utilities.

1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the

compensability of the presence of utilities, delay in their relocation and any cost to the contractor, it's subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subcontractors operation. The contractor shall hold and save harmless the City from damages to any utility facilities interruption of service by it or it's subcontractor's operation.

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

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

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

3.0 Known Required Utility Adjustment

3.1 Ameren Missouri

Direct conflict items that will require relocation modification of guywires on existing power poles

- There are two (2) existing utility poles along the west side of N. New Ballas Road (Sta. 1+05.00 and Sta. 9+92.00) that have guy wires that are in conflict with the new sidewalk.

Ameren UE has reviewed the plans and will make adjustments once a request has been made through their construction hotline at 1-866-992-6619.

The Contractor shall coordinate their work schedule with Ameren UE to facilitate the adjustments to the guy wires.

D. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES JSP-10-01A

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

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

http://www.modot.mo.gov/business/contractor_resources/forms.htm

2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the

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

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

3.0 Coordination of Construction.

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

3.2 When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

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

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

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

5.0 Form Inspection. An inspection of the form work shall be required for each proposed curb ramp and cut through included in the work. The purpose of this inspection is to verify that the proposed construction meets the applicable ADA guidelines. IN cases where existing conditions prevent the work from meeting the ADA guidelines, this inspection shall serve as a conference between the inspector and the City to determine the best possible alternative at that location. The inspection report will be a record of the characteristics and reasons for any failure to meet ADA guidelines.

- a. The Contractor is ultimately responsible for constructing curb ramps that meet the applicable ADA requirements. While the form inspection provides approval of the formed work, it shall be the Contractor's responsibility to ensure that ADA guidelines are still met by the construction. The

Contractor shall take full responsibility for changes to the forms after the form inspection and for as-built grades and elevations.

- b. The Contractor shall notify the Director of Public Works or his designated construction inspector upon completion of the form work for each location of work and a minimum of twenty-four (24) hours in advance of his intent to pour concrete. Failure by the Contractor to provide adequate notification may result in the removal and replacement of the work at the Contractor's expense.
- c. The Contractor shall be responsible for remedying any deficiency identified in the work that results from deviation from the approved form work or that results from any lack of understanding or misinterpretation of the ADA guidelines. Remedy may include the removal and replacement of the entire improvement, as determined by the Director of Public Works.

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

6.1 No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

E. CLEARING AND GRUBBING

1.0 Description. This work shall consist of all work and materials necessary to complete clearing and grubbing in accordance with St. Louis County Standard Specifications for Highway Construction, latest edition.

2.0 Method of Measurement. The quantity of Clearing and Grubbing shall be measured as LUMP SUM.

3.0 Basis of Payment. The accepted quantity of Clearing and Grubbing will be paid for at the contract unit price LUMP SUM, which shall include all materials, equipment, and tools necessary for the work.

F. REMOVAL OF IMPROVEMENTS

1.0 Description. This work shall consist of all work and materials necessary to complete removal of improvements in accordance with St. Louis County Standard Specifications for Highway Construction, latest edition.

2.0 Method of Measurement. The quantity of Removal of Improvements shall be measured as LUMP SUM.

3.0 Basis of Payment. The accepted quantity of Removal of Improvements will be paid for at the contract unit price LUMP SUM, which shall include all materials, equipment, and tools necessary for the work.

G. ADJUST WATER SERVICE VALVE BOX TO GRADE

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

2.0 Method of Measurement. The quantity of Adjust Water Service Valve Box to Grade shall be measured per EACH.

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

H. ADJUST GAS VALVE BOX TO GRADE

1.0 Description. This work shall consist of all work and materials necessary to adjust existing gas valve box to grade as shown on the plans.

2.0 Method of Measurement. The quantity of Adjust Gas Valve Box to Grade shall be measured per EACH.

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

I. ADJUST LIGHT STANDARD TO GRADE

1.0 Description. This work shall consist of all work and materials necessary to adjust existing light standard to grade as shown on the plans.

2.0 Method of Measurement. The quantity of Adjust Light Standard to Grade shall be measured per EACH.

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

J. MOBILIZATION

1.0 Description. This item shall consist of preparatory work and operations including, but not limit to, those necessary for the movement of personnel, equipment, supplies, and incidentals to the project site; for the establishment of all offices, buildings and other facilities necessary for work on the project except as provided in the contract as separate pay items; and for all other work and operations which must be performed, or costs incurred, prior to beginning work on the various items on the project site.

2.0 Method of Measurement. The quantity of Mobilization shall be measured as LUMP SUM.

3.0 Basis of Payment. The accepted quantity of Mobilization will be paid for at the contract unit price LUMP SUM.

K. CONTRACTOR FURNISHED SURVEYING AND STAKING

1.0 Description. This work shall consist of all work and materials necessary to provide Contractor Furnished Surveying and Staking as necessary for construction of the improvements shown on the plans.

2.0 Method of Measurement. The quantity of Contractor Furnished Surveying and Staking shall be measured as LUMP SUM.

3.0 Basis of Payment. The accepted quantity of Contractor Furnished Surveying and Staking will be paid for at the contract unit price LUMP SUM, which shall include all materials, equipment, and tools necessary for the work.

L. EROSION AND SILTATION CONTROL

- 1.0 Description.** This work shall consist of all work and materials necessary to provide Erosion and Siltation Control in accordance with St. Louis County Specifications and the St. Louis County Sediment and Erosion Control Manual.
- 2.0 Method of Measurement.** The quantity of Erosion and Siltation shall be measured as LUMP SUM.
- 3.0 Basis of Payment.** The accepted quantity of Erosion and Siltation Control will be paid for at the contract unit price LUMP SUM, which shall include all materials, equipment, and tools necessary for the work.

M. RELOCATE SIGN

- 1.0 Description.** This work shall consist of all work and materials necessary to relocate existing signs and provide any necessary new sign post and foundations. Sign post shall match the existing post, to the extent possible, as determined by the Director of Public Works.
- 2.0 Method of Measurement.** The quantity of Relocate Sign shall be measured per EACH.
- 3.0 Basis of Payment.** The accepted quantity of Relocate Sign will be paid for at the contract unit price per EACH, which shall include all materials, equipment, and tools necessary for the work.

N. PROJECT CLOSEOUT

1.0 The Contractor shall close out the project in the following manner or as otherwise directed by the City:

Final inspection and approval by the City.

- A. Any claim from subcontractors, utilities, or adjacent property owners must be cleared.
- B. Contractor shall submit monthly partial release of liens from Subcontractors and Vendors to the City for the prior month's pay request.
- C. The Contractor shall maintain a record set of drawings at the site and mark thereon any changes as the work proceeds. Upon completion of the work, these "as-built" changes shall be transferred, with the changes clearly identified, onto a clean set of drawings. Contractor shall supply these drawings to MoDOT and the City for review and approval prior to final payment.
- D. Contractor shall supply lien waivers for all material, labor and equipment with the final pay request for the project.
- E. Contractor shall submit an "Affidavit" on the form provided in the State Wage Rates, included with this specification, to the Missouri Division of Labor Standards copied to the City of Creve Coeur PRIOR to application for final payment of the project.
- F. The Contractor shall provide any additional required certifications prior to project close out in accordance with MoDOT, St. Louis County and the City of Creve Coeur.

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FEDERAL AID PROVISIONS

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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

<u>County</u>	<u>Goal (Percent)</u>	<u>County</u>	<u>Goal (Percent)</u>
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, rate 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.

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

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

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

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

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

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualified 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 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 any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

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

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

1. Instructions for Certification – First Tier Participants:

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

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

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

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

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

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

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

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

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

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

* * * * *

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.

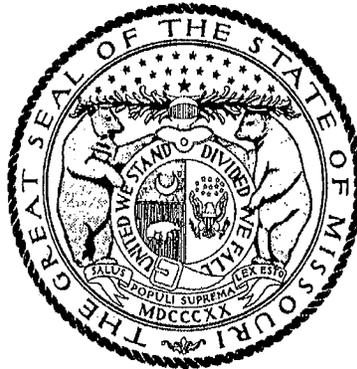
6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

STATE WAGE RATE DETERMINATION

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Missouri Division of Labor Standards

WAGE AND HOUR SECTION



ERIC R. GREITENS, Governor

Annual Wage Order No. 25

Section 100

ST. LOUIS 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 _____

Matt Cowell, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 9, 2018**

Last Date Objections May Be Filed: **April 9, 2018**

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
ST. LOUIS COUNTY

Section 100

OCCUPATIONAL TITLE	** Date of Increase	* Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker (H & F) Insulator		\$38.70	55	60	\$23.17
Boilermaker		\$35.41	126	7	\$30.38
Bricklayer and Stone Mason		\$33.00	72	5	\$22.56
Carpenter		\$37.35	77	41	\$17.05
Cement Mason		\$31.91	80	6	\$18.45
Communication Technician		\$33.21	44	47	\$20.24
Electrician (Inside Wireman)		\$36.92	82	71	\$10.84 + 39%
Electrician (Outside-Line Construction)\Lineman)		\$44.56	43	45	\$5.75 + 36%
Lineman Operator		\$38.35	43	45	\$5.75 + 36%
Groundman		\$29.48	43	45	\$5.75 + 36%
Elevator Constructor	a	\$47.07	26	54	\$33.275
Glazier		\$34.55	87	31	\$26.20
Ironworker		\$33.96	11	8	\$25.745
Laborer (Building):					
General		\$32.32	97	26	\$15.32
First Semi-Skilled		\$31.91	114	27	\$15.32
Second Semi-Skilled		\$32.32	109	3	\$15.32
Lather		USE CARPENTER RATE			
Linoleum Layer and Cutter		\$32.33	92	26	\$16.75
Marble Mason		\$32.12	76	51	\$15.25
Marble Finisher		\$26.67	76	51	\$14.48
Millwright		USE CARPENTER RATE			
Operating Engineer					
Group I		\$32.66	3	66	\$26.14
Group II		\$32.66	3	66	\$26.14
Group III		\$30.76	3	66	\$26.14
Group III-A		\$32.66	3	66	\$26.14
Group IV		\$27.30	3	66	\$26.14
Group V		\$27.30	3	66	\$26.14
Painter		\$33.40	104	12	\$14.26
Pile Driver		USE CARPENTER RATE			
Pipe Fitter		\$39.25	91	69	\$27.18
Plasterer		\$31.81	67	3	\$18.68
Plumber		\$39.25	91	69	\$27.18
Roofer \ Waterproofer		\$32.70	15	73	\$17.97
Sheet Metal Worker		\$41.55	32	25	\$22.72
Sprinkler Fitter - Fire Protection		\$43.31	66	18	\$23.27
Terrazzo Worker		\$32.40	116	5	\$14.26
Terrazzo Finisher		\$30.65	116	5	\$12.73
Tile Setter		\$32.12	76	51	\$15.25
Tile Finisher		\$26.67	76	51	\$14.48
Traffic Control Service Driver		\$27.35	83	17	\$9.045
Truck Driver-Teamster		\$30.41	35	36	\$10.82

Fringe Benefit Percentage is of the Basic Hourly Rate

**ST. LOUIS COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) 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. 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.

ST. LOUIS COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 32: The regular working day shall consist of eight (8) hours of labor on the job between six (6) a.m. and four (4) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days of labor on the job beginning with Monday and ending with Friday of each week. The normal work week is 40 hours. All full-time or part-time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed during regular work hours on Saturdays will be paid at time and one-half (1½). 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. An early starting time of 6:00 a.m. may be used mutually agreed upon by the interested parties. **SHIFT RATE:** Shift work would start after 4:00 p.m. to 6:00 a.m. The first 8 hours would be at 115% of the basic wage rate. Overtime Monday through Friday would be at 1½ of base shift rate. Saturday regular work day hours – 1½ of base shift rate. Saturday – work after 8 hours – 2 times the basic wage rate. Sunday and Holidays – 2 times the basic wage rate. All work performed on recognized holidays and Sundays shall be paid double (2) time. Appropriate overtime rates to be based on fifteen minute increments.

NO. 35: Means a regular work week of forty (40) hours, will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interested parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 43: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (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.

NO. 55: Means the regular work day shall be eight (8) hours between 6:00 a.m. and 4:30 p.m. The first two (2) hours of work performed in excess of the eight (8) hour work day, Monday through Friday, and the first ten (10) hours of work on Saturday, shall be paid at one & one-half (1½) times the straight time rate. All work performed on Sunday, observed holidays and in excess of ten (10) hours a day, Monday through Saturday, shall be paid at double (2) the straight time rate.

NO. 66: Means eight (8) hours shall constitute a day's work beginning at 7:00 a.m. (or 8:00) A.M. and ending at 3:30 (or 4:30) P.M. The work week shall be forty (40) hours beginning Monday at 7:00 a.m. (or 8:00) A.M. And ending Friday at 3:30 (or 4:30) P.M. The Employer at his option may use a flexible starting time between the hours of 6:00 a.m. and 8:00 a.m. All overtime, that is worked outside of the above established working hours of Monday through Friday, shall be paid at double (2) time, including Saturdays, Sundays and Holidays.

ST. LOUIS COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 67: Means eight (8) hours shall constitute a day's work, with a flexible starting time to begin between 6:00 a.m. to 8:00 a.m., five (5) days a week, Monday through Friday. Any work over eight (8) hours in any one day shall be at the overtime rate, which is time & one-half (1½). Any work on Saturday shall be at time & one-half (1½), unless a Make-Up Day due to inclement weather is in effect. Any work on Sundays or holidays shall be at double (2) time. Four (4) days, ten (10) hours each day to be worked during Monday through Friday, shall be paid at straight time. A Make-Up Day Due To Inclement Weather Only - Employee(s) will be permitted to work an eight (8) hour make-up day on Saturday only, and the employee will receive the regular straight time wage rate.

NO. 72: Means that except as is otherwise provided herein, the work week shall be determined to begin at 8:00 a.m. Wednesday and end at 4:30 p.m. on the following Tuesday. Except as herein provided, working hours are from 8:00 a.m. to 11:55 a.m. and 12:30 p.m. to 4:25 p.m. and no more than the regular hours shall be worked during the forenoon or afternoon at the regular rate. In the case of days of inclement weather starting time and quitting time may be adjusted so long as the hours worked on such days do not exceed eight (8) and do not extend beyond 4:30 p.m. In circumstances where the Employee or Employees have regularly been working overtime on a particular day or days, no adjustment in the starting time shall operate to deprive Employees of overtime pay, which they would have otherwise received but for the change in the starting time. The parties understand that the application of the provisions of the preceding sentence will result in Employees receiving overtime pay even where they have not worked more than with (8) hours on a particular day. Regardless of the starting time, the forenoon working hours shall end at 11:55 a.m. and the afternoon working hours shall begin at 12:30 p.m. and end 8 hours and 25 minutes after the starting time fixed by the Employer for forenoon hours. Work performed by an employee on a non-holiday Saturday, except as hereinafter provided, or at night or before or after regular working hours on a non-holiday weekday, shall be considered overtime work, for which Employees working during such time shall be paid at the rate of one and one-half (1½) times their regular hourly wage rate for each hour or fraction thereof, worked during such time. Work performed on a Sunday or the recognized holidays shall be considered overtime work for which the Employee shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day.

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.

**ST. LOUIS COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 80: Means eight (8) hours shall constitute the regular work day and forty (40) hours a work week, Monday through Friday. The Employer shall establish the starting time between 6:30 a.m. through 9:00 a.m. An Employer may further adjust the starting time up to 9:30 a.m. throughout the year. Time and one-half (1½) shall be paid after eight (8) consecutive hours worked after the established starting time and for hours worked before the established starting time. Time and one-half (1½) shall be paid for work performed on Saturdays. Work performed on Sundays and Holidays shall be paid at the double (2) time rate of pay. The Employer when working on Highway and Road Work may have the option to schedule the work week for his paving crew only from Monday through Thursday at ten (10) hours per day at the straight time rate of pay with all hours in excess of ten (10) hours in any one day to be at the applicable overtime rate of time and one-half (1½). If the Employer elects to work from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), the Employer shall have the option to work Friday at the straight time rate of pay to complete the forty (40) hours.

NO. 82: Means the work day shall consist of eight (8) hours worked between 7:00 a.m. and 4:30 p.m. Forty (40) hours will constitute the work week from Monday through Friday, inclusive. Up to four (4) hours of overtime work per day performed before or after the assigned normal work day, (twelve (12) continuous hours, starting no earlier than 6:00 a.m., Monday through Friday), shall be paid at a rate of one and one-half times (1.5x) that employee's hourly rate. Any additional overtime, Monday through Friday, shall be paid at two times (2x) the regular rate of pay. The first eight hours of overtime work on Saturday shall be paid at the rate of one and one-half times (1.5x) the regular rate of pay. Hours worked in excess of eight (8) hours on Saturday shall be paid at two times (2x) the regular rate of pay. Double time shall be paid for work performed on Sundays, recognized legal holidays or days that may be celebrated as such as designated by the federal government. All shifts for work performed between the hours of 4:30 p.m. and 1:00 a.m. shall be paid at the regular hourly rate plus two dollars (\$2.00) per clock hour. All shifts for work performed between the hours of 12:30 a.m. and 9:00 a.m. shall be paid at the regular hour rate plus four dollars (\$4.00) per clock hour. All overtime work required after the completion of a regular shift shall be paid at one and one-half times (1.5x) the "shift" hourly rate.

NO. 83: Means eight (8) hours shall constitute the regular workday except when the Employer elects to work Four, 10-Hour days as explained in this Section with starting time to be between the hours of 6:00 a.m. and 9:00 a.m. as determined by the Employer. 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. Overtime is to be paid after eight (8) hours at the rate of time and one-half (1½). The Employer may have the option to schedule his workweek 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) he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. However, should a holiday occur, Monday through Thursday, the Employer shall have the option to work Friday at the straight time rate of pay, unless work is halted due to inclement weather (rain, snow, sleet falling). The work week is to begin on Monday. Time and one-half (1½) shall be paid for Saturday work. Double (2) time shall be paid for all Sunday work and work performed on recognized holidays.

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.

**ST. LOUIS COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

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.

NO. 97: Means the regular workday shall consist of eight (8) consecutive hours, exclusive of a thirty 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 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start 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 workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid 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, holiday, 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. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent (\$2.50) per hour premium. **Shift Work:** Shifts may be established when considered necessary by the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

ST. LOUIS COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE

NO. 104: Means eight (8) hours per day shall constitute a standard work day between the hours of 6:00 a.m. and 8:00 p.m. The standard work week shall be forty (40) hours between 6:00 a.m. on Monday and ending 8:00 p.m. on Friday. An overtime rate of time and one-half (1½) the base hourly rate shall be paid on all hours in excess of eight (8) hours in a day Monday through Friday. Saturdays shall be considered overtime and work done on Saturday shall be paid at time and one-half (1½) the prevailing scale. Sundays and holidays shall be considered overtime and work done on these days shall be paid at double (2) the prevailing scale.

NO. 109: Means a workday of eight (8) hours shall constitute the regular day's work beginning at 8:00 a.m. through 4:30 p.m.; five (5) days shall constitute a work week from Monday to Friday inclusive; time and one-half (1½) shall be paid for all work performed before 8:00 a.m. or after 4:30 p.m. of any day Monday through Friday, and all hours worked on Saturday. Double (2) time shall be paid for all work performed on Sunday or any of the recognized holidays. Overtime shall be computed at one-half (1/2) hour intervals. A flexible starting time for eight (8) hours shall constitute the regular workday between the hours of 6:00 a.m. and 5:30 p.m. with starting time determined by the Employer. 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 have the option to schedule his workweek 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 from Monday through Thursday and is stopped due to inclement weather (rain, snow, sleet falling), he shall have the option to work Friday at the straight time rate of pay to complete his forty (40) hours. When an Employer works a project of a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent (\$2.50) per hour premium. Shift work: Shifts may be established when necessary by the Employer. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time pay for eight (8) hours work. The second shift will be paid at eight (8) hours straight time pay plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work. The third shift will be paid at eight (8) hours straight time pay plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Payment for shift work shall be determined when an Employer first begins his shift operation, i.e., the shifts which begin on Friday morning and end on Saturday morning will be paid straight time; the shifts which start on Saturday morning and end on Sunday morning will be paid at time and one-half (1½); the shift that start on Sunday morning and end on Monday morning will be paid at two (2) times the regular rate of pay. Employees working during the normal workday shall receive first shift pay; employees working predominantly in the evening hours shall receive second shift pay; employees working predominately during the early morning hours will receive third shift pay. Nothing above prohibits the working of two (2) shifts greater than eight (8) hours with excess hours to be paid at overtime rate.

NO. 114: Means eight (8) hours shall constitute a regular work day between the hours of 7:00 a.m. and 5:30 p.m. with a thirty (30) minute lunch period to start between the hours of 11:00 a.m. and 1:00 p.m. Five (5) days shall constitute a regular work week commencing on Monday and ending on Friday. One and one-half (1½) times the regular hourly rate of pay shall be paid for all overtime work, with the exception of holidays or Sundays. Overtime work shall be deemed to include any work performed in excess of eight (8) hours on any day in the regular work week, or any work performed before 7:00 a.m. or after 5:30 p.m. on any day in the regular work week. If a crew is prevented from working forty (40) hours Monday through Friday by reason of inclement weather, then Saturday may be worked by that crew as a make-up day at the straight time rate. Double (2) time shall be paid for work performed on Sundays and holidays, or days observed as such. Shift Work: In the case of three (3) shifts, workmen shall be paid eight (8) hours for seven and one-half (7½) hours worked.

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.

**ST. LOUIS COUNTY
BUILDING CONSTRUCTION - OVERTIME SCHEDULE**

NO. 126: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. If a second or third shift is used, the regular starting time of the second shift shall be 4:30 p.m. and the regular starting period for the third shift shall be 12:30 a.m. These times may be adjusted by the employer. The day shift shall work a regular eight (8) hours shift as outlined above. Employees working a second shift shall receive an additional \$0.25 above the regular hourly rate and perform seven and one-half (7½) hours work for eight (8) hours pay. Third shift employees shall be paid an additional \$0.50 above the regular hourly rate and work seven (7) hours for eight (8) hours pay. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay except in cases where work is part of an employee's previous day's shift. For all overtime hours worked \$29.14 of the fringe benefits portion of the prevailing wage shall be paid at the same overtime rate at which the cash portion of the prevailing wage is to be paid. The remaining \$1.24 of the fringe benefit portion of the prevailing wage may be paid at straight time.

**ST. LOUIS COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

NO. 3: All work done on New Year's Day, Decoration Day, July 4th, Labor Day, Veteran's Day, Thanksgiving and Christmas shall be compensated at the double (2) time rate of pay. When any of these holidays fall on a Sunday, the following Monday shall be observed.

NO. 5: All work that shall be done on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day shall be paid twice the amount of his or her regular hourly wage rate for each hour or fraction thereof worked on any such day .

NO. 6: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and any additional holidays which may be mutually agreed upon. Whenever any such holiday falls on a Sunday, the following Monday shall be recognized and observed as the holiday. Work performed on Sundays and holidays shall be paid at the double time rate of pay. No work shall be performed on Labor Day.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal work week, 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. 17: All work performed by Employees working on the following legal holidays, namely New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, to be celebrated on either its national holiday or on the day after Thanksgiving whichever is agreed upon, Thanksgiving Day and Christmas Day shall be paid at the rate of double (2) time.

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.

**ST. LOUIS COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

NO. 27: All work done on the following holidays or days observed as such shall be paid at the double time rate of pay: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day.

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.

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. 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.

**ST. LOUIS COUNTY
BUILDING CONSTRUCTION - HOLIDAY SCHEDULE**

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
ST. LOUIS COUNTY

REPLACEMENT PAGE

Section 100

OCCUPATIONAL TITLE	* Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Carpenter		\$37.35	11	7	\$17.05
Cement Mason		\$31.91	17	11	\$18.45
Electrician (Outside-Line Construction\Lineman)		\$44.56	9	12	\$5.75 + 36%
Lineman Operator		\$38.35	9	12	\$5.75 + 36%
Lineman - Tree Trimmer		\$25.62	32	31	\$10.20 + 3%
Groundman		\$29.48	9	12	\$5.75 + 36%
Groundman - Tree Trimmer		\$20.30	32	31	\$7.57 + 3%
Laborer					
General Laborer		\$32.32	16	10	\$15.32
Millwright		\$37.35	11	7	\$17.05
Operating Engineer					
Group I		\$32.66	10	9	\$26.14
Group II		\$32.66	10	9	\$26.14
Group III		\$31.36	10	9	\$26.14
Group IV		\$27.90	10	9	\$26.14
Oiler-Driver		\$28.36	10	9	\$26.14
Pile Driver		\$37.35	11	7	\$17.05
Traffic Control Service Driver		\$27.35	26	25	\$9.045
Truck Driver-Teamster		\$30.41	25	21	\$10.82

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**ST. LOUIS COUNTY
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 9: Eight (8) hours shall constitute a work day between the hours of 7:00 a.m. and 4:30 p.m. Forty (40) hours within five (5) days, Monday through Friday inclusive, shall constitute the work week. Work performed in the 9th and 10th hour, Monday through Friday, shall be paid at time and one-half (1½) the regular straight time rate of pay. Contractor has the option to pay two (2) hours per day at the time and one-half (1½) the regular straight time rate of pay between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. Work performed in the first eight (8) hours on Saturday shall be paid at the rate of one and eight tenths (1.8) the regular straight time rate. Work performed outside these hours and on Sundays and recognized legal holidays, or days celebrated as such, shall be paid for at the rate of double (2) time.

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. 11: Means the regular work day 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 jobsite 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 work 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 makeup 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 (1½) shall be paid for all overtime hours worked during the week, Monday through Friday, and for all work performed on Saturday. Double time shall be paid for all time worked on Sunday and recognized holidays. For all overtime hours worked during the week or on Saturday \$16.25 of the fringe benefits portion of the prevailing wage shall be paid at time and one-half (1½). For all overtime hours worked on Sundays or recognized holidays \$16.25 of the fringe benefits portion of the prevailing wage shall be paid double time. The remaining \$.80 of the fringe benefit portion of the prevailing wage shall be paid at straight time.

**ST. LOUIS COUNTY
HEAVY CONSTRUCTION - OVERTIME SCHEDULE**

NO. 16: 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 hourly rate. The regular workday shall begin on the job site between the hours of 6:00 a.m. and 9:00 a.m. with the starting time to be determined by the Employer. This adjustable start 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 workweek shall begin Monday at the established starting time. The Employer may establish a four (4) ten (10) hour shift exclusive of a thirty (30) minute unpaid 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, holiday, 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. When an Employer works a project on a four (4) ten (10) hour day work schedule, the Employer will not bring in any other crew for a fifth workday on the project while not calling in the normal crew that had been scheduled for that project. Time and one-half (1½) shall be paid for work performed in excess of eight (8) hours on any regular workday or outside the hours limiting a regular workday, Monday through Friday. Time and one-half (1½) shall be paid for work performed on Saturdays. Double (2) time shall be paid for work performed on Sundays and recognized holidays. Projects that cannot be performed during regular workday: If required by owner, the contractor may perform work outside the normal work hours and employees shall be paid applicable straight time hourly wage rate plus a premium of two dollars and fifty cents (\$2.50) per hour for the first eight (8) hours worked. Any hours worked in excess of eight (8) hours shall be paid at the applicable overtime rate plus the two dollar and fifty cent (\$2.50) per hour premium. Shift work: Shifts may be established when considered necessary by the Employer. Shifts hours and rates will be as follows: First Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Second Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Third Shift, Eight (8) hours plus one-half (1/2) hour for lunch. Shifts shall be established for a minimum of three (3) consecutive workdays. The first shift will be paid at eight (8) hours straight time for eight (8) hours work. The second shift will be paid eight (8) hours straight time plus a two dollar and fifty cent (\$2.50) per hour premium for eight (8) hours work, and third shift shall be paid eight (8) hours straight time plus a three dollar and fifty cent (\$3.50) per hour premium for eight (8) hours work. Overtime is computed after the premium has been added to the hourly wage rate. Nothing above prohibits the working of two (2) shifts at greater than eight (8) hours with the excess hours to be paid at overtime rate.

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. 25: Means a regular work week of forty (40) hours, starting on Monday and ending on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof maybe worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A work day is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time maybe advanced or delayed if mutually agreed to by the interest parties. All hours worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 26: Means a regular work week of forty (40) hours will start on Monday and end on Friday. The regular work day shall be either eight (8) or ten (10) hours. If a crew is prevented from working forty (40) hours Monday through Friday, or any part thereof by reason of inclement weather, Saturday or any part thereof may be worked as a make-up day at the straight time rate. Employees who are part of a regular crew on a make-up day, notwithstanding the fact that they may not have been employed the entire week, shall work Saturday at the straight time rate. A workday is to begin between 6:00 a.m. and 9:00 a.m. However, the project starting time may be advanced or delayed if mutually agreed to by the interest parties. For all time worked on recognized holidays, or days observed as such, double (2) time shall be paid.

NO. 32: Means the overtime rate shall be time and one-half the regular rate for work over forty (40) hours per week. Sundays and Holidays shall be paid at double the straight time rate.

**ST. LOUIS COUNTY
HEAVY CONSTRUCTION - HOLIDAY SCHEDULE**

NO. 7: 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. 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. 10: 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. 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. 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.

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FEDERAL WAGE RATE DETERMINATION

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Superseded General Decision Number: MO20170001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.35 for calendar year 2018 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.35 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2018. The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/05/2018
1	02/02/2018
2	02/23/2018
3	03/16/2018
4	04/06/2018
5	05/04/2018
6	05/18/2018
7	05/25/2018
8	06/15/2018
9	07/20/2018
10	08/31/2018
11	09/28/2018

CARP0002-002 05/01/2018

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 37.33	17.10

CARP0005-006 05/03/2015

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 36.34	15.55
MILLWRIGHTS & PILEDRIVERS...	\$ 36.34	15.55

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES.....	\$ 31.73	17.10
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 30.24	17.10
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	\$ 31.74	17.10
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	\$ 29.85	17.10
BENTON, MORGAN AND PETTIS...	\$ 30.29	17.10
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	\$ 31.59	17.10
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 30.96	17.10
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 30.57	17.10
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....	\$ 31.58	17.10
FRANKLIN COUNTY.....	\$ 34.93	17.10
JEFFERSON AND ST. CHARLES COUNTIES.....	\$ 37.33	17.10
LINCOLN COUNTY.....	\$ 33.40	17.10
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	\$ 32.35	17.10
WARREN COUNTY.....	\$ 33.83	17.10

 ELEC0001-002 06/04/2017

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN, IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD, WARREN, WASHINGTON AND WAYNE COUNTIES

	Rates	Fringes
Electricians.....	\$ 36.92	25.22

ELEC0002-001 01/01/2017

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE, HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN, MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY, MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND WASHINGTON COUNTIES

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 37.48	18.98
Groundman & Truck Driver....	\$ 28.86	15.87
Lineman & Cable Splicer.....	\$ 43.50	21.14

ELEC0053-004 01/01/2018

	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.....	\$ 30.57	14.61
Groundman.....	\$ 28.53	14.02
Lineman Operator.....	\$ 40.91	17.61
Lineman.....	\$ 44.26	18.59

Line Construction; (BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY AND SALINE COUNTIES)		
Groundman Powderman.....	\$ 30.57	14.61
Groundman.....	\$ 28.53	14.02
Lineman Operator.....	\$ 40.91	17.61
Lineman.....	\$ 44.26	18.59

ELEC0095-001 06/01/2017

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

	Rates	Fringes
Electricians:		

Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 26.79	13.86

ELEC0124-007 08/28/2017

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

	Rates	Fringes
Electricians.....	\$ 38.35	22.01

ELEC0257-003 03/01/2018

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.....	\$ 32.50	17.53

ELEC0350-002 12/01/2016

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

	Rates	Fringes
Electricians.....	\$ 30.57	5.93+35%

ELEC0453-001 09/01/2017

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, LACLEDE, OREGON, OZARK, POLK, SHANNON, WEBSTER and WRIGHT COUNTIES..	\$ 26.15	14.56
PULASKI and TEXAS COUNTIES..	\$ 30.80	15.03
STONE and TANEY COUNTIES....	\$ 21.94	13.75

ELEC0545-003 06/01/2017

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

	Rates	Fringes
Electricians:.....	\$ 31.00	15.60

ELEC0702-004 01/01/2018

BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON,

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	\$ 28.47	13.99
Groundman-Equipment Operator Class II (all other equipment).....	\$ 36.08	16.21
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)...	\$ 41.14	17.67
Lineman.....	\$ 50.11	20.27

ENGI0101-001 05/01/2016

ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,
CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,
HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,
LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH
COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 33.38	15.92
GROUP 2.....	\$ 32.98	15.92
GROUP 3.....	\$ 30.98	15.92

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self-propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard gauge); 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) Oiler driver
 (c) Mechanic.

HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.25) ABOVE
GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel
3 yds. & over; clamshell 3 yds. & over; Crane, rigs or
piledrivers, 100' of boom or over (incl. jib.), hoist -
each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.50) ABOVE
GROUP 1 RATE: Tandem scoop operator; crane, rigs or
piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.75) ABOVE
GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom
or over (including jib.)

ENGI0101-005 04/01/2018

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 36.22	17.99
GROUP 2.....	\$ 35.18	17.99
GROUP 3.....	\$ 30.71	17.99
GROUP 4.....	\$ 34.06	17.99

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and
spreader; asphalt plant operator; auto grader or trimmer or
sub-grader; backhoe; blade operator (all types); boilers-2;
booster pump on dredge; boring machine (truck or crane
mounted); bulldozer operator; clamshell operator; concrete
cleaning decontamination machine operator; concrete mixer
paver; concrete plant operator; concrete pump operator;
crane operator; derrick or derrick trucks; ditching
machine; dragline operator; dredge engineman; dredge
operator; drillcat with compressor mounted (self-contained)
or similar type self propelled rotary drill (not air
tract); drilling or boring machine (rotary -
self-propelled); finishing machine operator; greaser; heavy
equipment robotics operator/mechanic; horizontal
directional drill operator; horizontal directional drill
locator; loader-forklift - skid loader (all types);
hoisting engineer (2 active drums); locomotive operator
(standard guage); master environmental maintenance
mechanic; mechanics and welders (field and plants);
mucking machine operator; piledrive operator; pitman crane
or boom truck (all types); push cat; quad-track; scraper
operators (all types); shovel operator; side discharge

spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high pressure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: "A" Frame truck operator; back filler operator; boilers (1); chip spreader; churn drill operator; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grader operator; hoisting engine (1 drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); power shield; paymill operator; pumps; siphons and jets; stump cutting machine; tank car heater operator (combination boiler and booster); compressor; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; straw blower; tank car heater operator (combination boiler and booster); vibrating machine operator (not hand held)

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$1.00) ABOVE GROUP 1 RATE:

Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;

Piledrivers 80 ft. of boom or over (including jib);

Shovels & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2016

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 30.82	13.30
GROUP 2.....	\$ 29.88	13.30
GROUP 3.....	\$ 30.27	13.30
GROUP 4.....	\$ 28.22	13.30

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine

rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-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 05/01/2017

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 32.66	25.95
GROUP 2.....	\$ 32.66	25.95

GROUP 3.....	\$ 31.36	25.95
GROUP 4.....	\$ 30.91	25.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt 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 05/01/2017

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 28.14	25.89
GROUP 2.....	\$ 27.79	25.89
GROUP 3.....	\$ 27.59	25.89
GROUP 4.....	\$ 23.94	25.89

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active

drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; 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;

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 32.66	25.95
GROUP 2.....	\$ 32.66	25.95
GROUP 3.....	\$ 31.36	25.95
GROUP 4.....	\$ 30.91	25.95

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; atehy 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 04/01/2018

Rates Fringes

Ironworkers:

ANDREW, BARTON, BENTON, CAMDEN, CEDAR, CHARITON, CHRISTIAN, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDLOPH, ST. CLAIR, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties and portions of ADAIR, BOONE, MACON, MILLER and RANDOLPH Counties.....	\$ 30.30	29.44
ATCHISON, BATES, BUCHANAN, CALDWELL, CARROLL, CASS, CLAY, CLINTON, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE,		

SALINE, AND RAY COUNTIES....\$ 33.30 29.44

* IRON0321-002 09/01/2018

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	\$ 19.95	18.36

IRON0396-004 08/02/2017

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON, FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE. GENEVIEVE, and REYNOLDS Counties; and portions of MADISON, PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker.....	\$ 33.96	25.11

IRON0396-009 08/02/2017

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES, MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL, LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

	Rates	Fringes
Ironworker.....	\$ 29.49	25.11

IRON0577-005 08/01/2018

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

	Rates	Fringes
Ironworker.....	\$ 26.25	23.10

IRON0584-004 06/01/2017

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

	Rates	Fringes
Ironworkers:.....	\$ 24.00	14.81

IRON0782-003 05/01/2016

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

	Rates	Fringes
Ironworkers:		

Locks, Dams, Bridges and other major work on the Mississippi and Ohio River

only.....\$ 31.63 24.27
 All Other Work.....\$ 25.12 19.90

 LAB00042-003 03/07/2018

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	\$ 32.32	15.50

 LAB00042-005 03/07/2018

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman.....	\$ 32.32	15.32
Laborers, Flaggers.....	\$ 32.32	15.32
Wrecking.....	\$ 32.32	15.32

 LAB00424-002 05/01/2016

	Rates	Fringes
LABORER		
ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, CLARK, COLE, COOPER, HOWARD, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARION, MILLER, MONITEAU, MONROE, PERRY, PIKE, PUTNAM, RALLS, RANDOLPH, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES		
GROUP 1.....	\$ 27.96	13.17
GROUP 2.....	\$ 27.96	13.17
BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, MARIES, MISSISSIPPI, NEW MADRID, OREGON, OSAGE, PEMISCOT, PHELPS, PULASKI, RIPLEY, SCOTT, SHANNON, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES		
GROUP 1.....	\$ 27.96	13.17
GROUP 2.....	\$ 27.96	13.17
FRANKLIN COUNTY		
GROUP 1.....	\$ 29.71	13.17
GROUP 2.....	\$ 30.31	13.17
JEFFERSON COUNTY		
GROUP 1.....	\$ 29.76	13.17
GROUP 2.....	\$ 30.36	13.17
LINCOLN, MONTGOMERY AND WARREN COUNTIES		
GROUP 1.....	\$ 31.18	13.32
GROUP 2.....	\$ 31.18	13.32
ST.CHARLES COUNTY		

GROUP 1.....\$ 3.18 13.32
 GROUP 2.....\$ 31.18 13.32

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy 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 nozzle man; 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; abutment 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

 LAB00579-005 05/01/2018

Rates Fringes

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

GROUP 1.....\$ 26.16 14.47
 GROUP 2.....\$ 26.51 14.47

LABORER (BARRY, BARTON,

BATES, BENTON, CAMDEN,
CARROLL, CEDAR, CHRISTIAN,
DADE, DALLAS, DOUGLAS,
GREENE, HENRY, HICKORY,
JASPER, JOHNSON, LACLEDE,
LAWRENCE, MCDONALD, MORGAN,
NEWTON, OZARK, PETTIS, POLK,
ST. CLAIR, SALINE, STONE,
TANEY, VERNON, WEBSTER and
WRIGHT COUNTIES)

GROUP 1.....	\$ 25.16	13.67
GROUP 2.....	\$ 25.71	13.67
LABORER (LAFAYETTE COUNTY)		
GROUP 1.....	\$ 26.71	13.92
GROUP 2.....	\$ 27.06	13.92

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzle man; 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 nozzle men; 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.

LAB00663-002 04/01/2018

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 30.18	15.63
GROUP 2.....	\$ 31.39	15.63

LABORERS CLASSIFICATIONS

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

PAIN002-002 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

PAIN002-006 04/01/2018

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE,
HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM,
RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and
the City of Booneville.

Rates Fringes

Painters:

Bridges, Dams, Locks or Powerhouses.....	\$ 25.93	12.79
Brush and Roll; Taping, Paperhanging.....	\$ 23.93	12.79
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement.....	\$ 24.93	12.79
Spray; Structural Steel (over 50 feet).....	\$ 24.93	12.79
Tapers using Ames or Comparable Tools.....	\$ 24.68	12.79

PAIN003-004 04/01/2017

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

Rates Fringes

Painters:

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 31.96	16.96
Brush & Roller.....	\$ 29.34	16.96
Drywall.....	\$ 30.34	16.96
Paper Hanger.....	\$ 29.84	16.96
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping... Steeplejack.....	\$ 30.96 \$ 35.53	16.96 16.96

PAIN003-011 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

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 09/01/2016

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

Rates Fringes

Painters:

Bridges, Stacks & Tanks.....	\$ 30.85	11.64
Brush & Roller.....	\$ 25.35	11.64
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 28.95	11.64

Height Rates (All Areas):

Over 60 ft. \$0.50 per hour.
Under 60 ft. \$0.25 per hour.

PAIN1292-003 09/01/2017

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

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 31.05	12.74
Brush & Roller.....	\$ 25.70	12.74
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 28.70	12.74

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

PAIN2012-001 04/01/2017

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

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 30.46	16.96
Sandblaster.....	\$ 31.96	16.96
Steeplejack.....	\$ 35.53	16.96

PLAS0518-006 03/01/2018

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.24	11.05

PLAS0518-007 04/01/2018

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

	Rates	Fringes
Cement Masons:.....	\$ 31.83	17.39

PLAS0518-011 04/01/2018

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.71	19.62

PLAS0527-001 04/01/2018		

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND WARREN COUNTIES.....	\$ 30.74	18.07
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County).....	\$ 32.66	18.62

PLAS0527-004 06/01/2017		

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

	Rates	Fringes
CEMENT MASON.....	\$ 28.10	18.07

PLAS0908-001 05/01/2017		

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

	Rates	Fringes
CEMENT MASON.....	\$ 27.60	15.73

PLAS0908-005 05/01/2017		

BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS,
GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER,
MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 27.60	15.73

PLUM0008-003 06/01/2018		

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 45.34	21.39

PLUM0008-017 06/01/2018		

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

	Rates	Fringes
Plumbers.....	\$ 45.34	21.39

* PLUM0045-003 09/01/2018

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 36.40	23.00

PLUM0178-003 11/01/2017

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 30.10	15.12

PLUM0178-006 11/01/2017

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects \$750,000 & under...	\$ 27.13	15.12
Projects over \$750,000.....	\$ 30.10	15.12

PLUM0533-004 06/01/2018

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

	Rates	Fringes
Pipefitters.....	\$ 46.28	21.15

PLUM0562-004 07/01/2017

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAMDEN, CAPE
GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD,
DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL,
IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON,
MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU,
MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT,
PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH,
REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE. GENEVIEVE, ST.
LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD,
SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES.

	Rates	Fringes
Plumbers and Pipefitters		
Mechanical Contracts		
including all piping and		
temperature control work		
\$7.0 million & under.....	\$ 37.91	21.69
Mechanical Contracts		

including all piping and
temperature control work
over \$7.0 million.....\$ 39.25 27.18

PLUM0562-016 07/01/2017

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER,
MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City
and County), WARREN and WASHINGTON COUNTIES

Rates Fringes

Plumbers

Mechanical Contracts
including all piping and
temperature control work
\$7.0 million & under.....\$ 37.91 21.69
Mechanical Contracts
including all piping and
temperature control work
over \$7.0 million.....\$ 39.25 27.18

TEAM0013-001 05/01/2017

Rates Fringes

Truck drivers (ADAIR, BUTLER,
CLARK, DUNKIN, HOWELL, KNOX,
LEWIS, OREGON, PUTNAM,
RIPLEY, SCHUYLER AND SCOTLAND
COUNTIES)

GROUP 1.....\$ 28.54 12.00
GROUP 2.....\$ 28.44 12.00
GROUP 3.....\$ 28.69 12.00
GROUP 4.....\$ 28.81 12.00

Truck drivers (AUDRAIN,
BOLLINGER, BOONE, CALLAWAY,
CAPE GIRARDEAU, CARTER, COLE,
CRAWFORD, DENT, GASCONADE,
IRON, MACON, MADISON, MARIES,
MARION, MILLER, MISSISSIPPI,
MONROE, MONTGOMERY, NEW
MADRID, OSAGE, PEMISCOT,
PERRY, PHELPS, PIKE, PULASKI,
RALLS, REYNOLDS, ST.
FRANCOIS, STE. GENEVIEVE,
SCOTT, SHANNON, SHELBY,
STODDARD, TEXAS, WASHINGTON
AND WAYNE COUNTIES)

GROUP 1.....\$ 29.14 12.85
GROUP 2.....\$ 29.04 12.85
GROUP 3.....\$ 29.29 12.85
GROUP 4.....\$ 29.41 12.85

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

GROUP 1.....\$ 31.63 12.00
GROUP 2.....\$ 31.74 12.00
GROUP 3.....\$ 31.74 12.00
GROUP 4.....\$ 31.85 12.00

Truck drivers (LINCOLN and
WARREN COUNTIES)

GROUP 1.....\$ 30.28 12.00
GROUP 2.....\$ 30.39 12.00

GROUP 3.....\$ 31.43 12.00
 GROUP 4.....\$ 30.50 12.00

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons;
 Pickup Trucks; Material Trucks, Single Axle; Tank Wagon,
 Single Axle

GROUP 2: Agitator and Transit Mix Trucks

GROUP 3: Flat Bed Trucks, Tandem Axle; Articulated Dump
 Trucks; Material Trucks, Tandem Axle; Tank Wagon, Tandem
 Axle

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel
 Trucks; Distributor Drivers and Operators; Tank Wagon,
 Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks,
 Speedace, Euclids and other similar equipment; A-Frame and
 Derrick Trucks; Float or Low Boy

 TEAM0056-001 05/01/2017

Rates Fringes

Truck drivers (ANDREW,
 BARTON, BATES, BENTON,
 CALDWELL, CAMDEN, CARROLL,
 CEDAR, CHARITON, CHRISTIAN,
 CLINTON, COOPER, DADE,
 DALLAS, DAVIESS, DEKALB,
 DOUGLAS, GREENE, HENRY,
 HICKORY, HOWARD, JASPER,
 LACLEDE, LAWRENCE, LINN,
 LIVINGSTON, MONITEAU, MORGAN,
 NEWTON, PETTIS, POLK,
 RANDOLPH, ST. CLAIR, SALINE,
 VERNON, WEBSTER AND WRIGHT
 COUNTIES)
 GROUP 1.....\$ 29.57 12.85
 GROUP 2.....\$ 29.73 12.85
 GROUP 3.....\$ 29.72 12.85
 GROUP 4.....\$ 29.84 12.85

Truck drivers: (ATCHISON,
 BARRY, GENTRY, GRUNDY,
 HARRISON, HOLT, MCDONALD,
 MERCER, NODAWAY, OZARK,
 STONE, SULLIVAN, TANEY AND
 WORTH COUNTIES)
 GROUP 1.....\$ 28.84 12.85
 GROUP 2.....\$ 29.00 12.85
 GROUP 3.....\$ 28.99 12.85
 GROUP 4.....\$ 29.11 12.85

Truck drivers; (BUCHANAN,
 JOHNSON AND LAFAYETTE
 COUNTIES)
 GROUP 1.....\$ 30.78 12.85
 GROUP 2.....\$ 30.89 12.85
 GROUP 3.....\$ 30.93 12.85
 GROUP 4.....\$ 31.00 12.85

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup
 Federal Wage Rate Determination

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 04/01/2018

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 32.66	15.25
GROUP 2.....	\$ 32.09	15.25
GROUP 3.....	\$ 31.57	15.25

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom 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 05/01/2017

Rates Fringes

Truck drivers:

GROUP 1.....	\$ 33.30	13.79+a+b+c+d
GROUP 2.....	\$ 33.50	13.79+a+b+c+d
GROUP 3.....	\$ 33.60	13.79+a+b+c+d

a. PENSION: 5/1/2012 - \$182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

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

for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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 a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average

calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

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

New Ballas Sidewalk Improvement Project
TAP-5403(688)

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

ENVIRONMENTAL AND CULTURAL PERMITS AND CLEARANCES

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NOV 06 2017

CULTURAL RESOURCE ASSESSMENT
Section 106 Review

CONTACT PERSON/ADDRESS

C:

Mr. Matt Wohlberg, P.E., City Engineer
City of Creve Coeur
300 North New Ballas Road
Creve Coeur, MO 63141

Ms. Raegan Ball, FHWA
Mr. Michael Meinkoth, MoDOT

PROJECT:

North New Ballas Sidewalk Project from Ladue Road to De Smet Jesuit High School, Creve Coeur

FEDERAL AGENCY

COUNTY:

FHWA/RTP

ST. LOUIS

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

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

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

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

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

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

October 31, 2017
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:
017-SL-18

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This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.

Date Completed: 11/29/2017
Completed By: Matthew Burcham

Request for Environmental Review Form#:2018-11-00058

Project Information

Prefix:	TAP	Project Number:	5403688	Bridge Number:	n/a
District:	St. Louis	County:	St. Louis	Sponsor:	City of Creve Coeur
TIP Number:	6867-18	Rte/Street:	N NEW BALLS RD		
MoDOT Job Number:	n/a	TIGER Grant Funds:	n/a	Is this project on or adjacent to MoDOT Right of Way:	Unknown
Location/Stream Crossing :	NEW BALLAS RD				
TMS Project Description - termini (no stations):	NEW BALLAS RD PH 2A - SIDEWALKS - LADUE RD TO 500' N/O EMERALD DREEN DR (DESMET HS)				
Describe RER project improvements in full detail:	This project will involve adding approximately 1,400 linear feet of sidewalk along the west side of North New Ballas Road, from Ladue Road to the entrance to DeSmet Jesuit High School. This new sidewalk will fill a gap in the sidewalk along New Ballas Road that the City has sought to fill for nearly a decade. Several small retaining walls will be required to limit the impact to the neighboring properties.				
District Liason:	Thomas McCloskey - 314-453-1831	Contact:	None selected		
Contact:	None selected	Contact:	None selected		
Date Desired:	12/03/2017	Submit Date:	11/03/2017		
Responsible Individual:	Matt Wohlberg - (11/3/2017 5:47:32 PM) - 314-442-2084	Submitted By:	Matt Wohlberg - (11/3/2017 12:00:00 AM) - 314-442-2084		

Existing Condition

ADT:	10000	Speed Limit:	35
Number of Travel Lanes:	4	Lane Width:	10
Shoulder Width:	0	Curb and Gutter:	Yes
Bridge width, measured from gutterline to gutterline:	0	Sidewalks:	Right

Proposed Design Improvement

ADT:	10000	Speed Limit:	35	Design Speed:	35
Number of Travel Lanes:	4			Lane Width:	10
Shoulder Width:	0			Curb and Gutter:	Yes
Bridge width, measured from gutterline to gutterline:	0			Sidewalks:	Right
Bridge Length:	0		Roadway length:	1600 ft	
Railroad Crossing	No		Drainage District (If Applicable):	None	

Program Year:

Preliminary Engineering: 2018 Right of Way: 2018
 Construction: 2019

Explain the purpose of the request: Environmental Review requested to certify that the proposed sidewalk does not threaten or impede upon historic properties or structures, threatened and endangered species, special flood hazard areas, parks, or other protected areas.

Changes to project since last RER submittal? If yes, explain: Yes
 Design/Build Alternate Technical Concepts

Project breakout from previous or larger project? *If checked explain:*

Acres - From all sources (e.g. donated from public or private entities):

Additional R/W: 0.003 **Temp Easement:** 0.27 **Permanent Easement:** 0.244

Is there a possibility that Sponsor will purchase any uneconomic remnants? No

Land Disturbance:

Will project involve 1 acre but less than 5 acres of land disturbance: No Will project involve 5 acres or more of land disturbance: No **Acres of Tree Clearing:** 0 acres

Number of Displacements(do not include partial takes that do not displace):

Residential: Yes No Commercial: Yes No
 No. of People: Residences: No. of Employees: Businesses:

Average Daily Traffic:

ADT Construction Year: 9000 ADT Design Year: 9000

Bicycle / Pedestrian Consideration

Pedestrian facilities considered: Yes Bicycle facilities considered: No

National Flood Insurance Program (NFIP) and Hydraulic Design Data:

- Project is in a FEMA-identified zone "subject to 100-year flooding": *If so, what zone?:* n/a
- Project is in a FEMA-defined "floodway" No
- Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property) *If checked, give details:*
- Is highway improvement located within 2 miles of an existing airport?

Known Concerns: Provide information you have about these resources that you have observed in the area.

Parkland:	No impacts to parks are anticipated: there are no parks within or near the project limits.
Wetland/404 Permit:	No impacts to wetlands are anticipated: there are no wetlands within or near the project limits.
Stormwater/Water Quality:	The total land disturbance for this project is less than one acre, and no land disturbance is proposed within the state right of way. Stormwater detention or water quality features are not expected to be required for this project.
Farmland:	No impacts to farmland are anticipated: there is no farmland within or near the project limits.
Threatened & Endangered Species:	No impacts to threatened and endangered species are anticipated. The proposed sidewalk runs through existing residential lawns within 10-15 feet of a four-lane minor arterial roadway. No trees are planned to be cut down for this project.
Migratory Birds: Are there birds nesting on the structure?	No, No structures will be impacted or removed for this project.
Hazardous Waste:	There is no known hazardous waste within or near the project limits, and the project is not expected to generate any hazardous waste.
Cultural Resources:	The City received the Section 106 clearance for the project, dated October 31, 2017.

District Comments:

Project Attachments:

****NOTE: If making updates to an attachment, please use a different filename than the original.
 The combined size of attachments in one upload must be less than 100MB

Attachments:

- [✖New Ballas Sidewalk TAP-5403\(688\) - T&E Letter.pdf](#)
- [✖New Ballas Sidewalk - Section 106 Approval.pdf](#)
- [✖2017-05-05 N. New Ballas Sidewalk Plans.pdf](#)

Required Information to be attached for each RER stage:

- **Loc/Concp.:** Location map (county map) & topographic map or aerial photo showing project limits – pre-plan sheets or other preliminary maps showing alternatives, if available
- **Prel. Plan:** Prel. Plan sheets
- **R/W:** R/W Plan sheets
- **Final Design:** Final Plans [Location map (county map) & topographic map or aerial photo showing project limits if this is first RER submittal]

RER Environmental Screenings

➤ **Farmland Impact**

Status Information:	Clearance Date:
<input checked="" type="radio"/> N/A <input type="radio"/> Pending <input type="radio"/> Cleared	
Environmental Response:	The project is located in a designated urbanized area as indicated on the U.S. Census Bureau Urban Area Reference Map. Therefore, the project is not subject to the Farmland Protection Policy Act.
LPA Action:	No action required.

Attachments:

Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.
 Last Updated: Matthew Burcham - 11/17/2017 3:52:28 PM

Floodplain/Regulatory Floodway

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: According to the current FEMA flood insurance rate map, the project is not located in the 1% floodplain or the regulatory floodway. The project is not subject to floodplain permitting requirements.

LPA Action: None

Attachments:

Floodplain/Regulatory Floodway Submitted - *Mark submitted when this review is ready to be sent to district staff.*
Last Updated: Matthew Burcham - 11/17/2017 3:53:09 PM

Stormwater/Water Quality

Status Information: N/A Possible Issues Noted Clearance Date:

Environmental Response: If the project is in a regulated MS4 area, you must adhere to the MS4 requirements as defined in the respective MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system.

LPA Action: Contact the MoDOT Environmental Office if any land disturbance on MoDOT property is 1 acre or more.

Attachments:

Stormwater/Water Quality Submitted - *Mark submitted when this review is ready to be sent to district staff.*
Last Updated: Matthew Burcham - 11/17/2017 3:53:24 PM

FEMA/SEMA Buyout

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: According to the TMS FEMA buyout layer, there are no FEMA/SEMA buyout sites in or near the project area.

LPA Action: None

Attachments:

FEMA/SEMA Buyout Submitted - *Mark submitted when this review is ready to be sent to district staff.*
Last Updated: Matthew Burcham - 11/17/2017 3:53:40 PM

Socioeconomic Impact

Status Information: N/A Possible Issues Noted Clearance Date:

Environmental Response: There will be no significant socioeconomic impacts associated with this project. The project requires new right of way/ temporary easements/permanent easements that are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

LPA Action: Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended.

Attachments:

Socioeconomic Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*
Last Updated: Matthew Burcham - 11/17/2017 3:53:57 PM

Threatened & Endangered Species

Status Information: No Effect Pending Cleared Clearance Date: 11/29/2017

Environmental Response: MoDOT's environmental specialist evaluated the project plan sheet, MDC Natural Heritage Review Report and USFWS IPaC Official Species List (OSL). IPaC OSL has listed the following species of concern: Gray bat, Indiana bat, and Northern long-eared bat, and Decurrent false aster. There is no suitable habitat for Decurrent false aster. No Effect to Decurrent false aster. Gray bats are cave obligate species. There are no known cave resources within several miles of the project area. There will be no impact to Gray bat resources and No Effect to Gray bats. Indiana and Northern long-eared bats can occur in forested areas of the state. This project will have no tree clearing. Therefore, no suitable bat habitat will be impacted and there will be No Effect to Indiana and Northern long-eared bats. Acting as the designated non-federal representative for FHWA for ESA Section 7, MoDOT has determined this project will have No Effect on any federally protected species or critical habitats. Consultation with USFWS is not required. The T&E process is complete.

LPA Action: No further action is required.

Attachments:

Threatened & Endangered Species Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Matthew Burcham - 11/29/2017 9:39:15 AM

Migratory Birds

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: No impacts to migratory birds.

LPA Action: None

Attachments:

Migratory Birds Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Matthew Burcham - 11/17/2017 3:54:26 PM

Hazardous Waste Impact

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: Based on the project description and/or observation, there should be no hazardous waste site concerns. The potential to encounter wastes from sites unknown to the LPA and MoDOT should always be a consideration. Any unknown sites that are found during project construction will be addressed by the LPA in accordance with Federal and State Laws and Regulations.

LPA Action: Any unknown sites that are found during project construction will be addressed by the LPA in accordance with Federal and State Laws and Regulations. If any hazardous waste concerns arise, notify MoDOT's environmental specialist as soon as possible.

Attachments:

Hazardous Waste Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Matthew Burcham - 11/17/2017 3:56:37 PM

Wetland Impact (Section 404/401)

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: There are no wetlands, blue line streams, lakes, ponds, or other waters of the U.S. in or around the project area. A review of Google Earth and ArcMap also did not reveal the presence of any water bodies in the project area. The project will have no impact on wetlands or waters of the U.S.

LPA Action: None

Wetland Permit Information: 404 Permit Number Permit Submitted Permit Received
 Permit Expiration Compliance Certification Sent Compliance Certification Received

Attachments:

Wetland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.
 Last Updated: Matthew Burcham - 11/17/2017 3:57:37 PM

Noise Impact

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: Does not qualify for Type I. This is a Type III project and a noise analysis is not required.

LPA Action: None

Attachments:

Noise Impact Submitted - Mark submitted when this review is ready to be sent to district staff.
 Last Updated: Matthew Burcham - 11/17/2017 3:58:06 PM

Cultural Resources Impact (Section 106)

Status Information: Pending ROW Cleared Clearance Date: 11/17/2017

Environmental Response: The project is cleared under the Memorandum of Understanding between MoDOT and FHWA as a project with no potential to cause effects to historic properties; Part I, item 10. No further action is required.

LPA Action: No further action is required.

Attachments:

Cultural Resources Impact Submitted - Mark submitted when this review is ready to be sent to district staff.
 Last Updated: Matthew Burcham - 11/17/2017 4:02:11 PM

Public Land Impact (Section 4f/6f)

Status Information: N/A Pending Cleared Clearance Date:

Environmental Response: According to Google Earth there are no Section 4(f) or Section 6(f) protected resources in or in the vicinity of the project area. The project will have no impact on Section 4(f) or 6(f) protected resources.

LPA Action: None

Attachments:

Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by: on

Public Land Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

Last Updated: Matthew Burcham - 11/17/2017 3:59:45 PM

NEPA Classification

NEPA Right-Of-Way Permission: Can Proceed to Buy R/W All Environmental Issues Cleared: 11/29/2017

NEPA Classification: PCE

NEPA Approval Date: 11/29/2017 This project qualifies for the programmatic categorical exclusion under Item#: 2

as determined or approved by: MATTHEW.BURCHAM@MODOT.MO.GOV SHPO Date: 11/17/2017

Comments To District: FINAL Environmental Review Completed See the attached environmental tracking form. Please note that if there are any changes in the scope of the project, the Environmental Section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws. The environmental review is now complete.

Last Submitted: 11/29/2017 by [Matthew Burcham](#)

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city
of

CREVE COEUR

300 North New Ballas Road • Creve Coeur, Missouri 63141
(314) 432-6000 • Fax (314) 872-2539 • Relay MO 1-800-735-2966
www.creve-coeur.org

DATE: June 4, 2018
TO: Nicole Kreisel
Senior Right of Way Specialist
FROM: Matt Wohlberg, P.E., City Engineer
City of Creve Coeur

Approved on 8/17/18

SUBJECT: Right of Way Clearance Certification

<u>Programmatic CE – 11/29/2017</u>	Date and Type Environmental Clearance
<u>Section 106 – 10/31/2017</u>	
<u>Entire Project Clearance</u>	Entire Project or Partial Clearance
<u>City of Creve Coeur</u>	Name of City / Sponsor
<u>North New Ballas Road</u>	Road Name
<u>TAP-5403(688)</u>	Federal Project Number
<u>Sta. 00+10 to Sta. 14+99</u>	Termini of the Entire Right of Way Project
<u>Sta. 00+10 to Sta. 14+99</u>	Termini of the Portion of Project Being Cleared
<u>Sta. 00+10 to Sta. 14+99</u>	Termini of the Entire Construction Project

The City of Creve Coeur certifies the following:

- A. Right of Way Required - No Personal Property Moved - No Relocation Assistance Required
 1. We certify that all necessary right of way, easements and access rights have been acquired in accordance with the Titles 49 and 23 CFR.
 2. Legal and physical possession of all parcels has been obtained.
 3. The steps relative to relocation advisory assistance and payments were not required.

There were 7 parcels on this project that required the acquisition of right of way, easements, and/or access rights.

There were 2 parcels acquired by free deed (donations with signed waivers).

There were 0 parcels that were appraised and subsequently voided and not acquired.

There were 0 parcels that were deleted from the project, if any.

There were 0 parcels that were acquired by condemnation.

June 4, 2018

There were 0 parcels that were acquired by MoDOT personnel.

There were 7 parcels that were acquired by Local Public Agency personnel.

There were 0 parcels that were acquired by Acquisition Agent(s) on the MoDOT Roster.

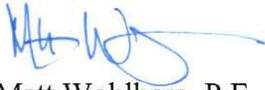
There was \$65,895 spent in Right of Way and Easement Acquisition.

Please review the parcel acquisition files and, if satisfied, please forward this certification and monitoring checklists to the MoDOT Right of Way Central Office for final approval.

Please contact me with any questions or comments related to this project. I can be reached in my office at (314) 442-2084 or by e-mail at mwohlberg@crevecoeurmo.gov.

Sincerely,

CITY OF CREVE COEUR



Matt Wohlberg, P.E.
City Engineer

EASEMENT DOCUMENTS

Right of way was required from one (1) parcel, permanent sidewalk easements were required from six (6) parcels, and temporary construction easements were required from seven (7) parcels, as summarized below:

Parcel 1: 105 North New Ballas Road (Ballas and Ladue, LLC)

- 1 Right of way
- 1 Permanent sidewalk easement
- 1 Temporary construction easement

Parcel 2: 157 North New Ballas Road (Ballas and Ladue, LLC)

- 1 Permanent sidewalk easement
- 1 Temporary construction easement

Parcel 3: 171 North New Ballas Road (Charles and Vivian Bishop)

- 1 Permanent sidewalk easement
- 1 Temporary construction easement

Parcel 4: 185 North New Ballas Road (Judy Leventhal and Phyllis Leventhal)

- 1 Permanent sidewalk easement
- 1 Temporary construction easement

Parcel 5: 11900 Emerald Green Drive (Charles and Sherri Woods)

- 1 Permanent sidewalk easement
- 1 Temporary construction easement

Parcel 6: 11901 Emerald Green Drive (Cynthia Bosotin and Kevin Janowski)

- 1 Permanent sidewalk easement
- 1 Temporary construction easement

Parcel 7: 233 North New Ballas Road (DeSmet Jesuit High School)

- 1 Temporary construction easement

The recorded documents for this right of way and these easements are included in the following pages.

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PARCEL #1: 105 NORTH NEW BALLAS ROAD

Parcel #1: Ballas and Ladue, LLC

105 North New Ballas Road

Permanent Sidewalk Easement, Temporary Construction Easement, and Right of Way
(12 Pages)

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* 2 0 1 8 0 5 2 3 0 0 1 4 1 *

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: ESMT
GRANTOR: BALLAS AND LADUE LLC
TO: [blank]
GRANTEE: CITY OF CREVE COEUR

PROPERTY DESCRIPTION: EMERALD GREEN ESTS - BOOK: 104 PAGE: 20 L: 43 PB: 104 PG: 21WOP

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
00141

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 12 pages, (this page inclusive), was filed for record in my office on the 23 day of May 2018 at 08:52AM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

OB
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Curtis Heinz Garrett and O'Keefe, P.C.
130 S. Bemiston Suite 200
St. Louis, MO 63105

Destination code: 4001

RECORDING FEE 54.00
(Paid at the time of Recording)

THE SPACE ABOVE THIS LINE IS RESERVED FOR THE RECORDER'S USE

DOCUMENT TYPE: PERMANENT SIDEWALK EASEMENT, TEMPORARY
CONSTRUCTION EASEMENT, AND RIGHT OF WAY

DATE OF DOCUMENT: MAY 11, 2018

GRANTOR: BALLAS AND LADUE, LLC
105 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141

GRANTEE: CITY OF CREVE COEUR
300 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141

PROPERTY ADDRESS: 105 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141

COUNTY LOCATOR NUMBER: 180610402

LEGAL DESCRIPTION: SEE EXHIBITS A, B, AND C ATTACHED TO THE
DOCUMENT

REFERENCE(S) TO BOOK(S) AND PAGE(S): DEED BOOK 22032, PAGE 876
DEED BOOK 9842, PAGE 424
PLAT BOOK 104, PAGES 20-21

PERMANENT SIDEWALK EASEMENT, TEMPORARY CONSTRUCTION EASEMENT, AND RIGHT OF WAY

THIS INDENTURE made and entered into this 11th day of May, 2018, between BALLAS AND LADUE, LLC, 105 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the first part), and the CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the second part).

WITNESSETH, that the said party of the first part, for good and valuable consideration, paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to be derived from the construction and maintenance of a sidewalk facility in the following described premises, does by these presents, grant unto the party of the second part a Permanent Sidewalk Easement to use, repair, maintain and reconstruct sidewalk and associated appurtenances as stated herein in, under, and upon the premises situated in the County of Saint Louis and State of Missouri, and indicated by  on the easement plat on page 1 of the attached Exhibit "A" and more fully described on the property description on page 2 of the attached Exhibit "A," hereby made a part of this indenture.

SAID Permanent Sidewalk Easement is granted for the purpose of making cuts, fills, and sloping embankment; using, maintaining, repairing, expanding, reconstructing, or removing sidewalk and other associated facilities; and providing working room and implementing any necessary construction methods within the area of the easement.

TO HAVE AND TO HOLD the above permanent sidewalk easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

WITNESSETH, that the said party of the first part, for good and valuable consideration, paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the construction of new sidewalk and site restoration involved with the North New Ballas Sidewalk Improvement Project, does by these presents, grant unto the party of the second part a Temporary Construction Easement for the purposes herein stated in and upon the premises situated in the County of Saint Louis and State of Missouri, and indicated by  on the easement plat on page 1 of the attached Exhibit "B" and more fully described on the property description on page 2 of the attached Exhibit "B," hereby made a part of this indenture.

SAID Temporary Construction Easement is granted for the purpose of making cuts, fills, and sloping embankment, restoring turf, providing working room, and implementing any necessary construction methods. This temporary construction easement shall terminate at such time as the North New Ballas Sidewalk Improvement Project may be completed by the City of Creve Coeur, or December 31, 2019, whichever is earlier.

TO HAVE AND TO HOLD the above temporary construction easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

Permanent Sidewalk Easement, Temporary Construction Easement, and Right of Way
Parcel #1 - 105 North New Ballas Road (Ballas and Ladue, LLC)
North New Ballas Sidewalk Improvement Project TAP-5403(688)

WITNESSETH, that the said party of the first part, for good and valuable consideration, paid by the said party of the second part, the receipt of which is hereby acknowledged, does by these presents grant, bargain and sell, convey and confirm unto the party of the second part the real estate situated in the County of Saint Louis and State of Missouri, and indicated by  on the right of way plat on page 1 of the attached Exhibit "C" and more fully described on the property description on page 2 of the attached Exhibit "C," hereby made a part of this indenture.

SAID Right of Way is dedicated to the City of Creve Coeur for public use forever.

TO HAVE AND TO HOLD said right of way unto the City of Creve Coeur, Missouri, and to its assigns and successors.

The party of the first part does hereby covenant to the City of Creve Coeur, Missouri, that it is lawfully seized and possessed of the real estate described on Exhibit "A," Exhibit "B," and Exhibit "C," and that it has a good and lawful right to convey this right of way and these easements, or any part thereof, that this right of way and these easements are free from all encumbrances, and that it shall forever warrant and defend this right of way and these easements against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.

BALLAS AND LADUE, LLC

By: _____
Name: Brent Crittenden
Manager
Title: _____

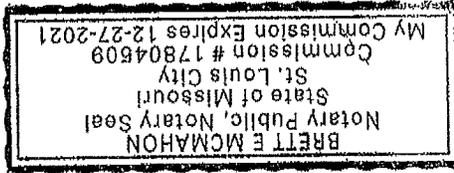
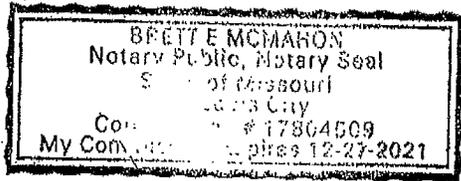
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 7th day of May, 2018, before me, a Notary Public, personally appeared Bret C. Wenden, and being duly sworn upon oath that said person is the Manager of BALLAS AND LADUE, LLC, and that said person signed the foregoing document as Manager of BALLAS AND LADUE, LLC, and BALLAS AND LADUE, LLC has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

Brette McMahon
Notary Public

My commission expires: 12/27/21



CITY OF CREVE COEUR, MISSOURI

By: *Mark Perkins*
Print Name: Mark Perkins
Title: City Administrator

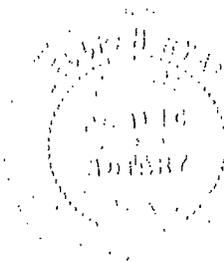
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 11 day of May, 2018, before me, a Notary Public, personally appeared Mark Perkins, and being first duly sworn upon oath stated that said person is the City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing document as City Administrator of the City of Creve Coeur, Missouri, and the City of Creve Coeur has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

Deborah Ryan
Notary Public

My commission expires:



DEBORAH RYAN
My Commission Expires
April 29, 2021
St. Charles County
Commission #13406073

Permanent Sidewalk Easement, Temporary Construction Easement, and Right of Way
Parcel #1 – 105 North New Ballas Road (Ballas and Ladue, LLC)
North New Ballas Sidewalk Improvement Project TAP-5403(688)



101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
636-329-9296 • FAX 636-329-2810 • www.HornerShifrin.com

**Legal Description
Permanent Sidewalk Easement**

That part of a Parcel as recorded in Deed Book 22032, Page 876, St. Louis County Records, described as follows:

COMMENCING at the Southwest corner of said Parcel and the Northern Right of Way line of Ladue Road; thence along the Northern Right of Way line of Ladue Road, South 89°26'00" East, a distance of 153.00 feet to a point. Thence along said Right of Way Line, North 61°55'29" East, a distance of 32.18 feet to the **POINT OF BEGINNING** of the herein described easement;

THENCE along said Northern Right of Way line of Ladue Road, North 61°55'29" East, a distance of 19.64 feet to a point along said Northern Right of Way line of Ladue Road. Said point also being along the New West Right of Way Line of N. New Ballas Road;

THENCE along said New Right of Way, North 24°46'40" East, a distance of 28.56 feet to a point along the West Right of Way Line of N. New Ballas Road;

THENCE along said West Right of Way line of N. New Ballas Road, North 00°59'11" East, a distance of 177.27 feet to a point along the Southern Right of Way line of Santino Road;

THENCE along said Right of Way, along a curve to the left having an arc length of 17.45 feet, a radius of 25.00 feet, a chord bearing of North 69°26'14" West, and a chord length of 17.10 feet to a point along said Right of Way of Santino Road;

THENCE along said Right of Way, North 89°26'00" West, a distance of 8.87 feet to a point along said Right of Way of Santino Road;

THENCE leaving said Right of Way, along a non-tangent curve to the right having an arc length of 31.12 feet, a radius of 19.00 feet, a chord bearing of South 42°30'21" East, and a chord length of 27.76 feet to a point;

THENCE South 04°25'18" West, a distance of 29.55 feet to a point;

THENCE South 02°42'47" West, a distance of 48.35 feet to a point;

THENCE South 00°46'12" West, a distance of 72.19 feet to a point;

THENCE along a curve to the right having an arc length of 23.87 feet, a radius of 50.00 feet, a chord bearing of South 14°26'49" West, and a chord length of 23.64 feet to a point;

THENCE South 28°07'27" West, a distance of 19.78 feet to a point;

THENCE along a curve to the right having an arc length of 9.31 feet, a radius of 51.00 feet, a chord bearing of South 33°21'19" West, and a chord length of 9.30 feet to the **POINT OF BEGINNING**.

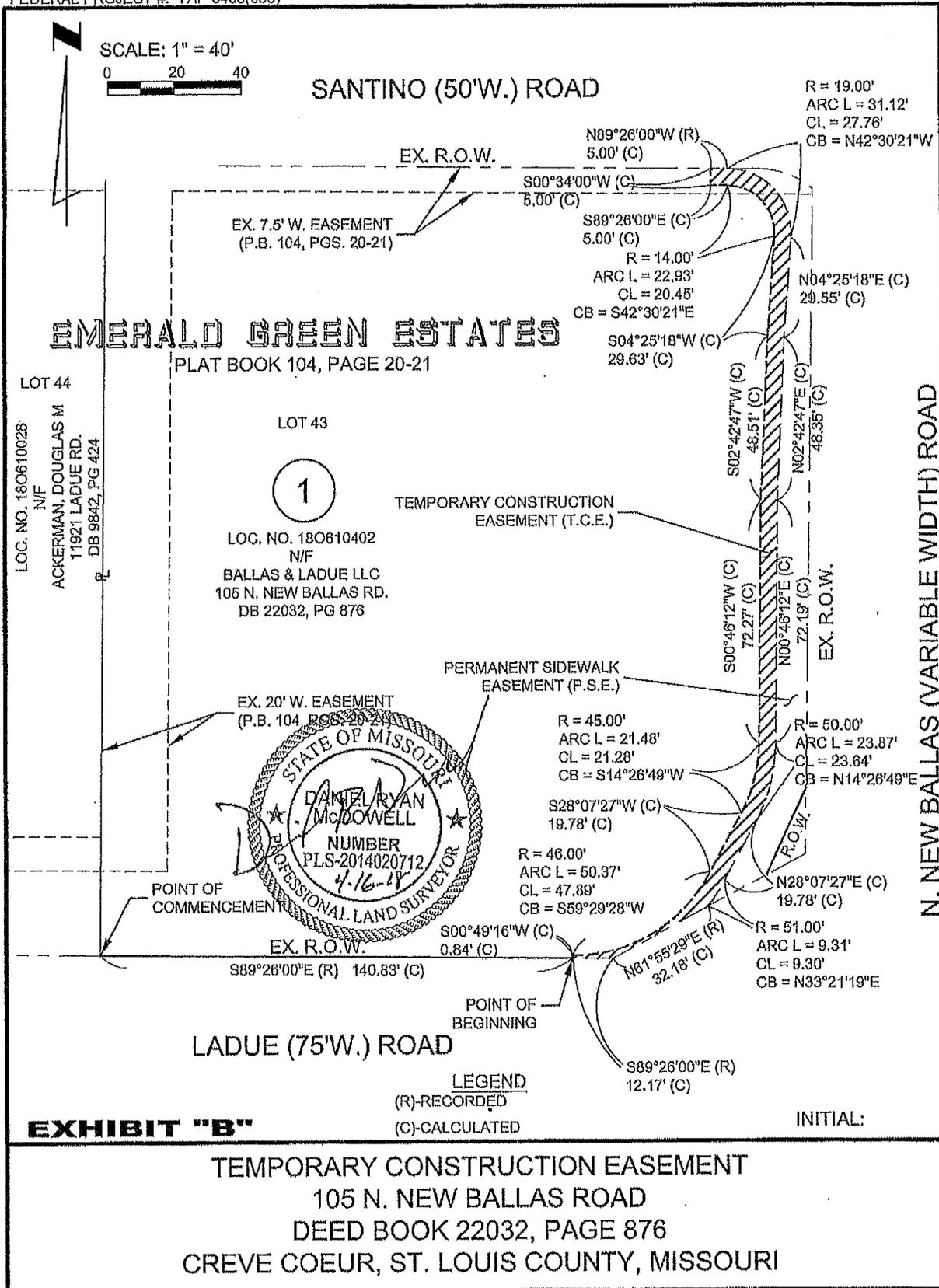
Containing 0.04 acres or 1,931 square feet, more or less.

Daniel Ryan McDowell, PLS 2014020712

Horner & Shifrin, Inc. Corp. LS-148



N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)



N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)
105 N. NEW BALLAS RD.

HORNER SHIFRIN

101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
636-329-9296 • FAX 644-339-2910 • www.HornerShifrin.com

PARCEL DESCRIPTION Temporary Construction Easement

That part of a Parcel as recorded in Deed Book 22032, Page 876, St. Louis County Records, described as follows:

COMMENCING at the Southwest corner of said Parcel and the Northern Right of Way line of Ladue Road; thence along the Northern Right of Way line of Ladue Road, South 89°26'00" East, a distance of 140.83 feet to the **POINT OF BEGINNING** of the herein described easement;

THENCE along said Northern Right of Way of Ladue Road, South 89°26'00" East, a distance of 12.17 feet to a point;

THENCE along said Northern Right of Way of Ladue Road, North 61°55'29" East, a distance of 32.18 feet to a point;

THENCE leaving said Right of Way line, along a curve to the left having an arc length of 9.31 feet, a radius of 51.00 feet, a chord bearing of North 33°21'19" East, and a chord length of 9.30 feet to a point;

THENCE North 28°07'27" East, a distance of 19.78 feet to a point;

THENCE along a curve to the left having an arc length of 23.87 feet, a radius of 50.00 feet, a chord bearing of North 14°26'49" East, and a chord length of 23.64 feet to a point;

THENCE North 00°46'12" East, a distance of 72.19 feet to a point;

THENCE North 02°42'47" East, a distance of 48.35 feet to a point;

THENCE North 04°25'18" East, a distance of 29.55 feet to a point;

THENCE along a curve to the left having an arc length of 31.12 feet, a radius of 19.00 feet, a chord bearing of North 42°30'21" West, and a chord length of 27.76 feet to a point along the Southern Right of Way line of Santino Road;

THENCE along said Right of Way line, North 89°26'00" West, a distance of 5.00 feet to a point along the South Right of Way of Santino Road;

THENCE leaving said Right of Way, South 00°34'00" West, a distance of 5.00 feet to a point;

THENCE South 89°26'00" East, a distance of 5.00 feet to a point;

THENCE along a curve to the right having an arc length of 22.93 feet, a radius of 14.00 feet, a chord bearing of South 42°30'21" East, and a chord length of 20.45 feet to a point;

THENCE South 04°25'18" West, a distance of 29.63 feet to a point;

THENCE South 02°42'47" West, a distance of 48.51 feet to a point;

THENCE South 00°46'12" West, a distance of 72.27 feet to a point;

THENCE along a curve to the right having an arc length of 21.48 feet, a radius of 45.00 feet, a chord bearing of South 14°26'49" West, and a chord length of 21.28 feet to a point;

THENCE South 28°07'27" West, a distance of 19.78 feet to a point;

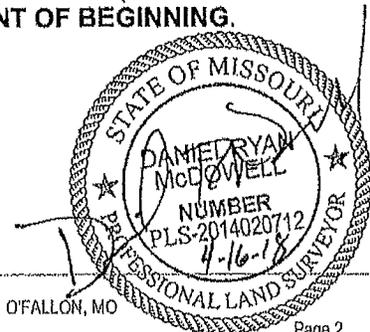
THENCE along a curve to the right having an arc length of 50.37 feet, a radius of 46.00 feet, a chord bearing of South 59°29'28" West, and a chord length of 47.89 feet to a point;

THENCE South 00°49'16" West, a distance of 0.84 feet to the **POINT OF BEGINNING**.

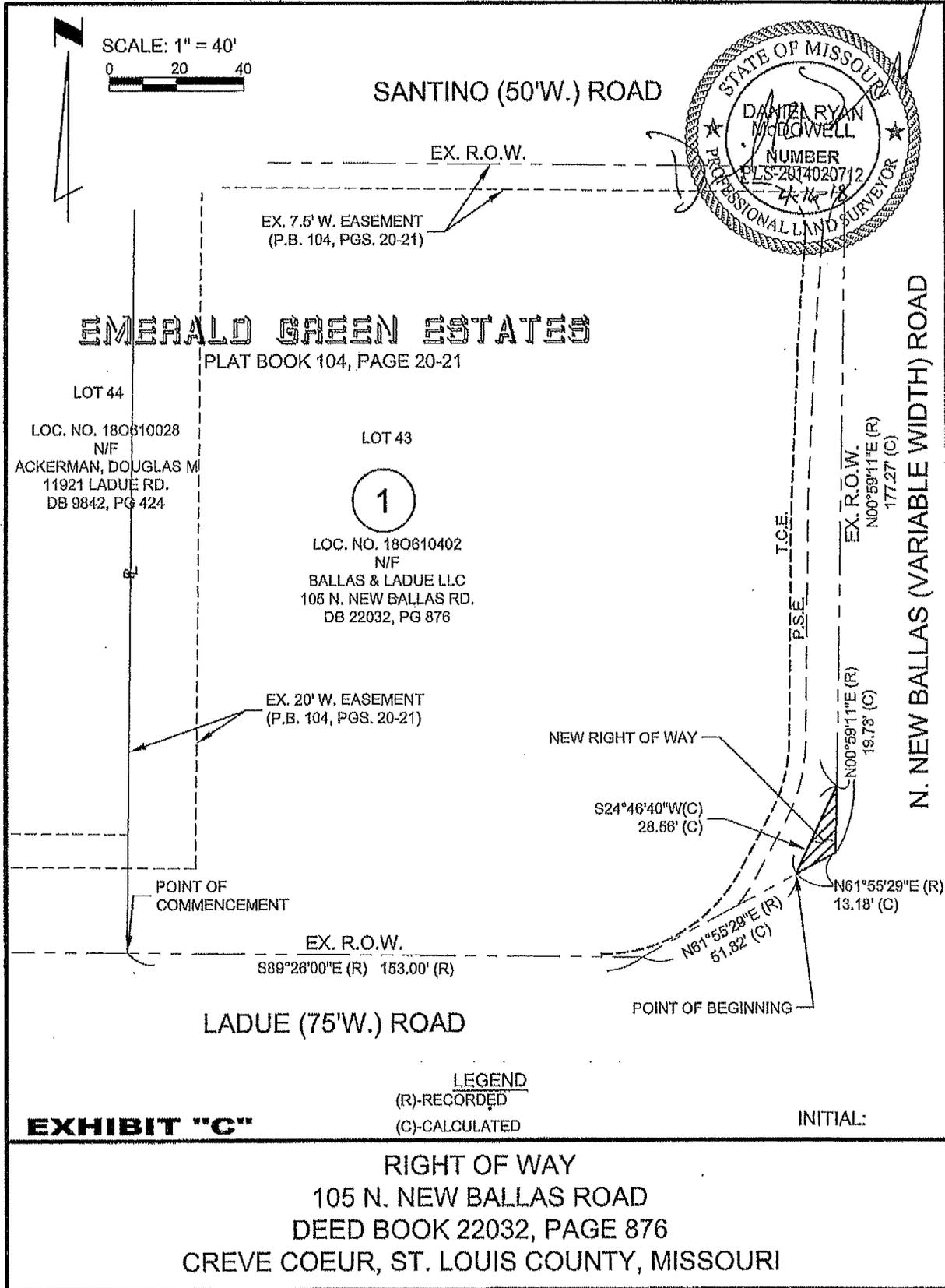
Containing 0.03 acres or 1,241 square feet, more or less.

Daniel Ryan McDowell, PLS 2014020712

Horner & Shifrin, Inc. Corp. LS-148



N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)



N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)
105 N. NEW BALLAS RD.



101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63368-3991
636-329-8296 • FAX 844-339-2910 • www.HornerShifrin.com

PARCEL DESCRIPTION
Proposed Right of Way

That part of a Parcel as recorded in Deed Book 22032, Page 876, St. Louis County Records, described as follows:

COMMENCING at the Southwest corner of said Parcel and the Northern Right of Way line of Ladue Road; thence along the Northern Right of Way line of Ladue Road, South 89°26'00" East, a distance of 153.00 feet to a point; thence along said Right of Way line, North 61°55'29" East, a distance of 51.82 feet to the **POINT OF BEGINNING** of the herein described parcel;

THENCE along said Northern Right of Way of Ladue Road, North 61°55'29" East, a distance of 13.18 feet to a point along the West Right of Way Line of N. New Ballas Road;

THENCE along the West Right of Way line of N. New Ballas Road, North 00°59'11" East, a distance of 19.73 feet to a point;

THENCE leaving said Right of Way line, South 24°46'40" West, a distance of 28.56 feet to the **POINT OF BEGINNING**.

Containing 0.003 acres or 114 square feet, more or less.

Daniel Ryan McDowell, PLS 2014020712
Horner & Shifrin, Inc. Corp. LS-148



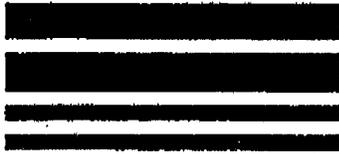
PARCEL #2: 157 NORTH NEW BALLAS ROAD

Parcel #2: Ballas and Ladue, LLC

157 North New Ballas Road

Permanent Sidewalk Easement and Temporary Construction Easement
(10 Pages)

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* 2 0 1 8 0 5 2 3 0 0 7 5 4 *

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: ESMT
GRANTOR: BALLAS AND LADUE LLC
TO:
GRANTEE: CITY OF CREVE COEUR

PROPERTY DESCRIPTION: EMERALD GREEN ESTS - BOOK: 104 PAGE: 20 L: 41 PB: 104 PG: 20

Form with three boxes: Lien Number, Notation, and Locator.

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
00754

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 10 pages, (this page inclusive), was filed for record in my office on the 23 day of May 2018 at 02:52PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

RE
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mall to:

Curtis Heinz Garrett and O'Keefe, P.C.
130 S. Bemiston Suite 200
St. Louis, MO 63105

Destination code: 4001

RECORDING FEE 48.00
(Paid at the time of Recording)

THE SPACE ABOVE THIS LINE IS RESERVED FOR THE RECORDER'S USE

**DOCUMENT TYPE: PERMANENT SIDEWALK EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

DATE OF DOCUMENT: MAY 11, 2018

**GRANTOR: BALLAS AND LADUE, LLC
157 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

**GRANTEE: CITY OF CREVE COEUR
300 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

**PROPERTY ADDRESS: 157 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

**COUNTY LOCATOR NUMBER: 180610392
LEGAL DESCRIPTION: SEE EXHIBITS A AND B ATTACHED TO THE
DOCUMENT**

**REFERENCE(S) TO BOOK(S) AND PAGE(S): DEED BOOK 22006, PAGE 997
DEED BOOK 21950, PAGE 2739
PLAT BOOK 104, PAGES 20-21**

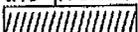
**PERMANENT SIDEWALK EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT**

THIS INDENTURE made and entered into this 11TH day of May, 2018, between BALLAS AND LADUE, LLC, 157 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the first part), and the CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the second part).

WITNESSETH, that the said party of the first part, for good and valuable consideration, paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to be derived from the construction and maintenance of a sidewalk facility involved with the North New Ballas Sidewalk Improvement Project, does by these presents, grant unto the party of the second part a Permanent Sidewalk Easement to use, repair, maintain and reconstruct sidewalk and associated appurtenances as stated herein in, under, and upon the premises situated in the County of Saint Louis and State of Missouri, and indicated by  on the easement plat on page 1 of the attached Exhibit "A" and more fully described on the property description on page 2 of the attached Exhibit "A," hereby made a part of this indenture.

SAID Permanent Sidewalk Easement is granted for the purpose of making cuts, fills, and sloping embankment; using, maintaining, repairing, expanding, reconstructing, or removing sidewalk and other associated facilities, providing working room, and implementing any necessary construction methods within the area of the easement.

TO HAVE AND TO HOLD the above permanent sidewalk easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

WITNESSETH, that the said party of the first part, for good and valuable consideration, paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the construction of new sidewalk and site restoration involved with the North New Ballas Sidewalk Improvement Project, does by these presents, grant unto the party of the second part a Temporary Construction Easement for the purposes herein stated in and upon the premises situated in the County of Saint Louis and State of Missouri, and indicated by  on the easement plat on page 1 of the attached Exhibit "B" and more fully described on the property description on page 2 of the attached Exhibit "B," hereby made a part of this indenture.

SAID Temporary Construction Easement is granted for the purpose of making cuts, fills, and sloping embankment, reconstructing driveway, restoring turf, providing working room, and implementing any necessary construction methods. This temporary construction easement shall terminate at such time as the North New Ballas Sidewalk Improvement Project may be completed by the City of Creve Coeur, or December 31, 2019, whichever is earlier.

TO HAVE AND TO HOLD the above temporary construction easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

Permanent Sidewalk Easement and Temporary Construction Easement
Parcel #2 – 157 North New Ballas Road (Ballas and Ladue, LLC)
North New Ballas Sidewalk Improvement Project TAP-5403(688)

Page 1 of 4

Book:23038 - Page:3585

The party of the first part does hereby covenant to the City of Creve Coeur, Missouri, that it is lawfully seized and possessed of the real estate described on Exhibit "A" and Exhibit "B," and that it has a good and lawful right to convey these easements, or any part thereof, that these easements are free from all encumbrances, and that it shall forever warrant and defend these easements against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.

BALLAS AND LADUE, LLC

By: _____

Name: Brent Crittendon

Manager

Title: _____

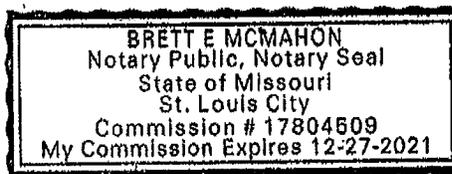
STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 8th day of May, 2018, before me, a Notary Public, personally appeared Brett Critchfield, and being duly sworn upon oath that said person is the Manager of BALLAS AND LADUE, LLC, and that said person signed the foregoing document as Manager of BALLAS AND LADUE, LLC, and BALLAS AND LADUE, LLC has entered into this Agreement as its free and voluntary act and deed.

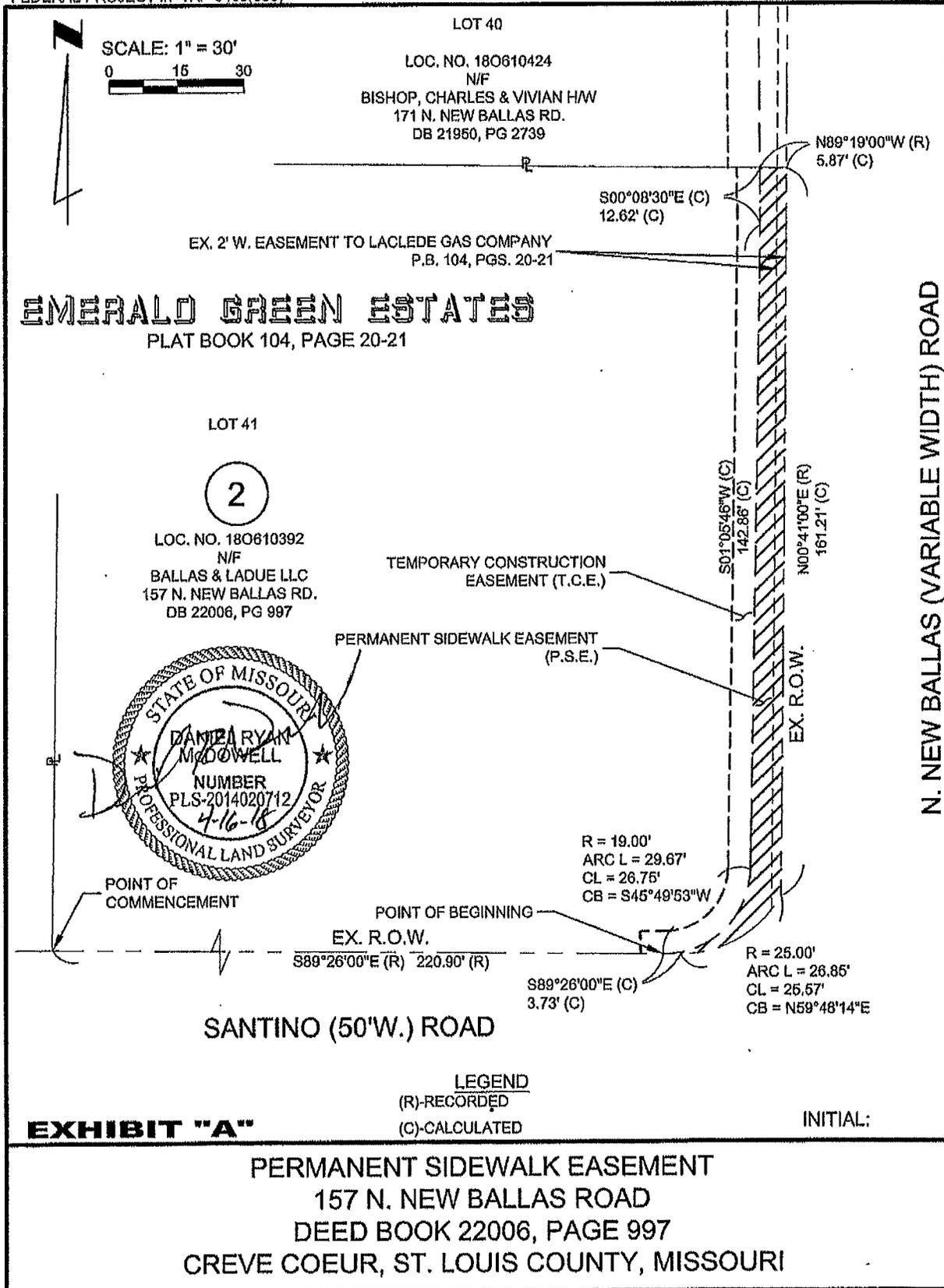
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

Brett E. McMahon
Notary Public

My commission expires: 12/27/21



N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)



N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)
157 N. NEW BALLAS RD.

Book:23038 - Page:3589



101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
636-329-9296 • FAX 644-339-2910 • www.HornerShifrin.com

PARCEL DESCRIPTION
Proposed Sidewalk Easement

That part of a Parcel as recorded in Deed Book 22006, Page 997, St. Louis County Records, described as follows:

COMMENCING at the Southwest corner of said Parcel and the Northern Right of Way line of Santino Road; thence along said Northern Right of Way line of Santino Road, South 89°26'00" East, a distance of 220.90 feet to the **POINT OF BEGINNING** of the herein described easement;

THENCE along said Northern Right of Way of Santino Road, South 89°26'00" East, a distance of 3.73 feet to a point;

THENCE along said Northern Right of Way of Santino Road, along a curve to the left having an arc length of 26.85 feet, a radius of 25.00 feet, a chord bearing of North 59°48'14" East and a chord length of 25.57 feet to a point along the West Right of Way Line of N. New Ballas Road;

THENCE along said West Right of Way line of N. New Ballas Road, North 00°41'00" East, a distance of 161.21 feet to a point along said Right of Way also being the South Property Line of a parcel recorded in Deed Book 21950, Page 2739 of the St. Louis County Records;

THENCE leaving said Right of Way, along said Property Line, North 89°19'00" West, a distance of 5.87 feet to a point;

THENCE leaving said Property Line, South 00°08'30" East, a distance of 12.62 feet to a point;

THENCE South 01°05'46" West, a distance of 142.86 feet to a point;

THENCE along a curve to the right having an arc length of 29.67 feet, a radius of 19.00 feet, a chord bearing of South 45°49'53" West and a chord length of 26.75 feet to the **POINT OF BEGINNING**.

Containing 0.02 acres or 1,080 square feet, more or less.

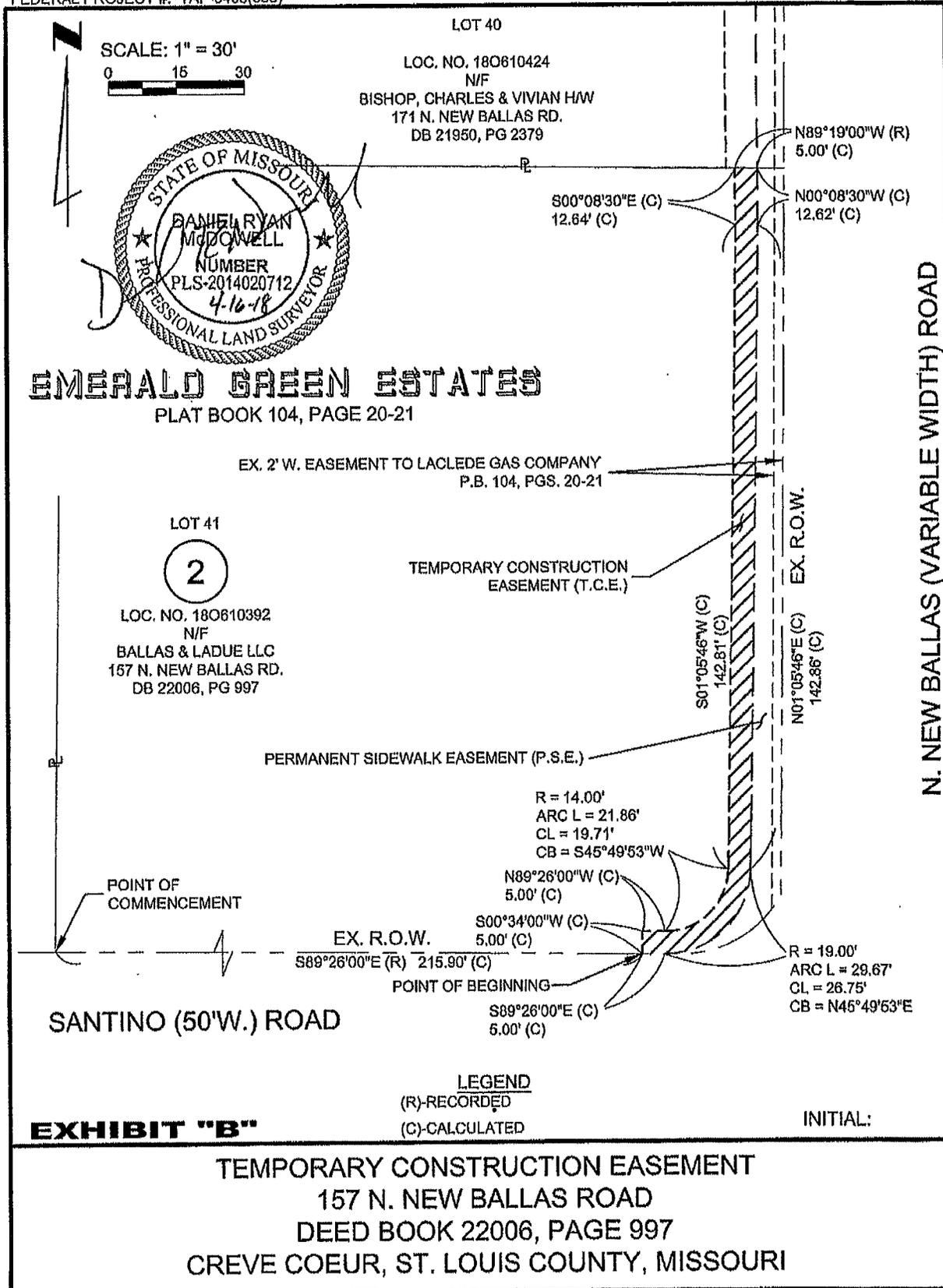


Daniel Ryan McDowell, PLS 2014020712
Horner & Shifrin, Inc. Corp. LS-148



Book:23038 - Page:3590

N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)



N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)
157 N. NEW BALLAS RD.

Book:23038 - Page:3591



101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3891
636-329-9298 • FAX 636-329-2910 • www.HornerShifrin.com

PARCEL DESCRIPTION
Temporary Construction Easement

That part of a Parcel as recorded in Deed Book 22006, Page 997, St. Louis County Records, described as follows:

COMMENCING at the Southwest corner of said Parcel and the Northern Right of Way line of Santino Road; thence along said Northern Right of Way line of Santino Road, South 89°26'00" East, a distance of 215.90 feet to a point to the **POINT OF BEGINNING** of the herein described easement;

THENCE along said Northern Right of Way Line, South 89°26'00" East, a distance of 5.00 feet to a point;

THENCE leaving said Right of Way, along a curve to the left having an arc length of 29.67 feet, a radius of 19.00 feet, a chord bearing of North 45°49'53" East and a chord length of 26.75 feet to a point;

THENCE North 01°05'46" East, a distance of 142.86 feet to a point;

THENCE North 00°08'30" West, a distance of 12.62 feet to a point along the Southern Property Line of a parcel recorded in Deed Book 21950, Page 2379 of the St. Louis County Record;

THENCE along said Property Line, North 89°19'00" West, a distance of 5.00 feet to a point;

THENCE leaving said Property Line, South 00°08'30" East, a distance of 12.64 feet to a point;

THENCE South 01°05'46" West, a distance of 142.81 feet to a point;

THENCE along a curve to the right having an arc length of 21.86 feet, a radius of 14.00 feet, a chord bearing of South 45°49'53" West and a chord length of 19.71 feet to a point;

THENCE North 89°26'00" West, a distance of 5.00 feet to a point;

THENCE South 00°34'00" West, a distance of 5.00 feet to the **POINT OF BEGINNING**.

Containing 0.02 acres or 931 square feet, more or less.

Daniel Ryan McDowell, PLS 2014020712
Horner & Shifrin, Inc. Corp. LS-148



PARCEL #3: 171 NORTH NEW BALLAS ROAD

Parcel #3: Charles and Vivian Bishop
171 North New Ballas Road

Permanent Sidewalk Easement and Temporary Construction Easement
(10 Pages)

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Book:23038 - Page:3762



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GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: **ESMT**
GRANTOR: **BISHOP CHARLES ETAL**
TO:
GRANTEE: **CITY OF CREVE COEUR**

PROPERTY DESCRIPTION: **EMERALD GREEN ESTS - BOOK: 104 PAGE: 20 L: 40 PB: 104 PG: 20**

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
 SS.
COUNTY OF ST. LOUIS)

Document Number
00782

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 10 pages, (this page inclusive), was filed for record in my office on the 23 day of May 2018 at 03:03PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

OB
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Curtis Heinz Garrett and O'Keefe, P.C.
130 S. Bemiston Sulte 200
St. Louis, MO 63105

Destination code: **4001**

RECORDING FEE 48.00
(Paid at the time of Recording)

THE SPACE ABOVE THIS LINE IS RESERVED FOR THE RECORDER'S USE

**DOCUMENT TYPE: PERMANENT SIDEWALK EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

DATE OF DOCUMENT: MAY 11, 2018

**GRANTOR: CHARLES AND VIVIAN BISHOP
171 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

**GRANTEE: CITY OF CREVE COEUR
300 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

**PROPERTY ADDRESS: 171 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

**COUNTY LOCATOR NUMBER: 180610424
LEGAL DESCRIPTION: SEE EXHIBITS A AND B ATTACHED TO THE
DOCUMENT**

**REFERENCE(S) TO BOOK(S) AND PAGE(S): DEED BOOK 21950, PAGE 2739
DEED BOOK 8239, PAGE 693
DEED BOOK 22006, PAGE 997
PLAT BOOK 104, PAGES 20-21**

**PERMANENT SIDEWALK EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT**

THIS INDENTURE made and entered into this 11th day of May, 2018, between CHARLES AND VIVIAN BISHOP, 171 North New Ballas Road, Creve Coeur, Missouri 63141 (parties of the first part), and the CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the second part).

WITNESSETH, that the said parties of the first part, for good and valuable consideration, paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to be derived from the construction and maintenance of a sidewalk facility and for the partial driveway entrance replacement involved with the North New Ballas Sidewalk Improvement Project, do by these presents, grant unto the party of the second part a Permanent Sidewalk Easement to use, repair, maintain and reconstruct sidewalk and associated appurtenances as stated herein in, under, and upon the premises situated in the County of Saint Louis and State of Missouri, and indicated by  on the easement plat on page 1 of the attached Exhibit "A" and more fully described on the property description on page 2 of the attached Exhibit "A," hereby made a part of this Indenture.

SAID Permanent Sidewalk Easement is granted for the purpose of making cuts, fills, and sloping embankment; using, maintaining, repairing, expanding, reconstructing, or removing sidewalk and other associated facilities; reconstructing driveway; and providing working room and implementing any necessary construction methods within the area of the easement.

TO HAVE AND TO HOLD the above permanent sidewalk easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

WITNESSETH, that the said parties of the first part, for good and valuable consideration, paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the construction of new sidewalk, partial driveway reconstruction, and site restoration involved with the North New Ballas Sidewalk Improvement Project, do by these presents, grant unto the party of the second part a Temporary Construction Easement for the purposes herein stated in and upon the premises situated in the County of Saint Louis and State of Missouri, and indicated by  on the easement plat on page 1 of the attached Exhibit "B" and more fully described on the property description on page 2 of the attached Exhibit "B," hereby made a part of this indenture.

SAID Temporary Construction Easement is granted for the purpose of making cuts, fills, and sloping embankment, reconstructing driveway, restoring turf, providing working room, and implementing any necessary construction methods. This temporary construction easement shall terminate at such time as the North New Ballas Sidewalk Improvement Project may be completed by the City of Creve Coeur, or December 31, 2019, whichever is earlier.

TO HAVE AND TO HOLD the above temporary construction easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

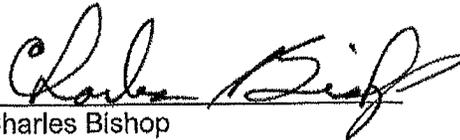
Permanent Sidewalk Easement and Temporary Construction Easement
Parcel #3 – 171 North New Ballas Road (Mr. and Mrs. Bishop)
North New Ballas Sidewalk Improvement Project TAP-5403(688)

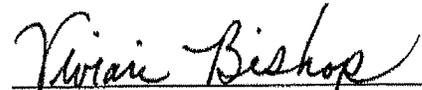
Page 1 of 4

Book:23038 - Page:3765

The parties of the first part do hereby covenant to the City of Creve Coeur, Missouri, that they are lawfully seized and possessed of the real estate described on Exhibit "A" and Exhibit "B," and that they have a good and lawful right to convey these easements, or any part thereof, that these easements are free from all encumbrances, and that they shall forever warrant and defend these easements against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.

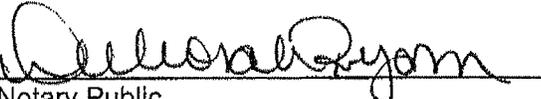

Charles Bishop


Vivian Bishop

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 28 day of February, 2018, before me, a Notary Public, personally appeared Charles and Vivian Bishop, to me known to be the people described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.


Notary Public

My commission expires:



DEBORAH RYAN
My Commission Expires
April 29, 2021
St. Charles County
Commission #13405073



Book:23038 - Page:3767

CITY OF CREVE COEUR, MISSOURI

By: *Mark Perkins*
Print Name: Mark Perkins
Title: City Administrator

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 11 day of May, 2018, before me, a Notary Public, personally appeared Mark Perkins, and being first duly sworn upon oath stated that said person is the City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing document as City Administrator of the City of Creve Coeur, Missouri, and the City of Creve Coeur has entered into this Agreement as its free and voluntary act and deed.

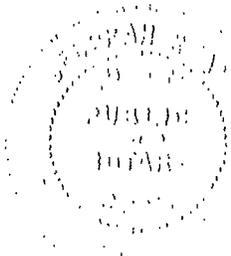
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

Deborah Ryan
Notary Public

My commission expires:



DEBORAH RYAN
My Commission Expires
April 29, 2021
St. Charles County
Commission #13405073



Permanent Sidewalk Easement and Temporary Construction Easement
Parcel #3 – 171 North New Ballas Road (Mr. and Mrs. Bishop)
North New Ballas Sidewalk Improvement Project TAP-5403(688)

N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)

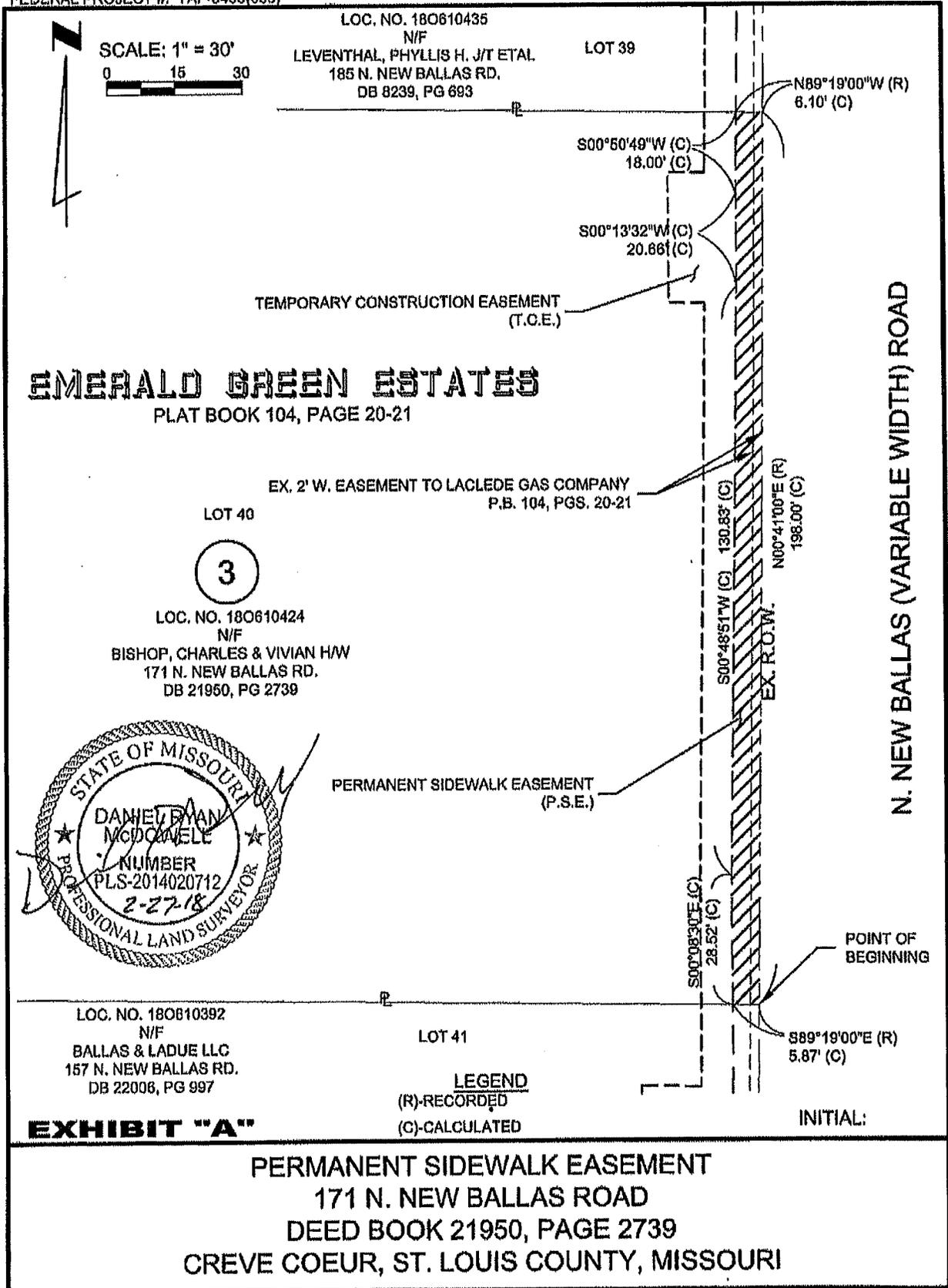
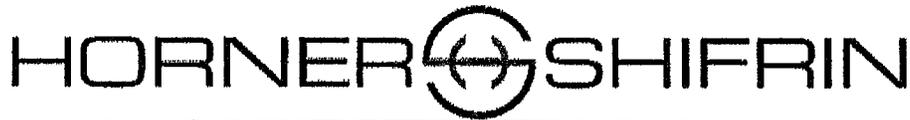


EXHIBIT "A"

PERMANENT SIDEWALK EASEMENT
171 N. NEW BALLAS ROAD
DEED BOOK 21950, PAGE 2739
CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
836-329-9286 • FAX 844-339-2910 • www.HornerShifrin.com

**Legal Description
Proposed Permanent Sidewalk Easement**

That part of a Parcel as recorded in Deed Book 21950, Page 2739, St. Louis County Records, described as follows:

BEGINNING at the Southeast corner of said Parcel and the Existing West Right of Way line of N. New Ballas Road;

THENCE along said West Right of Way line of N. New Ballas Road, North 00°41'00" East, a distance of 198.00 feet to a point along said Right of Way also being the South Property Line of a parcel recorded in Deed Book 8239, Page 693 of the St. Louis County Records;

THENCE leaving said Right of Way, along said Property Line, North 89°19'00" West, a distance of 6.10 feet to a point;

THENCE leaving said Property Line, South 00°50'49" West, a distance of 18.00 feet to a point;

THENCE South 00°13'32" West, a distance of 20.66 feet to a point;

THENCE South 00°48'51" West, a distance of 130.83 feet to a point;

THENCE South 00°08'30" East, a distance of 28.52 feet to a point on the South Property line of said Parcel recorded in Deed Book 21950, Page 2739;

THENCE along said Property Line, South 89°19'00" East, a distance of 5.87 feet to a point; to the **POINT OF BEGINNING**.

Containing 0.03 acres or 1,211 square feet, more or less.

Daniel Ryan McDowell, PLS 2014020712
Horner & Shifrin, Inc. Corp. LS-148



Book:23038 - Page:3770

N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)

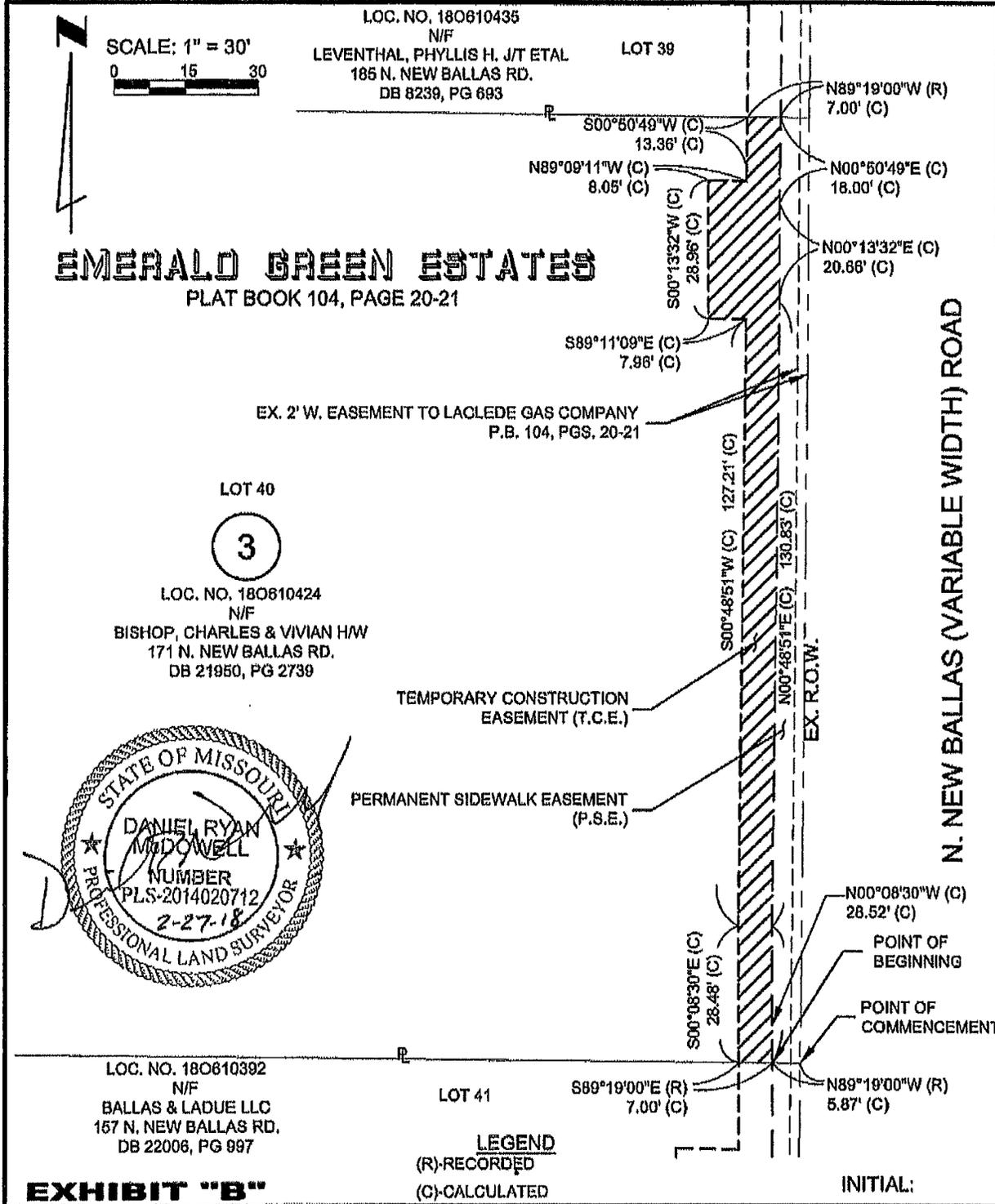


EXHIBIT "B"

TEMPORARY CONSTRUCTION EASEMENT
171 N. NEW BALLAS ROAD
DEED BOOK 21950, PAGE 2739
CREVE COEUR, ST. LOUIS COUNTY, MISSOURI



101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
636-329-9296 • FAX 636-339-2910 • www.HornerShifrin.com

**Legal Description
Temporary Construction Easement**

That part of a Parcel as recorded in Deed Book 21950, Page 2739, St. Louis County Records, described as follows:

COMMENCING at the Southeast corner of said Parcel and the Existing West Right of Way line of N. New Ballas Road; thence leaving said Right of Way Line, along the Southern Property of said Parcel, North 89°19'00" West, a distance of 5.87 feet to the **POINT OF BEGINNING** of the herein described easement;

THENCE North 00°08'30" West, a distance of 28.52 feet to a point;
THENCE North 00°48'51" East, a distance of 130.83 feet to a point;
THENCE North 00°13'32" East, a distance of 20.66 feet to a point;
THENCE North 00°50'49" East, a distance of 18.00 feet to a point along the South Property line of a Parcel recorded in Deed Book 8239, Page 693;
THENCE along said Property Line, North 89°19'00" West, a distance of 7.00 feet to a point;
THENCE leaving said Property Line, South 00°50'49" West, a distance of 13.36 feet to a point;
THENCE North 89°09'11" West, a distance of 8.05 feet to a point;
THENCE South 00°13'32" West, a distance of 28.96 feet to a point;
THENCE South 89°11'09" East, a distance of 7.96 feet to a point;
THENCE South 00°48'51" West, a distance of 127.21 feet to a point;
THENCE South 00°08'30" East, a distance of 28.48 feet to a point along the Southern Property line of this Parcel;
THENCE along said Southern Property Line, South 89°19'00" East, a distance of 7.00 feet to the **POINT OF BEGINNING**.

Containing 0.04 acres or 1,618 square feet, more or less.

Daniel Ryan McDowell, PLS 2014020712
Horner & Shifrin, Inc. Corp. LS-148



PARCEL #4: 185 NORTH NEW BALLAS ROAD

Parcel #4: Phyllis Leventhal and Judy Leventhal

185 North New Ballas Road

Permanent Sidewalk Easement and Temporary Construction Easement
(10 Pages)

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* 2 0 1 8 0 5 2 3 0 0 8 3 3 *

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: ESMT
GRANTOR: LEVENTHAL PHYLLIS ETAL
TO:
GRANTEE: CITY OF CREVE COEUR

PROPERTY DESCRIPTION: EMERALD GREEN ESTS - BOOK: 104 PAGE: 20

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
00833

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 10 pages, (this page inclusive), was filed for record in my office on the 23 day of May, 2018 at 03:32PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

ER
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Curtis Heinz Garrett and O'Keefe, P.C.
130 S. Bemiston Suite 200
St. Louis, MO 63105

Destination code: 4001

RECORDING FEE 48.00
(Paid at the time of Recording)

THE SPACE ABOVE THIS LINE IS RESERVED FOR THE RECORDER'S USE

**DOCUMENT TYPE: PERMANENT SIDEWALK EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

DATE OF DOCUMENT: MAY 11, 2018

**GRANTOR: PHYLLIS LEVENTHAL AND JUDY LEVENTHAL
185 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

**GRANTEE: CITY OF CREVE COEUR
300 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

**PROPERTY ADDRESS: 185 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

COUNTY LOCATOR NUMBER: 180610435
**LEGAL DESCRIPTION: SEE EXHIBITS A AND B ATTACHED TO THE
DOCUMENT**

**REFERENCE(S) TO BOOK(S) AND PAGE(S): DEED BOOK 8239, PAGE 693
DEED BOOK 21950, PAGE 2739
DEED BOOK 21356, PAGE 1047
PLAT BOOK 104, PAGES 20-21**

Book:23038 - Page:3862**PERMANENT SIDEWALK EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT**

THIS INDENTURE made and entered into this 11th day of May, 2018, between PHYLLIS LEVENTHAL AND JUDY LEVENTHAL, 185 North New Ballas Road, Creve Coeur, Missouri 63141 (parties of the first part), and the CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the second part).

WITNESSETH, that the said parties of the first part, for good and valuable consideration, paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to be derived from the construction and maintenance of a sidewalk facility and for the partial driveway entrance replacement involved with the North New Ballas Sidewalk Improvement Project, do by these presents, grant unto the party of the second part a Permanent Sidewalk Easement to use, repair, maintain and reconstruct sidewalk and associated appurtenances as stated herein in, under, and upon the premises situated in the County of Saint Louis and State of Missouri, and indicated by  on the easement plat on page 1 of the attached Exhibit "A" and more fully described on the property description on page 2 of the attached Exhibit "A," hereby made a part of this indenture.

SAID Permanent Sidewalk Easement is granted for the purpose of making cuts, fills, and sloping embankment; using, maintaining, repairing, expanding, reconstructing, or removing sidewalk and other associated facilities; reconstructing driveway; and providing working room and implementing any necessary construction methods within the area of the easement.

TO HAVE AND TO HOLD the above permanent sidewalk easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

WITNESSETH, that the said parties of the first part, for good and valuable consideration, paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the construction of new sidewalk, partial driveway reconstruction, removal of two (2) existing trees, planting of up to four (4) trees, and site restoration involved with the North New Ballas Sidewalk Improvement Project, do by these presents, grant unto the party of the second part a Temporary Construction Easement for the purposes herein stated in and upon the premises situated in the County of Saint Louis and State of Missouri, and indicated by  on the easement plat on page 1 of the attached Exhibit "B" and more fully described on the property description on page 2 of the attached Exhibit "B," hereby made a part of this indenture.

SAID Temporary Construction Easement is granted for the purpose of making cuts, fills, and sloping embankment, reconstructing driveway, restoring turf, providing working room, and implementing any necessary construction methods. This temporary construction easement shall terminate at such time as the North New Ballas Sidewalk Improvement Project may be completed by the City of Creve Coeur, or December 31, 2019, whichever is earlier.

TO HAVE AND TO HOLD the above temporary construction easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

Permanent Sidewalk Easement and Temporary Construction Easement
Parcel #4 – 185 North New Ballas Road (Phyllis Leventhal and Judy Leventhal)
North New Ballas Sidewalk Improvement Project TAP-5403(688)

Page 1 of 4

Book:23038 - Page:3863

The parties of the first part do hereby covenant to the City of Creve Coeur, Missouri, that they are lawfully seized and possessed of the real estate described on Exhibit "A" and Exhibit "B," and that they have a good and lawful right to convey these easements, or any part thereof, that these easements are free from all encumbrances, and that they shall forever warrant and defend these easements against the claims of all persons whomsoever.

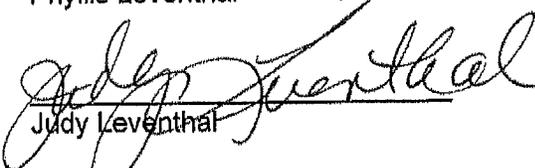
Both parties acknowledge the following terms of the easements described on Exhibit "A" and Exhibit "B":

1. The party of the second part shall remove the two existing maple trees within said easements and shall replace these trees with up to four (4) trees with a minimum caliper of two inches (2"). The parties shall consult and agree upon the type(s) and placement of the new trees, which shall be suitable for the environment and located within said easements.
2. The party of the second part shall cause its contractor(s) for the New Ballas Sidewalk Improvement Project to protect (and to repair or replace, if damaged) all existing private property to remain, which shall include, but not be limited to, lighting, mailbox, driveway pavement, vehicle barricades, landscaping, bushes, and lawn.

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.



 Phyllis Leventhal

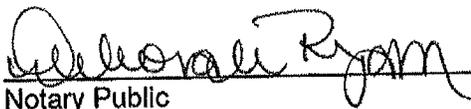


 Judy Leventhal

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 27 day of April, 2018, before me, a Notary Public, personally appeared Phyllis Leventhal and Judy Leventhal, to me known to be the people described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.



Notary Public

My commission expires:



DEBORAH RYAN
My Commission Expires
April 29, 2021
St. Charles County
Commission #13405073

Book:23038 - Page:3865

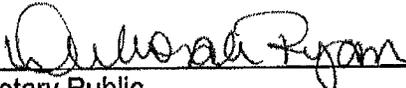
CITY OF CREVE COEUR, MISSOURI

By: 
Print Name: Mark Perkins
Title: City Administrator

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 11 day of May, 2018, before me, a Notary Public, personally appeared Mark Perkins, and being first duly sworn upon oath stated that said person is the City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing document as City Administrator of the City of Creve Coeur, Missouri, and the City of Creve Coeur has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.


Notary Public

My commission expires:

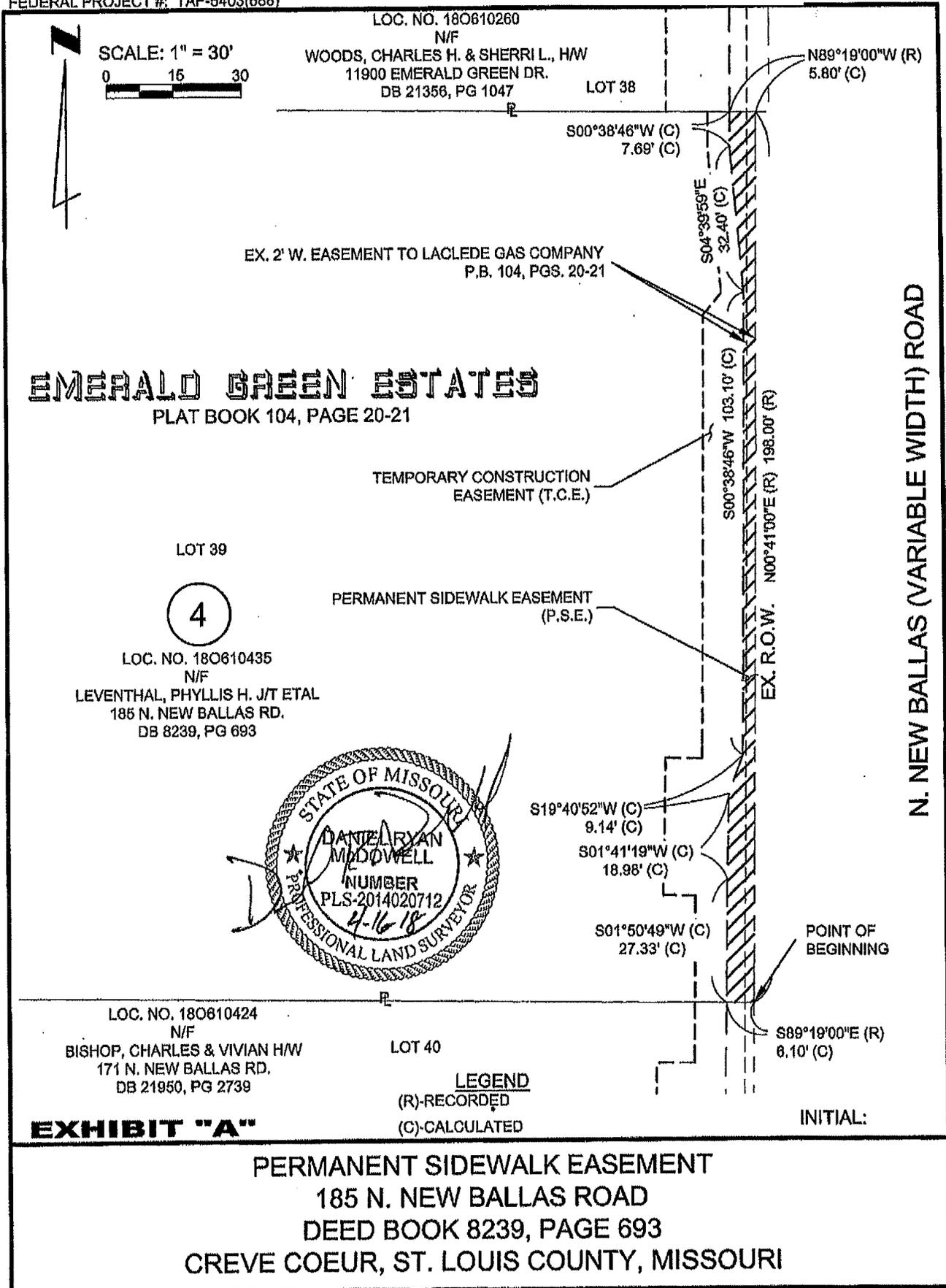


DEBORAH RYAN
My Commission Expires
April 29, 2021
St. Charles County
Commission #13405073



Permanent Sidewalk Easement and Temporary Construction Easement
Parcel #4 – 185 North New Ballas Road (Phyllis Leventhal and Judy Leventhal)
North New Ballas Sidewalk Improvement Project TAP-5403(688)

N. NEW BALLAS RD, SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)



HORNER & SHIFRIN

101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
636-329-9296 • FAX 636-329-2910 • www.HornerShifrin.com

PARCEL DESCRIPTION Permanent Sidewalk Easement

That part of a Parcel as recorded in Deed Book 8239, Page 693, St. Louis County Records, described as follows:

BEGINNING at the Southeast corner of said Parcel and the Existing West Right of Way line of N. New Ballas Road;

THENCE along said West Right of Way line of N. New Ballas Road, North 00°41'00" East, a distance of 198.00 feet to a point along said Right of Way also being the South Property Line of a parcel recorded in Deed Book 21356, Page 1047 of the St. Louis County Records;

THENCE leaving said Right of Way, along said Property Line, North 89°19'00" West, a distance of 5.80 feet to a point;

THENCE leaving said Property Line, South 00°38'46" West, a distance of 7.69 feet to a point;

THENCE South 04°39'59" East, a distance of 32.40 feet to a point;

THENCE South 00°38'46" West, a distance of 103.10 feet to a point;

THENCE South 19°40'52" West, a distance of 9.14 feet to a point;

THENCE South 01°41'19" West, a distance of 18.98 feet to a point;

THENCE South 01°50'49" West, a distance of 27.33 feet to a point along the Southern Property Line of this Parcel;

THENCE along said Property Line, South 89°19'00" East, a distance of 6.10 feet to the **POINT OF BEGINNING**.

Containing 0.02 acres or 775 square feet, more or less.



Daniel Ryan McDowell, PLS 2014020712
Horner & Shifrin, Inc. Corp. LS-148



N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)

Book:23038 - Page:3868



SCALE: 1" = 30'
0 15 30

LOC. NO. 180610260 LOT 38
N/F
WOODS, CHARLES H. & SHERRI L., H/W
11900 EMERALD GREEN DR.
DB 21366, PG 1047

EX. 2' W. EASEMENT TO LACLEDE GAS COMPANY
P.B. 104, PGS. 20-21

EMERALD GREEN ESTATES
PLAT BOOK 104, PAGE 20-21

TEMPORARY CONSTRUCTION
EASEMENT (T.C.E.)

LOT 39

4

LOC. NO. 180610436
N/F
LEVENTHAL, PHYLLIS H. J/T ETAL
185 N. NEW BALLAS RD.
DB 8239, PG 693

PERMANENT SIDEWALK
EASEMENT (P.S.E.)



LOC. NO. 180610424
N/F
BISHOP, CHARLES & VIVIAN H/W
171 N. NEW BALLAS RD.
DB 21960, PG 2739

LOT 40

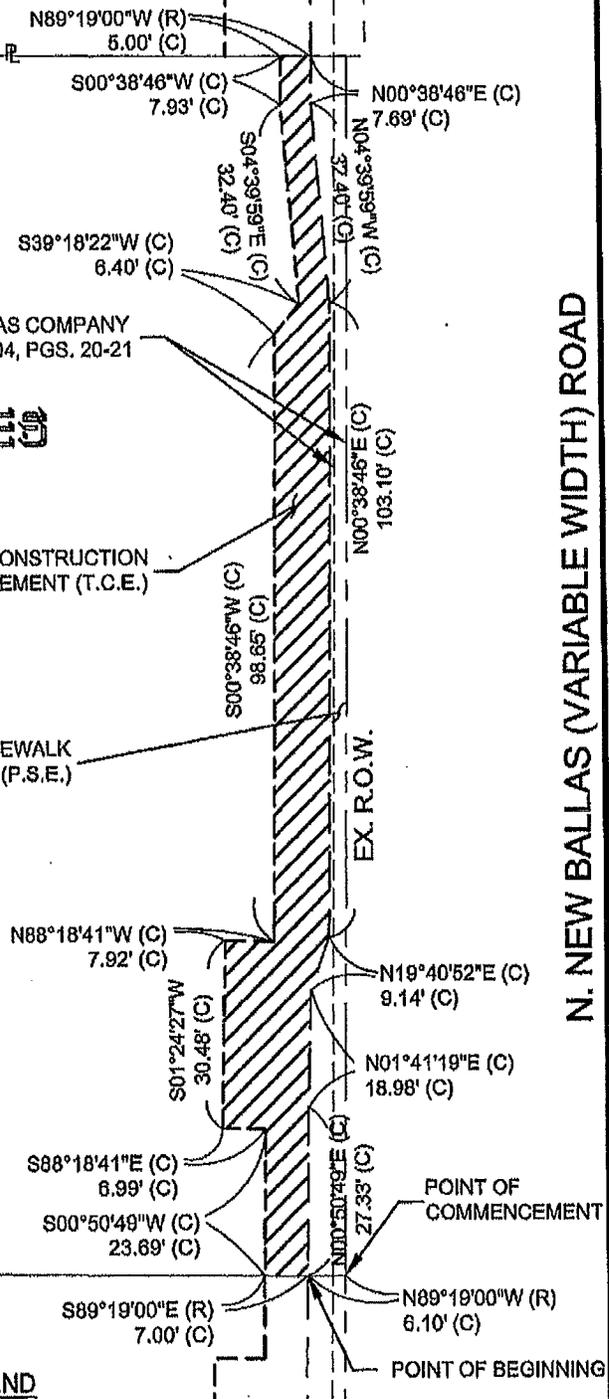
LEGEND
(R)-RECORDED
(C)-CALCULATED

EXHIBIT "B"

INITIAL:

TEMPORARY CONSTRUCTION EASEMENT
185 N. NEW BALLAS ROAD
DEED BOOK 8239, PAGE 693
CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

N. NEW BALLAS (VARIABLE WIDTH) ROAD



HORNER & SHIFRIN

101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
636-329-9298 • FAX 636-329-2910 • www.HornerShifrin.com

PARCEL DESCRIPTION Temporary Construction Easement

That part of a Parcel as recorded in Deed Book 8239, Page 693, St. Louis County Records, described as follows:

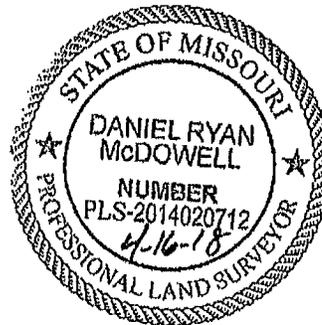
COMMENCING at the Southeast corner of said Parcel and the Existing West Right of Way line of N. New Ballas Road; thence along the Southern Property Line of said Parcel, North 89°19'00" West, a distance of 6.10 feet to the **POINT OF BEGINNING** of the herein described easement;

THENCE leaving said Property Line, North 00°50'49" East, a distance of 27.33 feet to a point;
THENCE North 01°41'19" East, a distance of 18.98 feet to a point;
THENCE North 19°40'52" East, a distance of 9.14 feet to a point;
THENCE North 00°38'46" East, a distance of 103.10 feet to a point;
THENCE North 04°39'59" West, a distance of 32.40 feet to a point;
THENCE North 00°38'46" East, a distance of 7.69 to a point along the southern property line of a parcel recorded in deed book 21356, page 1047;
THENCE along said Property Line, North 89°19'00" West, a distance of 5.00 feet to a point;
THENCE leaving said Property Line, South 00°38'46" West, a distance of 7.93 feet to a point;
THENCE South 04°39'59" East, a distance of 32.40 feet to a point;
THENCE South 39°18'22" West, a distance of 6.40 feet to a point;
THENCE South 00°38'46" West, a distance of 98.65 feet to a point;
THENCE North 88°18'41" West, a distance of 7.92 feet to a point;
THENCE South 01°24'27" West, a distance of 30.48 feet to a point;
THENCE South 88°18'41" East, a distance of 6.99 feet to a point;
THENCE South 00°50'49" West, a distance of 23.69 feet to a point along the Southern Property Line of said Parcel;
THENCE along said Property Line, South 89°19'00" East, a distance of 7.00 feet to the **POINT OF BEGINNING**.

Containing 0.04 acres or 1,727 square feet, more or less.



Daniel Ryan McDowell, PLS 2014020712
Horner & Shifrin, Inc. Corp. LS-148



PARCEL #5: 11900 EMERALD GREEN DRIVE

Parcel #5: Charles and Sherri Woods

11900 Emerald Green Drive

Permanent Sidewalk Easement and Temporary Construction Easement
(10 Pages)

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* 2 0 1 8 0 5 2 3 0 0 8 3 6 *

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: ESMT
GRANTOR: WOODS CHARLES H ETAL
TO:
GRANTEE: CITY OF CREVE COEUR

PROPERTY DESCRIPTION: EMERALD GREEN ESTS - BOOK: 104 PAGE: 20 L: 38 PB: 104 PG: 20

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
00836

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 10 pages, (this page inclusive), was filed for record in my office on the 23 day of May 2018 at 03:32PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

JM
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mall to:

Curtis Heinz Garrett and O'Keefe, P.C.
130 S. Bemiston Suite 200
St. Louis, MO 63105

Destination code: 4001

RECORDING FEE 48.00
(Paid at the time of Recording)

THE SPACE ABOVE THIS LINE IS RESERVED FOR THE RECORDER'S USE

**DOCUMENT TYPE: PERMANENT SIDEWALK EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

DATE OF DOCUMENT: MAY 11, 2018

**GRANTOR: CHARLES AND SHERRI WOODS
11900 EMERALD GREEN DRIVE
CREVE COEUR, MO 63141**

**GRANTEE: CITY OF CREVE COEUR
300 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

**PROPERTY ADDRESS: 11900 EMERALD GREEN DRIVE
CREVE COEUR, MO 63141**

**COUNTY LOCATOR NUMBER: 180610260
LEGAL DESCRIPTION: SEE EXHIBITS A AND B ATTACHED TO THE
DOCUMENT**

**REFERENCE(S) TO BOOK(S) AND PAGE(S): DEED BOOK 21356, PAGE 1047
DEED BOOK 8239, PAGE 693
PLAT BOOK 104, PAGES 20-21**

**PERMANENT SIDEWALK EASEMENT AND TEMPORARY CONSTRUCTION
EASEMENT**

THIS INDENTURE made and entered into this 11th day of May, 2018, between CHARLES H. WOODS AND SHERRI L. WOODS, 11900 Emerald Green Drive, Creve Coeur, Missouri 63141 (parties of the first part), and the CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the second part).

WITNESSETH, that the said parties of the first part, for good and valuable consideration, paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to be derived from the construction and maintenance of a sidewalk facility involved with the North New Ballas Sidewalk Improvement Project, do by these presents, grant unto the party of the second part a Permanent Sidewalk Easement to use, repair, maintain and reconstruct sidewalk, and associated appurtenances as stated herein in, under, and upon the premises situated in the County of Saint Louis and State of Missouri, and indicated by  on the easement plat on page 1 of the attached Exhibit "A" and more fully described on the property description on page 2 of the attached Exhibit "A," hereby made a part of this indenture.

SAID Permanent Sidewalk Easement is granted for the purpose of making cuts, fills, and sloping embankment; using, maintaining, repairing, expanding, reconstructing, or removing sidewalk and other associated facilities; and providing working room and implementing any necessary construction methods within the area of the easement.

TO HAVE AND TO HOLD the above permanent sidewalk easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

WITNESSETH, that the said parties of the first part, for good and valuable consideration, paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the construction of new sidewalk, removal of three (3) existing trees, installation of up to five (5) trees, and site restoration involved with the North New Ballas Sidewalk Improvement Project, do by these presents, grant unto the party of the second part a Temporary Construction Easement for the purposes herein stated in and upon the premises situated in the County of Saint Louis and State of Missouri, and indicated by  on the easement plat on page 1 of the attached Exhibit "B" and more fully described on the property description on page 2 of the attached Exhibit "B," hereby made a part of this indenture.

SAID Temporary Construction Easement is granted for the purpose of making cuts, fills, and sloping embankment, removing existing trees, planting new trees, restoring turf, providing working room, and implementing any necessary construction methods. This temporary construction easement shall terminate at such time as the North New Ballas Sidewalk Improvement Project may be completed by the City of Creve Coeur, or December 31, 2019, whichever is earlier.

TO HAVE AND TO HOLD the above temporary construction easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

Permanent Sidewalk Easement and Temporary Construction Easement
Parcel #5 – 11900 Emerald Green Drive (Mr. and Mrs. Woods)
North New Ballas Sidewalk Improvement Project TAP-5403(688)

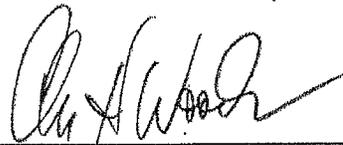
Page 1 of 4

The parties of the first part do hereby covenant to the City of Creve Coeur, Missouri, that they are lawfully seized and possessed of the real estate described on Exhibit "A" and Exhibit "B," and that they have a good and lawful right to convey these easements, or any part thereof, that these easements are free from all encumbrances, and that they shall forever warrant and defend these easements against the claims of all persons whomsoever.

Both parties acknowledge the following terms of the easements described on Exhibit "A" and Exhibit "B":

1. The parties of the first part will be named as additional insured on the insurance of the construction contractor(s) working within said easements.
2. The party of the second part shall remove the ash tree, oak tree, and maple tree located within said easements and shall replace these trees with up to five (5) Armstrong maple trees with a minimum caliper of two inches (2"). The parties shall consult and agree upon the placement of the new trees, which shall be within said easements.
3. The party of the second part shall repair or modify the existing lawn irrigation system within said easements, as necessary and as damaged by the construction contractor.
4. The existing two landscape berms with evergreens, which are partially located within the temporary construction easement, shall be protected and shall not be disturbed.
5. The party of the second part shall re-establish lawn areas that are disturbed as part of this project.

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.



Charles H. Woods

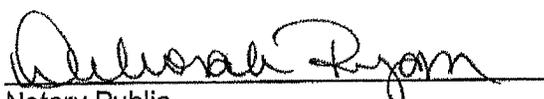


Sherri L. Woods

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 29 day of March, 2018, before me, a Notary Public, personally appeared Charles H. Woods and Sherri L. Woods, to me known to be the people described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

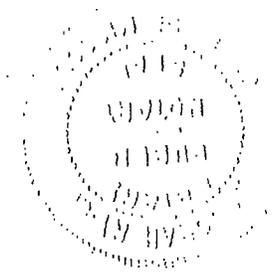
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.


Notary Public

My commission expires:



DEBORAH RYAN
My Commission Expires
April 28, 2021
St. Charles County
Commission #13405073



CITY OF CREVE COEUR, MISSOURI

By: *Mark Perkins*
Print Name: Mark Perkins
Title: City Administrator

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 11 day of May, 2018, before me, a Notary Public, personally appeared Mark Perkins, and being first duly sworn upon oath stated that said person is the City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing document as City Administrator of the City of Creve Coeur, Missouri, and the City of Creve Coeur has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

Deborah Ryan
Notary Public

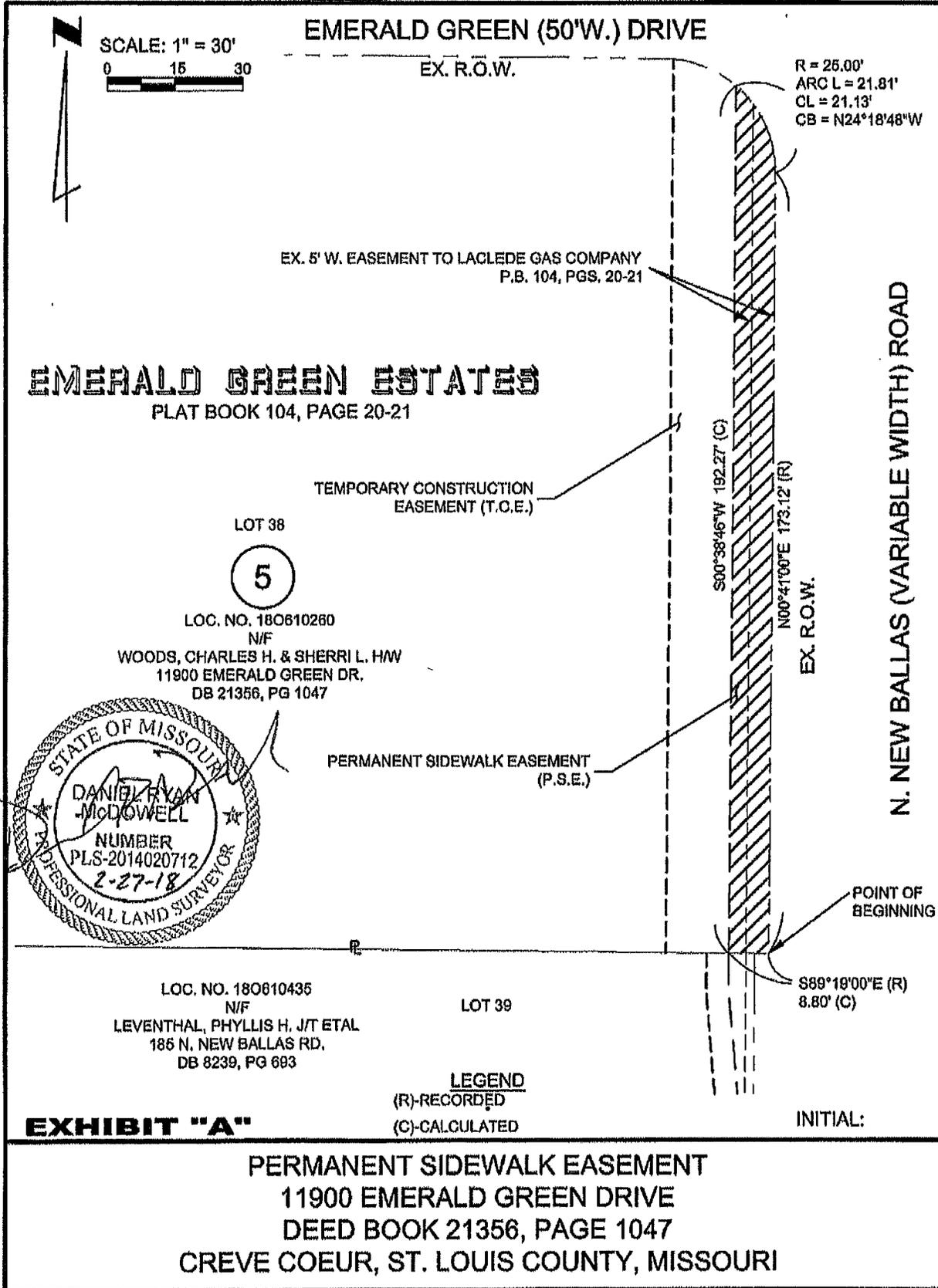
My commission expires:



DEBORAH RYAN
My Commission Expires
April 29, 2021
St. Charles County
Commission #13406073



N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)



HORNER SHIFRIN

101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
636-329-9286 • FAX 844-339-2910 • www.HornerShifrin.com

Legal Description Proposed Permanent Sidewalk Easement

That part of a Parcel as recorded in Deed Book 21356, Page 1047, St. Louis County Records, described as follows:

BEGINNING at the Southeast corner of said Parcel and the Existing West Right of Way line of N. New Ballas Road;

THENCE along said Existing West Right of Way line of N. New Ballas Road, North 00°41'00" East, a distance of 173.12 feet to a point along said Right of Way;

THENCE along said Right of Way, along a curve to the left having an arc length of 21.81 feet, a radius of 25.00 feet, a chord bearing of North 24°18'48" West, and a chord length of 21.13 feet to a point along the Southern Right of Way line of Emerald Green Drive;

THENCE leaving said Right of Way, South 00°38'46" West, a distance of 192.27 feet to a point along the Southern Property line of this parcel;

THENCE along said Property line, South 89°19'00" East, a distance of 8.80 feet to the **POINT OF BEGINNING**.

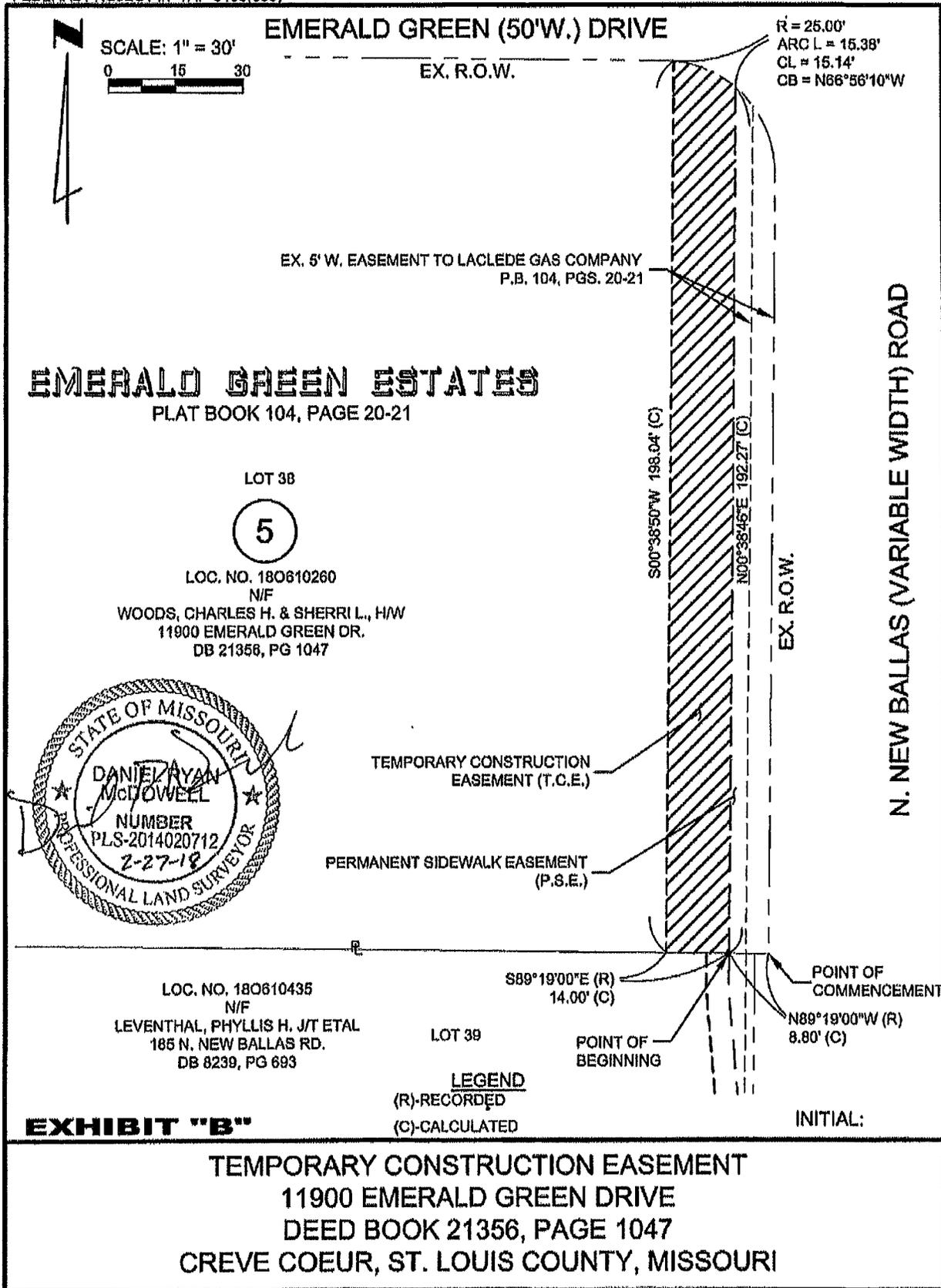
Containing 0.04 acres or 1,653 square feet, more or less.



Daniel Ryan McDowell, PLS 2014020712
Horner & Shifrin, Inc. Corp. LS-148



N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)





101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
636-329-9296 • FAX 844-339-2910 • www.HornerShifrin.com

**Legal Description
Temporary Construction Easement**

That part of a Parcel as recorded in Deed Book 21356, Page 1047, St. Louis County Records, described as follows:

COMMENCING at the Southeast corner of said Parcel and the Existing West Right of Way line of N. New Ballas Road; thence along the Southern Property Line of said Parcel, North 89°19'00" West, a distance of 8.80 feet to the **POINT OF BEGINNING** of the herein described easement;

THENCE leaving said Property Line, North 00°38'46" East, a distance of 192.27 feet to a point along the Southern Right of Way Line of Emerald Green Drive;

THENCE along said Right of Way, along a curve to the left having an arc length of 15.38 feet, a radius of 25.00 feet, a chord bearing of North 66°56'10" West, and a chord length of 15.14 feet to a point along said Right of Way line;

THENCE leaving said Right of Way, South 00°38'50" West, a distance of 198.04 feet to a point along the Southern Property Line of this Parcel;

THENCE along said Property Line, South 89°19'00" East, a distance of 14.00 feet to the **POINT OF BEGINNING**.

Containing 0.06 acres or 2,744 square feet, more or less.

Daniel Ryan McDowell, PLS 2014020712
Horner & Shifrin, Inc. Corp. LS-148

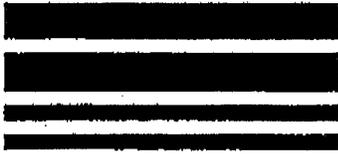


PARCEL #6: 11901 EMERALD GREEN DRIVE

Parcel #6: Cynthia Bosotin and Kevin Janowski
11901 North New Ballas Road

Permanent Sidewalk Easement and Temporary Construction Easement
(10 Pages)

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* 2 0 1 8 0 5 2 3 0 0 8 3 7 *

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: ESMT
GRANTOR: BOSOTIN CYNTHIA M ETAL
TO:
GRANTEE: CITY OF CREVE COEUR

PROPERTY DESCRIPTION: EMERALD GREEN ESTS - BOOK: 104 PAGE: 20 L: 37

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
00837

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 10 pages, (this page inclusive), was filed for record in my office on the 23 day of May 2018 at 03:32PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

EW
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Curtis Heinz Garrett and O'Keefe, P.C.
130 S. Bemiston Suite 200
St. Louis, MO 63105

Destination code: 4001

RECORDING FEE 48.00
(Paid at the time of Recording)

THE SPACE ABOVE THIS LINE IS RESERVED FOR THE RECORDER'S USE

**DOCUMENT TYPE: PERMANENT SIDEWALK EASEMENT AND
TEMPORARY CONSTRUCTION EASEMENT**

DATE OF DOCUMENT: MAY 11, 2018

**GRANTOR: CYNTHIA MARIE BOSOTIN AND KEVIN JANOWSKI
11901 EMERALD GREEN DRIVE
CREVE COEUR, MO 63141**

**GRANTEE: CITY OF CREVE COEUR
300 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

**PROPERTY ADDRESS: 11901 EMERALD GREEN DRIVE
CREVE COEUR, MO 63141**

COUNTY LOCATOR NUMBER: 180610446
**LEGAL DESCRIPTION: SEE EXHIBITS A AND B ATTACHED TO THE
DOCUMENT**

**REFERENCE(S) TO BOOK(S) AND PAGE(S): DEED BOOK 9063, PAGE 186
DEED BOOK 6440, PAGE 1285
PLAT BOOK 104, PAGES 20-21**

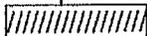
Book:23038 - Page:3888**PERMANENT SIDEWALK EASEMENT AND TEMPORARY CONSTRUCTION EASEMENT**

THIS INDENTURE made and entered into this 11th day of May, 2018, between CYNTHIA MARIE BOSOTIN AND KEVIN JANOWSKI, 11901 Emerald Green Drive, Creve Coeur, Missouri 63141 (parties of the first part), and the CITY OF CREVE COEUR, MISSOURI, 300 North New Ballas Road, Creve Coeur, Missouri 63141 (party of the second part).

WITNESSETH, that the said parties of the first part, for good and valuable consideration, paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the benefits to be derived from the construction and maintenance of a sidewalk facility involved with the North New Ballas Sidewalk Improvement Project, do by these presents, grant unto the party of the second part a Permanent Sidewalk Easement to use, repair, maintain and reconstruct sidewalk and associated appurtenances as stated herein in, under, and upon the premises situated in the County of Saint Louis and State of Missouri, and indicated by  on the easement plat on page 1 of the attached Exhibit "A" and more fully described on the property description on page 2 of the attached Exhibit "A," hereby made a part of this indenture.

SAID Permanent Sidewalk Easement is granted for the purpose of making cuts, fills, and sloping embankment; using, maintaining, repairing, expanding, reconstructing, or removing sidewalk and other associated facilities; and providing working room and implementing any necessary construction methods within the area of the easement.

TO HAVE AND TO HOLD the above permanent sidewalk easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

WITNESSETH, that the said parties of the first part, for good and valuable consideration, paid by the said party of the second part, the receipt of which is hereby acknowledged, and for and in consideration of the construction of new sidewalk and site restoration involved with the North New Ballas Sidewalk Improvement Project, do by these presents, grant unto the party of the second part a Temporary Construction Easement for the purposes herein stated in and upon the premises situated in the County of Saint Louis and State of Missouri, and indicated by  on the easement plat on page 1 of the attached Exhibit "B" and more fully described on the property description on page 2 of the attached Exhibit "B," hereby made a part of this indenture.

SAID Temporary Construction Easement is granted for the purpose of making cuts, fills, and sloping embankment, restoring turf, providing working room, and implementing any necessary construction methods. This temporary construction easement shall terminate at such time as the North New Ballas Sidewalk Improvement Project may be completed by the City of Creve Coeur, or December 31, 2019, whichever is earlier.

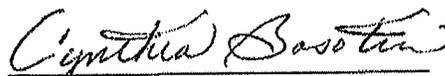
TO HAVE AND TO HOLD the above temporary construction easement unto the City of Creve Coeur, Missouri, and to its assigns and successors.

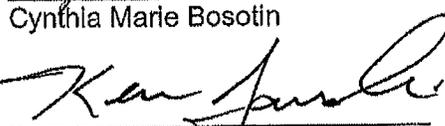
Permanent Sidewalk Easement and Temporary Construction Easement
Parcel #6 – 11901 Emerald Green Drive (Cynthia Bosotin and Kevin Janowski)
North New Ballas Sidewalk Improvement Project TAP-5403(688)

Page 1 of 4

The parties of the first part do hereby covenant to the City of Creve Coeur, Missouri, that they are lawfully seized and possessed of the real estate described on Exhibit "A" and Exhibit "B," and that they have a good and lawful right to convey these easements, or any part thereof, that these easements are free from all encumbrances, and that they shall forever warrant and defend these easements against the claims of all persons whomsoever.

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.


Cynthia Marie Bosotin


Kevin Janowski

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 26th day of March, 2018, before me, a Notary Public, personally appeared Cynthia Marie Bosotin and Kevin Janowski, to me known to be the people described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

Deborah Ryan
Notary Public

My commission expires:



DEBORAH RYAN
My Commission Expires
April 29, 2021
St. Charles County
Commission #13406073

CITY OF CREVE COEUR, MISSOURI

By: *Mark Perkins*
Print Name: Mark Perkins
Title: City Administrator

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 11 day of May, 2018, before me, a Notary Public, personally appeared Mark Perkins, and being first duly sworn upon oath stated that said person is the City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing document as City Administrator of the City of Creve Coeur, Missouri, and the City of Creve Coeur has entered into this Agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

Deborah Ryan
Notary Public

My commission expires:



DEBORAH RYAN
My Commission Expires
April 29, 2021
St. Charles County
Commission #13405073

Book:23038 - Page:3892

N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)

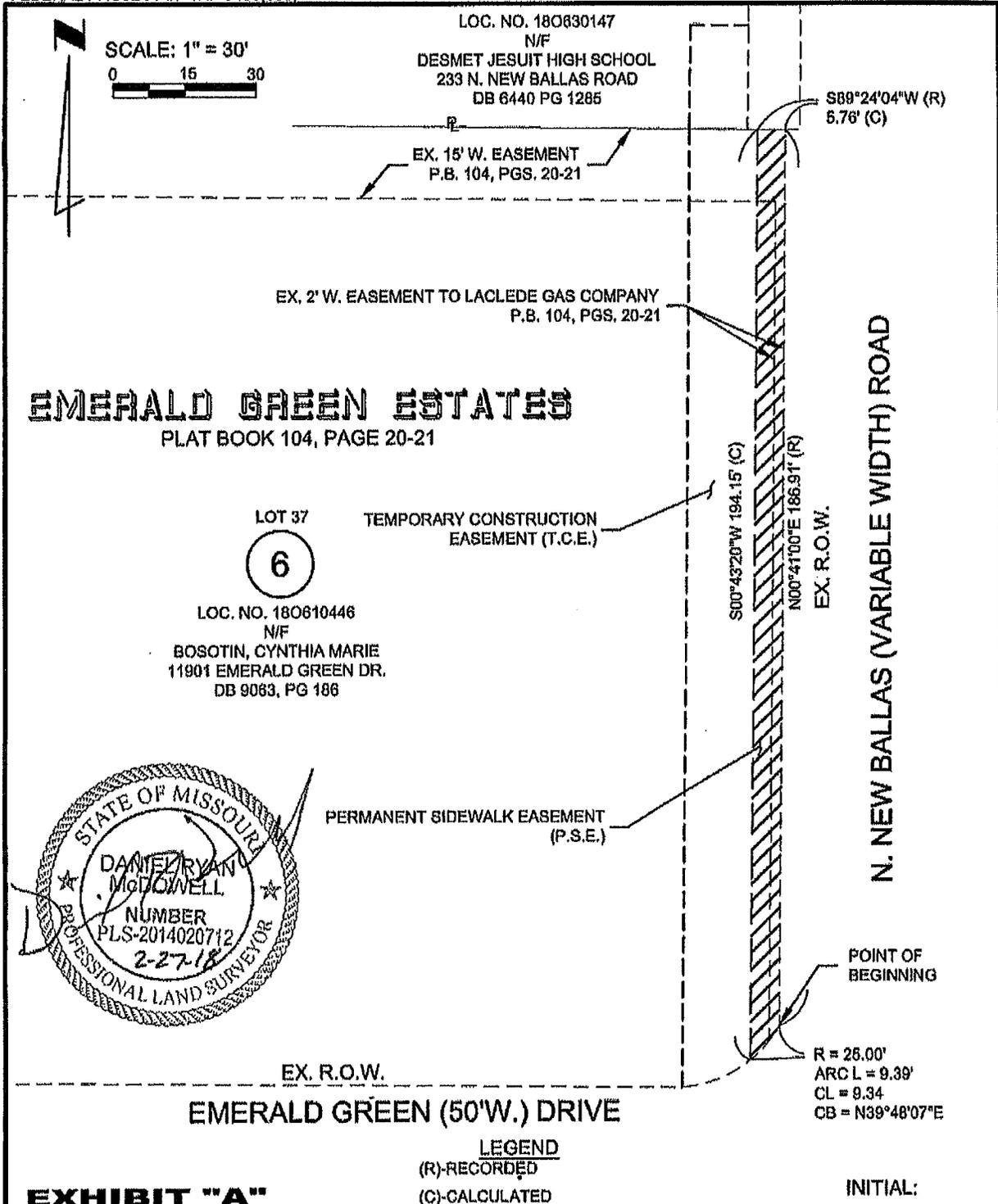


EXHIBIT "A"

LEGEND
 (R)-RECORDED
 (C)-CALCULATED

INITIAL:

PERMANENT SIDEWALK EASEMENT
11901 EMERALD GREEN DRIVE
DEED BOOK 9063, PAGE 186
CREVE COEUR, ST. LOUIS COUNTY, MISSOURI

HORNER SHIFRIN

101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
836-329-9296 • FAX 844-339-2910 • www.HornerShifrin.com

Legal Description Proposed Permanent Sidewalk Easement

That part of a Parcel as recorded in Deed Book 9063, Page 186, St. Louis County Records, described as follows:

BEGINNING at the Southeast corner of said Parcel and the Existing West Right of Way line of N. New Ballas Road;

THENCE along said Existing West Right of Way line of N. New Ballas Road, North 00°41'00" East, a distance of 186.91 feet to a point along said Right of Way also being the Northeast corner of this Parcel;

THENCE along the Northern Property Line of said Parcel, South 89°24'04" West, a distance of 5.76 feet to a point;

THENCE leaving said Property Line, South 00°43'20" West, a distance of 194.15 feet to a point along the Northern Right of Way of Emerald Green Drive;

THENCE along said Right of Way line, along a curve to the left having an arc length of 9.39 feet, a radius of 25.00 feet, a chord bearing of North 39°48'07" East, a distance of 9.34 feet to the **POINT OF BEGINNING**.

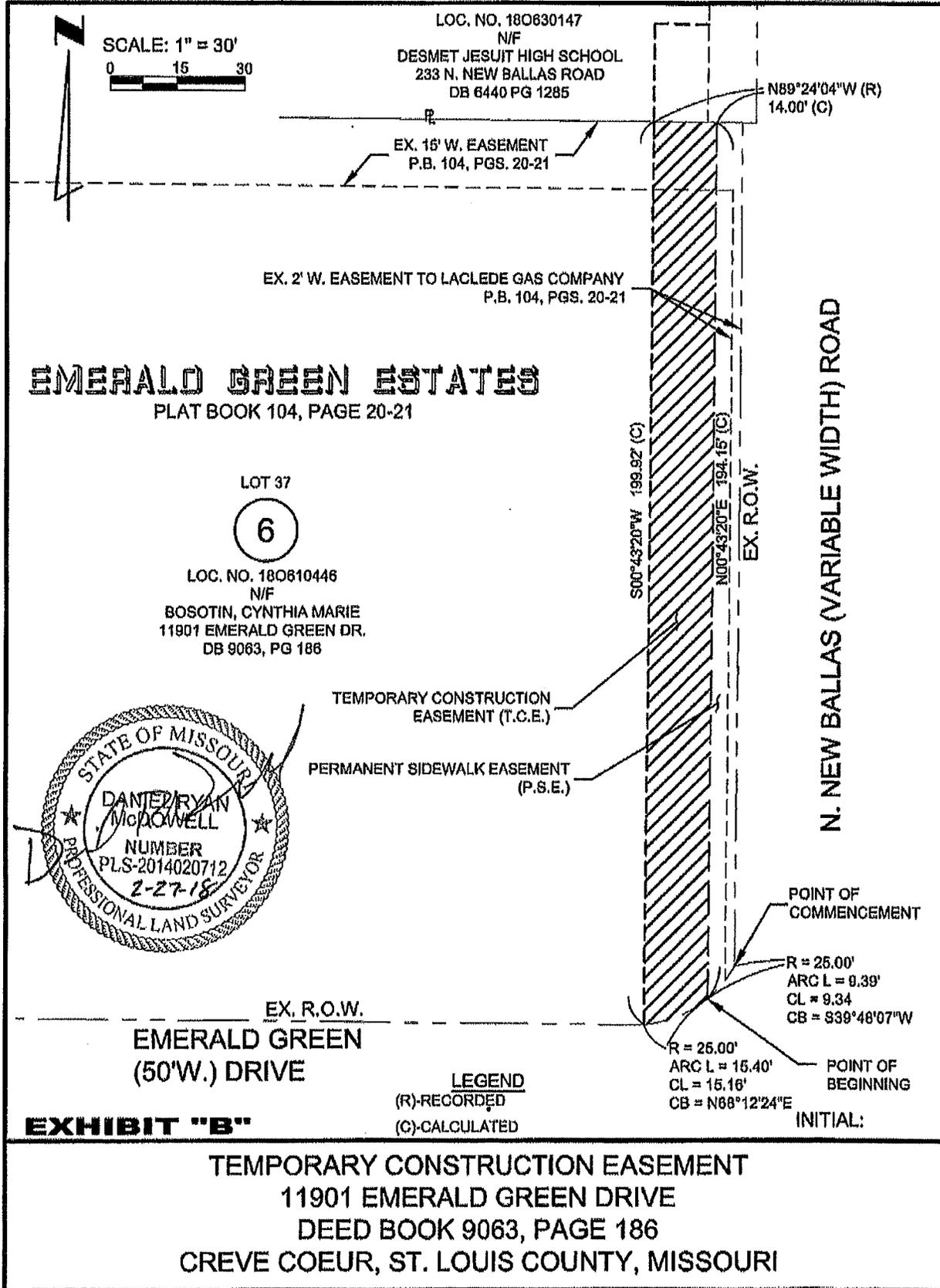
Containing 0.03 acres or 1,112 square feet, more or less.



Daniel Ryan McDowell, PLS 2014020712
Horner & Shifrin, Inc. Corp. LS-148



N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)



HORNER SHIFRIN

101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
636-329-9296 • FAX 644-339-2910 • www.HornerShifrin.com

Legal Description Temporary Construction Easement

That part of a Parcel as recorded in Deed Book 9063, Page 186, St. Louis County Records, described as follows:

COMMENCING at the Southeast corner of said Parcel and the Existing Northern Right of Way line of Emerald Green Drive; thence along said Right of Way along a curve to the right having an arc length of 9.39 feet, a radius of 25 feet a chord bearing of South 39°48'07" West, a chord length of 9.34 feet to the **POINT OF BEGINNING** of the herein described easement;

THENCE Leaving said Right of Way line, North 00°43'20" East, a distance of 194.15 feet to a point along the Northern Property Line of this Parcel;
THENCE along said Property line North 89°24'04" West, a distance of 14.00 feet to a point;
THENCE leaving said Property line, South 00°43'20" West, a distance of 199.92 feet to a point along the Northern Right of Way line of Emerald Green Drive;
THENCE along said Right of Way line, along a curve to the left, having an arc length of 15.40 feet, a radius of 25.00 feet, a chord bearing of North 68°12'24" East, a chord length of 15.16 to the **POINT OF BEGINNING**.

Containing 0.06 acres or 2,770 square feet, more or less.



Daniel Ryan McDowell, PLS 2014020712
Horner & Shifrin, Inc. Corp. LS-148



PARCEL #7: 233 NORTH NEW BALLAS ROAD

Parcel #7: DeSmet Jesuit High School
233 North New Ballas Road

Temporary Construction Easement
(8 Pages)

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* 2 0 1 8 0 5 2 3 0 0 8 4 0 *

GERALD E. SMITH, RECORDER OF DEEDS
ST. LOUIS COUNTY MISSOURI
41 SOUTH CENTRAL, CLAYTON, MO 63105

TYPE OF INSTRUMENT: ESMT
GRANTOR: DE SMET JESUIT HIGH SCHOOL
TO:
GRANTEE: CITY OF CREVE COEUR

PROPERTY DESCRIPTION: EMERALD GREEN ESTS - BOOK: 104 PAGE: 20

Lien Number

Notation

Locator

NOTE: I, the undersigned Recorder of Deeds, do hereby certify that the information shown on this Certification Sheet as to TYPE OF INSTRUMENT, the NAMES of the GRANTOR and GRANTEE as well as the DESCRIPTION of the REAL PROPERTY affected is furnished merely as a convenience only, and in the case of any discrepancy of such information between this Certification Sheet and the attached Document, the ATTACHED DOCUMENT governs. Only the DOCUMENT NUMBER, the DATE and TIME of filing for record, and the BOOK and PAGE of the recorded Document is taken from this CERTIFICATION SHEET.

RECORDER OF DEEDS DOCUMENT CERTIFICATION

STATE OF MISSOURI)
SS.
COUNTY OF ST. LOUIS)

Document Number
00840

I, the undersigned Recorder of Deeds for said County and State, do hereby certify that the following and annexed instrument of writing, which consists of 8 pages, (this page inclusive), was filed for record in my office on the 23 day of May 2018 at 03:32PM and is truly recorded in the book and at the page number printed above.

In witness whereof I have hereunto set my hand and official seal the day, month and year aforesaid.

ER
Deputy Recorder



Gerald E. Smith
Recorder of Deeds
St. Louis County, Missouri

Mail to:

Curtis Heinz Garrett and O'Keefe, P.C.
130 S. Bemiston Suite 200
St. Louis, MO 63105

Destination code: 4001

RECORDING FEE 42.00
(Paid at the time of Recording)

THE SPACE ABOVE THIS LINE IS RESERVED FOR THE RECORDER'S USE

DOCUMENT TYPE: TEMPORARY CONSTRUCTION EASEMENT

DATE OF DOCUMENT: MAY 11, 2018

**GRANTOR: DE SMET JESUIT HIGH SCHOOL
233 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

**GRANTEE: CITY OF CREVE COEUR
300 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

**PROPERTY ADDRESS: 233 NORTH NEW BALLAS ROAD
CREVE COEUR, MO 63141**

COUNTY LOCATOR NUMBER: 180630147

LEGAL DESCRIPTION: SEE EXHIBIT A ATTACHED TO THE DOCUMENT

**REFERENCE(S) TO BOOK(S) AND PAGE(S): DEED BOOK 6440, PAGE 1285
DEED BOOK 9063, PAGE 186
PLAT BOOK 104, PAGES 20-21**

TEMPORARY CONSTRUCTION EASEMENT

This TEMPORARY CONSTRUCTION EASEMENT is made and entered into this 11th day of May, 2018, between DE SMET JESUIT HIGH SCHOOL ("*De Smet*"), 233 North New Ballas Road, Creve Coeur, Missouri 63141 of the County of Saint Louis, State of Missouri, party of the first part and the CITY OF CREVE COEUR, MISSOURI (the "*City*"), 300 North New Ballas Road, Creve Coeur, Missouri 63141, party of the second part.

WITNESSETH, that De Smet, for good and valuable consideration, paid by the City, the receipt of which is hereby acknowledged, and for and in consideration of the sidewalk construction and sidewalk replacement involved with the North New Ballas Sidewalk Improvement Project - Federal Project #TAP-5403(688) reflected in plans prepared by Horner & Shifrin, Inc., dated 11/27/2017 (the "*Project*"), does by these presents, grant unto the City a Temporary Construction Easement, composed of "Tract A" and "Tract B," for the purposes herein stated in and upon the following described premises, situated in the County of Saint Louis and State of Missouri, and indicated by ////////// on the easement plat on page 1 of the attached Exhibit "A" and more fully described on the property description on page 2 of the attached Exhibit "A," hereby made a part of this temporary construction easement (the "*Easement Area*").

SAID Temporary Construction Easement is granted for the purpose of making cuts, fills, and sloping embankment, restoring the property, placing turf and sod, providing working room, and implementing any necessary construction methods within the Easement Area for the Project. This temporary construction easement shall terminate at such time as the Project may be completed by the City of Creve Coeur, or December 31, 2019, whichever is earlier.

Upon completion of the City's work in the Easement Area, the City shall expeditiously remove all equipment, property, and debris and shall restore the Easement Area to its original condition. Such restoration shall include smoothing the grade, filling and contouring all ditches, ruts and depressions and installing new turf and sod for the Easement Area. If any equipment is stored in the Easement Area, the City's restoration requirements shall include removal of all leaking oils or fluids.

The City shall cause its contractors to make and maintain adequate provisions for the safety and convenience of all persons, including students and invitees of De Smet at all times during construction of the Project. The City shall cause its contractors to be responsible for any losses, damages or claims resulting from the temporary construction easement or any accident, injury, or death of any person, or any damage to destruction to any of De Smet's property resulting from the Project, and to maintain adequate insurance for all such losses, damages, and claims. The City shall also keep the Easement Area and De Smet's other property free from all liens and claims which may arise in any way from or as a result of the construction of the Project.

Access to the Easement Area shall be restricted to and from North New Ballas Road and not through De Smet's interior property or parking lots without De Smet's prior written consent, which consent shall not be unreasonably withheld.

Book:23038 - Page:3903

If any provision or part of any provision of this easement shall for any reason be held invalid, illegal, or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision or the remaining part of any effective provision of this easement and this easement shall be construed as if such invalid, illegal or unenforceable provision or part thereof had never been contained herein, but only to the extent of its invalidity, illegality or unenforceability.

In the event of any controversy, claim or dispute relating to this license or the breach thereof, the prevailing parties shall be entitled to recover from the non-prevailing party reasonable expenses, including attorneys' fees and costs.

TO HAVE AND TO HOLD said license unto the City and to its assigns and successors.

The party of the first part does hereby covenant to the City that it is lawfully seized and possessed of the Easement Area and that it has a good and lawful right to convey it, or any part thereof, that it is free from all encumbrances, and that it shall forever warrant and defend this easement against the claims of all persons whomsoever.

[Remainder of page intentionally left blank; signatures on following pages.]

Book:23038 - Page:3904

IN WITNESS WHEREOF, the said parties have executed these presents the day and year first above written.

DE SMET JESUIT HIGH SCHOOL

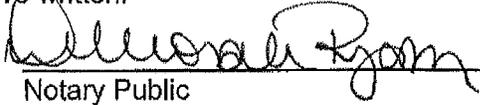
By: _____

Steven P. Burr
Vice-President of Administration, CFO

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS)

On this 12 day of April, 2018, before me, a Notary Public, personally appeared Steven P. Burr, and being first duly sworn upon oath stated that said person is the Vice-President of Administration, CFO of DE SMET JESUIT HIGH SCHOOL, and that said person signed the foregoing document as Vice-President of Administration, CFO of DE SMET JESUIT HIGH SCHOOL and DE SMET JESUIT HIGH SCHOOL has entered into this agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.


Notary Public

My commission expires:



DEBORAH RYAN
My Commission Expires
April 28, 2021
St. Charles County
Commission #13405073

Temporary Construction Easement
Parcel #7 – 233 North New Ballas Road (DeSmet High School)
North New Ballas Sidewalk Improvement Project TAP-5403(688)

CITY OF CREVE COEUR, MISSOURI

By: *Mark Perkins*
Print Name: Mark Perkins
Title: City Administrator

STATE OF MISSOURI)
) SS.
COUNTY OF ST. LOUIS.)

On this 11 day of May, 2018, before me, a Notary Public, personally appeared Mark Perkins, and being first duly sworn upon oath stated that said person is the City Administrator of the City of Creve Coeur, Missouri, and that said person signed the foregoing document as City Administrator of the City of Creve Coeur, Missouri, and the City of Creve Coeur has entered into this agreement as its free and voluntary act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the County and State aforesaid, the day and year above-written.

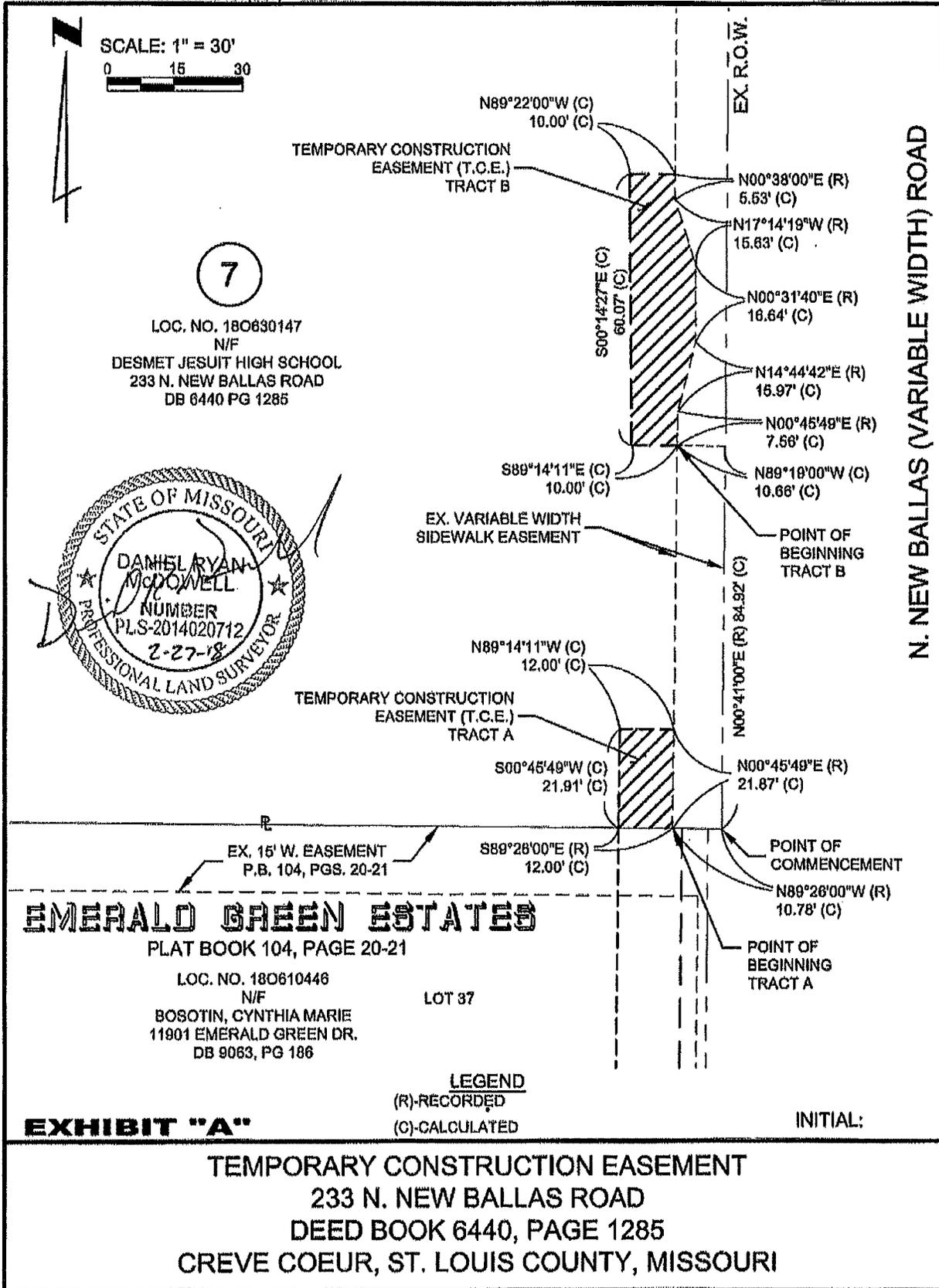
Deborah Ryan
Notary Public

My commission expires:



DEBORAH RYAN
My Commission Expires
April 29, 2021
St. Charles County
Commission #13405073

N. NEW BALLAS RD. SIDEWALK - PHASE 2A
FEDERAL PROJECT #: TAP-5403(688)





101 LAURA K DRIVE, STE. 101 • O'FALLON, MISSOURI 63366-3991
638-328-9296 • FAX 644-338-2910 • www.HornerShifrin.com

**Legal Description
Temporary Construction Easement**

That part of a Parcel as recorded in Deed Book 6440, Page 1285, St. Louis County Records, described as follows:

TRACT A

COMMENCING at the Southeast corner of said Parcel and the Existing Western Right of Way line of N. New Ballas Road; thence along the Southern Property line of said parcel North 89°26'00" West, a distance of 10.78 feet to the **POINT OF BEGINNING** of the herein described Tract A;

THENCE Leaving said Property line, North 00°45'49" East, a distance of 21.87 feet to a point;
THENCE North 89°14'11" West, a distance of 12.00 feet to a point;
THENCE South 00°45'49" West, a distance of 21.91 feet to a point along the Southern Property line of said Parcel;
THENCE along said Property line South 89°26'00" East, a distance of 12.00 feet to the **POINT OF BEGINNING**.

Containing 0.01 acres or 263 square feet, more or less.

TRACT B

COMMENCING at the Southeast corner of said Parcel and the Existing Western Right of Way line of N. New Ballas Road; thence along said Right of Way North 00°41'00" East, a distance of 84.92 feet to a point; thence leaving said Right of Way, North 89°19'00" West, a distance of 10.66 feet to the **POINT OF BEGINNING** of the herein described Tract B;

THENCE North 00°45'49" East, a distance of 7.56 feet to a point;
THENCE North 14°44'42" East, a distance of 15.97 feet to a point;
THENCE North 00°31'40" East, a distance of 16.64 feet to a point;
THENCE North 17°14'19" West, a distance of 15.63 feet to a point;
THENCE North 00°38'00" East, a distance of 5.53 feet to a point;
THENCE North 89°22'00" West, a distance of 10.00 feet to a point;
THENCE South 00°14'27" East, a distance of 60.07 feet to a point;
THENCE South 89°14'11" East, a distance of 10.00 feet to the **POINT OF BEGINNING**.

Containing 0.02 acres or 741 square feet, more or less.

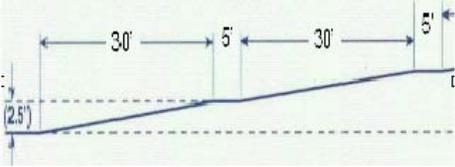
Daniel Ryan McDowell, PLS 2014020712
Horner & Shifrin, Inc. Corp. LS-148

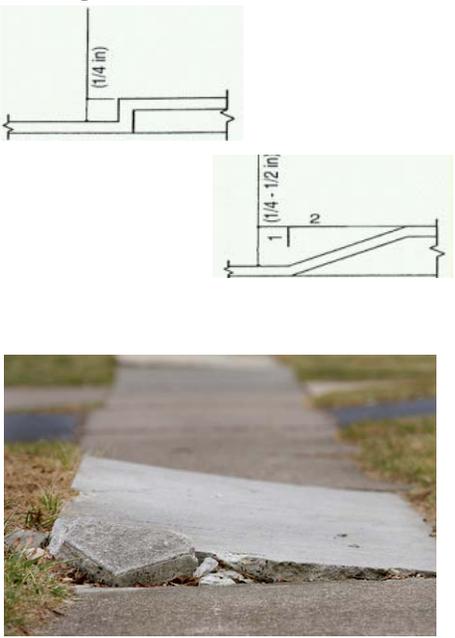


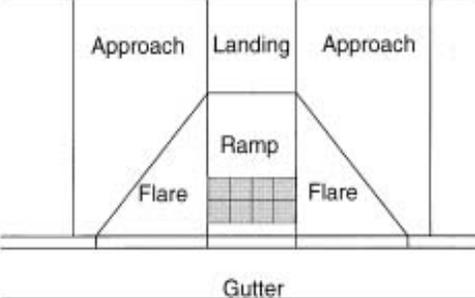
MODOT ADA CHECKLIST

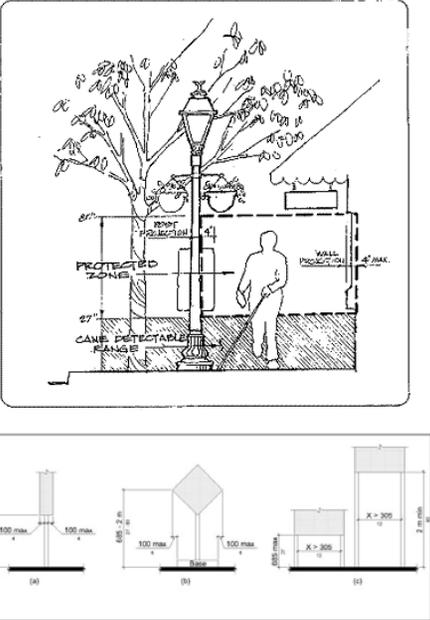
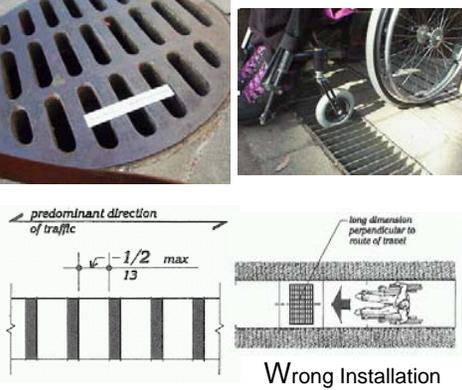
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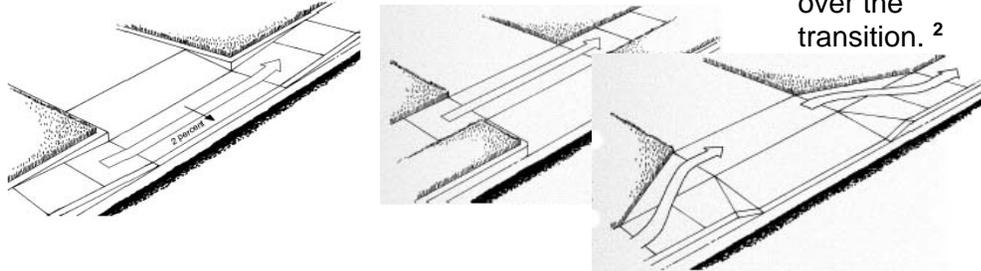
Pedestrian Access Route (PROWAG R204)				
Figures/Examples	Requirements ¹	YES	NO	NA
<p>Sidewalk Width</p> 	<ul style="list-style-type: none"> The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb. The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space. MoDOT Sidewalks shall be 5 feet wide minimum. ² MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. ² Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. ² Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			
<p>Passing Spaces</p>	<ul style="list-style-type: none"> Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum. Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet. 			
<p>Sidewalk Running Slope</p> <p>The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.</p>	<ul style="list-style-type: none"> The running slope of a pedestrian access route shall be 5 percent maximum. <p>Roadway Grade Exception: Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway.</p> <ul style="list-style-type: none"> Running Slopes shall be measured using a calibrated 2 foot long digital level. 			

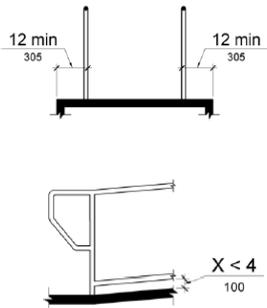
Figures/Examples	Requirements ¹	YES	NO	NA
<p>Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.</p>	<ul style="list-style-type: none"> • The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered) • 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent). • In either case, a cross slope measurement of 2.1percent or greater is not ADA compliant. • Cross Slopes shall be measured using a calibrated 2 foot long digital level. 			
<p>Sidewalk Ramps For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run.</p> 	<ul style="list-style-type: none"> • A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • Cross slope of ramp runs shall be 2 percent maximum. • The rise for any ramp run shall be 30 inches maximum. • Ramps shall have landings at the top and the bottom of each ramp run. • Ramp runs with a rise greater than 6 inches shall have handrails. • Handrails shall be provided on both sides of stairs and ramps. • Edge protection shall be provided on each side of ramp runs. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			

Figures/Examples	Requirements ¹	YES	NO	NA
<p>Vertical Alignment</p>	<ul style="list-style-type: none"> • Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. • Grade breaks shall be flush. • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. • Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail. 			
<p>Changes in Level</p> 	<ul style="list-style-type: none"> • Changes in level at grade breaks shall be flush. • Changes in level of ¼ inch high maximum shall be permitted to be vertical. • Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h. • The bevel shall be applied across the entire level change. • Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less. 			

Figures/Examples	Requirements ¹	YES	NO	NA
<p>Landing A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user.</p> <p>Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.</p>  <p>The diagram shows a cross-section of a sidewalk. From left to right, there is an 'Approach' area, a 'Landing' area, another 'Approach' area, and a 'Gutter' area below. A 'Ramp' is shown between the two 'Approach' areas, with 'Flare' sections on either side of the ramp. The 'Landing' area is a flat rectangular space between the two ramps. The 'Gutter' is a recessed area at the bottom of the diagram.</p>	<ul style="list-style-type: none"> • The landing clear width shall be at least as wide as the widest ramp run leading to the landing. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum. • The landing clear length shall be 5 feet long minimum. • Landing slopes shall be 2 percent maximum. • Changes in level at grade breaks shall be flush. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. <p>Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> • Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. 			

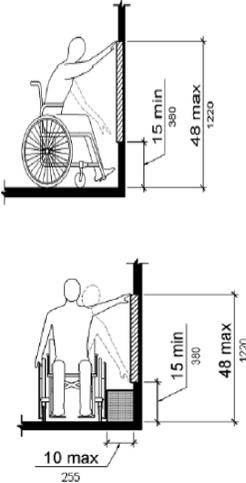
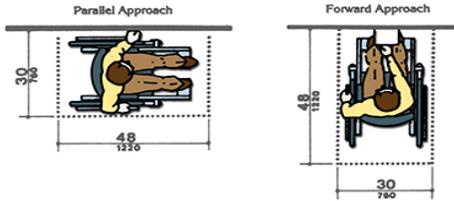
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes. • Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path. • Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3) • Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground. • Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground. • Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground. 			
	<ul style="list-style-type: none"> • Openings in floor and ground surfaces shall not allow passage of a sphere more than 1/2 inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Lift holes for manhole/utility covers shall not have an opening greater than 1/2 inch. Plugging of holes greater than 1/2 inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements. 			

ENTRANCES (PROWAG R301)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum. Cross slope shall be 2 percent maximum. Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition. ² 			

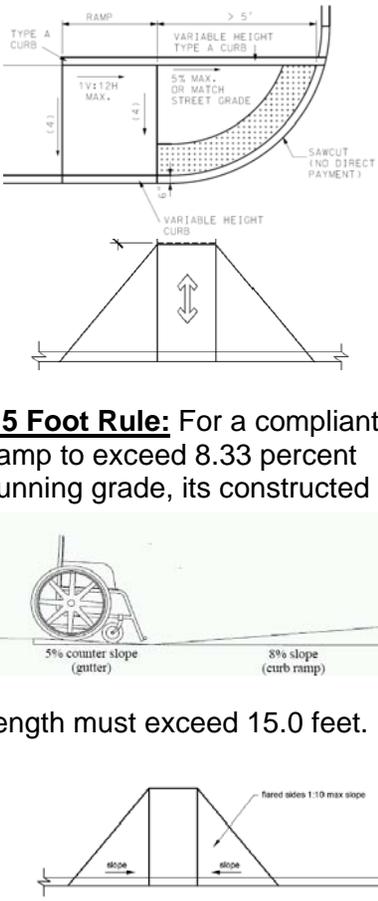
EDGE PROTECTION (PROWAG R406.8)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> Edge protection shall be provided on each side of ramp runs and at each side of ramp landings. A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface. Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail. Edge protection shall not be required on curb ramps and their landings. Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10. Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of 1/2 inch maximum within 10 inches horizontally of the minimum landing area. 			

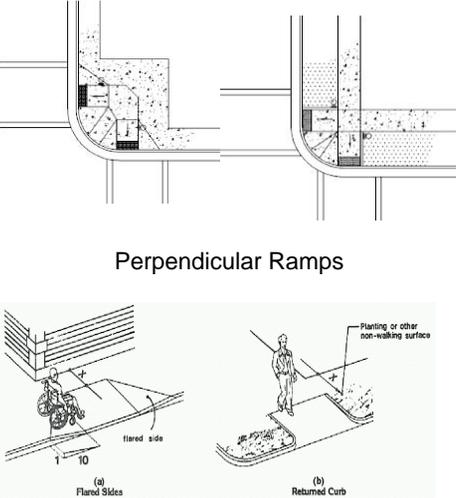
HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • The clear width of walking surfaces shall be 4.0 feet minimum. • Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps. • Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs. • Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces. • Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum. • Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum. • Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum. • Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges. • Handrails shall not rotate within their fittings. • Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run. • At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. • At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. • See Edge Protection section above (also PROWAG 406.8) for additional details. 			

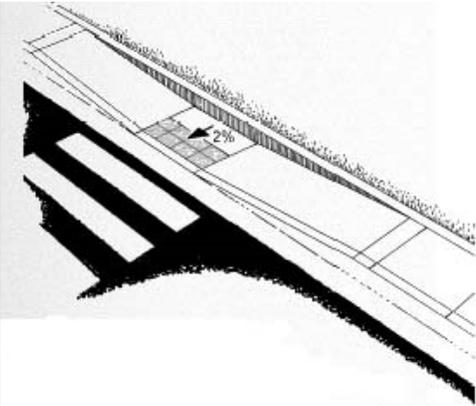
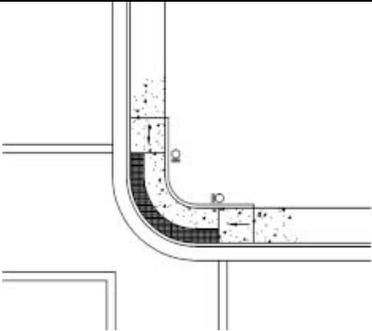
STAIRWAYS (PROWAG R407)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum. Open risers are not permitted. The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below. Stairs shall have handrails complying with PROWAG 2005 R408. 			

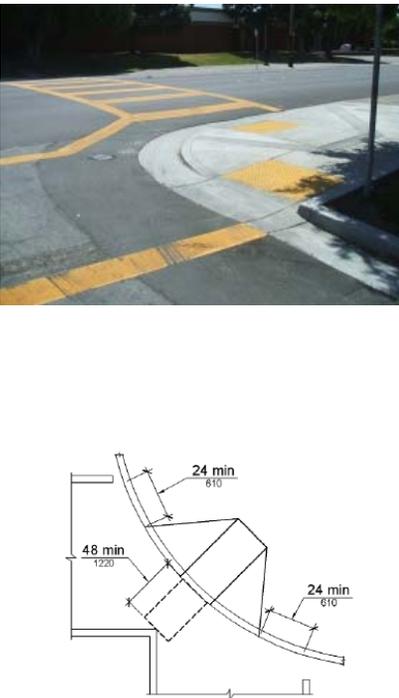
UNOBSTRUCTED REACH RANGES (PROWAG R404)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<p>Forward Reach</p> <ul style="list-style-type: none"> Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. <p>Side Reach</p> <ul style="list-style-type: none"> Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground. EXCEPTION: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3) 			
				

CURB RAMPS (PROWAG R303)

Figures/Examples	Requirements ¹	YES	NO	NA
<p>A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.</p>  <p>15 Foot Rule: For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.</p>	<ul style="list-style-type: none"> The clear width of ramps, excluding the flares, shall be 4.0 feet minimum. Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. <p>Exception: 15 Foot Rule: The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length.</p> <ul style="list-style-type: none"> Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered) The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. Ramps shall have landings at the top and the bottom of each ramp run. <ul style="list-style-type: none"> The landing clear width shall be at least as wide as the widest ramp run leading to the landing. The landing clear length shall be 5.0 feet long minimum. Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum. Handrails and Edge protection shall not be required on curb ramps and their landings. Curb height = 0 inches within curb ramp spaces. ² Curb ramps must be flush with street. The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5) The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level. Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. <ul style="list-style-type: none"> In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12. Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run. 			

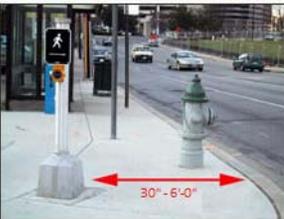
Figures/Examples	Requirements ¹	YES	NO	NA
 <p>Perpendicular Ramps</p> <p>X = 4' Min. Flared Sides in Pathway Flared Sides Not in Pathway</p> <p>Roadway Grade Exception: Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.</p>	<ul style="list-style-type: none"> Perpendicular curb ramps shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles. The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered) The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. <p>Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space. Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.) Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing. 			

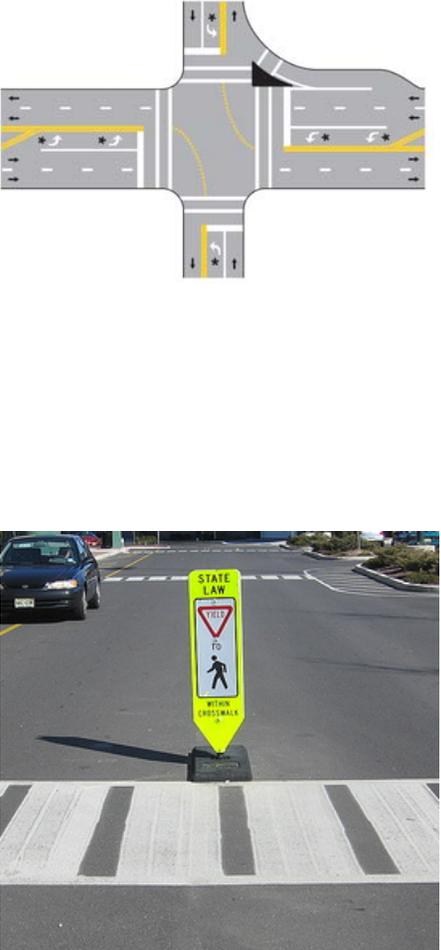
Figures/Examples	Requirements ¹	YES	NO	NA
 <p>Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> • Parallel curb ramps shall have a running slope that is in-line with the direction of sidewalk travel. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered) <p>Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space. • Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			
	<ul style="list-style-type: none"> • Blended Transitions shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum. • The clear width blended transitions, excluding flares, shall be 4.0 feet minimum. • Detectable warning surfaces shall be provided where a blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			

Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board. • Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. • The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway. • Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings. • Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing. <p>Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. 			

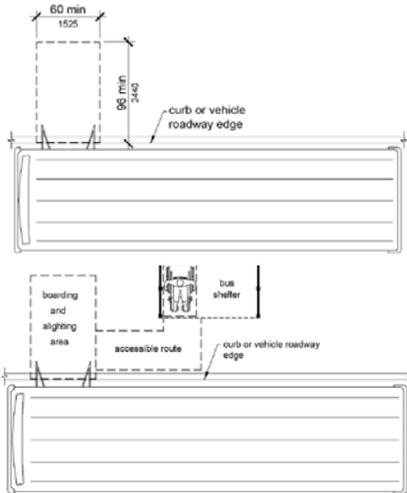
DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)				
Figures/Examples	Requirements ¹	YES	NO	NA
<p>A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.</p>	<ul style="list-style-type: none"> • Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light. • Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street. • Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing. • Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb. • Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. ² • Detectable warnings shall not be stamped into concrete. 			

ISLANDS AND MEDIANS (PROWAG R305.4)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk. Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides. All median island passage spaces shall provide a clear width of 5 feet minimum. ² Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel. <p>Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings. Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap. Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions. Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. 			

ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306)				
Figures/Examples	Requirements ¹	YES	NO	NA
    	<ul style="list-style-type: none"> Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. ← ON HOLD waiting for MoDOT Specs and APL Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line. Accessible pedestrian pushbuttons shall be located within a reach range complying with PROWAG 2005 R404. A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route. <p>Roadway Grade Exception: Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route.</p> <ul style="list-style-type: none"> Pedestrian signals shall comply with PROWAG 2005 R306. <ul style="list-style-type: none"> Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 5 pounds to activate operable parts. The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves. The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line. For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart at crossings and a minimum 5 feet apart at islands or medians. This minimum distance may be waived for audible pushbuttons in medians and islands with the use of voice commands. Pushbuttons are located no higher than 42 inches from the ground and within 10 inch reach from a level paved landing with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches. Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements. 			

PEDESTRIAN STREET CROSSINGS (PROWAG R305)				
Figures/Examples	Requirements ¹	YES	NO	NA
 <p>The figure consists of two parts. The top part is a schematic diagram of a street intersection with a central crosswalk. Yellow arrows and lines indicate the pedestrian access route from the sidewalks through the crosswalk. The bottom part is a photograph of a real-world crosswalk. A yellow sign on a post stands at the edge of the crosswalk. The sign has a red triangle at the top with the text 'STATE LAW' and a pedestrian symbol below it. The crosswalk itself has white stripes on a grey pavement.</p>	<ul style="list-style-type: none"> • Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island. • Marked crosswalks shall be 6 feet wide minimum. • The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required. • A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control. • Crossings with Stop Control: The cross slope shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk. • Where pedestrian signals are provided at pedestrian street crossings, they shall include accessible pedestrian signals and pedestrian pushbuttons complying with sections 4E.08 through 4E.13 of the MUTCD. Operable parts shall comply with R403. (2011 PROWAG R209.1) ← ON HOLD waiting for MoDOT Specs and APL • Crosswalk pavement marking is 6 inches wide white. • Stop bar is at minimum 4 feet from the crosswalk. • Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane. 			

ALTERNATE CIRCULATION PATH (PROWAG R302)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • Alternate circulation paths shall contain a pedestrian access route. • To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route. • Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66. • Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4). • A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface. • Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface. • Support members shall not protrude into the alternate circulation path. 			

BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)				
Figures/Examples	Requirements ¹	YES	NO	NA
	<ul style="list-style-type: none"> • Bus stop boarding and alighting areas shall have a firm, stable surface. • Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway. • Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route. • Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent. • Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter. • Bus shelters shall be connected by an accessible route to a boarding and alighting area. 			

¹ Any “NO” answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked “NO”. These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

² A MoDOT requirement.

Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

US Access Board PROWAG

R202.3.1 Prohibited Reduction in Required Access. An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

Inspector Name: _____	
Inspector Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date:
Distribution: <input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

SAMPLE

ADA EXCEPTIONS DOCUMENTATION

Job No. _____ Route _____ County _____
 Location _____

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width 5+00	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space) roadway grade	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing
Sidewalk Grade Straight grade between fixed elevations	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways,

Inspector Name: _____	
Inspector Signature: _____	Date: _____
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date: _____
Distribution: <input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

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CONTRACT FORMS

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CITY-CONTRACTOR AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Creve Coeur, Missouri (hereinafter referred to as the "City"), and **[CONTRACTOR NAME]** of **[CONTRACTOR ADDRESS]** (hereinafter referred to as the "Contractor") for the project identified as the New Ballas Sidewalk Improvement Project TAP-5403(688) (hereinafter referred to as the "Project" or the "Work").

WITNESSETH:

That for and in consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal for the Project and agrees to perform all the work required by the contract as shown on the plans and as detailed in the specifications. The "Notice to Contractor," "Construction Plans," "Proposal," "Job Special Provisions," "General Contract Provisions," "Performance-Payment Bond," "Acknowledgement," "Notice to Proceed," Contractor's Schedule, and all change orders are made a part hereof as if attached to this Agreement or fully repeated herein.

It is understood and agreed that, except as may be otherwise provided for by the "Job Special Provisions," "General Provisions," "Construction Plans," and "Supplemental Specifications," included in the Proposal, the Work shall be done in accordance with the most current edition of the "St. Louis County Standard Specifications for Road and Bridge Construction" and the "St. Louis County Standard Drawings" – and the Missouri Specifications for Highway Construction" and "Missouri Standard Plans for Highway Construction," where specified – including all revisions to these documents, which are part and parcel of this Agreement, and are incorporated in this Agreement as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the Work to be done, and labor and materials to be furnished for the completion of this Agreement, and that its information was secured by personal investigation and research, and not from any estimates by the City or its agents; and that the Contractor will make no claim against the City by reason of estimates, tests, or reprocurement of any officer, agent, or employee of the City.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the Work within the time specified in the Proposal or such additional time as may be allowed by the City under the Agreement.

The Work shall be done to complete satisfaction of the Engineer of the City and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the Work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agencies.

The parties hereto agree that this Agreement in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply with and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, sexual orientation, gender, gender identity, disability, familial status, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto,

incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

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 Contractor Signatory certifies that the Contractor 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 contract, and that the Contractor intends to do the Work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The "Contract Sum" is hereby defined as the sum total of the products of the estimated quantity of each bid item in the Itemized Bid Form and the unit price bid by the Contractor in the Itemized Bid Form for that item. Therefore, the Contract Sum represents a reasonable estimate of the anticipated final contract value at the time of the execution of this Agreement. Both the Contractor and the City acknowledge that the actual Work may require different item quantities than those that were included in the Itemized Bid Form and that the completed and accepted item quantities will be reconciled against the estimated quantities through a final change order upon the completion of the Work.

The Contract Sum for this Work shall be **xxx,xxx Dollars and zz Cents (\$xxx,xxx.zz)**. The Contract unit prices and Contract item quantities are listed in Table A of this Agreement. These unit prices and item quantities form the basis of the not-to-exceed Contract Sum, as described above and as illustrated in Table A of this Agreement. All payments for the Work shall be based upon the Contract unit costs listed in Table A.

Based upon Applications for Payment submitted by the Contractor on or before the twentieth day of the month for work completed by the Contractor and accepted by the City, in accordance with the Contract Documents, except as otherwise required by Section 34.057 RSMo., the City shall pay the Contractor as follows:

- (1) On or about the tenth day of each following month, the value of the portion of the Work that has been completed and accepted to date, less the aggregate of all previous progress payments;
- (2) Upon completion of the Work, the Contractor and the City shall execute a final Modification to this Agreement to reconcile the quantity of each completed and accepted Contract item with the estimated quantity of that item included in Table A and adjusted through subsequent Modification(s), if any; and
- (3) Final payment shall be made within thirty (30) days after the Work is fully completed and accepted by the City and the Agreement fully performed.

TABLE A
Summary of Contract Quantities, Contract Unit Prices, and Contract Sum

Item Number	Item	Unit	Contract Quantity	Contract Unit Price	Item Subtotal
201-20.10	CLEARING AND GRUBBING	LS	1	\$ -	\$ -
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1	\$ -	\$ -
202-22.95	SAWCUT (ANY DEPTH / ANY MATERIAL)	LF	445	\$ -	\$ -
203-10.00	CLASS A EXCAVATION	CY	393	\$ -	\$ -
203-60.00	COMPACTING EMBANKMENT	CY	21	\$ -	\$ -
206-99.00	HAUL OFF EXCESS MATERIAL	CY	375	\$ -	\$ -
405-30.99	ASPHALT DRIVEWAY	SY	18	\$ -	\$ -
502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED), CONCRETE APRON & DRIVEWAYS	SY	115	\$ -	\$ -
502-11.08	CONCRETE PAVEMENT (8" NON-REINFORCED), STREET PAVEMENT	SY	263	\$ -	\$ -
603-10.35	ADJUST WATER SERVICE VALVE BOX TO GRADE	EA	1	\$ -	\$ -
603-99.01	ADJUST GAS VALVE/BOX TO GRADE	EA	3	\$ -	\$ -
603-99.02	ADJUST LIGHT STANDARD TO GRADE	EA	2	\$ -	\$ -
604-20.30	ADJUST MANHOLE TO GRADE	EA	1	\$ -	\$ -
604-90.55	STANDARD CAST IRON INLET COVER	EA	41	\$ -	\$ -
608-10.00	CONCRETE MEDIAN	SY	25	\$ -	\$ -
608-60.04	CONCRETE SIDEWALK (4" THICK)	SY	620	\$ -	\$ -
608-60.06	CONCRETE SIDEWALK (6" THICK)	SY	26	\$ -	\$ -
608-60.07	CONCRETE SIDEWALK, CURB RAMP (7" THICK)	SY	75	\$ -	\$ -
608-60.98	TRUNCATED DOMES FOR CURB RAMPS (NEW CONSTRUCTION)	SF	107	\$ -	\$ -
609-10.10	CONCRETE CURB, TYPE "S"	LF	17	\$ -	\$ -
609-20.11	INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE A	LF	630	\$ -	\$ -
609-30.10	ASPHALT CURB	LF	19	\$ -	\$ -
616-10.05	CONSTRUCTION SIGNS	SF	45	\$ -	\$ -
616-10.25	CHANNELIZER (TRIM LINE)	EA	50	\$ -	\$ -
619-00.00	MOBILIZATION	LS	1	\$ -	\$ -
619-99.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1	\$ -	\$ -
621-20.11	PERMANENT WHITE PAVEMENT STRIPING, PAINT, 12"	LF	40	\$ -	\$ -
621-20.12	PERMANENT WHITE PAVEMENT STRIPING, PAINT, 24"	LF	32	\$ -	\$ -
803-10.00	SODDING	SY	1,321	\$ -	\$ -
806-99.00	EROSION CONTROL	LS	1	\$ -	\$ -
903-10.99	RELOCATE SIGN	EA	2	\$ -	\$ -

CONTRACT SUM:	\$	-
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IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals to execute this Agreement, this _____ day of _____, 2018.

CITY OF CREVE COEUR

By: _____
Mark C. Perkins, City Administrator

By: _____
James H. Heines, Director of Public Works

(SEAL)

Attest: _____
City Clerk

Date: _____

CONTRACTOR

By: _____
Signature

Printed Name

Title

(SEAL)

Attest: _____

Date: _____

FORM OF CONTRACT PERFORMANCE – PAYMENT BOND

KNOW ALL PERSONS BY THESE PRESENTS:

That _____, as Principal of _____, State of _____ and _____, a corporation organized and existing under and by virtue of the laws of the State of _____, and regularly authorized to do business in the State of Missouri, as Surety, are held and firmly bound unto the City of Creve Coeur, Missouri, hereinafter called the "City," in the penal sum of _____ Dollars (\$_____) lawful money of the United States, well and truly to be paid unto the said City for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a Contract with the City for the construction of the work designated as the **New Ballas Sidewalk Improvement Project TAP-5403(688)** located in the City of Creve Coeur in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract" or the "Work."

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Principal shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Principal in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damage which the City may suffer by reason of the failure of the Principal to do so, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Principal including, but not limited to, any default based upon the failure of the Principal to fulfill its obligation to furnish maintenance, repairs, or replacements for any period of time after the work is completed as provided for in the Contract, and shall for use in the prosecution of the work required by the Contract whether by Subcontract or otherwise, and shall pay all valid claims and demands whatsoever, and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting therefrom, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The City may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the City for his use and benefit, all in accordance with the provisions of MO. Rev. Stat. SS 522.010et seq., and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the City of the lowest responsible bidder, arrange for a Contract between the City and such bidder, and made available as the work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

Signed and sealed this ____ day of _____, 2018,

In the presence of: _____ (SEAL)

_____ By: _____

_____ (SEAL)

_____ By: _____

