



16286 Westwoods Business Park Drive Ellisville, MO 63021
636.207.0832 (O) | wdg@weisdesigngroup.com
www.weisdesigngroup.com

City of Shrewsbury
5200 Shrewsbury Avenue
Shrewsbury, MO 63119

Weis Avenue, Wilshusen Avenue & St. Vincent Avenue STP 4901(646)
WDG No. 8604-20-1

ADDENDUM #1

Date: July 12th, 2023

To: All Contract Bidders of Record

Acknowledge receipt of this Addendum by inserting its number in the Bid Proposal Form. Failure to do so may subject bidder to disqualification. This Addendum forms a part of the Contract Documents and is attached. It modifies them as follows:

MODIFY SHEETS, SPECIFICATION, BID PROPOSAL OF ADDENDUM #1 AS FOLLOWS:

GENERAL:

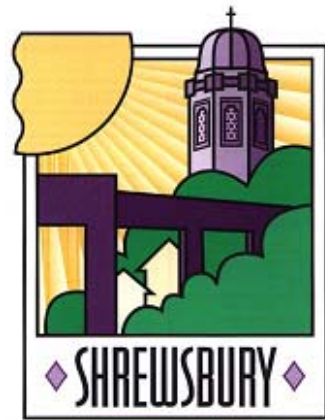
Revisions:

- Bid Specifications:
 - a. Specification has been reissued to include the Bid Tab/Quantities.

END OF ADDENDUM #1

CITY OF SHREWSBURY

WEIL AVENUE, WILSHUSEN AVENUE & ST. VINCENT AVENUE IMPROVEMENTS BID PROPOSAL



Prepared By:



Issue Date: March 17th 2023

E/A Project No. 8604-20-1

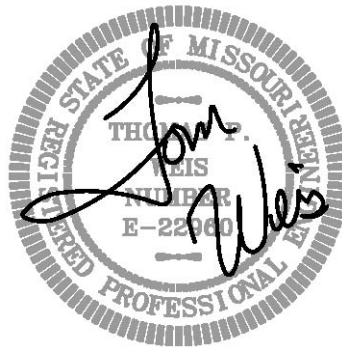
PROJECT SPECIFICATIONS
FOR THE
CITY OF SHREWSBURY
ST. LOUIS COUNTY, MISSOURI

Weil Avenue, Wilshusen Avenue & St. Vincent Avenue Improvements

City of Shrewsbury
5200 Shrewsbury Avenue
Shrewsbury, MO 63119

PROJECT NO. 8604-20-1

March 17TH 2023



Thomas P. Weis
License # 22960



16286 Westwoods Business Park Drive Ellisville, MO 63021
636.207.0832 (O) | wdg@weisdesigngroup.com
www.weisdesigngroup.com

Professional Engineering Corporation
Corporate License No. 2001004640

STP#4901(646)

City of Shrewsbury
5200 Shrewsbury Avenue
Shrewsbury, MO 63119

REQUEST FOR BID

BID OF

Bidder Name_____

Bidder Address_____

FOR
CONSTRUCTING OR IMPROVING
Weil Avenue, Wilshusen Avenue & St. Vincent Avenue Improvements

City of Shrewsbury
St. Louis County

INVITATION TO BID

Electronic Proposals for the improvements of the **Weil Avenue, Wilshusen Avenue & St. Vincent Avenue Improvements**, will be received by the CITY OF SHREWSBURY until **July 20th 2023 at 11:30 A.M.** Electronic Bids should be emailed to Twagner@cityofshrewsbury.com and bweis@weisdesigngroup.com and wdeg@weisdesigngroup.com. A link to attend the virtual bid opening will be emailed out to all planholders at a later time at which they will be publicly opened and read aloud. Bids received after said time will be unopened.

The proposed work includes the furnishing of materials, tools, equipment and labor necessary for the construction of approximately 0.69 miles of street milling, average 2" fibrous asphalt overlay, sidewalk reconstruction and ADA ramps in accordance with the plans and specifications and other items identified in the contract documents. The contractor is responsible for all items of work necessary to complete the project.

Digital copies of the plans and specifications may be obtained on **June 28th, 2023** from WEIS DESIGN GROUP, upon a deposit of **Thirty Dollars (\$30.00)** for each set. The deposit will be not be non-refundable.

Each bid must be accompanied by a cashier's check or certified check, or a Bid Bond executed by the BIDDER and an approved surety company and payable to the CITY, in an amount not less than five percent (5%) of the sum total of the base bid.

Not less than the prevailing hourly rates of wages that the higher of State or Federal Wage Rates shall prevail, or determined by court on appeal, shall be paid to all workers performing work under this Contract.

The DBE goal for this letting is a minimum **10%** of the total contract amount.

All BIDDERS must meet the MoDOT requirements as a CONTRACTOR prior to bid opening in accordance with the Missouri Standard Specification Book for Highway Construction.

A Performance Bond and Payment and Materials Bond are required.

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

In accordance with the Davis-Bacon Act, and the Missouri Prevailing Wage Law, the Contractor will be required to comply with the wage and labor requirements and to pay minimum wages in accordance with the schedule of wage rates established by the United States Department of Labor and the Missouri Division of Labor Standards, respectively. The highest rate between the two (Federal and State) for each job classification shall be considered the prevailing wage.

No bid may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids. The City must first receive MoDOT approval before rejecting bids and awarding the contract. MoDOT will only concur with awarding the contract to the "lowest, responsive, responsible bidder".

The bidder, having examined and being familiar with the local conditions affecting the work, and the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specification for Highway Construction, 2020" and most current supplement, and "Missouri Standard Plans for Highway Construction, 2020".

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its

enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection to the contracted services (E-Verify).

Missouri law, 292.675 RSMo, requires the 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 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 City of Shrewsbury 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.

STP# 4901(646)

City of Shrewsbury
5200 Shrewsbury Avenue
Shrewsbury, MO 63119

CONTRACT
AND
BOND
FOR
CONSTRUCTING OR IMPROVING
Weil Avenue, Wilshusen Avenue & St. Vincent Avenue Improvements

City of Shrewsbury
St. Louis County

TABLE OF CONTENTS

Notice to Contractors

Proposed Work.....	(1)
Compliance With Contract Provisions.....	(2)
Period of Performance	(3)
Liquidated Damages	(4)
Bid Guaranty	(5)
Certifications for Federal Jobs	(6)
Antidiscrimination	(7)
Federal and State Inspection	(8)
Prevailing Wage.....	(9)
Worker Eligibility Requirements	(10)
OSHA Training Requirements.....	(11)
Buy America Requirements	(12)
Addendum Acknowledgement.....	(13)
Signature and Identity of Bidder	(14)
Trainees.....	(15)
Subcontractor Disclosure	(16)
Project Award	(17)
Materials Inspections.....	(18)
Prime Contractor Requirements.....	(19)
Tax Exempt Status	(20)

Itemized Bid Sheets

Form 5060 Tax Exemption

Bid Bond

DBE Identification Submittal

DBE Provisions

General Provisions (Other Than MoDOT)

Job Special Provisions

Form FHWA 1273

Federal Aid Provisions

Applicable State Wage Rates

Applicable Federal Wage Rates

Applicable Environmental and Cultural Permits and Clearances

ADA Checklist

NOTICE TO CONTRACTORS

Electronic Proposals for the improvements of the **Weil Avenue, Wilshusen Avenue & St. Vincent Avenue Improvements**, will be received by the CITY OF SHREWSBURY until **July 20th 2023 at 11:30 A.M.** Electronic Bids should be emailed to Twagner@cityofshrewsbury.com and bweis@weisdesigngroup.com and wdg@weisdesigngroup.com. A link to attend the virtual bid opening will be emailed out to all planholders at a later time at which they will be publicly opened and read aloud. Bids received after said time will be unopened.

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

The proposed work includes the furnishing of materials, tools, equipment and labor necessary for the construction of approximately 0.69 miles of street milling, average 2" fibrous asphalt overlay, sidewalk reconstruction and ADA ramps in accordance with the plans and specifications and other items identified in the contract documents. The contractor is responsible for all items of work necessary to complete the project.

(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 current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2020" and "Missouri Standard Plans for Highway Construction, 2020" and their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The following documents are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Revisions to Missouri Standard Plans
For Highway Construction (if applicable)

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

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Shrewsbury", and the term "Engineer" is a reference to the Engineer of Record being Weis Design Group.

The contracting authority for this contract is "City of Shrewsbury".

(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: 180 of calendar days

(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 \$ 950.00

Schedule of Deductions for Each Day of Overrun in Contract Time, Original Contract Amount (or the Engineer's Estimate of the Total Construction Cost)		
From (\$)	To, and including (\$)	Assessment, per Day (\$)
0	25,000	475
25,001	50,000	475
50,001	100,000	500
100,001	500,000	700
500,001	1,000,000	950
1,000,001	2,000,000	1,100
2,000,001	3,000,000	1,225
3,000,001	4,000,000	1,625
4,000,001	5,000,000	2,025
5,000,001	6,000,000	2,425
6,000,001	7,000,000	2,825
7,000,001	8,000,000	3,225
8,000,001	9,000,000	3,625
9,000,001	10,000,000	4,025
10,000,001	70,000,000	4,300

(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

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

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

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

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's

subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in “Annual Wage Order No. 29”, 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:

<https://www.fhwa.dot.gov/construction/cqit/buyam.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 **electronic paper** bids, **attach staple** addenda to the bid in the appropriate part of the bid.

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

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

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

☐ sole individual

☐ partnership

☐ joint venture

☐ corporation, incorporated under laws of state of _____.

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

Executed by bidder this _____ day of _____ 20____.

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

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

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

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

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

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

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

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.8 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.

(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:** City of Shrewsbury, 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) **ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX, SEAL COAT PRICE INDEX, UNDERSEAL PRICE INDEX OR UBAWS MEMBRANE PRICE INDEX:** Bidders have the option to accept the provision for Asphalt Cement Price Index, Seal Coat Price Index, Underseal Price Index and/or UBAWS Membrane Price Index in accordance with the General Provisions. The bidder must mark each box below if they choose to accept the provision.

Asphalt Paving ☐

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

			QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
CITY OF SHREWSBURY, MISSOURI - WEIL AVE., WILSHUSEN AVE. & ST. VINCENT AVE. IMPROVEMENTS						
ROADWAY						
1	Mobilization		1	LS		\$ -
2	Temporary Traffic Control		1	LS		\$ -
3	Relocate Temporary Traffic Control Signs		72	SF		\$ -
4	Type 3 Moveable Barricade		2	EA		\$ -
5	Construction Staking		1	LS		\$ -
6	Excavation & Grading		10	CY		\$ -
7	New 6" Vertical Concrete Curb and Gutter (Includes Aggregate Subbase)		30	LF		\$ -
8	New Concrete Swale and Gutter (Includes Aggregate Subbase)		45	LF		\$ -
9	Remove & Replace 6" Vertical Concrete Curb and Gutter		150	LF		\$ -
10	Remove Full-Depth Asphalt Pavement		20	SY		\$ -
11	Remove Concrete Sidewalk (4" thick)		125	SY		\$ -
12	Remove Concrete Sidewalk Ramps (Includes Curb & Gutter)		259	SY		\$ -
13	New Concrete Apron		17	SY		\$ -
14	2" Mill Existing Pavement (Full Width)		12,038	SY		\$ -
15	2" Fibrous Asphalt Concrete Surface Course (BP-1)		1,490	TN		\$ -
16	Tack Coat		1,204	GAL		\$ -
17	Rubberized Joint Sealant		8,151	LF		\$ -
18	Remove & Replace Inlet Stone		2	EA		\$ -
19	Adjust Manhole to Grade		11	EA		\$ -
20	Adjust Water Valve to Grade		14	EA		\$ -
21	Adjust Gas Valve to Grade		10	EA		\$ -
22	Painted 4" Solid White Striping		15	LF		\$ -
23	Painted 4" Double Solid Yellow Striping		15	LF		\$ -
24	Changeable Message Sign (Contractor Furnished / Contractor Retained)		2	EA		\$ -

Subtotal \$ -

SPECIFIC PEDESTRIAN ITEMS

25	New Concrete Sidewalk (Includes Aggregate Subbase)		115	SY		\$ -
26	ADA Concrete "Compound Perpendicular Curb Ramps" (Includes Curb & Gutter)		185	SY		\$ -
27	ADA Concrete "Type 1 Parallel Curb Ramps" (Includes Curb & Gutter)		94	SY		\$ -
28	ADA Concrete "Type 2 Parallel Curb Ramps" (Includes Curb & Gutter)		26	SY		\$ -
29	ADA Concrete "Small Radius Curb Ramps" (Includes Curb & Gutter)		49	SY		\$ -
30	ADA Concrete "Compound Blended Transition Curb Ramps" (Includes Curb & Gutter)		23	SY		\$ -
31	ADA Truncated Domes		25	EA		\$ -
32	Painted White 12"W Crosswalk Striping		1,431	LF		\$ -
33	Painted White 24"W Stop Bar Striping		304	LF		\$ -
34	Painted White Letters & Symbols		88	SF		\$ -

Subtotal \$ -

SPECIFIC BICYCLE ITEMS

35	Bicycle Chevron Pavement Marking		21	EA		\$ -
36	Share The Road Signage (W11-1 & W16-1P)		21	EA		\$ -
37	Pedestrian Crossing Sign (W11-2)		2	EA		\$ -

Subtotal \$ -

CONSTRUCTION COST ONLY: \$ -



Missouri Department of Revenue
Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate		Missouri Tax Exemption Number			
	Address		City		State	Zip Code
	E-mail Address					
	Project Number	Project Begin Date (MM/DD/YYYY) ____/____/____	Estimated Project End Date (MM/DD/YYYY) ____/____/____			
	Description of Project					
	Project Location		Certificate Expiration Date (MM/DD/YYYY) ____/____/____			
	Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.					
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity		Date (MM/DD/YYYY) ____/____/____		

Contractor	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to Section 144.062, RSMo . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.					
	Name of Purchasing Contractor		Signature of Contractor		Date (MM/DD/YYYY) ____/____/____	
	Address		City		State	Zip Code

Subcontractor	Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.					
	Name of Purchasing Subcontractor					
	Address		City		State	Zip Code
	Signature of Contractor		Contractor's Printed Name		Date (MM/DD/YYYY) ____/____/____	

Form 5060 (Revised 08-2015)

Taxation Division
P.O. Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1271
E-mail: salestaxexemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place
of business)

OWNER:
(Name, legal status and address)

BOND AMOUNT:

PROJECT:
(Name, location or address, and Project number, if any)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this _____ day of _____

(Witness)

(Contractor as Principal)

(Seal)

(Title)

(Witness)

(Surety)

(Seal)

(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

AIA Document A310™ – 2010 (rev. 10/2010). Copyright © 1963, 1970 and 2010 by The American Institute of Architects. All rights reserved.
WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law. Purchasers are permitted to reproduce ten (10) copies of this document when completed. To report copyright violations of AIA Contract Documents, e-mail The American Institute of Architects' legal counsel, copyright@aia.org.

A310-2010-1010

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: _____
Job No. _____
Route: _____
County: _____

Certification Regarding Affirmative Action and Equal Opportunity: The bidder (prospective prime contractor) or proposed subcontractor certifies:

1. Affirmative Action Program: That it has developed and has on file at each of its establishments affirmative action programs pursuant to 41 CFR Part 60-2.
2. Equal Opportunity Clause: That it has participated in a previous contract or subcontract subject to the equal opportunity clause set forth in 41 CFR Part 69-1.4 and executive order no. 11246.
3. Compliance Reports: That it has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance Programs and his designate, or the Equal Employment Opportunity Commission, all reports due under the applicable filing requirements contained in 41 CFR Part 60-1.

If the text of the certification above is incorrect, the bidder or subcontractor making the certification shall correct it below:

NOTE: This certification applies to and must be executed by each bidder (prospective prime contractor) or proposed subcontractor if its proposed contract or subcontract on this project will equal or exceed \$10,000 or that contractor or subcontractor has contracts or subcontracts on federally assisted projects in any 12-month period which have or can reasonably be expected to have, an aggregate total value exceeding \$10,000 41 CFR Part 60-1.5(a)(1). It is a duty and contract obligation of the prime contractor to insure that each of its subcontractors, which meet this criterion, executes and submits to the commission this certification also.

Company

By: _____

Date: _____

Title: _____

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

_____ being first duly sworn, deposes and says that he is

_____ Title of Person Signing

of _____

_____ Name of Bidder

that all statements made and facts set out in the proposal for the above project are true and correct; and the bidder (The person, firm, association, or corporation making said bid) has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with said bid or any contract which may result from its acceptance.

Affiant further certifies that bidder is not financially interested in, or financially affiliated with, any other bidder for the above project.

BY _____

BY _____

BY _____

SWORN to before me this _____ day of _____ 20 ____.

Notary Public

My Commission Expires _____

DBE Submittal Forms

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

- (A) **DBE Contract Goal:** By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is **16%** of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

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

16% OF TOTAL FEDERAL CONTRACT

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

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

This image shows a blank sheet of white paper with horizontal ruling lines. The lines are evenly spaced and extend across the width of the page. There are no margins, text, or other markings on the paper.

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 _____ by 4:00 p.m.

on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is _____ and the email address for submittal is _____. The original copy must be mailed by overnight mail to the Local Public Agency the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is 0%)

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

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

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

DBE Submittal

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

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

Company: _____ Date: _____

By: _____ Title: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR LOCAL PROGRAMS

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

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

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

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

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

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

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

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

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

CITY – CONTRACTOR AGREEMENT
SAMPLE

This Agreement, made by and between _____, hereinafter called the CONTRACTOR, and the City of Shrewsbury, hereinafter called the CITY.

Now therefore, CONTRACTOR and CITY, in consideration of mutual covenants herein set forth, agree as follows:

ARTICLE 1 – CONTRACT PRICE

CITY shall pay CONTRACTOR in current funds, for completion of the Work designated in Article 2 in accordance with the Contract Documents, an amount equal to the sum of the established unit prices for each separately identified item of Unit-Price Work multiplied by the quantity of that item as indicated in the CONTRACTOR’S bid, for total amount of:

(Words)

\$ (in figures) _____

ARTICLE 2 – SCOPE OF THE WORK

The proposed work includes the furnishing of materials, tools, equipment and labor necessary to construct **WEIL AVENUE, WILSHUSEN AVENUE & ST. VINCENT AVENUE IMPROVEMENTS**. Work includes the construction of:

The proposed work includes the furnishing of materials, tools, equipment and labor necessary for the construction of approximately 0.5 miles of street milling, average 2"asphalt overlay, sidewalk reconstruction and ADA ramps in accordance with the plans and specifications and other items identified in the contract documents. The contractor is responsible for all items of work necessary to complete the project.

ARTICLE 3 – TIME OF COMPLETION

The CONTRACTOR shall commence the Work within seven (7) days after receiving the written Notice to Proceed from the City. The project shall be fully complete under this contract within **180** calendar days as outlined in the project specification Notice To Contractors (Section 10 – Notice To Proceed). Project completion shall be defined as 100% completion of all items of the project including correction of deficiencies.

The rate of progress and the time of completion are essential conditions of the Contract. Liquidated damages will be charged as specified herein.

The contractor agrees that he will complete said work within CONTRACT TIME FOR COMPLETION OF WORK or allow the Owner as liquidated damages the sum of ***Nine Hundred Fifty Dollars and 00/100 cents (\$950.00)*** for each day thereafter, Sundays and Holidays excepted, that the Contract remains uncompleted. Computation of the contract time shall commence on the seventh (7th) day following the date of mailing, by regular mail, of the Notice To Proceed, and every calendar day following except as herein provided, shall be counted as a working day. The prime contractor on a project must perform with its own organization, contract work amounting to not less than 30% of the total original contract price.

ARTICLE 4 – QUANTITIES AND UNIT PRICES

The CITY shall pay the CONTRACTOR for all work done on the basis of final computations for all work acceptably completed according to this Contract, at the unit price shown on the BID FORM for the quantity actually installed.

ARTICLE 5 – PROGRESS PAYMENT PROCEDURES

CONTRACTOR shall submit Applications for Payment monthly according to Section 109.7.1 of JSP. Applications for Payment will be processed by the ENGINEER/CITY. And progress payments made on account of the Contract Price on the basis of CONTRACTOR'S Applications for Payment as approved. All progress payments will be on (in the case of unit-price work) on the number of units completed.

ARTICLE 6 – FINAL PAYMENT AND ACCEPTANCE

When all work provided for under this contract has been completed in conformance with the contract documents and accepted per Division 100; Section 109.8 of Standard Specifications a final cost estimate shall be prepared by the CONTRACTOR and filed with the CITY after acceptance of the work as a statement of the amount due the CONTRACTOR. This estimate shall be based on appropriate unit quantities of material placed, including any charges for extra work ordered and properly chargeable under this contract, and deducting any sum properly deductible under this contract.

ARTICLE 7 – THE CONTRACT DOCUMENTS

Up to five (5) full sets of drawings and specifications will be provided to the successful CONTRACTOR by the CITY at no cost to the CONTRACTOR. Additional sets may be purchased by the CONTRACTOR at the printing cost plus ten percent (10%) for handling.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consists of the following:

- 1.) All Specification Sections
 - a. Invitation To Bid
 - b. Notice To Contractors
 - c. Additional Information To Bidders
 - d. This Contract/Agreement
 - e. Performance and Payment Bonds
 - f. General Requirements
 - g. Federal Requirements
 - h. Drawings
- Safety Training Requirements (OSHA)
- 2.) On The Job Training Requirements
- 3.) State of Missouri Labor Provisions (E-Verify)
- 4.) Federal / State Wage Rates
- 5.) DBE Requirements
- 6.) Bid Proposal and Attachment A
- 7.) This Agreement

There are no Contract Documents other than those listed in this article. The Contract Documents may be amended, modified, or supplemented by a Change Order.

The requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, by a written interpretation or clarification.

ARTICLE 8 – RATES OF PAY

This Project is subject to the requirements of the State of Missouri Division of Labor Standards “Annual Wage Order Number 29 or Annual Wage Order (s) then, in effect over the lifetime of the project”. The Contractor shall comply with the requirements of the Annual Wage Order.

In accordance with the Annual Wage Order Number 29 the Owner has adopted rates for various classifications of workmen on the Project. A copy of the Wage Order is attached to the Contract Documents.

This provision is applicable to all sub-contractors who work on the project.

The Contractor shall be required to submit copies of certified payrolls with each pay application.

The CONTRACTOR hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The CONTRACTOR shall forfeit to the CITY ten (10) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him.

ARTICLE 9 – PERFORMANCE OF THE WORK

The CONTRACTOR, acting as an independent CONTRACTOR, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable City ordinances, and state and federal laws. CONTRACTOR represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work. The prime CONTRACTOR must perform, with its own organization, contract work amounting to not less than 30% of the total original contract.

The CONTRACTOR shall have a competent Superintendent on the project site at all times. The Superintendent shall be capable of reading and understanding the plans and specifications, shall have fully authority to execute orders to expedite the work, and shall be responsible for scheduling and have control of ALL work as the agent of the CONTRACTOR. Failure to comply will result in a suspension of the Work.

ARTICLE 10 – SUPERVISION

The CONTRACTOR shall supervise and direct the Work, using the CONTRACTOR’S best skill and attention. The CONTRACTOR shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instruction concerning those matters.

ARTICLE 11 – SAFETY

The CITY and the CONSULTING ENGINEER may have personnel on the project site from time to time. All information and/or instructions shall be requested in writing the CONTRACTOR and responded to in writing. No opinion or instructions will be given to the CONTRACTOR on safety.

The CONTRACTOR shall be solely responsible for the safety on and around the project site including shoring, ladders, drop cords, scaffolding, barricades, construction means, methods, techniques, sequences and procedures.

ARTICLE 12 – INDEMNITY

Refer to “Limits of Insurance” in JSP.

The obligations of the CONTRACTOR under this Section shall not extend to the liability of the ENGINEER, the ENGINEER’S consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions, after requested in writing by the CONTRACTOR, or instructions by the ENGINEER, the ENGINEER’S

consultants, and agents and employees of any of them provided such instructions or failure to give is the primary cause of the injury or damage.

ARTICLE 13 – LIQUIDATED DAMAGES

Time shall be and is of the essence of this contract. Therefore, the CONTRACTOR will be charged with liquidated damages specified under Item No. 4 of “Notice To Contractors” and according to Division 100; Section 108.8 of Standard Specifications.

ARTICLE 14 – TERMINATION BY CITY OR CONTRACTOR

Refer to Division 100; Section 108 of Standard Specifications.

ARTICLE – 15 AUDIT CLAUSE

Examination of Records

The CONTRACTOR’S records which shall include, but not be limited to, accounting records (hard copy, as well as computer readable data), written policies and procedures, subcontractor files, indirect cost records, overhead allocation records, correspondence, instructions, drawings, receipts, vouchers, memoranda, and any other data relating to this contract shall be open to inspection and subject to audit and/or reproduction by the City Auditor, or a duly authorized representative from the CITY, and the CITY’S expense. The CONTRACTOR shall preserve all such records for a period of three (3) years, unless permission to destroy them is granted by the CITY, or for such longer period as may be required by law, after the final payment. Since the CONTRACTOR is not subject to the Missouri Sunshine Law (chapter 610, RSMo), information regarding the CONTRACTOR’S operations obtained during audits will be kept confidential.

ARTICLE 16 – EQUAL EMPLOYEMENT OPPORTUNITIY

1. The CONTRACTOR, or any SUBCONTRACTOR, shall not discriminate against any employee or applicants for employment because of race, color, creed, sex, religion, or national origin in the performance of this Work and shall comply with all applicable federal, state, and local ordinances regulations as regards Equal Opportunity Employment.
2. The CONTRACTOR shall comply with the applicable provisions of Title VI of the Civil Rights Act of 1964, as the same has been amended from time to time. In all solicitations either by competitive bidding or negotiations made by the CONTRACTOR for Work to be performed under a sub-contract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the CONTRACTOR’S obligations under this Contract and the regulations relative to non-discrimination on the grounds of race, color, religion, sex national origin, or disability.
3. The CONTRACTOR will take action to ensure that applicants are employed, and that applicants are treated during employment without regard to race, color, religion, sex, national origin or disability. Such action shall include, but not limited to, employment, upgrading, transfer, demotion, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The CONTRACTOR agrees to post notices pertaining the foregoing in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will, in all solicitations or advertisements for employees placed by, or on behalf of, the CONTRACTOR, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, national origin, or disability.
5. In the event that any, or all, of these provisions of the foregoing paragraphs conflict with the federal, state, or local laws, ordinances, or regulations, then the requirements of said laws, ordinances, and regulations shall prevail. Compliance with the foregoing provisions shall not relieve the CONTRACTOR from adhering to any and all other additional requirements regarding equal employment or non-discrimination set forth in such federal, state or local laws, ordinances, or regulations.

ARTICLE 17 – CHANGES OF VENUE

1. The parties of the Agreement agree that venue shall lie exclusively in the Circuit Court of St. Louis County, State of Missouri, in the event of any litigation between them with regards to the matters encompassed by the Agreement.

IN WITNESS WHEREOF THE PARTIES HERETO HAVE CAUSED THIS INSTRUMENT TO BE EXECUTED IN FOUR (4) ORIGINAL COUNTERPARTS AS OF THE DAY AND YEAR LAST WRITTEN BELOW.

CITY OF SHREWSBURY

**(SEAL)
CONTRACTOR:**

Name

Name
Company

Date

Date

WITNESS:

WITNESS:

City Admin / Clerk
City of Shrewsbury, Missouri

Title:

Date

Date

APPROVED AS TO FORM:

**CONTRACT AUTHORIZED BY CITY OF
SHREWSBURY ORDINANCE:**

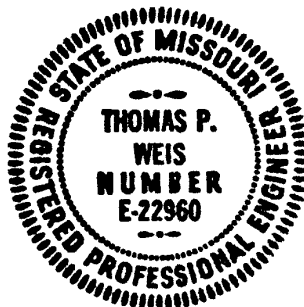
JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

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

The Standards Specifications for Construction of **WEIL AVENUE, WILSHUSEN AVENUE & ST. VINCENT AVENUE IMPROVEMENTS** shall be applicable sections of the Missouri Standards Specifications Book for Highway Construction, and most current revision. This specification shall govern all improvement work contained in this project and shown on the plans.

The bidder, having examined and being familiar with the local conditions affecting the work, and the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specification for Highway Construction, 2020" and most current supplement, and "Missouri Standard Plans for Highway Construction, 2020".

- A. Project Contact for Contractor/Bidder Questions
- B. Emergency Provisions and Incident Management
- C. Work Zone Traffic Management Plan
- D. Traffic Control
- E. Tree Clearing Restrictions
- F. Order of Work
- G. Utilities
- H. Modifications to 2020 Missouri Standards Specifications Book for Highway Construction for WEIL AVENUE, WILSHUSEN AVENUE & ST. VINCENT AVENUE IMPROVEMENTS. Applicable sections to 2020 Missouri Standards Specifications Book For Highway Construction most current revision dated, shall govern all improvement work contained in this project and shown on the plans.
- I. Additional Modification to the Standard Specification for Miscellaneous Items.
- J. ADA Compliance
- K. Liquidated Damages Specified
- L. Disadvantaged Business Enterprise (DBE) Program Requirements
- M. Federal Aid Provisions
- N. State Wage Rates
- O. Federal Wage Rates
- P. National Environmental Policy Act (NEPA) Clearance
- Q. ADA Checklist



A. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

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

Name: Weis Design Group – Brendan Weis

Address: 16286 Westwoods Business Park Drive, Ellisville MO 63021

Phone Number: 314-565-1179

B. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT JSP-90-11

1.0 The contractor shall have communication equipment on the construction site or immediate access to other communication systems to request assistance from the police or other emergency agencies for incident management. In case of traffic accidents or the need for police to direct or restore traffic flow through the job site, the contractor shall notify police or other emergency agencies immediately as needed. The area engineer's office shall also be notified when the contractor requests emergency assistance.

City of Shrewsbury – Elliot Brown (City of Shrewsbury) @ 314-647-5795

Weis Design Group – Brendan Weis (Project Manager) @ 314-565-1179

2.0 In addition to the 911 emergency telephone number for ambulance, fire or police services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol (636-300-2800)		
City of Shrewsbury	City of	City of
(Fire: 314-645-5077)	(Fire: XXX-XXX-XXXX)	(Fire: XXX-XXX-XXXX)
(Police: 314-647-5656)	Police: XXX-XXX-XXXX)	Police: XXX-XXX-XXXX)

2.1 This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency.

2.2 The contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

C. WORK ZONE TRAFFIC MANAGEMENT PLAN JSP-02-06A

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

2.0 Traffic Management Schedule.

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

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

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

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

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

2.5.1 Traffic Delay. The contractor shall be responsible for maintaining the existing traffic flow through the job site during construction. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from occurring again.

2.5.2 Traffic Safety.

2.5.2.1 Where traffic queues routinely extend to within 1000 feet (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, the contractor shall extend the advance warning area, as approved by the engineer.

2.5.2.2 When a traffic queue extends to within 1000 feet (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 engineer. 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.

3.0 Work Hour Restrictions.

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

3.0 No direct pay will be made to the contractor to recover the cost of the communication equipment, labor, materials or time required to fulfill the above provisions.

D. TRAFFIC CONTROL

5.1 Traffic Control Plan Revisions. The plans provide a traffic control plan along with quantities of traffic control devices. The contractor is allowed to propose changes to the traffic control plan if the construction time frame can be shortened, and/or the number of days traffic lanes are restricted can be reduced. If the contractor proposes modifying the traffic control plans, there will be no additional payment for additional traffic control items; see the section of this provision regarding Basis of Payment.

5.1.1 Any modification to the Traffic Control Plans or alternate traffic control plan must meet the minimum requirements of this provision. Modified Traffic Control Plan's must be signed and sealed by a Professional Engineer registered in the State of Missouri and must comply to the current edition of the MUTCD and MODOT standards, whichever is more conservative.

5.1.2 Five (5) copies of any Modified Traffic Control Plan Sheets must be submitted 3 weeks prior to implementation to allow the City of Shrewsbury and FHWA ample time for review and approval.

5.2 The contractor will be required to measure and/or count all temporary traffic control items used on this project. A document will be filled out by the contractor listing the items, along with the quantity and location on the roadway. This document will be similar in form to a MoDOT Documentation Record.

5.3 These Documentation Records will be submitted to the engineer three working days prior to the estimate so the engineer can verify the information and quantities may be included for pay. They shall have the following certification statement and be signed by the Director of Traffic Management.

"In keeping with United States Code, Title 18, Section 1020, regarding False Statements, I certify, to the best of my ability, the above information is correct and accurate with regards to date placed, quantity, length and location".
Signature & Date.

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

6.1 Payment for Traffic Control Plan Revisions. There will be no direct pay for any cost associated with engineering and implementing a modified traffic control scheme. Any additional traffic control items or temporary construction (including but not limited to grading, base, temporary bypasses, temporary striping, shoring, temporary barrier, etc) needed to implement any staging revisions or modified Traffic Control Plan proposed by the contractor will be considered incidental to the contract. No direct pay will be made for any of these items. The contractor will only be paid up to plan quantity for any bid item in the contract.

6.2 Maintenance of Traffic Control Items. There is a separate pay item for maintenance of traffic control items; Misc. Maintenance of Traffic Control Devices, Lump Sum. A portion of this item will be each month to cover the cost of installing and removing temporary lane closures, straightening, cleaning, repairing, replacing traffic control devices, and any other maintenance, labor, equipment or supplies associated correcting deficiencies and maintaining the quality of traffic control on the project. All construction signs and temporary traffic control devices shall be like new, at the beginning of the contract. Work Zone deficiencies could involve missing or damaged signs, faded striping, non-reflective traffic control items, non-standard lane drops, non-functioning changeable message signs or arrow boards, non-functioning work zone lighting, signals malfunctioning or non working, etc. Missing signs with non-typical wording can be replaced with Changeable Message Signs until new signs can be made and installed. The contractor shall have a supply of standard replacement signs and devices available at all times to make needed corrections.

6.2.1 Should the contractor place all the cost of maintaining the devices in the unit price of the device and in the judgment of the engineer, underbid the item "Maintenance of Traffic Control Items", the engineer will only pay 50% of the unit price of the item on installation. The remaining 50% will be proportioned out over the lifetime of the

E. TREE CLEARING RESTRICTION JSP-07-05

1.0 Description. The project is "NOT" within the known breeding range of the federally endangered Indiana bat.

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work. The contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from compliance with this provision.

F. ORDER OF WORK

Phase 1: Mobilization,

Phase 2: Removals of items noted as T.B.R to T.B.R&R.

Phase 3: Pour new concrete sidewalk.

Phase 4: Mill existing asphalt pavement.

Phase 5: Apply 2" average asphalt overlay.

G. UTILITIES JSP-93-26C

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>
Spire Gas Company 3950 Forest Park Avenue St. Louis, MO 63108 (314) 658-5417	NONE
Missouri American Water 727 Craig Rd. Creve Coeur, Mo. 63141 (314) 996-2335	NONE
Charter Communications 941 Charter Commons Town & Country, Mo. 63017 (636) 207-7044	NONE
MSD 2350 Market St. St. Louis, Mo. 63103 (314) 768-6262	NONE
AT&T 3710 Hamilton Ave. St. Louis, Mo. 63120 (314) 383-5404	NONE
Ameren UE 9823 Mackenzie Rd. St. Louis, Mo. 63123 (314) 992-9702	NONE

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

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

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

Date: February 2, 2021

To: MoDOT
Mr. Christopher Caldwell Jr.
Transportation Project Designer - Local Roads

SUBJECT: City of Shrewsbury
Weil Avenue, Wilshusen Avenue & St. Vincent Avenue Improvements
STP# 4901(646)
Utility - Letter of Certification

**LETTER OF CERTIFICATION
UTILITIES "STATUS"**

This project is scheduled to be let on **Month, Day 2023**. Scope of work: The proposed work includes the furnishing of materials, tools, equipment and labor necessary for the construction of approximately 0.69 miles of street milling, average 2"asphalt overlay, sidewalk reconstruction, in accordance with the plans and specifications and other items identified in the contract documents. The contractor is responsible for all items of work necessary to complete the project.

The utility status is as follows:

Ameren U.E: Has no known adjustments for this project.

Charter Communication: Has no known adjustments for this project.

AT&T: Has no known adjustments for this project.

MSD: Has no known adjustments for this project..

Spire Gas Company: Has no known adjustments for this project.

Missouri American Water: Has no known adjustments for this project.

RailRoad:This project is not located by any railroad terminal.

Based on the above information, utility work will not impact the road contractor's progress for this project. We recommend approval of the PS&E on this project.

H. **MODIFICATIONS TO 2020 MISSOURI STANDARDS SPECIFICATIONS BOOK FOR HIGHWAY CONSTRUCTION**

DEFINITIONS:

(Modify Sec. 101)

1.0 The definition for the word “Commission” to be removed and replaced with The City of Shrewsbury or Owner.

2.0 The definition for the word “Engineer” to be removed and replaced with the following:

Engineer/Architect: Engineer/Architect is Weis Design Group located at 16286 Westwoods Business Park Drive, Ellisville, Missouri, 63021, whom the Owner has designated as his representative for administering the terms of the construction contract. The term Architect/Engineer means the Engineer/Architect, Engineering/Architectural firm and his or its authorized representatives. Nothing contained in the Contract Documents shall create any contractual relationship between the Engineer/Architect and the Contractor.

3.0 The definition for the word “Work” to be removed and replaced with the following:

Work: The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

(Add to Sec. 101)

Act of God: Act of God means an earthquake, flood, cyclone or other cataclysmic phenomenon of nature. Rain, wind, flood or other natural phenomenon of normal intensity for the locality shall not be construed as an Act of God and no reparation shall be made to the Contractor for damages to the work resulting therefrom.

Addenda: Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement: The written agreement between OWNER and CONTRACTOR covering the Work to be performed; other Contract Documents are attached to the Agreement and made a part thereof as provided therein.

Application for Payment: The form accepted by ENGINEER/ARCHITECT which is to be used by CONTRACTOR in requesting progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

Bonds: Bid, performance and payment bonds and other instruments of security.

Copies of Drawings and Specifications Furnished: Except as provided for otherwise, three copies of drawings and specifications necessary for the execution of the work or change orders shall be furnished to the Contractor without charge.

Defective: An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to ENGINEER'S/ARCHITECT'S recommendation of final payment (unless responsibility for the protection thereof has been assumed by OWNER.

Shop Drawings: All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for CONTRACTOR to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by CONTRACTOR to illustrate material or equipment for some portion of the Work.

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER/ARCHITECT, as evidenced by ENGINEER'S/ARCHITECT'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

Supplier: A manufacturer, fabricator, supplier, distributor, material man or vendor.

Underground Facilities: All pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials; electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

Unit Price Work: Work to be paid for on the basis of unit prices.

CONTRACT BOND:

(Replaces Sec. 103.4 and all subsections)

CONTRACTOR shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as otherwise provided by Law or Regulation or by the Contract Documents. All Bonds shall be in the forms prescribed by Law or Regulation or by the Contract Documents and be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act.

If the surety on any Bond furnished by CONTRACTOR is declared a bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the project is located or it ceases to meet the requirements above, CONTRACTOR shall within five days thereafter substitute another Bond and Surety, both of which must be acceptable to OWNER.

CLEANUP:

(Add to Sec. 104.11.1)

The Contractor shall maintain, on a daily basis, all roads, drives, parking areas, walks, etc. in a clean, debris, dirt and dust free condition. This includes use of a watering truck or sweeper as necessary.

OWNER'S RESPONSIBILITIES IN CONTRACT ADMINISTRATION:

(Replaces Sec. 105.1)

OWNER shall issue all communications to CONTRACTOR through ENGINEER/ ARCHITECT.

In case of termination of the employment of ENGINEER/ARCHITECT, OWNER shall appoint an engineer against whom CONTRACTOR makes no reasonable objection, whose status under the Contract Documents shall be that of the former ENGINEER/ARCHITECT. Any dispute in connection with such appointment shall be subject to arbitration.

OWNER shall furnish, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands which are designated for the use of CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained and paid for by OWNER, unless otherwise provided in the Contract Documents. CONTRACTOR shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

OWNER shall make available to CONTRACTOR copies of reports and tests of subsurface conditions at the site and in existing structures which have been utilized by ENGINEER/ARCHITECT in preparing the Drawings and Specifications and as referenced in the Bid Proposal.

Explorations and Reports: CONTRACTOR may rely upon the accuracy of the technical data contained in such reports, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for CONTRACTOR'S purposes.

Existing Structures: Reference is made to the Bid Proposal for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities referred to in the following paragraphs) which are at or contiguous to the site that have been utilized by ENGINEER/ARCHITECT in preparation of the Contract Documents. CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings, but not for the completeness thereof for CONTRACTOR'S purposes.

Underground Facilities:

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to OWNER or ENGINEER/ARCHITECT by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in these Job Special Provisions.

OWNER and ENGINEER/ARCHITECT shall not be responsible for the accuracy or completeness of any such information or data; and,

CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the Owners of such Underground Facilities during construction, for the safety and protection thereof and repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price.

Not Shown or Indicated. If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which CONTRACTOR could not reasonably have been expected to be aware of, CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby, identify the owner of such Underground Facility and give written notice thereof to that owner and to OWNER and ENGINEER/ARCHITECT, per Section 104.4.

OWNER'S right to temporarily suspend Work (see Section 108.6) or terminate Work (see Section 108.11).
OWNER'S right to terminate contract (see Section 108.13).

ENGINEERING/ARCHITECTURAL SUPERVISION:

(Replaces Sec. 105.1.1)

105.1.1.1 General:

Supervision and inspection services performed by the Engineer/Architect or the Owner pursuant to this Contract, whether of material or work and whether performed prior to, during or after completion of construction, are performed solely for the purpose of determining general conformity of the work with the contract plans and specifications. Nothing contained herein shall create or be deemed to create (1) any duty upon the Engineer/Architect or Owner to supervise the construction procedures and safety procedures followed by any Contractor or Subcontractor or their respective employees or by any other person at the job site, or (2) any liability whatsoever the Engineer/Architect or Owner to any Contractor or Subcontractor or any employees of either, or to any other person.

ENGINEER/ARCHITECT will be OWNER'S representative during the construction period. The duties and responsibilities and the limitations of authority of ENGINEER/ ARCHITECT as OWNER'S representative during construction are set forth in the Contract Documents and shall not be extended without written consent of OWNER and ENGINEER/ ARCHITECT.

ENGINEER/ARCHITECT will make visits to the site at intervals appropriate to the various stages of construction to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. On the basis of such visits and on-site observations as an experienced and qualified design professional, ENGINEER/ ARCHITECT will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

ENGINEER/ARCHITECT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER/ARCHITECT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time, CONTRACTOR may make a claim therefore.

ENGINEER/ARCHITECT will have authority to disapprove or reject Work which ENGINEER/ARCHITECT believes to be defective, and will also have authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed or completed.

105.1.1.2 Decisions on Disputes:

ENGINEER/ARCHITECT will be the initial interpreter of the requirements of the Contract Documents and judge of the acceptability of the Work there under. Claims, disputes and other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work and claims in respect of changes in the Contract Price or Contract Time will be referred initially to ENGINEER/ARCHITECT in writing with a request for a formal decision in accordance with this paragraph, which ENGINEER/ARCHITECT will render in writing within a reasonable time. Written notice of each such claim, dispute and other matter will be delivered by the claimant to ENGINEER/ARCHITECT and the other party to the Agreement promptly (but in no event later than thirty days) after the occurrence of the event giving rise thereto, and written supporting data will be submitted to ENGINEER/ARCHITECT and the other party within sixty days after such occurrence, unless ENGINEER/ARCHITECT allows an additional period of time to ascertain more accurate data in support of the claim.

When functioning as interpreter, ENGINEER/ARCHITECT will not show partiality to OWNER or CONTRACTOR and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by ENGINEER/ARCHITECT with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by OWNER or CONTRACTOR of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or regulations in respect of any such claim, dispute or other matter.

Neither ENGINEER'S/ARCHITECT'S authority to act under this article or elsewhere in the Contract Documents nor any decision made by ENGINEER/ARCHITECT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ENGINEER/ARCHITECT to CONTRACTOR, any Subcontractor, any Supplier, or any other person or organization performing any of the Work, or to any surety for any of them.

Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed", "as approved" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of ENGINEER/ARCHITECT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective shall not be effective to assign to ENGINEER/ARCHITECT any duty or authority to supervise or direct the furnishing or performance of the Work.

ENGINEER/ARCHITECT will not be responsible for CONTRACTOR'S means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and ENGINEER/ARCHITECT will not be responsible for CONTRACTOR'S failure to perform or furnish the Work in accordance with the Contract Documents.

ENGINEER/ARCHITECT will not be responsible for the acts or omissions of CONTRACTOR or of any Subcontractor, any Supplier, or of any other person organization performing or furnishing any of the Work.

SUSPENSION OF WORK:

(Amends Sec. 105.1.2 and any subsections)

Delete "...engineer..." and replace with "ENGINEER/ARCHITECT or OWNER".

PLANS AND WORKING DRAWINGS:

(Add to Sec. 105.2)

All Shop Drawings, Working Drawings and product selection submittals that are required for this project shall be submitted to the general contractor for approval, and shall bare an approval stamp from the general contractor prior to submitting the items to the Owner/Engineer for final approval.

After checking and verifying all field measurements, CONTRACTOR shall submit to ENGINEER/ARCHITECT for

review and approval, five copies of all Shop Drawings. All submissions will be identified as ENGINEER/ARCHITECT may require. The data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable ENGINEER/ARCHITECT to review the information as required.

CONTRACTOR shall also submit to ENGINEER/ARCHITECT for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. All samples will have been checked by and accompanied by a specific written indication that CONTRACTOR has satisfied CONTRACTOR'S responsibilities under the Contract Documents with respect to the review of the submission and will be identified clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended.

Before submission of each Shop Drawing or sample, CONTRACTOR shall have determined and verified all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto and reviewed or coordinated each Shop Drawing or sample with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.

At the time of each submission, CONTRACTOR shall give ENGINEER/ARCHITECT specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation to be made on each Shop Drawing submitted to ENGINEER/ ARCHITECT for review and approval of each such variation.

ENGINEER/ARCHITECT will review and approve with reasonable promptness Shop Drawings and samples, but ENGINEER'S/ARCHITECT'S review and approval will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents) or to safety precautions or programs incident thereto. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions. CONTRACTOR shall make corrections required by ENGINEER/ARCHITECT, and shall return the required number of corrected copies of Shop Drawings and submit as required new samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by ENGINEER/ARCHITECT on previous submittals.

ENGINEER'S/ARCHITECT'S review and approval of Shop Drawings or samples shall not relieve CONTRACTOR from responsibility for any variation from the requirements of the Contract Documents unless CONTRACTOR has in writing called ENGINEER'S/ARCHITECT'S attention to each such variation at the time of submission and ENGINEER/ARCHITECT has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by ENGINEER/ARCHITECT relieve CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.

Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to ENGINEER'S/ARCHITECT'S review and approval of the pertinent submission will be the sole expense and responsibility of CONTRACTOR.

COOPERATION BETWEEN CONTRACTORS:

(Replaces Sec. 105.6 and all subsections)

It is understood and agreed that this contract work may constitute only a part of the work being performed for the OWNER and/or others. OWNER may perform other work related to the Project at the site by OWNER's own forces, have other work performed by utility owners or let other direct contracts therefore which shall contain General Conditions similar to these. If the fact that such other work is to be performed was not noted in the Contract Documents, written notice thereof will be given to CONTRACTOR prior to starting any such other work; and, if CONTRACTOR believes that such performance will involve additional expense to CONTRACTOR or requires additional time and the parties are unable to agree as to the extent thereof, CONTRACTOR may make a claim therefore.

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect and coordinate the Work with theirs. CONTRACTOR shall do all cutting, fitting

and patching of the Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ENGINEER/ARCHITECT and the others whose work will be affected. Further, Contractor shall pay for any damages that may be caused to such work by Contractor or its Contractors, suppliers, invitees and others acting for the benefit of the work to be performed hereunder and their respective agents, servants and employees.

If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other contractor or utility owner (or OWNER), CONTRACTOR shall inspect and promptly report to ENGINEER/ARCHITECT in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. CONTRACTOR'S failure so to report will constitute an acceptance of the other work as fit and proper for integration with CONTRACTOR'S Work except for latent or non-apparent defects and deficiencies in the other work.

If OWNER contracts with others for the performance of other work on the Project at the site, the person or organization who will have authority and responsibility for coordination of the activities among the various prime contractors will be identified in the Job Special Provisions, and the specific matters to be covered by such authority and responsibility will be itemized, and the extent of such authority and responsibilities will be provided, in the Job Special Provisions. Unless otherwise provided in the Job Special Provisions, neither OWNER nor ENGINEER/ARCHITECT shall have any authority or responsibility in respect of such coordination.

SURVEYS:

(Replaces Sec. 105.8 and sub-sections)

CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified, shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of OWNER. CONTRACTOR shall report to ENGINEER/ARCHITECT whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

The Engineer/Architect will provide a document or electronic file to establish control points and a benchmark for the use of the Contractor to lay out his work. The contractor shall furnish all labor and materials to establish control points and benchmarks if not indicated on the drawings or as required for construction. It shall be the responsibility of the Contractor to furnish the necessary survey crew personnel and material to lay out all parts of the work (construction staking) from the control points established by the Engineer/Architect. All cut sheets, field notes and survey data shall be approved by the Engineer/Architect prior to being used for construction. It shall be the Contractor's responsibility to replace all survey points disturbed or destroyed.

MAINTENANCE OF THE WORK:

(Amends Sec. 105.13)

Delete "...the roadway and structures..." and replace with "all aspects of the Work".

PARTIAL ACCEPTANCE:

(Add to Sec. 105.15.1)

Use by OWNER of any finished part of the Work, which has specifically been identified in the Contract Documents, or which OWNER, ENGINEER/ARCHITECT and CONTRACTOR agree constitutes a separately functioning and usable part of the Work that can be used by OWNER without significant interference with CONTRACTOR'S performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work.

ARBITRATION:

(Replaces Sec. 105.18 and all subsections)

105.18.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment) will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Section. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as

provided in this Section will be specifically enforceable under the prevailing law of any court having jurisdiction.

No demand for arbitration of any claim, dispute or other matter that is required to be referred to ENGINEER/ARCHITECT initially for decision in accordance with paragraph 105.1.1.2 will be made until the earlier of (a) the date on which ENGINEER/ ARCHITECT has rendered a decision or (b) the tenth day after the parties have presented their evidence to ENGINEER/ARCHITECT if a written decision has not been rendered by ENGINEER/ARCHITECT before that date. No demand for arbitration of any such claim, dispute or other matter will be made later than thirty days after the date on which ENGINEER/ARCHITECT has rendered a written decision in respect thereof in accordance with paragraph 105.1.1.2; and the failure to demand arbitration within said thirty days' period shall result in ENGINEER'S/ ARCHITECT'S decision being final and binding upon OWNER and CONTRACTOR. If ENGINEER/ARCHITECT renders a decision after arbitration proceedings have been initiated, such decision may be entered as evidence but will not supersede the arbitration proceedings, except where the decision is acceptable to the parties concerned.

105.18.2. Notice of the demand for arbitration will be filed in writing with the other party to the Agreement and with the American Arbitration Association, and a copy will be sent to ENGINEER/ARCHITECT for information. The demand for arbitration will be made within the thirty-day or ten-day period specified in paragraph 105.18.1 as applicable, and in all other cases within a reasonable time after the claim, dispute or other matter in question has arisen, and in no event shall any such demand be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

No arbitration arising out of or relating to the Contract Documents shall include by consolidation, joinder or in any other manner any other person or entity (including ENGINEER/ ARCHITECT, ENGINEER'S/ARCHITECT'S agents, employees or consultants) who is not a party to this contract unless:

105.18.2.1. the inclusion of such other person or entity is necessary if complete relief is to be afforded among those who are already parties to the arbitration.

105.18.2.2. such other person or entity is substantially involved in a question of law or fact which is common to those who are already parties to the arbitration and which will arise in such proceedings, and

105.18.2.3. the written consent of the other person or entity sought to be included and of OWNER and CONTRACTOR has been obtained for such inclusion, which consent shall make specific reference to this paragraph; but no such consent shall constitute consent to arbitration of any dispute not specifically described in such consent or to arbitration with any party not specifically identified in such consent.

105.18.3 The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U.S.C. Sec. 10, 11).

LOCAL BUILDING AND ZONING CODES OR ORDINANCES:

(Delete Sec. 107.1.2)

Delete Section 107.1.2 in its entirety.

NOTICE TO RESIDENTS:

(Add to Sec. 107.5.3)

The Contractor shall notify, by information flyer, all residents included in the project area at least seven days prior to commencement of work.

RE-ESTABLISHMENT OF MONUMENTATION:

(Add to Sec. 107.8.1)

It shall be the Contractor's responsibility to replace all survey points, or reference points (iron pipes, rods, concrete monuments, "cut crosses" in concrete, axles, etc.) as shown on the plans, that are disturbed, lost or destroyed during construction. The re-monumentation of all disturbed points shall be performed by a professionally registered land surveyor.

STAGING AREAS:

(Add to Sec. 107.5.3)

Lane and shoulder closures are intended to provide adequate staging.

The Contractor shall make arrangements with property owners, for use of additional lands outside of the right of way, at his discretion, and confine and maintain his equipment, trailers, etc. in areas that do not interfere with or endanger normal activities, traffic or personnel.

The Contractor shall not cross private properties.

SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

(Add to Sec. 107.5.1)

The CONTRACTOR's work must be scheduled and accomplished in stages such that traffic is maintained during construction. It shall be the CONTRACTOR's responsibility to provide a traffic way that is usable in all weather conditions and is maintained in a safe condition.

At all times until final acceptance of the work, the CONTRACTOR shall provide and maintain such signs and other traffic control, as may be necessary to properly protect the work and provide for safe and convenient public travel.

Areas of intersections and roadways within the construction limits shall be constructed in phases so that closure will be minimized.

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 the curing of concrete or laying of asphalt.

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 this placement, maintenance or removal of said access. If said access is not supplied as set out above, the City of Shrewsbury 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. Wherever excavation effects pedestrian access to houses or public buildings, plank or other suitable bridges shall be placed at convenient intervals. The Contractor shall determine the most feasible and least disruptive construction sequence, but must allow for local traffic and emergency access.

MATERIAL AND EQUIPMENT

(Add to section 107.5.3)

107.5.3.1 CONTRACTOR shall confine construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by Laws and Regulations, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. CONTRACTOR shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the performance of the Work. Should any claim be made against OWNER or ENGINEER/ARCHITECT by any such owner or occupant because of the performance of the Work, CONTRACTOR shall promptly attempt to settle with such other party by agreement or otherwise resolve the claim by arbitration or at law. CONTRACTOR shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold OWNER and ENGINEER/ARCHITECT harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially out of any action, legal or equitable, brought by any such other party against OWNER or ENGINEER/ARCHITECT to the extent based on a claim arising out of CONTRACTOR'S performance of the Work.

107.5.3.2 During the progress of the Work, CONTRACTOR shall keep the premises free from accumulations of

waste materials, rubbish and other debris resulting from the Work. At the completion of the Work CONTRACTOR shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the site clean and ready for occupancy by OWNER. CONTRACTOR shall restore to original condition all property not designated for alteration by the Contract Documents. Failure to comply will permit OWNER, in its discretion, to clean up the work or debris and charge the cost of same to Contractor and deduct same from Contractor's payment.

107.5.3.3 CONTRACTOR shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall CONTRACTOR subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

LIMITS OF INSURANCE:

(Replaces Sec. 107.11 and sub-sections and Sec. 107.13 through Sec. 107.13.2.4)

Insurance, Legal Responsibility and Public Safety:

- a. Insurance: The Contractor shall secure and maintain such insurance from an insurance company satisfactory to Owner and authorized to write casualty insurance in the state where the work is located as will protect himself, his subcontractors and the Owner from claims for bodily injury, death or property damage which may arise from any and all operations under this Contract. **Any such insurance policy shall name the Owner, CITY OF SHREWSBURY, and Engineer/Architect, (WEIS DESIGN GROUP.) as an "Additional Named Insured."** **PROJECT: WEIL AVENUE, WILSHUSEN AVENUE & ST. VINCENT AVENUE IMPROVEMENTS.** The Contractor shall not commence work required under this paragraph and shall have filed the Certificate of Insurance or the certified copy of the insurance policy with the Owner. Each insurance policy shall contain a clause providing that it shall not be canceled by the insurance company without thirty days' written notice to the Owner of intention to cancel. The amounts of such insurance shall be agreed upon by the Owner and Contractor but shall be not less than the following:

<u>Worker's Compensation Insurance, Part A Statutory</u>		<u>\$2,000,000.00</u>
Worker's Compensation Insurance, Part B	Each Accident	\$2,000,000.00
Employer's General Liability	Each Occurrence	\$2,000,000.00
Property Damage General Liability	Each Accident	\$2,000,000.00
	Each Occurrence	\$2,000,000.00
Contractual Liability Coverage including all Written Contracts		\$2,000,000.00
Completed Operations/Products Liability		\$2,000,000.00
Automobile Liability bodily Injury and		
Property Damage Including Hired and		
Non-Owned Liability	Combined Single Limit	\$2,000,000.00
<u>Commercial Umbrella Liability</u>		<u>\$2,000,000.00</u>

- (b) Indemnity: The Contractor shall indemnify and save harmless the Engineer/Architect, and the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him by reason of any omission or act of the Contractor, his agents or employees, in the execution of work or in the guarding of it. Policies shall be endorsed to provide coverage for the indemnity provided.
- (c) The Certificate of Insurance shall delete the language "Limits shown may have been reduced by paid claims". If insurance provider will not delete the above statement, a written letter from the insurance carrier/agent indicating coverage's to be in full force at time certificate was issued and that the insurance carrier/agent will give Owner, in writing 30-days written notice of the reduction of limits. Policy to include Waiver of Subrogation, where allowed by law. A minimum A.M. Best Rating of the insurance carrier must be A7 or better.
- (d) Property Damage liability include Explosion, Collapse and Underground hazards for all demolition, grading, excavating, landscaping, sewer and plumbing work.
- (e) Contractor's Liability Insurance:

CONTRACTOR shall purchase and maintain such comprehensive general liability and other insurance as is appropriate for the Work being performed and furnished and as will provide protection from claims set forth below which may arise out of or result from CONTRACTOR'S performance and furnishing of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether it is to be performed or furnished by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them to perform or furnish any of the Work, or by anyone for whose acts any of them may be liable:

Claims under workers' or workmen's compensation, disability benefits and other similar employee benefit acts;

Claims for damages because of bodily injury, occupational sickness or disease, or death of CONTRACTOR'S employees;

Claims for damages because of bodily injury, sickness or disease, or death of any person other than CONTRACTOR'S employees;

Claims for damages insured by personal injury liability coverage which are sustained (a) by any person as a result of an offense directly or indirectly related to the employment of such person by CONTRACTOR, or (b) by any other person for any other reason;

Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property wherever located, including loss of use resulting there from;

Claims arising out of operation of Laws or Regulations for damages because of bodily injury or death of any person or for damage to property; and

Claims for damages because of bodily injury or death of any person or property damage arising out of the ownership, maintenance or use of any motor vehicle.

All such insurance shall remain in effect until final payment and at all times thereafter when CONTRACTOR may be correcting, removing or replacing defective work. In addition,

(f) Contractual Liability Insurance:

The comprehensive general liability insurance will include contractual liability insurance applicable to CONTRACTOR'S obligations under the following:.

To the fullest extent permitted by Laws and Regulations CONTRACTOR shall indemnify and hold harmless OWNER and ENGINEER/ARCHITECT and their consultants, agents and employees from and against all claims, damages, losses and expenses, direct, indirect or consequential (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court and arbitration costs) arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder or arises by or is imposed by Laws and Regulations regardless of the negligence of any such party.

In any and all claims against OWNER or ENGINEER/ARCHITECT or any of their consultants, agents or employees by any employee of CONTRACTOR, any Subcontractor, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any such Subcontractor or other person or organization under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of CONTRACTOR shall not extend to the liability of ENGINEER/ARCHITECT, ENGINEER'S/ARCHITECT'S consultants, agents or employees arising out of the preparation or approval of

maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

(g) Property Insurance:

CONTRACTOR shall purchase and maintain property insurance upon the Work at the site to the full insurable value thereof (subject to such deductible amounts as may be required by Laws and Regulations). This insurance shall include the interests of OWNER, CONTRACTOR, Subcontractors, ENGINEER/ARCHITECT and ENGINEER'S/ ARCHITECT'S consultants in the Work, all of whom shall be listed as insureds or additional insured parties, shall insure against the perils of fire and extended coverage and shall include "all risk" insurance for physical loss and damage including theft, vandalism and malicious mischief, collapse and water damage, and shall include damages, losses and expenses arising out of or resulting from any insured loss or incurred in the repair or replacement of any insured property (including but not limited to fees and charges of engineers, architects, attorneys and other professionals. If not covered under the "all risk" insurance, CONTRACTOR shall purchase and maintain similar property insurance on portions of the Work stored on and off the site or in transit when such portions of the Work are to be included in an Application for Payment.

The risk of loss within the deductible amount will be borne by CONTRACTOR, Subcontractor or others suffering any such loss and if any of them wishes property insurance coverage within the limits of such amounts, each may purchase and maintain it at the purchaser's own expense.

(h) Waiver of Rights:

OWNER and CONTRACTOR waive all rights against each other for all losses and damages caused by any of the perils covered by the policies of insurance provided and any other property insurance applicable to the Work, and also waive all such rights against the Subcontractors, ENGINEER/ARCHITECT, ENGINEER'S/ ARCHITECT'S consultants and all other parties named as insureds in such policies for losses and damages so caused. Each subcontract between CONTRACTOR and a Subcontractor will contain similar waiver provisions by the Subcontractor in favor of OWNER, CONTRACTOR, ENGINEER/ARCHITECT, ENGINEER'S/ ARCHITECT'S consultants and all other parties named as insureds. None of the above waivers shall extend to the rights that any of the insured parties may have to the proceeds of insurance held by OWNER as trustee or otherwise payable under any policy so issued.

OWNER and CONTRACTOR intend that any policies provided shall protect all of the parties insured and provide primary coverage for all losses and damages caused by the perils covered thereby. Accordingly, all such policies shall contain provisions to the effect that in the event of payment of any loss or damage the insurer will have no rights of recovery against any of the parties named as insureds or additional insureds, and if the insurers require separate waiver forms to be signed by ENGINEER/ ARCHITECT or

ENGINEER'S/ARCHITECT'S consultant OWNER will obtain the same, and if such waiver forms are required of any Subcontractor, CONTRACTOR will obtain the same.

(i) Receipt and Application of Proceeds:

Any insured loss under the policies of insurance required above will be adjusted with OWNER and made payable to OWNER as trustee for the insureds, as their interests may appear, subject to the requirements of any applicable mortgage clause. OWNER shall deposit in a separate account any money so received, and shall distribute it in accordance with such agreement as the parties in interest may reach. If no other special agreement is reached the damaged Work shall be repaired or replaced, the moneys so received applied on account thereof and the Work and the cost thereof covered by an appropriate Change Order.

OWNER as trustee shall have power to adjust and settle any loss with the insurers unless one of the parties in interest shall object in writing within fifteen days after the occurrence of loss to OWNER'S exercise of this power. If such objection be made, OWNER as trustee shall make settlement with the insurers in accordance with such agreement as the parties in interest may reach. If required in writing by any party in interest, OWNER as trustee shall, upon the occurrence of an insured loss, give bond for the proper performance of such duties.

(j) Acceptance of Insurance:

If OWNER has any objection to the coverage afforded by or other provisions of the insurance required to be purchased and maintained by CONTRACTOR on the basis of its not complying with the Contract Documents, OWNER shall notify CONTRACTOR in writing thereof within ten days of the date of delivery of such certificates to OWNER. OWNER and CONTRACTOR shall each provide to the other such additional information in respect of insurance provided by each as the other may reasonably request. Failure by OWNER or CONTRACTOR to give any such notice of objection within the time provided shall constitute acceptance of such insurance purchased by the other as complying with the Contract Documents.

(k) Partial Utilization - Property Insurance:

If OWNER finds it necessary to occupy or use a portion or portions of the Work prior to Substantial Completion of all the Work; provided that no such use or occupancy shall commence before the insurers providing the property insurance have acknowledged notice thereof and in writing effected the changes in coverage necessitated thereby. The insurers providing the property insurance shall consent by endorsement on the policy or policies, but the property insurance shall not be canceled or lapse on account of any such partial use or occupancy.

CONTRACTOR'S RESPONSIBILITY FOR WORK

(Add to Sec. 107.12)

107.12.3 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

- a) all employees on the Work and other persons and organizations who may be affected thereby;
- b) all the Work and materials and equipment to be incorporated therein, whether in storage on or off the site; and
- c) other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and Underground Facilities not designated for removal, relocation or replacement in the course of construction.

CONTRACTOR shall comply with all applicable Laws and Regulations of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such safety and protection. CONTRACTOR shall notify owners of adjacent property and of Underground Facilities and utility owners when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. All damage, injury or loss to any property caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of OWNER or

ENGINEER/ARCHITECT or anyone employed by either of them or anyone for whose acts either of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of CONTRACTOR). CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and ENGINEER/ ARCHITECT has issued a notice to OWNER and CONTRACTOR that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

107.12.4 CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

SUBLETTING OF CONTRACT

(Add to Sec. 108.1)

108.1.5 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

TEMPORARY SUSPENSION OF WORK:

(Amends Sec. 108.6)

Delete "...engineer..." and replace with "ENGINEER/ARCHITECT or OWNER".

DEFAULT OF CONTRACT:

(Replaces Sec. 108.10)

Replace entire section and subsections with terms and conditions of the accepted bond(s).

PAYMENT ESTIMATES:

(Replaces Sec. 109.7.1)

109.7.1 CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by any Application for Payment, whether incorporated in the Project or not, will pass to OWNER no later than the time of payment free and clear of all Liens.

Contractor shall submit an Application for Payment filled out on the American Institute of Architects, AIA, Document G702, signed by a duly appointed officer of CONTRACTOR, covering the Work completed as of the date of the Application and accompanied by a spreadsheet showing pricing and percentage complete for each item. **Contractor to provide material quantity tickets for unit price items as requested by the Engineer (example) asphalt, rock, etc...**

- a) ENGINEER/ARCHITECT will, within ten days after receipt of each application for Payment, either indicate in writing a recommendation of payment and present the Application to OWNER, or return the Application to CONTRACTOR indicating in writing ENGINEER'S/ARCHITECT'S reasons for refusing to recommend payment. In the latter case, CONTRACTOR may make the necessary corrections and resubmit the Application. Ten days after presentation of the Application for Payment with ENGINEER'S/ARCHITECT'S recommendation will (subject to the provisions below) become due and payable, within 30 days by OWNER to CONTRACTOR.
- b) ENGINEER/ARCHITECT may refuse to recommend the whole or any part of any payment if, in ENGINEER'S/ARCHITECT'S opinion, it would be incorrect to make such representations to OWNER, ENGINEER/ARCHITECT may also refuse to recommend any such payment, or, because of subsequently discovered evidence or the results of subsequent inspections or tests, nullify any such payment previously recommended, to such extent as may be necessary in ENGINEER'S/ARCHITECT'S opinion to protect OWNER from loss because:
 - i. the Work is defective, or completed Work has been damaged requiring correction or replacement.
 - ii. the Contract Price has been reduced by Written Amendment or Change Order.
 - iii. of ENGINEER'S/ARCHITECT'S actual knowledge of the occurrence of any of the following:
 - Claims or liens, or any notice thereof, whether true or spurious.
 - Any breach by Contractor of any provision or obligation of this contract.
 - A reasonable doubt that the contract work can be completed for the balance then unpaid.
 - A reasonable doubt that the Contractor, for any reason, is unable to complete the contract work.
- c) OWNER may refuse to make payment of the full amount recommended by ENGINEER/ ARCHITECT because claims have been made against OWNER on account of CONTRACTOR'S performance or furnishing of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER

to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER/ ARCHITECT) stating the reasons for such action.

MISCELLANEOUS

TEMPORARY UTILITIES:

The Contractor will be required to furnish all necessary sanitary facilities, potable and construction water.

All temporary power or telephone service shall be furnished by the Contractor. The Owner will not provide telephone service.

Section 609 – Paved Drainage

(Add to section 609.10.5)

- (d) The flowable fill required for the curb and gutter shall be considered incidental to the unit cost of the curb and gutter.

I. TECHNICAL MODIFICATION TO THE STANDARD SPECIFICATION FOR MISCELLANEOUS ITEMS.

- 1.0 **Rubberized Edge / Joint Sealant:** The Contractor shall provide and place a hot-applied, single-component joint sealant to all new edges / joints where newly placed asphalt abuts existing concrete, or existing asphalt and shall be incidental to the project. The sealant shall comply with ASTM D 6690, Type II, and shall be black in color. These locations are typically where the new asphalt, or asphalt overlay touches the concrete curb and/or gutter, and at all feathered edges, butt joints, and sawcut joints. The sealant shall be “RoadSaver #222”, by Crafc0, Inc., or approved equal. Immediately prior to applying the sealant, the surfaces shall be examined by the Contractor, and thoroughly cleaned of all vegetation, loose materials, dirt, mud, water, frost and other objectionable materials. The Contractor shall comply with joint-sealant manufacturer’s written installation instructions and ASTM C 1193 recommendations for products and applications indicated, unless more stringent requirements apply. Immediately after application and before skinning, or curing begins, the sealant shall be tooled to form a smooth, uniform and homogeneous appearance, and to eliminate air pockets, fill all cracks and voids, and adhere firmly to the new/existing surfaces. All excess material that overruns into the gutters, or onto undesirable areas shall be removed immediately, and as directed by the Engineer. Use tooling agents that are approved in writing by the manufacturer, and that do not discolor sealants, or adjacent surfaces. The “finished” joint configuration shall comply with manufacturer’s written instructions, unless otherwise indicated. Contractor shall protect joint sealants, during and after curing period, from contact with contaminating substances and from damage resulting from construction operations, or other causes so sealants are without deterioration, or damage at time of Substantial Completion. If, despite such protection, damage and deterioration occurs, cut out and remove damaged, or deteriorated joint sealants immediately and replace with joint sealant so installations in repaired areas are indistinguishable from the original work.
- 2.0 Removal and replacement or reinstall of yard lights, wood fence, chain link fence, wire fence and landscape wall shall be with like or equal material as indicated on the drawings. Payment shall be made for the removal and replacement or reinstallation of all items at the appropriate contract unit price and shall include all labor, equipment and materials necessary to remove and reinstall the miscellaneous items and generally restore the site as indicated on the drawings and in accordance with the requirements of the plans and specifications.

PORTLAND CEMENT CONCRETE BASE AND PAVEMENT:

(Add to Sec. 502.15.2)

Finished concrete that exhibits "pop-outs", or other similar defects/failures greater than 1" in diameter will be unacceptable, and will require removal and replacement by the contractor.

AGGREGATE FOR CONCRETE:

(Amend Sec. 1005.2.1)

Under the "Deleterious Material Chart", delete Chert in Limestone **4.0** Percent by Weight, replace with Chert in Limestone **1.2** Percent by Weight.

CLARIFICATION:

All concrete for sidewalks and driveways shall use fine aggregate (Finish Sand) under section 1005.3.

J. TESTS AND INSPECTION RESPONSIBILITIES PROVIDED BY THE CONTRACTOR:

1.1 Description. The testing described as follows shall replace all testing per the latest updates of MoDOT specifications. Tests, inspections and approvals of portions of the Work required by the Contract Documents, or by laws, ordinances, rules, regulations, or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the **Contractor shall make arrangements for such tests, inspections and approvals** with a qualified and independent testing laboratory, or entity acceptable to the Owner, or with the appropriate public authority, **and shall bear all related costs of tests, inspections and approvals.** The Contractor shall give the Engineer timely notice of when and where tests and inspections are to be made so that the Engineer may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals which do not become requirements until after bids are received, or negotiations concluded.

1.2 Material Quality Assurance. Contractor to submit Material Certifications to the Engineer one week prior to beginning construction. Contractor to provide material quantity tickets for unit price items as requested by the Engineer (example) asphalt, rock, etc...

1.3 Testing and Inspection Reporting. Test results will be reported in writing to the Engineer and Contractor within 24 hours after tests. The reports/documents shall indicate the project identification name and number, date of placement of material, date of testing of material, name of testing agency, material type/class, test results, and project location(s) of material test(s) that failed, or were found to be inadequate. All compaction results, and compressive strength results shall meet, or exceed the standard MoDOT requirements and specifications for that particular material.

2.1 Asphalt Concrete Field Quality Control.

2.2 General. The Engineer **requires testing in-place asphalt concrete courses for compliance with requirements for thickness, compaction density (nuclear) and surface smoothness** (RE: GC-35, Article 13.9). Repair or remove and replace unacceptable paving as directed by Engineer.

2.3 Density. Asphalt concrete surface or base course shall be compacted to an average density of 92.0 – 97.0 of the theoretical maximum density. The average shall be based on tests representing a day's production. **A minimum of 4 tests shall be conducted on a day's production** at randomly selected locations as determined by the Engineer. The nuclear density test of each location shall consist of the average of 5 determinations of one minute duration and be performed in accordance with MoDOT TM 41.

2.4 Thickness. In-place compacted thickness will not be acceptable if exceeding following allowable variation from required thickness:

Base Course:	½" plus or minus the specified thickness
Surface Course:	¼" plus or minus the specified thickness
Fabric Level Course:	¼" plus or minus the specified thickness

2.4.1 Quantities exceeding the specified amount greater than the above tolerances will not be allowed. If justified, thicknesses exceeding these tolerances will require written justification, and may require core samples to determine location prior to payment request. Authorization by the Engineer will be required prior to placement of additional materials. Contractor shall provide 24 hour notification to Engineer prior to placing additional material. If Contractor fails to notify Engineer of additional material to be placed, payment for said additional material will be denied.

2.5 Surface Smoothness. Test finished surface of each asphalt concrete course for smoothness, using 10 ft. straightedge applied parallel with, and at right angles to, centerline of paved area. Surfaces will not be acceptable if exceeding the following tolerances for smoothness:

-	Wearing Course Surface: 3/16"
---	-------------------------------

2.5.1 Check surface areas at intervals as directed by Engineer.

2.6 Patching. Remove and replace paving areas mixed with foreign materials, and defective areas. Cut out such areas and fill with fresh, hot asphalt concrete. Compact by rolling to maximum surface density and smoothness.

3.1 Concrete Work Field Quality Control.

3.2 Sampling Fresh Concrete. ASTM C 172, except modified for slump to comply with ASTM C 94. Specimens to be insulated during initial curing.

3.3 Compression Test Specimen. ASTM C 31; one set of test cylinders (consisting of 3 samples) will be required for each 50 cu. yds. of concrete placed.

3.4 ACI Level I Testing. Air, Slump, Temperature, and Compressive Strength are to be tested per ASTM C 231, C 143, C 1064, and C 39, respectively. Testing must be performed by an ACI Level I Certified Technician.

4.1 Reporting. Test results will be reported in writing to Engineer and Contractor within 24 hours after tests. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing service, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials, compressive breaking strength and type of break for both 7 day tests and 28 day tests.

5.1 Additional Concrete Testing.

5.2 Surface Tolerances. Concrete pavement shall have a surface tolerance in all directions of 1/4" in ten feet (10'), when checked with a ten foot (10') straight edge.

5.3 Thickness. The Engineer, when in doubt as to thickness of the completed pavement, or structure may require core tests for determining actual thickness and for outlining areas of deficient thickness. Cores shall be taken at not less than one hundred foot (100') intervals. Thickness will be averaged between core holes. Deduction for deficiency in thickness shall be made according to the following table:

Deficiency in Thickness	Proportional Part of Contract Price Allowed
0.0 in. to 0.25 in.	100 percent
0.26 in. to 0.50 in.	Ratio= $\frac{(\text{Actual Thickness})^2}{(\text{Specified Thickness})^2}$
Greater than 0.50 in.	None

5.3.1 Repair of core holes shall be compensated for by the Contractor.

5.3.2 Where the structural strength of the concrete is seriously affected by the deficiency in thickness, the Engineer may order the removal and replacement of the work, so affected, at no additional expense to the Owner.

5.4 Defects and Slab Removal. The following defects will require full slab removal and replacement from joint to joint, at the sole expense of the contractor:

1. Differential settlement between adjoining concrete slabs.
2. Any cracks.
3. Depression holding water more than one-eighth inch (1/8") deep (the City has the option to permit isolated grinding of small areas of up to one-half (1/2") deep to promote drainage).
4. Any bumps, exceeding one-half inch (1/2") within ten feet (10') as by the straightedge. Once slab has been replaced the straightedge operation shall be repeated.
5. Overbreakage.
6. Any damage resulting from the negligence of the Contractor.
7. Excessive rain damage.

5.3.1 Half slab replacement, patching, or grout will not be allowed as a form of corrective measure.

6.1 Subgrade Inspection & Testing.

The Contractor shall notify Engineer/Owner a minimum of 48 hours prior to initiating pavement removal and/or grading operations, and provide to the Engineer/Owner the opportunity to observe subgrade conditions, proof-rolling operations, and to verify design bearing capacities. Should the Contractor perform this work without the presence of the Engineer/Owner, and should the Contractor encounter soils, or subgrade material suspected to be unsuitable, the Contractor shall cease operations and immediately notify the Engineer/Owner for visual inspection.

If Contractor does not provide for observation by Engineer/Owner of proof-rolling operations, Contractor may be required to test in-place, the compacted earthwork for compliance with requirements for density. If so directed to perform density testing, the Contractor is responsible for coordinating all testing, retesting, inspections, and approvals with an independent testing laboratory, or entity acceptable to the Owner, and shall bear all related costs, including demobilization and remobilization. Test results shall immediately be made available to Engineer/Owner, and the Contractor shall be responsible for correcting any deficiencies. Contractor shall not proceed with subsequent earthwork until previously completed work is found to be in compliance with requirements.

Contractor shall proof-roll subgrade below pavement with a loaded 10-wheel tandem-axle dump truck weighing not less than 15 tons, to identify soft pockets and areas of excess yielding. Do not proof-roll wet, or saturated subgrades. Completely proof-roll subgrade in one direction. If required by the Engineer/Owner, repeat proof-rolling in direction perpendicular to first direction. Limit vehicle speed to 3 mph.

Upon observation of the proof-rolling operations, should the Engineer/Owner request additional effort to further compact, or re-work the subgrade, the Contractor shall provide this work at no additional cost to the Owner. If subgrade is deemed to be "wet", the Contractor shall re-work the subgrade using acceptable methods to dry and compact the soils. Proof-roll & compact the subgrade, including drying & discing as necessary prior to placement of aggregate base.

Upon completion of the re-working of the subgrade, should the Owner/Engineer continue to have concerns about the adequacy of the subgrade, the Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections. The Contractor shall allow testing agency to inspect and test subgrades and each fill, or backfill layer. If test results indicate compaction and preparation of subgrade materials are not in compliance with the specifications, the Contractor shall bear all costs associated with inspection, testing and remediation.

If the subgrade is suspected by the Contractor to be "bad", deleterious and unacceptable, the Contractor shall notify the Engineer/Owner immediately. If the subgrade soils/materials are deemed by the Engineer/Owner to be "bad", or unsuitable, then SUBGRADE REMEDIATION of the material is required.

The unit cost per square yard for **SUBGRADE REMEDIATION** shall include the 6" deep excavation of the unsuitable subgrade material (soft spots, unsatisfactory soils, areas of excessive pumping, or rutting as determined by the Engineer/Owner), the furnishing and placing of subgrade fabric (Mirafi HP 270, or approved equal) directly upon the subgrade, the furnishing, placing and compaction of 3" minus aggregate, and the haul-off and disposal of all unsuitable material(s). Do not place aggregate when rain is imminent, unless pavement/materials

can be placed with Engineer's/Owner's approval to "seal" the subgrade to prevent saturation. The surface of the subgrade shall be smooth & level, free of depressions or humps. Should unsuitable soils extend deeper than 6", the Contractor shall remediate an additional 6" layer. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Engineer/Owner, without additional compensation. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

7.0 Schedule for Testing and Inspections (as required).

Type of Construction or Material	Tests and Inspections to Be Performed	Test and Inspection Frequency
Grading / Embankment	Density / Moisture (ASTM) - after compaction	One test, each consisting of two one minute readings, for every 100 tons of material placed.
Roadway Subgrade	Proof rolling with fully loaded tandem axel truck (15 ton minimum) – after compaction	Proof roll all exposed roadway subgrade to be witnessed by the Engineer. Contractor to notify Engineer 24 hours in advance of proof rolling.
Aggregate Base	Density/Moisture per ASTM D 2922 and ASTM D 3017 or per ASTM D6839 - after compaction	1 per 1000 tons, Min. of 1 per day
Asphaltic Concrete (surface or base)	Density – MoDOT TM 41 – after compaction	4 per day* 1 per 500 tons
Portland Cement Concete	Air, Slump, Temperature, and Compressive Strength per ASTM C 231, C 143, C 1064, and C 39, respectively. Must be performed by an ACI Level I Certified Technician	1 set of tests (3 cylinders) per day, or 1 set of tests for each 500 linear feet of curbing placed

* A minimum of 4 tests shall be conducted on a day's production at randomly selected locations, or as determined by the Engineer. The nuclear density test of each location shall consist of the average of 5 one minute determinations.

7.1 Testing methods and applicability for any work not listed above shall be in accordance with MoDOT requirements and specifications.

REINFORCING FIBERS FOR ASPHALT

DEFINITIONS

- A. **Reinforcing Fibers:** High tensile strength Aramid fiber blend specially formulated to reinforce hot mix asphalt.
- B. **Fiber reinforced asphalt concrete (FRAC):** A mixture of hot or warm mix asphalt and reinforcing fibers that has greater resistance to rutting, thermal cracking, fatigue cracking, and reflective cracking as compared to conventional non-fiber asphalt mixes.

- C. Aramid Dispersion State Ratio (ADSR): A measure of the dispersion efficiency of the Reinforcing Fibers within asphalt mixes. ADSR is calculated by comparing the mass of aramid in the individual state to the total mass of extracted aramid fibers, expressed as a percentage.

REFERENCES

- A. ASTM D2172, Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures
- B. ASTM D6931, Standard Test Method for Indirect Tensile (IDT) Strength of Bituminous Mixtures.
- C. AASHTO T322, Determining the Creep Compliance and Strength of Hot-Mix Asphalt (HMA) Using the Indirect Tensile Test Device.
- D. AASHTO TP79, Standard Method of Test for Determining the Dynamic Modulus and Flow Number (FN) for Asphalt Mixtures Using the Asphalt Mixture Performance Tester.
- E. Zeiada, W., Underwood, S., Stempihar, J., "Extraction of Aramid Fibers from Fiber Reinforced Asphalt Concrete – Special Test Method", Arizona State University, May 11, 2016.

SUBMITTALS

Submit the following as part of the bid package:

- A. Representative fiber product sample.
- B. Fiber product data sheet and certification from the Manufacturer that the fiber product supplied meets the requirements of this specification.
- C. Manufacturer's instructions and general recommendations.
- D. Performance test results of ADSR testing from a minimum of three separate laboratory trials to validate Dispersion Efficiency.
- E. Performance test results of IDT testing from a minimum of three separate laboratory trials to validate Cracking Resistance.
- F. Performance test results of FN testing from a minimum of three separate laboratory trials to validate Rutting Resistance.
- G. Submit a minimum of five unique project examples and references where the reinforcing fiber product was used within 250 miles of the project location.

MATERIALS AND PERFORMANCE

Reinforcing Fiber Properties:

- A. Provide a reinforcing fiber blend of Virgin Polyolefins and Virgin Aramids that meets the requirements in Table 1 and Table 2 below.

Table 1

Reinforcing Fiber Material Properties			
Property	Test Method	Polyolefin	Aramid
Form	Manufacturer Certification	Serrated	Monofilament
Nominal Specific Gravity	ASTM D276	0.91	1.44
Tensile Strength (psi)	ASTM D7269	NA ¹	400,000
Length (in)	Manufacturer Certification	0.75	0.75

1. Polyolefin fibers will melt or become plastically deformed during production

Table 2

Reinforcing Fiber Performance Properties			
Performance Measure	Test Method	Standard	Requirement

Dispersion Efficiency	Aramid Dispersion State Ratio (ADSR)	Modified ASTM D2172	≥ 85%
Cracking Resistance	Indirect Tensile Strength (IDT)	AASHTO T322 or ASTM D6931	≥ 20% increase
Resistance to Permanent Deformation (Rutting)	Flow Number (FN)	AASHTO TP79	≥ 35% increase

- a. Forta-Fi®, provided by the Forta Corporation, is an acceptable product and meets the performance and material properties outlined in this section [Contact Allen Akowicz at Alliance Geosynthetics, (636) 439-0341 or allen@alliancegeo.com]
- b. If a different aramid-based fiber blend is proposed, performance test results complying with Section D.2 below must be submitted at least two weeks prior to bid date for approval by engineer.
- c. Non-aramid fiber blends will not be considered as acceptable alternatives to this specification.

B. Performance Testing Requirements

1. Testing shall be from previously completed laboratory trials performed on plant mixed FRAC. Testing is not required on samples from the job mix.
2. Performance Testing must be from laboratory trials at a fiber dosage rate equal to the rate proposed for the project. Tests must be performed by an AASHTO accredited laboratory or nationally recognized university testing lab and must be reviewed and approved by the project engineer.
 - a. Indirect Tensile (IDT) Strength Tests from a minimum of three (3) separate laboratory trials.
 - b. Perform IDT tests using the protocol from AASHTO T322 or ASTM D6931.
 - c. Tests results shall include a control and a fiber reinforced mix. FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
 - d. IDT results from fiber specimens shall show an average tensile strength increase of 20 percent over control specimen with no less than 15 percent increase of average tensile strength.
 - e. Aramid Dispersion State Ratio (ADSR) Tests from a minimum of three (3) separate laboratory trials.
 - f. Perform ADSR test based on modified ASTM D2172 procedures as provided in the document entitled “Extraction of Aramid Fibers from Fiber Reinforced Asphalt Concrete – Special Test Method”. A copy of the modified extraction methodology can be obtained by making an inquiry to the Pavement and Materials Laboratory at Arizona State University at NCE@asu.edu.
 - g. To validate ADSR results, average extracted aramid fiber quantity must equal 0.007 percent by total sample weight with no individual result less than 0.005 percent of the total sample weight.
 - h. All tested fiber mixes must achieve a minimum ADSR of 85%.
 - i. Flow Number (FN) Tests from a minimum of three (3) separate laboratory trials.
 - j. Perform FN tests using the protocol from AASHTO TP79.

- k. Tests results shall include a control and a fiber reinforced mix. FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
- l. Results from fiber specimens shall each show an average FN increase of at least 35% over control specimens.

DELIVERY, STORAGE, AND HANDLING

- A. Deliver fiber-reinforcement in sealed, undamaged containers with labels intact and legible, indicating material name and lot number.
- B. Deliver fiber-reinforcement to location where it will be added to each batch or loaded into the mixer.
- C. Store materials covered and off the ground. Keep sand and dust out of boxes and do not allow boxes to become wet.

MIXING AND PRODUCTION

- A. Add aramid and polyolefin reinforcing fiber blends at a dosage rate of one (1) pound fiber per one (1) ton of asphalt.
- B. Add alternative aramid fiber blends at a rate proposed by the manufacturer that achieves the ADSR, IDT, and FN results required by Section D.
- C. Have a fiber manufacturer's representative on site during mixing and production. This requirement can be waived if fiber manufacturer and asphalt producer can supply evidence of manufacturer's brand of fiber being successfully produced a minimum of three times at the asphalt plant to be used for the project.
 1. Batch Plant. When a batch plant is used, add fiber to the aggregate in the weigh hopper and increase both dry and wet mixing times. Ensure that the fiber is uniformly distributed before the injection of asphalt cement into the mixture.
 2. Drum Plant:
 - a. Inject fibers through the RAP collar manually or by feeding them with a metered air blown system to promote rapid and complete fiber dispersion. Rate the feeding of fibers with the rate the plant is producing asphalt mix. If there is any evidence of fiber bundles at the discharge chute, increase the mixing time and/or temperature or change the angle of the fiber feeder line to increase dry mixing time.
 - b. Add fibers continuously and in a steady uniform manner. Provide automated proportioning devices and control delivery within $\pm 10\%$ of the mass of the fibers required. Perform an equipment calibration to the satisfaction of the fiber manufacturer's representative to show that the fiber is being accurately metered and uniformly distributed into the mix.
 - c. Include the following with the air blown system:
 - Low level indicators
 - No-flow indicators
 - A printout of feed rate status in pounds/minute
 - A section of transparent pipe in the fiber supply line for observing consistency of flow or feed.
 - Manufacturer's representative's approval of fiber addition system

PLACEMENT

- A. Follow manufacturer's and engineer's recommendations for placement of FRAC.

QUALITY CONTROL

- A. Aramid Dispersion Visual Test: Collect a 10kg sample of mix from the discharge chute during first 50 tons of production. Visually assess the state of aramid fibers in the sample according to Reference 4 (Section B of this specification) and rate the sample as "Pass" or "Fail".

1. "Pass" = All fibers exist in an Individual State and no Undistributed Clips or Agitated Bundles of fiber are detected.
 2. "Fail" = One or more Undistributed Clips or Agitated Bundles are detected.
- B. If a sample is rated as "Fail", adjust mixing operations to improve fiber dispersion and repeat Step 1 above.
 - C. If Visual Test results in three consecutive "Fail" ratings, plant mix samples should be sent to a third party laboratory for complete ADSR testing before production is allowed to commence.
 - D. In addition to Visual Test, use a shovel to inspect FRAC mix in the back of first three trucks and every tenth truck thereafter to confirm adequate blending of the fiber.
 - E. Remove any observed fiber bundles from placed mixture and adjust operations per the manufacturer's recommendation to eliminate future fiber bundle development, and repeat Steps 1 through 3 above to confirm adequate aramid fiber dispersion.

PAYMENT

- A. Payment shall be based on per ton of asphalt mix.

K. 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 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, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

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

L. LIQUIDATED DAMAGES FOR WINTER MONTHS

1.0 Description. Revise Sec 108.8.1.2 (a) and (b) and substitute the following for the project:

- (a) Liquidated damages will be assessed from December 15 to March 15
- (b) Liquidated damages will be assessed for Saturdays, Sundays and Holidays.

M. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

1.0 Description: Insert the following additional program provisions in the Disadvantaged Business Enterprise (DBE) Program Requirements of the General Provisions and Supplemental Specifications to 2011 Missouri Standard Specifications for Highway Construction.

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

- (a) Negotiating price.
- (b) Determining quality and quantity.
- (c) Ordering the material.
- (d) Paying for the material itself.
- (e) 30% of the work must be performed by the DBE’s permanent employees (which does not include owner-operators or leased employees) or those hired by the DBE firm for the project from an independent source other than the prime contractor, such as a union hall. For at least 30% of the work the DBE’s owned (not leased) equipment shall be used and the DBE must provide documentation that this owned equipment was used on the project as required by this provision.

(f) For up to 70% of the remaining work the equipment used by the DBE must be by long term lease (at least one year) with another DBE or non-DBE but not the prime contractor. The DBE must have absolute priority over other businesses or entities to use the long term leased equipment and must display the name and identification number of the DBE.

(g) The Contractor shall require DBE subcontractors to provide documentation in one of the following formats: bills of lading, hauling tickets, shippers manifest, and/or paid invoices. Regardless of the document format, the document(s) shall include the following information: name of the carrier, full name of the driver, driver ID number(s), truck and tanker ID or VIN number, and reflect the contract number, job number, county and route

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

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

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

3.0 When a DBE Regular Dealer of Liquid Asphalt is Not Eligible for DBE Credit.

(a) “If its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation.” 49 CFR § 26.55(c)(2)

(b) If the type of transaction does not allow the DBE subcontractor to perform one of the four required functions, such as a prime contractor deciding the price of a commodity to be supplied by the DBE, that transaction is not eligible for DBE credit.

(c) Work that is performed with trucks that are not owned nor under a lease of at least one year by the DBE will not be eligible for DBE credit.

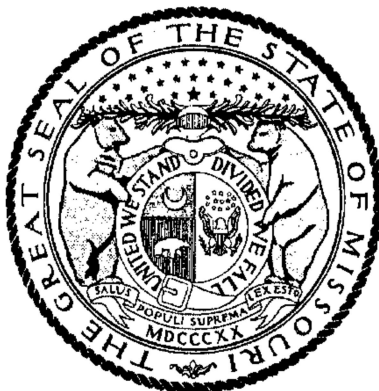
(d) A lack of documentation verifying that at least one DBE owned (not leased) tractor and tanker/ trailer was used to haul liquid asphalt on the project will result in no DBE credit given on that project.

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

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

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

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$65.45
Boilermaker	\$39.32*
Bricklayer	\$60.54
Carpenter	\$58.58
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$54.43
Plasterer	
Communications Technician	\$59.45
Electrician (Inside Wireman)	\$71.06
Electrician Outside Lineman	\$68.45
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$91.46
Glazier	\$65.02
Ironworker	\$65.54
Laborer	\$51.36
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$49.84
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$65.26
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$42.45
Plumber	\$73.66
Pipe Fitter	
Roofer	\$54.64
Sheet Metal Worker	\$69.85
Sprinkler Fitter	\$76.83
Truck Driver	\$39.32*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

Heavy Construction Rates for
ST. LOUIS County

Section 100

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$60.73
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$68.45
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.58
General Laborer	
Skilled Laborer	
Operating Engineer	\$66.22
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$49.97
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in Section 290.210 RSMo.

OVERTIME and HOLIDAYS

OVERTIME

For all work performed on a Sunday or a holiday, not less than twice (2x) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work.

For all overtime work performed, not less than one and one-half (1½) the prevailing hourly rate of wages for work of a similar character in the locality in which the work is performed or the public works contracting minimum wage, whichever is applicable, shall be paid to all workers employed by or on behalf of any public body engaged in the construction of public works, exclusive of maintenance work or contractual obligation. For purposes of this subdivision, **"overtime work"** shall include work that exceeds ten hours in one day and work in excess of forty hours in one calendar week; and

A thirty-minute lunch period on each calendar day shall be allowed for each worker on a public works project, provided that such time shall not be considered as time worked.

HOLIDAYS

January first;
The last Monday in May;
July fourth;
The first Monday in September;
November eleventh;
The fourth Thursday in November; and
December twenty-fifth;

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.



January 10, 2023

ADDENDUM NO. 2

Notice to All Persons and Firms Proposing
to Submit a Bid or Furnish Materials for
Wyncrest Drive Bridge No. 266
St. Louis County Project No. CR-1292
Federal Project No. BRO-B096(007)

The construction contract for this project has been revised as follows:

No. 1

Replace Federal Wage Rates dated September 2, 2022 with the attached Federal Wage Rates dated January 6, 2023.

REVISED FEDERAL WAGE RATES, IS ATTACHED AND SHOWS THE CHANGES NOTED IN ITEM NO. 1 ABOVE. FAILURE TO SUBSTITUTE THIS BID DOCUMENT MAY RESULT IN REJECTION OF THE BID.

ATTENTION BIDDERS: THE ADDENDUM ACKNOWLEDGEMENT IN THE BID DOCUMENTS MUST BE COMPLETED AND SUBMITTED WITH ALL BID PROPOSALS.

A handwritten signature in blue ink that reads "Pamela R. Thebeau".

Pamela R. Thebeau, P.E.
Assistant Division Manager – Project Development

JWK/DAH/dah
Attachment: Federal Wage Rates dated January 6, 2023

"General Decision Number: MO20230001 **01/06/2023**

Superseded General Decision Number: MO20220001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022: 	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 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 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022: 	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this

wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023

CARP0002-002 05/01/2022

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 39.94	19.50

CARP0005-006 05/01/2021

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 41.37	18.90
MILLWRIGHTS & PILEDRIVERS...	\$ 41.37	18.90

CARP0011-001 05/01/2022

	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.....	\$ 34.06	19.20
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 32.43	19.20
AUDRAIN (East of Hwy.19),		

RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES..\$ 34.07	19.20
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES..\$ 32.00	19.20
BENTON, MORGAN AND PETTIS...\$ 32.48	19.20
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....\$ 33.90	19.20
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....\$ 33.20	19.20
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....\$ 32.77	19.20
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....\$ 33.89	19.20
FRANKLIN COUNTY.....\$ 37.59	19.20
JEFFERSON AND ST. CHARLES COUNTIES.....\$ 39.94	19.50
LINCOLN COUNTY.....\$ 35.91	19.20
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....\$ 34.74	19.20
WARREN COUNTY.....\$ 36.38	19.20

ELEC0001-002 07/17/2022

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.....\$ 43.56		29.10

ELEC0002-001 09/04/2022

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.....	\$ 44.16	23.14
Groundman & Truck Driver....	\$ 33.74	19.34
Lineman & Cable Splicer.....	\$ 51.45	25.81

ELEC0053-004 08/01/2021

	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.....	\$ 33.58	18.34
Groundman.....	\$ 31.33	17.60
Lineman Operator.....	\$ 45.60	22.48
Lineman.....	\$ 50.31	24.11
Line Construction; (BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY AND SALINE COUNTIES)		
Groundman Powderman.....	\$ 33.58	18.34
Groundman.....	\$ 31.33	17.60
Lineman Operator.....	\$ 45.60	22.48
Lineman.....	\$ 50.31	24.11

ELEC0095-001 06/01/2020

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

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 27.43	17.44

ELEC0124-007 09/28/2021

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

	Rates	Fringes
Electricians.....	\$ 41.79	23.67

ELEC0257-003 03/01/2021

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

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 34.60	16.38

ELEC0350-002 12/01/2022

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.....	\$ 35.50	19.94

ELEC0453-001 09/01/2020

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS,		
DOUGLAS, GREENE, HICKORY,		
HOWELL, LACLEDE, OREGON,		
OZARK, POLK, SHANNON,		
WEBSTER and WRIGHT COUNTIES.	\$ 28.10	15.81

PULASKI and TEXAS COUNTIES...	\$ 32.76	16.27
STONE and TANEY COUNTIES....	\$ 23.89	14.99

ELEC0545-003 06/01/2022

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

	Rates	Fringes
Electricians:.....	\$ 36.00	16.39

ELEC0702-004 12/30/2019

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

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	\$ 30.31	29% + 7.75
Groundman-Equipment		
Operator Class II (all		
other equipment).....	\$ 38.46	29% + 7.75
Heavy-Equipment Operator		
Class I (all crawler type		
equipment D-4 and larger)...	\$ 43.88	29% + 7.75
Lineman.....	\$ 53.51	29% + 7.75

ENGI0101-001 05/01/2020

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 34.73	18.20
GROUP 2.....	\$ 34.33	18.20
GROUP 3.....	\$ 32.33	18.20

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and

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

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader 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 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.42	20.44
GROUP 2.....	\$ 37.38	20.44
GROUP 3.....	\$ 32.91	20.44
GROUP 4.....	\$ 36.26	20.44

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

GROUP 2: ""A"" Frame truck operator; back filler operator; boilers (1); chip spreader; churn drill operator; concrete

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

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

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

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

Shovels & backhoes, 3 yd. capacity or over.

 ENGI0101-022 05/01/2019

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 31.72	14.88
GROUP 2.....	\$ 31.37	14.88
GROUP 3.....	\$ 31.17	14.88
GROUP 4.....	\$ 29.12	14.88

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening
 spreader; asphalt plant console operator; autograder;
 automatic slipform paver; backhoe; blade operator - all
 types; boat operator - tow; boilers-2; central mix concrete
 plant operator; clamshell operator; concrete mixer paver;

crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

GROUP 2: A-frame; asphalt hot-mix silo; asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant man; asphalt plant mixer operator; asphalt roller operator; backfiller operator; barber-greene loader; boat operator (bridges and dams); chip spreader; concrete mixer operator - skip loader; concrete plant operator; concrete pump operator; crusher operator; dredge oiler; elevating grader operator; fork lift; greaser-fleet; hoisting engine - 1; locomotive operator - narrow gauge; multiple compactor; pavement breaker; powerbroom - self-propelled; power shield; rooter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$.25 above GROUP 1 rate:

Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers, 100 ft. of boom or over (including jib);
Draglines - 3 yds. or over; Hoists - each additional active drum over 2 drums; Shovels - 3 yds. or over;

The following classifications shall receive \$.50 above GROUP 1 rate:

Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft.

to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$.75 above GROUP 1 rate:

Cranes - Rigs or Piledrivers, 200 ft. of boom or over (including jib.).

ENGI0513-004 05/05/2022

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.36	28.93
GROUP 2.....	\$ 38.36	28.93
GROUP 3.....	\$ 37.06	28.93
GROUP 4.....	\$ 36.61	28.93

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power

from other sources including concrete breakers, jackhammers and Barco equipment (no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating on or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self-propelled) moving brick and concrete (distributing on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00;
Crane, climbing (such as Linden) - \$.50;
Crane, Pile Driving and Extracting - \$.50
Crane with boom (including job) over
100 ft from pin to pin - add \$.01 per foot
to maximum of \$4.00);
Crane, using rock socket tool - \$.50;
Derrick, diesel, gas or electric hoisting material
and erecting steel (150 ft or more above ground) - \$.50;

Dragline, 7 cu yds and over - \$.50;
 Hoist, Three or more drums in use - \$.50;
 Scoop, Tandem - \$.50;
 Shovel, Power - 7 cu yds and over - \$.50;
 Tractor, Tandem Crawler - \$.50;
 Tunnel, man assigned to work in tunnel or
 tunnel shaft - \$.50;
 Wrecking, when machines are working on
 second floor or higher - \$.50

 ENGI0513-006 05/01/2022

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.....	\$ 33.24	28.75
GROUP 2.....	\$ 32.89	28.75
GROUP 3.....	\$ 32.69	28.75
GROUP 4.....	\$ 29.04	28.75

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening
 spreader, asphalt plant console operator; autograder;
 automatic slipform paver; back hoe; blade operator - all
 types; boat operator tow; boiler two; central mix concrete
 plant operator; clam shell operator; concrete mixer paver;
 crane operator; derrick or derrick trucks; ditching
 machine; dozer operator; dragline operator; dredge booster
 pump; dredge engineman; dredge operator; drill cat with
 compressor mounted on cat; drilling or boring machine
 rotary self-propelled; highloader; hoisting engine 2 active
 drums; launchhammer wheel; locomotive operator standrad
 guage; mechanics and welders; mucking machine; piledriver
 operator; pitman crane operator; push cat operator;
 quad-trac; scoop operator; sideboom cats; skimmer scoop
 operator; trenching machine operator; truck crane, shovel
 operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller
 operator asphalt plant fireman (drum or boiler); asphalt

plant man; asphalt plant mixer operator; backfiller operator; barber-green loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow gauge; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; roter; 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 machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

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

FOOTNOTE: HOURLY PREMIUMS

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

ENGI0513-007 05/05/2022

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.36	28.93
GROUP 2.....	\$ 38.36	28.93
GROUP 3.....	\$ 37.06	28.93
GROUP 4.....	\$ 36.61	28.93

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; atthey 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 04/01/2022

	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.....	\$ 32.50	32.68
ATCHISON, BATES, BUCHANAN, CALDWELL, CARROLL, CASS, CLAY, CLINTON, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, SALINE, AND RAY COUNTIES....	\$ 35.50	32.68

IRON0321-002 08/01/2022

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	\$ 23.50	19.96

IRON0396-004 08/04/2021

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.....	\$ 36.71	28.96

IRON0396-009 08/04/2021

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.....	\$ 32.24	28.96

IRON0577-005 06/01/2022

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

	Rates	Fringes
Ironworker.....	\$ 28.80	25.05

IRON0584-004 06/01/2022

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

	Rates	Fringes
Ironworkers:.....	\$ 28.00	16.00

IRON0782-003 08/01/2022

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.....	\$ 35.13	28.27
All Other Work.....	\$ 30.73	24.12

LABO0042-003 03/02/2022

ST. LOUIS (City and County)

	Rates	Fringes
--	-------	---------

LABORER

Plumber Laborer.....\$ 35.80 16.77

LABO0042-005 03/02/2022

ST. LOUIS (City and County)

Rates Fringes

LABORER

Dynamiter, Powderman.....\$ 35.80 16.77
Laborers, Flaggers.....\$ 35.80 16.77
Wrecking.....\$ 35.80 16.77

LABO0110-005 05/01/2022

Jefferson and Washington Counties

Rates Fringes

LABORER (Jefferson County)

GROUP 1.....\$ 34.49 15.42
GROUP 2.....\$ 35.09 15.42

LABORER (Washington County)

GROUP 1.....\$ 32.10 15.42
GROUP 2.....\$ 32.10 15.42

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; toppler of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for

bridge piers and footing in the river; barco tamper;
jackson or any other similar tamp; cutting torch man;
liners, curb, gutters, ditch lines; hot mastic kettlemen;
hot tar applicator; hand blade operator; mortar men or
brick or block manholes; rubbing concrete, air tool
operator under 65 lbs.; caulker and lead man; chain or
concrete saw under 15 h.p.; signal Gan; Guard rail and sign
erectors.

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

LABO0579-005 05/01/2022

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1.....	\$ 28.29	16.34
GROUP 2.....	\$ 28.64	16.34
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.....	\$ 27.28	15.55
GROUP 2.....	\$ 27.83	15.55
LABORER (LAFAYETTE COUNTY)		
GROUP 1.....	\$ 28.83	15.80
GROUP 2.....	\$ 29.18	15.80

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 nozzlemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0660-004 05/01/2022

Clark, Knox, Lewis, Marion, Pike, Ralls, Scotland, Shelby
Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

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; toppler of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties 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; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous

waste removal and/or disposal

LABO0660-006 06/01/2022

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 35.91	15.42

LABO0662-001 05/01/2022

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

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; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or

concrete saw under 15 h.p.; signal Gan; Guard rail and sign
erectors.

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

LABO0663-002 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 33.05	16.81
GROUP 2.....	\$ 34.26	16.81

LABORERS CLASSIFICATIONS

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

work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

LABO0840-011 05/01/2022

Crawford, Dent, Franklin, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties

	Rates	Fringes
LABORER (Crawford, Dent, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties)		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42
LABORER (Franklin County)		
GROUP 1.....	\$ 34.44	15.42
GROUP 2.....	\$ 35.04	15.42

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet

not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower 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 cable ties 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

LABO0955-012 05/01/2022

Adair, Audrain, Boone, Chariton, Cooper, Howard, Linn, Macon,
Monroe, Putnam, Randolph, Schuyler and Sullivan Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

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; toppler of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties 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; stringline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

LABO1104-005 05/01/2022

Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron,

Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Ripley, Scott, St Francois, Ste Genevieve, Stoddard and Wayne Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

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; toppler of standing trees; 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 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 tamper; 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

PAIN0002-002 09/01/2007

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

	Rates	Fringes
Painters:		
Brush and Roller; Taper.....	\$ 28.61	10.24
High work over 60 feet.....	\$ 29.11	10.24
Lead Abatement.....	\$ 29.36	10.24
Pressure Roller; High work under 60 ft.....	\$ 28.86	10.24
Spray & Abrasive Blasting; Water Blasting (Over 5000 PSI).....	\$ 30.61	10.24
Taper (Ames Tools & Bazooka).....	\$ 30.21	10.24

PAIN0002-006 04/01/2020

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.....	\$ 26.64	13.98
Brush and Roll; Taping, Paperhanging.....	\$ 24.64	13.98
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement.....	\$ 25.64	13.98
Spray; Structural Steel (over 50 feet).....	\$ 24.64	13.98
Tapers using Ames or		

Comparable Tools.....\$ 25.39 13.98

PAIN0003-004 04/01/2019

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

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement;		
Sandblast; Storage Bin &		
Tanks.....	\$ 33.41	17.76
Brush & Roller.....	\$ 30.54	17.76
Drywall.....	\$ 31.74	17.76
Paper Hanger.....	\$ 31.04	17.76
Stageman; Beltman;		
Steelman; Elevator Shaft;		
Bazooka, Boxes and Power		
Sander; Sprayman; Dipping...	\$ 32.41	17.76
Steeplejack.....	\$ 36.98	17.76

PAIN0003-011 04/01/2019

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.....	\$ 26.73	17.76
Brush & Roller.....	\$ 24.43	17.76
Drywall.....	\$ 25.39	17.76
Paper Hanger.....	\$ 24.83	17.76
Stageman; Beltman;		
Steelman; Elevator Shaft;		
Bazooka, Boxes and Power		
Sander; Sprayman; Dipping...	\$ 26.35	17.76
Steeplejack.....	\$ 29.58	17.76

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

PAIN1185-008 04/01/2022

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

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 31.28	14.58
Floor Work.....	\$ 32.28	14.58
Lead Abatement.....	\$ 32.28	14.58
Spray.....	\$ 32.28	14.58
Structural Steel, Sandblasting and All Tank Work.....	\$ 33.28	14.58
Taping, Paperhanging.....	\$ 32.28	14.58

PAIN1292-002 09/01/2022

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.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 31.58	15.36

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

PAIN1292-003 09/01/2022

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

COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 31.58	15.36

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

PAIN2012-001 04/20/2022

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

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 33.35	18.73
Sandblaster.....	\$ 37.27	18.73
Steeplejack.....	\$ 40.84	18.73

PLAS0518-006 03/01/2022

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...	\$ 25.77	12.43

PLAS0518-007 04/01/2022

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

	Rates	Fringes
Cement Masons:.....	\$ 35.12	18.30

PLAS0518-011 04/01/2022

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.93	20.50

PLAS0527-001 04/01/2021		

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND		
WARREN COUNTIES.....	\$ 34.79	19.58
JEFFERSON, ST. CHARLES		
COUNTIES AND ST. LOUIS		
(City and County).....	\$ 35.96	19.56

PLAS0527-004 06/01/2021		

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

	Rates	Fringes
CEMENT MASON.....	\$ 30.30	19.48

PLAS0908-001 05/01/2021		

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

	Rates	Fringes
CEMENT MASON.....	\$ 30.30	17.53

PLAS0908-005 05/01/2021		

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.....	\$ 30.30	17.53
-------------------	----------	-------

PLUM0008-003 06/01/2022

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 51.28	23.29

PLUM0008-017 06/01/2022

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

	Rates	Fringes
Plumbers.....	\$ 51.28	23.29

PLUM0045-003 08/01/2022

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 41.35	25.45

PLUM0178-003 11/01/2022

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 35.75	15.32

PLUM0178-006 11/01/2022

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects \$750,000 & under...	\$ 32.78	15.32
Projects over \$750,000.....	\$ 35.75	15.32

PLUM0533-004 06/01/2022

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

	Rates	Fringes
Pipefitters.....	\$ 51.43	23.35

PLUM0562-004 07/01/2022		

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.....	\$ 44.66	21.49
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....	\$ 44.66	21.49

PLUM0562-016 07/01/2022		

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.....	\$ 44.66	21.49
Mechanical Contracts		
including all piping and		

temperature control work over \$7.0 million.....	\$ 44.66	21.49
---	----------	-------

TEAM0013-001 05/01/2022

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....	\$ 32.44	14.75
GROUP 2.....	\$ 32.60	14.75
GROUP 3.....	\$ 32.59	14.75
GROUP 4.....	\$ 32.71	14.75
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1.....	\$ 33.17	14.75
GROUP 2.....	\$ 33.33	14.75
GROUP 3.....	\$ 33.32	14.75
GROUP 4.....	\$ 33.44	14.75
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1.....	\$ 35.53	14.75
GROUP 2.....	\$ 35.64	14.75
GROUP 3.....	\$ 35.68	14.75
GROUP 4.....	\$ 35.75	14.75
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1.....	\$ 35.18	14.75
GROUP 2.....	\$ 34.29	14.75
GROUP 3.....	\$ 35.33	14.75
GROUP 4.....	\$ 34.40	14.75

TRUCK DRIVERS CLASSIFICATIONS:

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

Single Axle

GROUP 2: Agitator and Transit Mix Trucks

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

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

TEAM0056-001 05/01/2020

	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.....	\$ 31.37	14.25
GROUP 2.....	\$ 31.53	14.25
GROUP 3.....	\$ 31.52	14.25
GROUP 4.....	\$ 31.64	14.25
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)		
GROUP 1.....	\$ 30.64	14.25
GROUP 2.....	\$ 30.80	14.25
GROUP 3.....	\$ 30.79	14.25
GROUP 4.....	\$ 30.91	14.25
Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)		
GROUP 1.....	\$ 32.58	14.25
GROUP 2.....	\$ 32.69	14.25

GROUP 3.....	\$ 32.73	14.25
GROUP 4.....	\$ 32.80	14.25

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
Truck drivers:		
Traffic Control Service		
Driver.....	\$ 20.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

TEAM0541-001 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 34.71	16.75
GROUP 2.....	\$ 34.14	16.75
GROUP 3.....	\$ 33.62	16.75

TRUCK DRIVERS CLASSIFICATIONS

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

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 33.30	13.79+a+b+c+d
GROUP 2.....	\$ 33.50	13.79+a+b+c+d
GROUP 3.....	\$ 33.60	13.79+a+b+c+d

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

FOOTNOTE FOR TRUCK DRIVERS:

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

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

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

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

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 National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

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

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

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

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

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

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

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

=====

END OF GENERAL DECISION"