

**RUSSELL AVENUE SHARED USE PATH &  
DEER CREEK GREENWAY CONNECTOR  
Federal Project # TAP-5577(638)**

**ADDENDUM No. 1**

**DATE: 9/15/2023**

RUSSELL AVENUE SHARED USE PATH &  
DEER CREEK GREENWAY CONNECTOR  
Federal Project # TAP-5577(638)

ADDENDUM No. 1

DATE: 9/15/2023

The following items have been modified:

**General:**

- **Pre-bid Meeting Minutes** were added.
- **Pre-bid Sign-in Sheet** was added.
- **Exhibit B** was added.

**Bid Book:**

- **Exhibit C** was added to the end of the document.
- Bid book modified to remove documents out of sequence.

**Job Special Revisions:**

- JSP B – **Work Zone Traffic Management Plan** is revised.
- JSP C – **Project Contact for Contractor / Bidder Questions** is revised.
- JSP N – **Great Rivers Greenway (GRG) Signs** is revised.
- JSP T – **Utilities** is revised.
- JSP CC – **Add Alternate Bid Items** is revised.

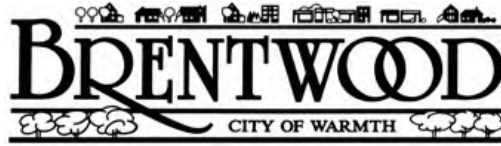
**Plans Sheets:**

Russell Avenue Shared Use Path

- Sheet 2B – **Schedule of Quantities** is revised.
- Sheet 4 - **Plan Sheet** is revised.
- Sheet 5 - **Plan Sheet** is revised.

Great Rivers Greenway Connector Project Part B (Brentwood Blvd)

- DP-201 – **Existing Conditions and Demolition** Plan is revised.
- DP-202 – **Existing Conditions and Demolition** Plan is revised.
- DP-203 – **Existing Conditions and Demolition** Plan is revised.
- PP-101 – **Plan and Profile – Brentwood Boulevard (GRG)** is revised.
- PP-102 – **Plan and Profile – Brentwood Boulevard (GRG)** is revised.
- PP-103 – **Plan and Profile – Brentwood Boulevard (GRG)** is revised.
- PP-105 – **Plan and Profile – Brentwood Boulevard (GRG)** is revised.



**Brentwood Bound**  
**Russell Avenue Share Use Path**  
**and**  
**Deer Creek Greenway Connector**  
**Federal Project # TAP-5577(638)**

**Pre-Bid Minutes**  
**September 13, 2023**

**1. INTRODUCTIONS**

- a. City of Brentwood – Owner
  - i. Eric Gruenenfelder - Director of Parks & Recreation
  - ii. Dan Gummersheimer - Director of Public Works
- b. Great Rivers Greenway – Project Partner
  - i. Angelica Gutierrez - Senior Project Manager
- c. Navigate Building Solutions – Owner Representative/Construction Manager
  - i. Jack Blase, Project Manager
  - ii. John Bezich, Construction Management Field Representative
- d. TWM – Lead Designer for Russell Avenue Share Use Path
  - i. Ryan Cerniglia, Project Manager
- e. Jacobs – Lead Designer for Deer Creek Greenway Connector
  - i. Spencer Kelly, Project Manager

**2. PROJECT OVERVIEW:**

- a. The project is for construction and improvements to Russell Avenue and South Brentwood Blvd consisting of shared use paths, curb ramps and other pedestrian facilities along Russell Avenue and South Brentwood Boulevard, signal improvements, roadway and drainage improvements, new shared use path, curb ramps and other pedestrian facilities, bridge widening over



Deer Creek, coldmilling and resurfacing of asphalt along Brentwood Blvd, and landscaping.

- b. The engineers estimate for this project is \$2.3 million.

### 3. **FRONT END & BIDDING REQUIREMENTS**

- a. Bid proposals are to be submitted in a sealed envelope and delivered to:

The City of Brentwood  
Attention: Deputy City Clerk  
2348 S. Brentwood Boulevard  
Brentwood, MO 63144

Proposals will be received in person no later than 10:00 a.m. Central Time on Thursday September 28, 2023, at Brentwood City Hall. Bids received after 10:00 a.m. will not be accepted. The public bid opening and reading will be at 10:15 **a.m.**, at Brentwood City Hall.

- b. Fax or email bids will not be accepted. Unsigned bids will not be accepted. Late bids will not be accepted. Proposals received at GRG's Office, TWM's Office, Jacobs' Office, or Navigate's Office will not be accepted.
- c. Bid packages will be hosted and distributed electronically via Brentwood's Official Website (<https://www.brentwoodmo.org/bids.aspx>). Hard copies will not be available for purchase. Bidders may make printed copies of the bid documents (plans, project manual, and a bid packet) at their own expense.
- d. Bidders must complete and submit, at a minimum, the following for their bid to be considered responsive:
  - i. A completed, signed, and sealed Bid Form acknowledging receipt of all addenda or acknowledging that there were none, if applicable.
  - ii. The Bid Security required by the Project Manual.
    - 1. In the amount of five percent (5%) of the bid amount.
  - iii. A signed E-Verify Affidavit and Memo of Understanding (MOU).
  - iv. Completed DBE Submittal Forms within three business days of the bid opening.
    - 1. The DBE Contract Goal for this project is 14%, and DBE firms must be certified by MoDOT to attain credit towards this contract goal. There is no On-the-Job Trainee goal.
    - 2. **Important:** Only DBE's listed on MoDOT's Missouri Regional Certification Committee (MRCC) directory may be used

towards obtaining the DBE goal on the project. **MBE's and WBE's not listed in the MRCC directory will not qualify.**

- e. For a contractor to be awarded this project the contractor must have a fully responsive contractor questionnaire on file with the Missouri Highway and Transportation Commission at least 7 days prior to the bid opening date. All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the current Missouri Standard Specifications for Highway Construction. No Second Tier Subcontracting will be allowed.
- f. The City of Brentwood intends to award the contract to the lowest, responsible, responsive bidder capable of performing class of work covered by Bid. The City of Brentwood reserves the right to reject any and all bids, and to waive any irregularities in the best interest of the owner with MoDOT's consent.
  - i. The Owner will obtain concurrence of award from MoDOT prior to awarding the Contract.
- g. This project is prevailing wage project. The successful Bidder is required to comply in all respects with applicable statutory provisions concerning payment of prevailing wages on public works, Sections 290.210 through 290.340 R.S. Mo. 1959, as currently amended, and shall pay to all workmen performing under work contract not less than prevailing hourly rate of wages as determined by the Department of Labor and Industrial Relations of the State of Missouri. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 30", that is attached to the bidding documents.
- h. The successful bidder shall furnish a Performance and Payment Bond in an amount equal to one hundred percent (100%) of the total Contract Sum Bid amount will be required of the selected bidder. The Surety shall be a company licensed to do business in the State of Missouri and shall be acceptable to the Owner.
  - i. The cost of these bonds must be included in the total Contract Sum Bid amount.
- i. The successful contractor, by signing the contract certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo.
- j. The successful contractor will be required to meet the insurance and permitting requirements of the bid, the specifications, and the provisions of section 227.100 RSMo. Please note the insurance and permitting

provisions of JSP “U. – St. Louis County Special Use Permit” and JSP “D.D. – Union Pacific Railroad Coordination and Requirements”.

- k. The successful contractor (or its subcontractors) is responsible for all permits, notifications, tap/connection fees required by utility companies, state, county, local, regional, and federal authorities and agencies necessary for the proper execution and completion of the Work. This includes, but is not necessarily limited to, Saint Louis County, Metropolitan St. Louis Sewer District, Union Pacific Railroad, **and Webster Groves**. The City will waive the costs for any City of Brentwood permits.
- l. The City of Brentwood will issue a Tax Exemption certificate for this project.
- m. It is anticipated that contract award will be issued November 2023, and an initial Notice to Proceed (Phase 1) will be issued November 2023. Notice to Proceed (Phase 2) is anticipated to be issued November 2024. Reference Schedule Constraints and Phasing below for more information.
- n. All question or clarification shall be submitted by email to the following person and should include in the subject line the title of the project (i.e. “Russell Avenue Share Use Path & Deer Creek Greenway Connector – Bid Question”). The questions shall include the specific area of work (such as “Concrete Paving”), the drawing page number and/or the specification section. This will help in the distribution of the questions to the appropriate designer(s).

Send Questions to:

Jack Blase

Navigate Building Solutions

Email: [jack@navigatebuildingsolutions.com](mailto:jack@navigatebuildingsolutions.com)

Clarifications must be submitted via email to Navigate Building Solutions by 5 pm Wednesday, September 20, 2023. An addendum will be issued on Friday, September 22, addressing any last-minute questions / clarifications.

All responses to clarifications received will be in the form of an Addendum, copies of which will be posted electronically to Brentwood’s Official Website under the bid opportunity (<https://www.brentwoodmo.org/bids.aspx>).

- o. Necessary changes or corrections in plans or specifications during time of bidding will be issued in writing or as drawings in form of Addenda which will be posted electronically to Brentwood’s Official Website.

#### **4. Staging, Coordination, and Special Provisions**

- a. Staging and laydown for Construction:
  - i. A construction staging and laydown area will be made available in the public parking area off Russell Avenue subject to final approval by the City.

- ii. No staging or laydown will be permitted south of the Metro bus facility along Brentwood Blvd.
  - iii. Working hours are Monday – Friday 7:00 a.m. – 6:00 p.m. Saturday work is allowed between 10 a.m. and 4 p.m. Construction work to be done on Sunday (10 a.m. to 4 p.m.) or requests to work outside the hours identified herein requires prior approval from the City Administrator. All requests for weekend work must be submitted in writing by 3:00 p.m. on the Thursday prior to the weekend. This also allows Brentwood Police and Fire Departments to be notified in advance of afterhours work activities.
- b. Always maintain a clean worksite, pick up loose trash daily, and ensure that stored materials onsite are neatly organized and maintained.
  - c. Access to private driveways and businesses 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 the pavement. Coordinate work activities closely with residents and business owners to minimize impacts and disruptions.
  - d. This Contractor will need to fully coordinate their work responsibly with the other Construction projects that are ongoing or planned to start in the future, see the list below for the known projects. The City cannot warrant the schedule projections identified herein, which were provided by the respective parties.
    - i. **Union Pacific Railroad** – Crossing and Signal Improvements at S. Brentwood Blvd. The contractor shall be aware that certain improvements within the scope of this project cannot begin until after UP has completed their crossing and signal improvements. The projected completion of Union Pacific's work is anticipated by 11/1/2024.
    - ii. **Ameren** – Russell Avenue Overhead Power Relocation. Ameren Missouri plans are developed to remove and relocate Ameren poles, guys, and overhead line connections along Russell Avenue. Ameren Missouri's work is projected to be completed by 12/31/23.
    - iii. **Missouri American Water Company** – Waterline Relocation on S. Brentwood Blvd within Union Pacific Right-of-Way. Missouri American Water Company plans are developed to relocate a portion of the waterline along S. Brentwood Blvd. Missouri American Water Company's work is projected to be completed by 5/15/24.
    - iv. **Charter Communications** – Russell Avenue Overhead Relocation. Ameren Missouri plans are developed as detailed above and extend

to Charter Communications' service(s) on these poles. Charter Communications work is projected to be completed by 01/31/24.

- v. **AT&T – Russell Avenue Overhead Relocation.** Ameren Missouri plans are developed as detailed above and extend to AT&T's service(s) on these poles. AT&T's work is projected to be completed by 01/31/24.
- e. **Schedule Constraints and Phasing.** Contractor shall include all cost and contingencies for successfully implementing the following:
  - i. **Brentwood Days** is a Friday – Sunday celebration held annually by the City of Brentwood, usually held the third weekend of September. Vendor booths and other event items are setup at the Brentwood Sports Complex located on the south side of Russell Avenue. During the week leading up to and including the annual Brentwood Days celebration, the following applies:
    - 1. Russell Avenue shall have no active lane closures.
    - 2. No work shall occur on the sidewalk.
    - 3. All parking along Russell Avenue shall be available and no construction parking or material storage on the street is allowed.
    - 4. The City's lots on both sides of Hilldale Drive shall be available and in good shape, and no construction parking or material storage shall be allowed on the properties.
  - ii. **Phasing** – The Work shall be planned and executed in two overall phases. Phase 1 shall be achieved no later than 5/15/24 from the date of initial Notice to Proceed (Phase 1 NTP). Phase 2 shall be achieved no later than (5) months from the date of subsequent Notice to Proceed (Phase 2 NTP) anticipated to be issued November 2024 following completion of Union Pacific Railroad's crossing and railroad signal improvements at S. Brentwood Blvd. Final Completion of the entire project shall be achieved no later than a cumulative total of three hundred sixty-five (365) calendar days from and including the respective dates of the aforementioned Notices to Proceed (Phase 1 and Phase 2 NTPs). Reference Exhibit "B" for more information.
    - 1. **Phase 1A – Improvements to the intersection of Brazeau Ave and S. Brentwood Blvd** for providing for a fully-accessible, compliant entrance roadway for the limits captured in Exhibit "B" must be completed by 3/31/24 to coincide with the planned opening of Brentwood's Destination Playground. Include the cost of temporary signage and traffic control measures (ie stop signs,

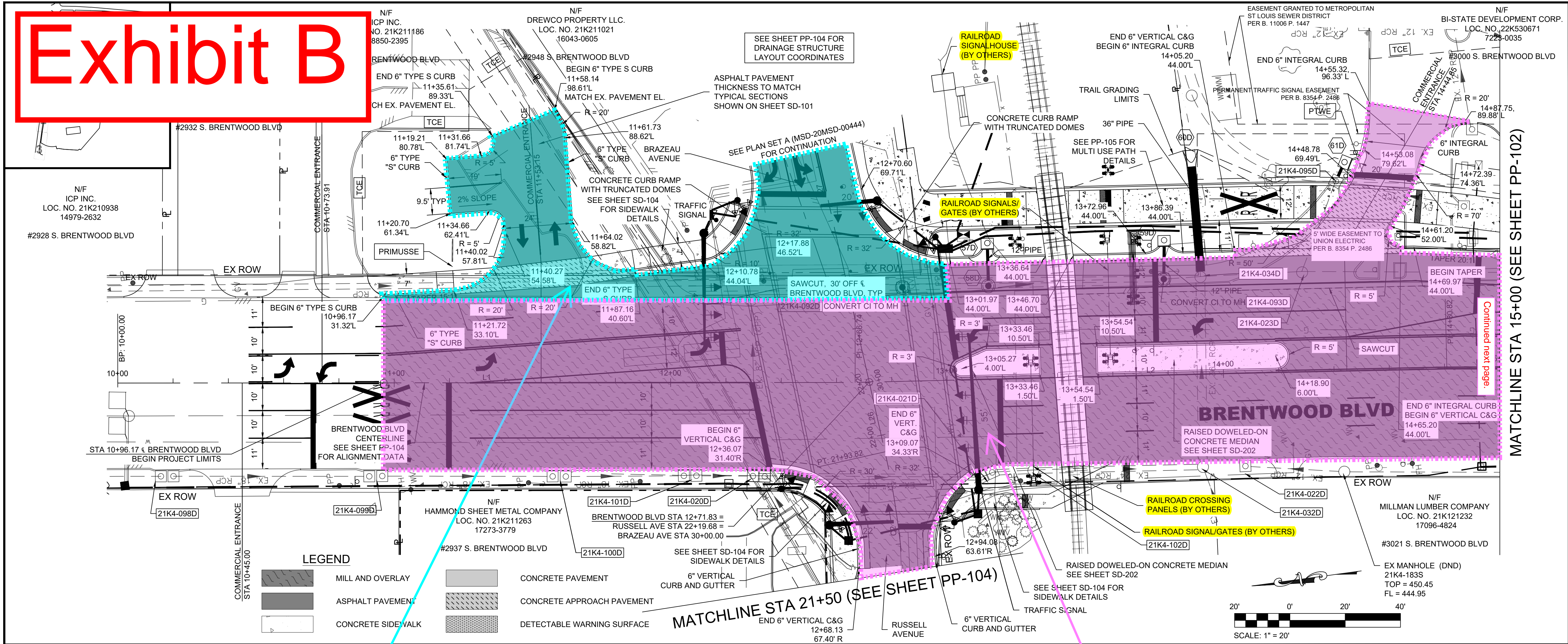
temporary striping, etc) as necessary to provide an accessible and compliant entrance roadway prior to completion of the final intersection improvements and signaling.

2. **Phase 1B – Remaining work preceding the Union Pacific Railroad crossing and signal improvements.** This shall include all landscaping improvements incidental to the Phase 1 work by the date listed above.
3. **Phase 2 – All work that succeeds the Union Pacific Railroad crossing and railroad signal improvements.** This shall include all landscaping improvements incidental to the Phase 2 Completion.

## 5. Comments

- a. **Bridge work can begin immediately following Phase 1 NTP. There's no known utility work By Others constraining this activity.**
- b. **Metro is aware of the upcoming work activities and impacts to their commercial entrances.**
- c. **Requirements for pedestrian traffic control in accordance with MUTCD are contained in the Plans and Bid Book.**
- d. **UPRR flagging services and liability insurance are a requirement of the project.**
- e. **Roadway traffic control requirements for Russell Avenue are contained in the Plans and Bid Book. Lane closures on Russell Avenue will require prior approval of the City of Brentwood Department of Public Works.**
- f. **Contractors are encouraged to closely review the St. Louis County and Union Pacific Railroad permitting and insurance requirements.**

# Exhibit B



**PHASE 1A** - Provide a fully-accessible, compliant entrance roadway by no later than 3/31/24 to accommodate the planned Ribbon-Cutting Ceremony and Grand Opening of Brentwood's Destination Playground. Include the cost of temporary signage and traffic control measures (ie stop signs, temporary striping, etc) as necessary. All work identified within these limits shall be completed by no later than 3/31/24.

**PHASE 2** - All work that succeeds the Union Pacific Railroad crossing and railroad signal improvements. This shall include all landscaping improvements incidental to the Phase 2 Completion. All work identified within these limits shall be achieved no later than (5) months from the date of Phase 2 NTP which is anticipated to be issued following completion of Union Pacific Railroad's crossing and railroad signal improvements at S. Brentwood Blvd.



GREAT RIVERS GREENWAY  
CONNECTOR PROJECT  
PART B  
TAP-5577(638)  
PLAN & PROFILE - BRENTWOOD  
BOULEVARD (GRG)

# Jacobs

JACOBS ENGINEERING GROUP INC.  
501 NORTH BROADWAY  
ST. LOUIS, MISSOURI 63102-2131  
PHONE: 314-335-4000  
CERTIFICATE OF AUTHORITY: 000704  
EXPIRATION DATE: DECEMBER 31, 2022



401 S. 18TH ST., STE. 400 SAINT LOUIS, MO 63103-2296  
314-531-4321 • FAX 314-531-6966 • WWW.HORNERSHIFRIN.COM  
DISCIPLINE: PROFESSIONAL ENGINEERING  
CERTIFICATE OF AUTHORITY: 000159  
EXPIRATION DATE: DECEMBER 31, 2022

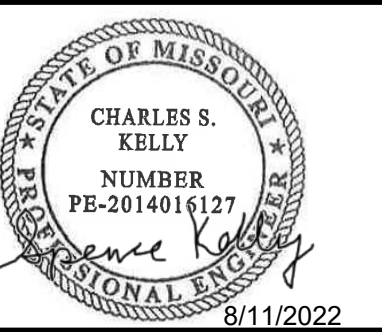


PLANNING  
DESIGN  
STUDIO

2816 SUTTON BOULEVARD, SUITE 1, ST. LOUIS, MISSOURI 63143  
314-241-3600 • WWW.PLANNINGDESIGNSTUDIO.COM  
DISCIPLINE: LANDSCAPE ARCHITECT  
CERTIFICATE OF AUTHORITY: LAC-2006001845  
EXPIRATION DATE: DECEMBER 31, 2022

NO.	DATE	REVISION

THE PROFESSIONALS WHOSE SIGNATURES AND SEALS APPEAR HERE, ASSUME RESPONSIBILITY FOR WHAT APPEARS ON THIS SHEET ONLY. ALL OTHER PLANS, SPECIFICATIONS, REPORTS, AND OTHER DOCUMENTS, DESIGN OR REVISIONS BY CONTRACTORS, OWNER OR OTHERS ARE NOT PART OF THE PROJECT FOR WHICH THIS SEAL INDICATES RESPONSIBILITY.



NAME: SPENCER KELLY  
DISCIPLINE: CIVIL ENGINEER  
LICENSE NO. PE-2014016127  
EXPIRATION DATE: 12/31/2022

DATE: 15 JUNE 2022

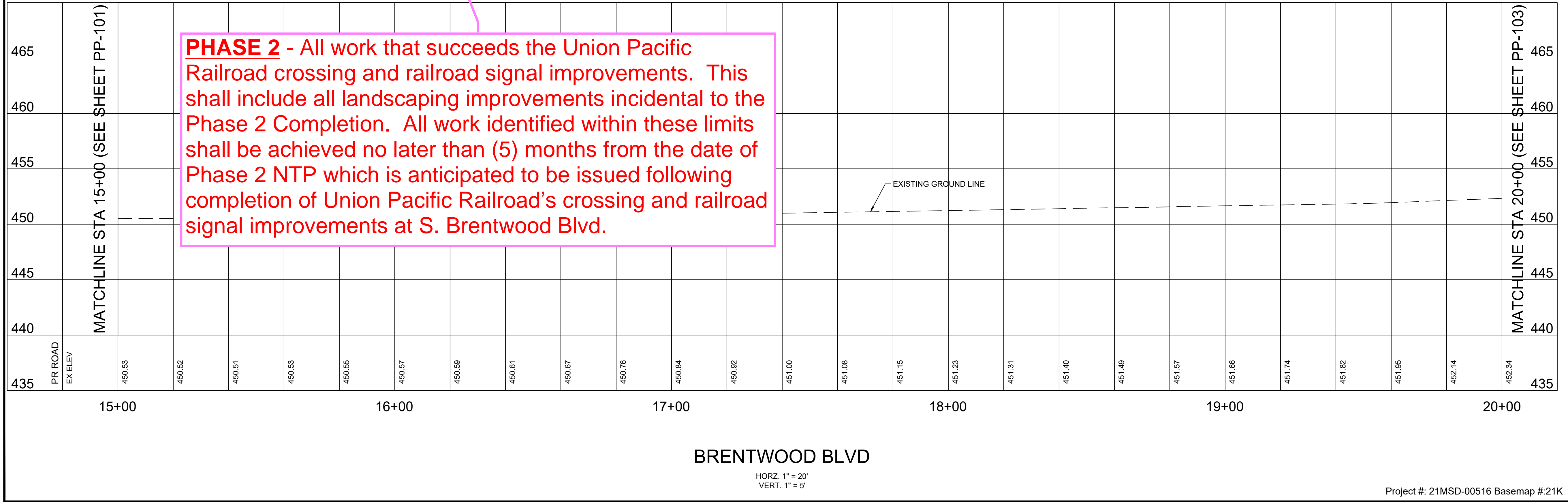
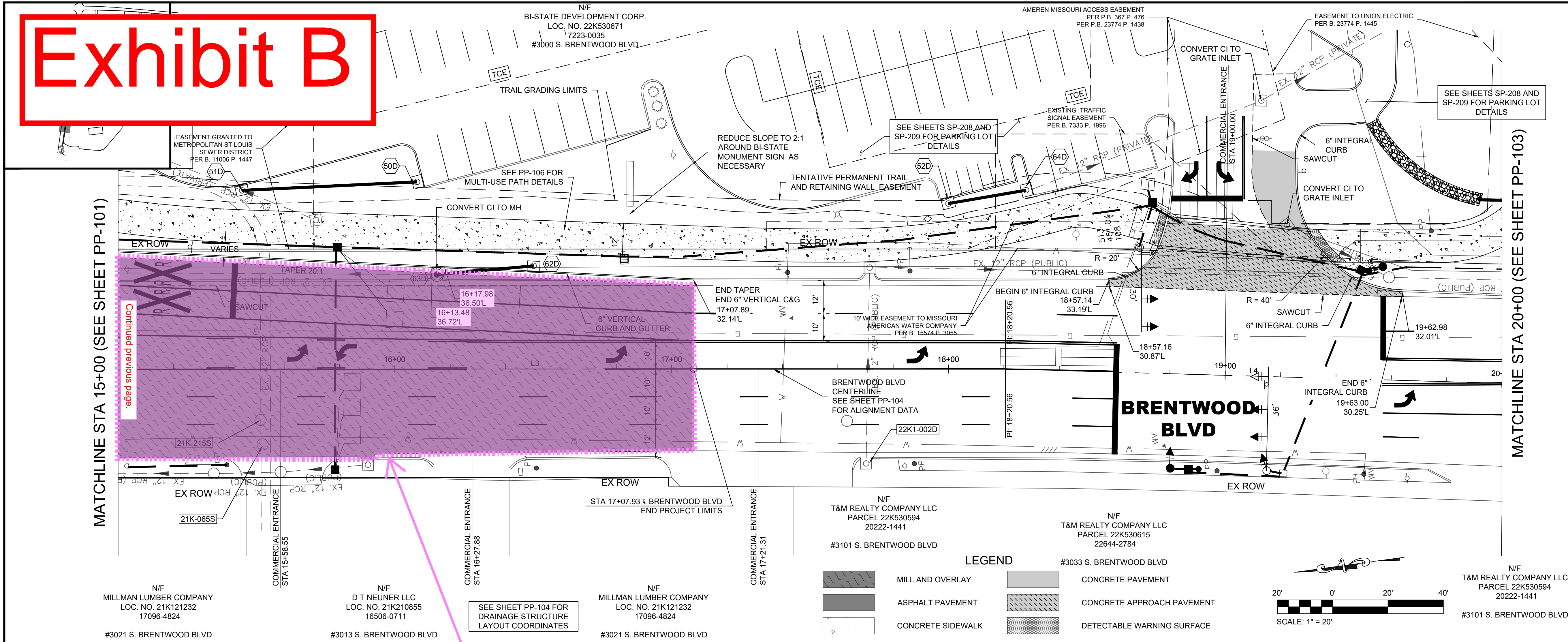
DESIGNED: MP  
DRAWN: MP  
CHECKED: DS

HS JOB NO.	1815600
JACOBS JOB NO.	707841CH

SHEET 15 OF 87

PP-101

# Exhibit B



## GREAT RIVERS GREENWAY CONNECTOR PROJECT PART B TAP-5577(638) PLAN & PROFILE - BRENTWOOD BOULEVARD (GRG)

### Jacobs

JACOBS ENGINEERING GROUP INC.  
501 NORTH BROADWAY  
ST. LOUIS, MISSOURI 63102-2131  
PHONE: 314-335-4000  
CERTIFICATE OF AUTHORITY: 000704  
EXPIRATION DATE: DECEMBER 31, 2022

### HORNER SHIFRIN

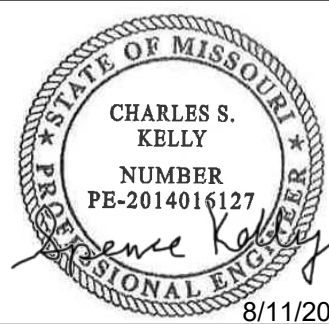
401 S. 18TH ST., STE. 400 SAINT LOUIS, MO 63103-2296  
314-531-4321 • FAX 314-531-6966 • WWW.HORNERSHIFRIN.COM  
DISCIPLINE: LANDSCAPE ARCHITECT  
CERTIFICATE OF AUTHORITY: 000159  
EXPIRATION DATE: DECEMBER 31, 2022

### PLANNING DESIGN STUDIO

2816 SUTTON BOULEVARD, SUITE 1, ST. LOUIS, MISSOURI 63143  
314-241-3800 • WWW.PLANNINGDESIGNSTUDIO.COM  
DISCIPLINE: LANDSCAPE ARCHITECT  
CERTIFICATE OF AUTHORITY: LAC-2006001845  
EXPIRATION DATE: DECEMBER 31, 2022

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NAME: SPENCER KELLY  
DISCIPLINE: CIVIL ENGINEER  
LICENSE NO. PE-2014016127  
EXPIRATION DATE: 12/31/2022

DATE: 15 JUNE 2022

DESIGNED: MP  
DRAWN: MP  
CHECKED: DS

HS JOB NO. 1815600  
JACOBS JOB NO. 707841CH

SHEET 16 OF 87

## PP-102



Project #: 21MSD-00516 Basemap #:21K



## Russell Avenue Share Use Path and Deer Creek Greenway Connector Federal Project # TAP-5577(638)

### Pre-Bid Meeting Attendees

Date: Wednesday September 13, 2023 - 2:00 pm

Company	Name	Email Address	Phone	Signature
R.V. WAGNER, INC.	JEFF JORDAN	J.JORDAN@RVWAGNER.COM	314-458-8987	
KOZENT WAGNER	CHARLIE ERNST	CERNST@KOZENTWAGNER.COM	314-593-6327	
Brewster	Craig Schmidt	CSchmidt@brewster-co.com	314-409-5149	
GR6	Angelina Gutierrez	agutierrez@grqstl.org	514-443-4924	
DJM	Curtis Frazier	cfrazier@DJMeecological.com	636-358-6135	
JACOBS	Spence Kelly	Spencer.kelly@jacobs.com	618-581-3294	
Twm	Ryan Cerniglia	rcerniglia@twm-inc.com	314-241-6300	

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RUSSELL AVENUE SHARED USE PATH &  
DEER CREEK GREENWAY CONNECTOR  
Federal Project # TAP-5577(638)

City of Brentwood, Missouri  
2348 South Brentwood Blvd.  
Brentwood, MO 63144

# REQUEST FOR BID

BID OF

Bidder Name \_\_\_\_\_

Bidder Address \_\_\_\_\_

\_\_\_\_\_

## FOR CONSTRUCTING OR IMPROVING

**Russell Avenue and South Brentwood Blvd:**

**New shared use paths, curb ramps and other pedestrian facilities along Russell Avenue and South Brentwood Boulevard, signal improvements, roadway and drainage improvements, new shared use path, curb ramps and other pedestrian facilities, bridge widening over Deer Creek.**

**Russell Avenue and South Brentwood Blvd  
Brentwood, MO**

# INVITATION TO BID

Sealed bids for the **Russell Ave Shared Use Path/Deer Creek Greenway Connector** will be received by The City of Brentwood, Attention: Deputy City Clerk at 2348 S. Brentwood Boulevard, Brentwood, MO 63144 until 10:00AM (Prevailing Local Time) on September 28, 2023 at which time the bids will be publicly opened and read aloud.

The Scope of Work consists of the construction of two shared use paths, ADA ramps, driveways, drainage structures, signals, landscaping, bridge widening, and coldmilling and resurfacing of asphalt along Brentwood Blvd.

Bid packages will be available **September 6, 2023** online at <https://brentwoodmo.org/bids.aspx>.

All questions regarding specifications and bidding requirements shall be directed to Jack Blase, Navigate Building Solutions at 314-954-1752 or at [jack@navigatebuildingsolutions.com](mailto:jack@navigatebuildingsolutions.com). A pre-bid conference will be held at 2:00pm on Wednesday, September 13, 2023 at Brentwood Community Center, 2505 S. Brentwood Boulevard, Brentwood, MO 63144. All bidders are encouraged to attend the pre-bid meeting.

Not less than the prevailing hourly rate of wages shall be paid to all workers performing under this Contract in this area according to the rates determined by the Department of Labor and Industrial Relations of the State of Missouri. The latest Annual Wage Order shall be used at time of Work is completed.

A bid security in the amount of five percent (5%) of the bid amount must accompany each bid in accordance with the Instructions to Bidders.

A Performance and Payment Bond will be required for selected contractor.

The DBE goal for this letting is a minimum of 14% of the total contract amount.

The City of Brentwood is a tax-exempt entity. A project exemption certificate will be supplied to the successful bidder.

The City of Brentwood reserves the right to accept or reject any bid and to waive any irregularities in the best interest of the City.

The City of Brentwood 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.

After reviewing all bids and receiving approval from MODOT, the project will be awarded to the lowest, responsive, responsible bidder.

## **BIDDER CHECKLIST**

### **FINAL CHECKLIST BEFORE SUBMITTING BID**

- ☐ 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
- ☐ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE forms (for DBE forms see #7). The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- ☐ 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope addressed to The City of Brentwood, Attention: Deputy City Clerk, 2348 S. Brentwood Boulevard, Brentwood, MO 63144, **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.**
- ☐ 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- ☐ 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- ☐ 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- ☐ 7. Submit the DBE Submittal Forms within 3 business days of the Bid Opening. The BDE Identification Submittal Form (Page 2 of this document) must be submitted for each DBE to be utilized on the project.
- ☐ 8. For paper bids, staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy.

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

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

All questions concerning the bid document preparation and/or specific questions can be directed to Jack Blase, Navigate Building Solutions 314-954-1752 or [jack@navigatebuildingsolutions.com](mailto:jack@navigatebuildingsolutions.com).

**Special Needs:** If you have special needs addressed by the Americans with Disabilities Act, please notify Jack Blase, Navigate Building Solutions at 314-954-1752 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

## 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

#### Bid Bond

#### City/Contractor Agreement

#### DBE Identification Submittal ([Fig. 136.9.9](#))

#### DBE Provisions ([Fig. 136.9.8](#))

#### Job Special Provisions

#### Form FHWA 1273 ([Fig. 136.9.7](#))

#### Federal Aid Provisions

#### Applicable State Wage Rates

#### Applicable Federal Wage Rates

#### Environmental Permits and Clearances, Approval Letters from MSD & Railroads

#### ADA Checklist ([Fig. 136.9.4](#))

## NOTICE TO CONTRACTORS

Sealed bids, delivered and addressed to The City of Brentwood, Attention: Deputy City Clerk, 2348 S. Brentwood Boulevard, Brentwood, MO 63144, for the proposed work will be received by the City of Brentwood until 10:00 AM (prevailing local time) on September 28, 2023, at Brentwood City Hall, 2348 S. Brentwood Boulevard, Brentwood, MO 63144. The public bid opening and reading will be at that at 10:00AM on September 28,203 at Brentwood City Hall, 2348 S. Brentwood Boulevard, Brentwood, MO 63144.

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

The furnishing of material, tools, equipment and labor necessary for the construction of sidewalk, curbs, ADA-compliant curb ramps, driveways, drainage structures, signals, landscaping, bridge widening, and other miscellaneous features in accordance with the plans 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," and "Missouri Standard Plans for Highway Construction", 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](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications  
Supplemental Revisions to Missouri Standard Plans  
For Highway Construction

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.

The Contractor is notified that Brentwood Boulevard is owned and maintained by St. Louis County Department of Transportation. Therefore, unless otherwise noted in the plans or defined by project specifications, all work associated with the construction of the project shall be built in accordance with the St. Louis County Department of Transportation's Construction Standard Drawings and Standard Specifications for Road and Bridge Construction, latest edition.

All sewer work shall be built in accordance with the Metropolitan Sewer District's Standard Construction Specifications for Sewers and Drainage Facilities, latest edition.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "City of Brentwood", and the term "Engineer" is a reference to the Engineer of Record from Jacobs Engineering for the Great Rivers Greenway Connector Project Part B (Brentwood Blvd) and from TWM, Inc. for the Russell Avenue Shared Use Path.

The contracting authority for this contract is City of Brentwood.

**(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: 365 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 \$2,000

(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](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

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

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

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

(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 all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

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

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

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

☐ sole individual

☐ partnership

☐ joint venture

☐ corporation, incorporated under laws of state of \_\_\_\_\_.

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

\_\_\_\_\_

Executed by bidder this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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

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

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

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

---

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

---

Please print or type name and title of person signing here

Attest:

---

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be **1 slot** at 1000 hours per slot.

(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:** **The City of Brentwood**, a tax-exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

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

# RUSSELL AVE SUP/DEER CREEK GREENWAY CONNECTOR: BID FORM

SPEC.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	ITEM COST
<b>ROADWAY ITEMS</b>						
STLCO	201-20.22	TREE REMOVAL, 6"-15"	EACH		9	
STLCO	201-20.23	TREE REMOVAL, OVER 15"	EACH		3	
STLCO	202-20.10	REMOVAL OF IMPROVEMENTS - RUSSELL AVE.	LUMP SUM		1	
STLCO	202-20.10	REMOVAL OF IMPROVEMENTS - BRENTWOOD BLVD.	LUMP SUM		1	
STLCO	207-10.00	LINEAR GRADING, CLASS 1	STA		18.4	
STLCO	207-20.00	LINEAR GRADING, CLASS 2	STA		13.2	
STLCO	203-10.30	LAND DISTURBANCE PERMITS	LUMP SUM		1	
STLCO	206-30.00	CLASS 4 EXCAVATION (STRUCTURE/DRAINAGE)	CUYD		225	
STLCO	304-05.04	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SQYD		1,390	
STLCO	405-30.10	TYPE "C" BITUMINOUS CONCRETE (PAVEMENT)	TONS		470.4	
STLCO	405-30.30	TYPE "X" BITUMINOUS CONCRETE (BASE)	TONS		243.7	
STLCO	407-10.27	TACK-EMULSIFIED ASPHALT (SS-1H)	GAL		390	
STLCO	408-10.15	PRIME-LIQUID ASPHALT, MC-30	GAL		50	
STLCO	412-10.04	PAVEMENT SURFACING AND TEXTURING (0-4 INCHES), CONCRETE OR ASPHALT	SQYD		3,680	
STLCO	502-11.06	CONCRETE PAVEMENT (6" NON-REINFORCED)	SQYD		110	
STLCO	608-10.00	CONCRETE MEDIAN	SQYD		95	
STLCO	608-50.07	PAVED APPROACH, 7 IN.	SQYD		280	
STLCO	608-50.08	PAVED APPROACH, 8 IN.	SQYD		309	
STLCO	609-10.10	CONCRETE CURB, TYPE S	LF		727	
STLCO	609-10.51	CURB AND GUTTER, TYPE A	LF		721	
STLCO	609-20.11	INTEGRAL CURB (6 IN. HEIGHT AND UNDER)	LF		50	
STLCO	609.60.00	DITCH LINER	SQYD		25	
STLCO	609-99.03	VARIABLE HEIGHT CURB, BACK OF SIDEWALK	LF		367	
STLCO	611-30.10	FURNISHING TYPE 1 ROCK BLANKET	CUYD		21	
STLCO	611-30.30	PLACING TYPE 1 ROCK BLANKET	CUYD		21	
STLCO	611-30.90	FURNISH / PLACE MSD TYPE 5 ROCK BLANKET	SQYD		4	
STLCO	612-30.10	STANDARD TRAFFIC CONTROL DEVICES	LUMP SUM		1	
STLCO	613-10.14	FULL DEPTH PAVEMENT REPAIR SAW CUT (FOR PERIMETER AND INTERNAL SAW CUT)	LF		1,775	
STLCO	619-00.00	MOBILIZATION	LUMP SUM		1	
MoDOT	620-00.13	COLD APPLIED TAPE PAVEMENT MARKING, 24 IN., WHITE (MoDOT PAY ITEM)	LF		48	
MoDOT	620-03.34	COLD APPLIED TAPE PAVEMENT MARKING, 30 IN. WHITE MIDBLOCK (MoDOT PAY ITEM)	EACH		4	
STLCO	627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LUMP SUM		1	
STLCO	803-10.00	SODDING	SQYD		2,959	
STLCO	803-99.01	LANDSCAPE PLANTINGS	LUMP SUM		1	
STLCO	805-10.00	SEEDING	ACRES		0.10	
STLCO	806-99.01	EROSION AND SEDIMENT CONTROL	LUMP SUM		1	
STLCO	806-99.05	BIORETENTION AREA	SQYD		118	
GRG	903-99.02	GREAT RIVERS GREENWAY (GRG) SIGNS	EACH		5	
MoDOT	903-99.02	SIGN UNIT (SIGN AND POST)	EACH		6	
<b>ROADWAY SUBTOTAL</b>						

SPEC.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	ITEM COST
<b>PEDESTRIAN FACILITIES ITEMS</b>						
STLCO	304-05.04	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SQYD		2,678	
STLCO	608-99.02	CONCRETE CURB RAMP - 8' WIDE	EACH		9	
STLCO	608-99.02	CONCRETE CURB RAMP - 10' WIDE	EACH		7	
STLCO	608-99.02	CONCRETE CURB RAMP - 12' WIDE	EACH		6	
STLCO	608-10.12	TRUNCATED DOMES	SQFT		571	
STLCO	608-60.04	CONCRETE SIDEWALK (4" THICK)	SQYD		1,392	
STLCO	608-60.07	CONCRETE SIDEWALK (7" THICK)	SQYD		1,440	
<b>PEDESTRIAN FACILITIES SUBTOTAL</b>						

SPEC.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	ITEM COST
<b>STRUCTURAL ITEMS</b>						
MoDOT	206-10.00	CLASS 1 EXCAVATION	CUYD		50	
MoDOT	216-30.00	PARTIAL REMOVAL OF EXISTING BRIDGE DECKS	SQFT		198	
MoDOT	607-99.03	MISC. 54" DECORATIVE PEDESTRIAN FENCE (STRUCTURES)	LF		145	
MoDOT	607-99.03	MISC. 22" DECORATIVE PEDESTRIAN FENCE (STRUCTURES)	LF		139	
MoDOT	701-11.03	DRILLED SHAFTS (2FT. 6IN. DIA.)	LF		54.1	
MoDOT	701-12.02	ROCK SOCKETS (2 FT. 0IN. DIA.)	LF		20	
MoDOT	701-14.00	FOUNDATION INSPECTION HOLES	LF		60	
MoDOT	701-16.00	SONIC LOGGING TESTING	EACH		4	
MoDOT	703-20.03	CLASS B CONCRETE (SUBSTRUCTURE)	CUYD		10.3	
MoDOT	703-42.13	SLAB ON CONCRETE I-GIRDER	SQYD		145	

MoDOT	705-60.01	TYPE 3 (39 IN.) PRESTRESSED CONCRETE I-GIRDER	LF		128	
MoDOT	706-10.60	REINFORCING STEEL (BRIDGES)	LBS		3860	
MoDOT	706-10.70	MECHANICAL BAR SPLICE	EACH		273	
MoDOT	715-10.01	VERTICAL DRAIN AT END BENTS	EACH		2	
MoDOT	716-10.00	PLAIN NEOPRENE BEARING PAD	EACH		6	
MoDOT	703-30.13	BRIDGE DECK SURFACE PENETRATION SEALER	SQFT		1971	
MoDOT	711-99.01	BRIDGE BARRIER PAINTING	LUMP SUM		1	
<b>STRUCTURAL SUBTOTAL</b>						

SPEC.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	ITEM COST
<b>SIGNAL ITEMS</b>						
STLCO	904-02.13	SIGNAL HEAD, TYPE 3S	EACH		4	
STLCO	904-02.14	SIGNAL HEAD, TYPE 4S	EACH		2	
STLCO	904-02.15	SIGNAL HEAD, TYPE 5S	EACH		1	
STLCO	904-05.43	SIGNAL HEAD, TYPE 3B, TERMINAL COMPARTMENT, AND ASTRO BRACKET MOUNT	EACH		13	
STLCO	904-05.44	SIGNAL HEAD, TYPE 4B, TERMINAL COMPARTMENT, AND ASTRO BRACKET MOUNT	EACH		2	
STLCO	904-05.45	SIGNAL HEAD, TYPE 5B CLUSTER ASSEMBLY, TERMINAL COMPARTMENT, AND ASTRO BRACKET MOUNTING	EACH		1	
STLCO	904-12.15	SIGNAL HEAD, TYPE 5S, OL	EACH		1	
STLCO	904-24.01	SIGNAL HEAD, TYPE 1S, PEDESTRIAN	EACH		10	
STLCO	904-27.15	POST, SIGNAL, W/SQ. PEDESTAL BASE, 15' TOTAL HEIGHT, ALUMINUM	EACH		6	
STLCO	904-28.07	POST, SIGNAL, W/SQ. PEDESTAL BASE AND POST CAP, 7' TOTAL HEIGHT, ALUMINUM	EACH		1	
STLCO	904-32.20	19' POLE, W/20' MAST ARM, STEEL	EACH		1	
STLCO	904-32.40	19' POLE, W/40' MAST ARM, STEEL	EACH		2	
STLCO	904-32.22	19' POLE, W/22' MAST ARM, STEEL	EACH		1	
STLCO	904-32.55	POST, TYPE C, 55 FT. ARM	EACH		1	
STLCO	904-43.88	CONTROLLER, FULLY ACTUATED, (8 PHASE TIMER, IN ALUMINUM CABINET APPROX. 55"HX44"WX26"D, WIRED FOR 8 PHASE OPERATION) W/INTERNAL FIBER OPTIC MODEM AND TERMINATION HOUSING TS2, TYPE 2, W/ BATTERY BACKUP	EACH		1	
STLCO	904-49.22	DETECTOR, PEDESTRIAN PUSH BUTTON, APS, FREEZEPROOF	EACH		10	
STLCO	904-49.35	DETECTOR, VEHICLE INDUCTION LOOP, CARD RACK MTG., 2 CHANNEL, W/ DELAY AND EXTENSION TIMING AND RELAY OUTPUTS	EACH		22	
STLCO	904-51.00	CONDUIT, 1"	LF		352	
STLCO	904-52.00	CONDUIT, 2"	LF		298	
STLCO	904-54.00	CONDUIT, 4"	LF		999	
STLCO	904-74.99	CONDUIT REPAIR (LOCATE BROKEN CONDUIT, EXCAVATE, REMOVE EXISTING CABLE, REPAIR/REPLACE CONDUIT, REINSTALL CABLE, BACKFILL AND RESTORE)	EACH		8	
STLCO	904-82.06	CABLE, POWER, #6 GAUGE, 1 CONDUCTOR	LF		390	
STLCO	904-83.05	CABLE, SIGNAL, #14 GAUGE, 5 CONDUCTOR	LF		1,254	
STLCO	904-83.07	CABLE, SIGNAL, #14 GAUGE, 7 CONDUCTOR	LF		3,828	
STLCO	904-84.00	WIRE, STRANDED GROUND, #6 GAUGE	LF		1,731	
STLCO	904-85.05	CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR, W/ TUBE JACKET (IN CONDUIT AND PULL BOXES)	LF		648	
STLCO	904-85.06	CABLE, DETECTOR LOOP, #14 GAUGE, 1 CONDUCTOR, W/ TUBE JACKET (IN SAWED SLOT)	LF		1,380	
STLCO	904-85.18	CABLE, PUSH BUTTON AND/OR DETECTOR LOOP LEAD-IN, #18 GAUGE, 2 CONDUCTOR (SHIELDED)	LF		1,574	
STLCO	904-85.34	CABLE, COMMUNICATION, #18 GAUGE, 4 CONDUCTOR (APS)	LF		1,150	
STLCO	904-85.36	CABLE, COMMUNICATION, FIBER OPTIC, 36 FIBERS (30 SINGLE-MODE AND 6 MULTIMODE)	LF		1,162	
STLCO	904-86.01	POWER SUPPLY ASSEMBLY, ON WOOD UTILITY POLE, 120/240 VOLT	EACH		2	
STLCO	904-88.01	PULL BOX, SINGLE, CONCRETE	EACH		6	
STLCO	904-88.02	PULL BOX, DOUBLE, CONCRETE	EACH		1	
STLCO	904-89.17	PREFORMED PULL BOX (17"Wx30"Lx26"min.H), REINFORCED POLYMER CONCRETE	EACH		3	
STLCO	904-91.43	BASE, TYPE P-3, CONCRETE	EACH		1	
STLCO	904-91.56	BASE, TYPE B-6, CONCRETE	EACH		2	
STLCO	904-91.59	BASE, TYPE B-9, CONCRETE	EACH		2	
STLCO	904-91.73	BASE, TYPE C-3, CONCRETE	EACH		6	
STLCO	904-91.88	BASE, TYPE D-8PH, CONCRETE	EACH		1	
STLCO	904-95.10	OPENING DRILLED IN EXISTING CONCRETE PULL BOX	EACH		27	
STLCO	904-95.40	ADJUSTMENT OF CONCRETE SINGLE PULL BOX	EACH		1	
STLCO	904-99.09	FIBER-OPTIC TERMINATION	EACH		72	
STLCO	904-99.10	FIBER-OPTIC FUSION SPLICE	EACH		72	
STLCO	904-99.02	MODIFY EXISTING CONTROLLER CABINET	EACH		1	
<b>SIGNAL SUBTOTAL</b>						

SPEC.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	ITEM COST
<b>DRAINAGE ITEMS</b>						
STLCO	604-12.01	SINGLE CURB INLET, UNTRAPPED	EACH		8	
STLCO	604-14.13	AREA INLET, SINGLE, OPEN 3 SIDES, UNTRAPPED	EACH		1	
STLCO	604-20.30	ADJUSTING MANHOLE TO GRADE	EACH		1	
STLCO	604-25.40	CONVERT INLET TO MANHOLE AND ADJUST TO GRADE	EACH		3	
STLCO	604-26.10	CONVERT INLET TO GRATED INLET AND ADJUST TO GRADE	EACH		2	
STLCO	605-30.10	CLASS "C" UNDERDRAIN (TILE)	LF		60	
STLCO	726-13.12	12 IN. CLASS III REINFORCED CONCRETE PIPE	LF		294	
STLCO	726-13.36	36 IN. CLASS III REINFORCED CONCRETE PIPE	LF		46	
STLCO	731-00.48	PRECAST CONCRETE MANHOLE (48 IN.)	LF		10	
STLCO	732-00.00	12 IN. FLARED END SECTION	EACH		3	
STLCO	732-00.36	36 IN. FLARED END SECTION	EACH		1	
<b>DRAINAGE SUBTOTAL</b>						

ROADWAY ITEMS TOTAL	
PEDESTRIAN FACILITIES TOTAL	
STRUCTURAL TOTAL	
SIGNAL ITEMS TOTAL	
DRAINAGE ITEMS TOTAL	
<b>PROJECT TOTAL</b>	

ITEM NUMBER	ITEM DESCRIPTION	UNIT	UNIT COST	QUANTITY	ITEM COST
<b>ADD ALTERNATE ITEMS</b>					
ADD 1	BRIDGE DECK OVERLAY - EPOXY BROADCAST AGGREGATE OVERLAY	SQFT		1,971	
ADD 2	CURVED VENEERED CONCRETE WALLS ADJACENT TO THE BRIENTWOOD BLVD. E	LUMP SUM		1	
ADD 3	ENHANCED LANDSCAPE	LUMP SUM		1	
ADD 4	BRENTWOOD PARK MONUMENT SIGN	LUMP SUM		1	

**BID BOND**

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_

as principal and \_\_\_\_\_  
as surety, are held and firmly bound unto the (Insert LPA Name) \_\_\_\_\_ in the penal sum  
of \_\_\_\_\_ Dollars (\$) to be paid to the commission to be credited to the state road fund, the  
principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally,  
firmly by these presents.

Sealed with our seals and dated this \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) \_\_\_\_\_  
in \_\_\_\_\_ County(ies),  
project (s) \_\_\_\_\_  
for construction or improvement of state highway as set out in said bid;

NOW THEREFORE, if the commission shall accept the bid of the principal and if the principal shall properly  
execute and deliver to the commission the contract, contract bond, and evidence of insurance coverage in compliance with the  
requirements of the bid, the specifications, and the provisions of section 227.100 RSMo, to the satisfaction of the commission,  
then this obligation shall be void and of no effect, otherwise to remain in full force and effect.

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

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

Principal \_\_\_\_\_

SEAL By \_\_\_\_\_  
Signature

Surety \_\_\_\_\_

SEAL By \_\_\_\_\_  
Signature of Attorney in Fact

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

# **CONTRACTOR'S ACKNOWLEDGEMENT**

\_\_\_\_\_

My commission expires \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_.

**3. Form to be used if Contractor is a corporation**

State of \_\_\_\_\_ )  
 ) ss.  
County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_ (the Contractor) and that the seal affixed to the foregoing agreement and contract bond is the corporate seal of said corporation, and that the foregoing proposal, contract agreement, and contract bond were signed and sealed in behalf of said corporation by authority of its board of directors, and he/she acknowledges said instruments to be the free act and deed of said corporation.

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

(SEAL)

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_, 20 \_\_\_\_\_.

# **CITY/CONTRACTOR AGREEMENT**

# CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the City of Brentwood, MO, (hereinafter referred to as the Owner) and \_\_\_\_\_, (herein referred to as the Contractor).

WITNESSETH: That for and in consideration of the acceptance of Contractor's bid and the award of this Contract (for \$ \_\_\_\_\_ - \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents) to said Contractor by the Owner and in further consideration of the agreements of the parties herein contained, to be well and truly observed and faithfully kept by them, and each of them, it is agreed between the parties as follows, to wit:

The Contractor at its own expense hereby agrees to do or furnish all labor, materials, and equipment called for in the proposal designated and marked:

**RUSSELL AVE. SHARED USE PATH / DEER CREEK GREENWAY CONNECTOR  
FEDERAL PROJECT NO. TAP-5577(638)**

and agrees to perform all the work required by the contract as shown on the plans and specifications. The "Notice to Contractor," "Plans," "Proposal," "Contract Bond," "Acknowledgment," "Notice to Proceed", and all change orders are made a part hereof as fully as set out herein.

It is understood and agreed that, except as may be otherwise provided for by "Job Special Provisions," "General Provisions," and "Supplemental Specifications," included in the Proposal, the work shall be done in accordance with the most current "Missouri Standard Specifications for Highway Construction", "Missouri Standard Plans for Highway Construction", and "St. Louis County Department of Transportation's Construction Standard Drawings and Standard Specifications for Road and Bridge Construction", including all revisions to these documents, which are part and parcel of this contract, and are incorporated in this contract as fully and effectively as if set forth in detail herein.

The Contractor further agrees that it is fully informed regarding all of the conditions affecting the work to be done, and labor and materials to be furnished for the completion of this contract, and that its information was secured by personal investigation and research and not from any estimates of the Owner; and that it will make no claim against the Owner by reason of estimates, tests, or representation of any officer, agent, or employees of the Owner.

The said Contractor agrees further to begin work not later than the authorization date in the Notice to Proceed and to complete the work within the time specified in the proposal or such additional time as may be allowed by the engineer under the contract.

The work shall be done to complete satisfaction of the Engineer of the Owner and, in case the Federal Government or any agency thereof is participating in the payment of the cost of construction of the work, shall also be subject to inspection and approval at all times by the proper agent or agents of such government agency.

The parties hereto agree that this contract in all things shall be governed by the laws of the State of Missouri.

The Contractor agrees that it will comply with all federal and state laws and regulations and local ordinances and that it will comply and cause each of its subcontractors, if any, to comply with all federal and state laws and federal regulations and directives pertaining to nondiscrimination against any person on the ground of race, color, religion, creed, sex, age, ancestry, or national origin in connection with this contract, including procurement of materials and lease of equipment therefore, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of the contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract on its behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that it has not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by it hereunder, and that it has not, in estimating the contract price demanded by it, included any sum by reason of any such brokerage, commission, or percentage, and that all moneys payable to it hereunder are free from obligation to other entities for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner, and the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid.

Under penalty of perjury under the laws of the United States and/or false declaration under the laws of Missouri, and any other applicable state or federal laws, the Contractor Signatory certifies that the Contractor and its officials, agents, and employees have neither directly nor indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this contract, and that the Contractor intends to do the work with its own bonafide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the manner and in the amount provided in the said Standard Specifications and Proposals.

IN WITNESS WHEREOF, the parties hereunto have hereunto set their hands and affixed their seals, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**City of Brentwood**, acting by and through the

By \_\_\_\_\_  
[City Administrator, City of Brentwood]

ATTEST: (SEAL)

\_\_\_\_\_  
[Attest Person Title Here and Printed Name]

**Contractor:**

By \_\_\_\_\_  
Authorized Contractor Signature

\_\_\_\_\_  
Printed Name of Signatory

ATTEST: (SEAL)

\_\_\_\_\_  
[Attest Person Title Here and Printed Name]

# **DBE SUBMITTAL FORMS**

## 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 **14%** of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

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

\_\_\_\_\_% OF TOTAL FEDERAL CONTRACT

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

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

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

# DBE Identification Submittal Form

## (For Local Program Agency (LPA) Projects)

Job Number: \_\_\_\_\_

Route: \_\_\_\_\_

County: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

**Identification of Participating DBE's:** Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to The City of Brentwood Deputy City Clerk no later than 4:00 p.m. on the 3rd working day after the bid opening. In-person or e-mail transmittal is permitted. The e-mail address for submittal is [jack@navigatebuildingsolutions.com](mailto:jack@navigatebuildingsolutions.com). Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: \_\_\_\_\_ Address: \_\_\_\_\_

(A) Line No.	(B) Dollar Value of DBE Work** ( Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal ( B x C )	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
<b>DBE Total:</b>				<b>Total %</b>		

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

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

Respectfully submitted:

\_\_\_\_\_  
Company Name (Prime Contractor)

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Signed (Prime Contractor)

**Instructions for Completing the  
DBE Identification Submittal Form  
(For Local Program Agency (LPA) Projects)  
(ECR-101)**

Submit this form with your bid or as outlined on front of page no later than 4:00 p.m. on the 3rd working day after the bid opening. Only DBE's listed on MoDOT's Missouri Regional Certification Committee (**MRCC**) directory may be used towards obtaining the DBE goal on the project. DBE firm must be certified with the appropriate North American Industrial Classification System (**NAICS**) code for the type of work being utilized to perform. The MRCC directory is available at the following link under the MRCC Directory tab: [HTTP://www.modot.org/welcome-external-civil-rights](http://www.modot.org/welcome-external-civil-rights)

- (A) Insert Bid Line Item in the same order as it appears in the bid document.
- (B) Insert the result from multiplying the unit price for the bid line item by the quantities listed in column (A); a lump sum, if applicable, may also be inserted.
- (C) Insert the percentage of column (B) that the DBE will perform. If the DBE is a supplier as that term is defined in 49 CFR Part 26.55, then only 60% of the value in column (B) can be applied towards the contract specific goal. If the DBE is furnishing and installing the line item, then 100% of the value can be applied.
- (D) Insert the result from dividing columns (B) and (C).
- (E) Insert the result from dividing column (D) from the total bid line item amount.

# **DBE CONTRACT PROVISIONS**

**DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS  
FOR LOCAL PROGRAMS**

**1.0 Program Applicability.** The subsequent sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal funded participation. Federal-aid or federal funded 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 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), and 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 funded 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 funded in whole or part with federal funds.

**4.0 Opportunity for DBEs to Participate.** Each contractor, subcontractor and supplier working on a contract funded 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 in which a DBE goal is established.

**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 based on race, color, national origin, or gender 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; sub-contractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as “the recipient”. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

**6.0 DBE Program Information.** DBE Program information may be obtained from the MoDOT External Civil Rights Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: [db@modot.mo.gov](mailto:db@modot.mo.gov). It will be the duty of each contractor, and for the contractor’s subcontractors 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.

**7.0 DBE Certification, and the Missouri Unified Certification Program.** MoDOT 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: <https://www.modot.org/welcome-external-civil-rights>

**8.0 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 project 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, to MoDOT, and to the LPA:

(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), , and the Commission’s DBE Program rules at Title 7 CSR Division 10, Chapter 8 (as amended).

(b) 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 gender in the performance of the contract, or in the award of any subcontract.

(c) The bidder certifies that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms committed to with the awarded contract.

(d) The bidder certifies, that if awarded the federal-aid contract with less than the original DBE contract goal proposed by the Commission in the bid documents, as a result of an approved good faith effort, the revised lower amount shall become the final DBE goal, and that goal will be used to determine any liquidated damages to be assessed at the completion of the project.

(e) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE, 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, that if 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 at the project completion, and to assess against and withhold monetary damages from the contractor up to the full amount of that 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, 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, for each federal-aid contract.

**9.0 Designation of DBE firms to perform on contract.** The bidder states and certifies that the DBE participation information submitted in the bid or within the contract designated time 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 or partially perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the bid 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 to the bidder that the DBE firm will participate in and perform the work, with the DBE's own forces.

(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. Unless MoDOT's written consent is provided as outlined above, the bidder shall not be entitled to any payment of work or material unless it is performed or supplied by the listed DBE.

(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 a certified DBE firm, 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. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's External Civil Rights Division. 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 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. 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.

**10.0 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, all bidders 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. 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.

**10.1 Good Faith Effort Submittal.** If the bidder is not able to meet the Commission's DBE contract goal, the bidder has the opportunity to submit with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts taken to meet the DBE Contract Goal established in the bid documents. The bidder shall use the "DBE Identification Submittal" sheets for any DBE participation that will be committed towards the goal and an explanation, with any supporting documentation, for the inability

to meet the full goal established on the contract. Any Good Faith efforts shall be submitted as part of the bid or within the three business days after the bid opening.

**10.2 Bidders Good Faith Efforts Described.** MoDOT will consider the quality, quantity, and intensity of the different kinds of efforts that the bidder has made based upon 49 CFR Appendix A to Part 26 and the following additional efforts:

- (a) Providing documentation on any and all past GFE activities for review.
- (b) Past project DBE performance utilization.
- (c) Race neutral methods utilized on completed projects.

All good faith efforts are evaluated on a case-by-case basis whereas any of the numerous good faith elements listed individually or collectively is not a guarantee of approval.

**10.3 Administrative Reconsideration of the Bidder's Good Faith Efforts Made as a Part of the Bid Submittal.** If MoDOT determines that the apparent low bidder has failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before MoDOT and the Commission reject that bid as non-responsive.

**10.4 Forfeiture of Bid Bond possible when:** The failure of either the apparent 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. In addition, the bid surety bond or bid guaranty of the apparent low bidder will be forfeited to and become the property of the Local Agency upon demand, only if the contract is awarded

(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 these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Local Agency.

(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.

**11.0 DBE Participation for Contract Goal Credit.** In addition to participation outlined by 49 CFR part 26, the following shall apply:

In addition to allowances provided for in the Federal Regulations, a bidder 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) A bidder 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 bidder shall determine, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.
- (2) The bidder 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. 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.

**12.0 DBE Required to Perform a Commercially Useful Function (CUF).** The DBE CUF requirements are stated in 49 CFR Part 26, (26.55). Any questions or further information needed for CUF determinations should be directed to MoDOT's External Civil Rights Division.

**12.1 Quality Control (QC) and Quality Assurance (QA) Reviews.** The prime contractor shall monitor their planned DBE project usage for CUF compliance and provide MoDOT information for areas of concern for further evaluation. MoDOT will perform a QA review, or compliance review, for DBE CUF and project documentation retained by the contractor through project completion. The contractor shall maintain all DBE related information it has received, documented and provided to MoDOT for a period of three years beyond the date of final inspection. MoDOT's determination that a DBE's participation may not count toward the project goal, or good faith effort level approved will be subject to administrative reconsideration.

**12.2 MoDOT Makes Final Determination On Whether a CUF Is Performed.** MoDOT will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract.

**13.0 Verification of DBE Participation at project completion.** (Assessment of Liquidated Damages Possible)

**13.1** 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.

**13.2** 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 became 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. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, 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.

**14.0 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.

**15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Brokering used and not used in bids during the reporting period.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs


and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

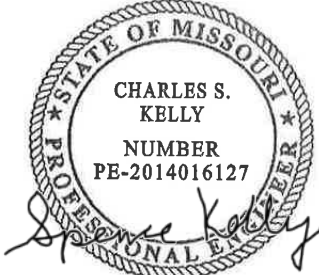
# **JOB SPECIAL PROVISIONS**

## JOB SPECIAL PROVISIONS TABLE OF CONTENTS


(Job Special Provisions shall prevail over General Special Provisions whenever in conflict therewith.)

- A. Applicable Project Standards
- B. Work Zone Traffic Management Plan
- C. Project Contact for Contractor/Bidder Questions
- D. Emergency Provisions and Incident Management
- E. Protection of Existing Trees
- F. Landscaping Rock Along Russell Avenue
- G. Jobsite Appearance and Cleanliness
- H. Site Restoration
- I. Concrete Sidewalk and Curb Ramps
- J. Damage to Existing Pavement, Shoulders, Side Streets and Entrances
- K. ADA Compliance and Final Acceptance of Constructed Facilities JSP-10-01A
- L. Erosion and Sediment Control / Land Disturbance Permits
- M. LPA Buy America Requirements JSP18-08
- N. Great Rivers Greenway (GRG) Signs
- O. In-Line Check Valve
- P. St. Louis County-Owned Signals
- Q. Downspouts, Sump Pumps and Sprinkler Systems
- R. Variable Height Curb
- S. Contractor Surveying and Staking
- T. Utilities
- U. St. Louis County Special Use Permit
- V. Signs on Russell Avenue
- W. Restrictions for Migratory Birds
- X. Bridge Barrier Painting
- Y. Landscape Plantings
- Z. Bioretention Area
- AA. Modify Existing Controller Cabinet
- BB. Decorative Pedestrian Fences (Structures)
- CC. Add Alternate Bid Items
- DD. Union Pacific Railroad Coordination and Requirements
- EE. Acceptance of Precast Concrete Members and Panels
- FF. Acceptance of Structural Steel

	<b>CITY OF BRENTWOOD, MO</b> 2348 SOUTH BRENTWOOD BLVD. BRENTWOOD, MO 63144 Phone 314-962-4800
	<b>THOUVENOT, WADE &amp; MOERCHEN, INC.</b> 3701 S. Lindbergh Blvd, Suite 100 St. Louis, MO 63127 Certificate of Authority: 001528 Consultant Phone: 314-241-6300
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	FEDERAL PROJECT NUMBER: <b>TAP-5577(638)</b> CITY OF BRENTWOOD, MO DATE PREPARED: <b>12/21/2022</b> ADDENDUM DATE: <b>9/15/2023</b>
Only the following items of the Job Special Provisions are authenticated by this seal: A-M, Q-W	

	<b>CITY OF BRENTWOOD, MO</b> 2348 SOUTH BRENTWOOD BLVD. BRENTWOOD, MO 63144 Phone 314-962-4800
	<b>JACOBS ENGINEERING GROUP</b> 501 North Broadway St. Louis, MO 63102 Certificate of Authority: 000704 Consultant Phone: 314-335-4000
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	ADDENDUM DATE: <b>9/15/2023</b>
Only the following items of the Job Special Provisions are authenticated by this seal: O & P, Z, AA, CC, DD	

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	<b>JACOBS ENGINEERING GROUP</b> 501 North Broadway St. Louis, MO 63102 Certificate of Authority: 000704 Consultant Phone: 314-335-4000
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	ADDENDUM DATE:
Only the following items of the Job Special Provisions are authenticated by this seal: BB, EE, FF	

	<b>CITY OF BRENTWOOD, MO</b> 2348 SOUTH BRENTWOOD BLVD. BRENTWOOD, MO 63144 Phone 314-962-4800
	<b>PLANNING DESIGN STUDIO, LLC</b> 2816 Sutton Blvd., Suite 1 St. Louis, MO 63143 Certificate of Authority: 2006001845 Consultant Phone: 314-241-3600
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	FEDERAL PROJECT NUMBER: <b>TAP-5577(638)</b> CITY OF BRENTWOOD, MO DATE PREPARED: <b>12/21/2022</b>
	ADDENDUM DATE: <b>9/15/2023</b>
Only the following items of the Job Special Provisions are authenticated by this seal: N, X & Y	

## JOB SPECIAL PROVISIONS

### A. Applicable Project Standards

**1.0 Description.** The Contractor is notified that Brentwood Boulevard is owned and maintained by St. Louis County Department of Transportation. Therefore, unless otherwise noted in the plans or defined by project specifications, all work associated with the construction of this project shall be built in accordance with the St. Louis County Department of Transportation's Construction Standard Drawings and Standard Specifications for Road and Bridge Construction, latest edition.

**1.1** All sewer work shall be built in accordance with the Metropolitan Sewer District's Standard Construction Specifications for Sewers and Drainage Facilities, latest edition.

**1.2** All bridge work shall be built in accordance with Missouri Department of Transportation's Standard Specifications for Highway Construction, July 1, 2022 edition.

**1.3** The City of Brentwood will administer the construction contract. The City, or its appointed representative, shall serve as the Engineer.

**2.0 Basis of Payment.** No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.

### B. Work Zone Traffic Management Plan

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

**1.1** The portion of Brentwood Boulevard within the limits of this project is owned and maintained by Saint Louis County Department of Transportation. A permit to work on Saint Louis County Right of Way will be required for this project, and the Contractor shall be responsible for obtaining the permit prior to beginning work.

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

**2.5.2.2** When a traffic queue extends to within 500 feet of the ROAD WORK AHEAD, or similar, sign on the roadway 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 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on the roadway.

**3.0 Work Hours.** Allowable work hours are generally 7am to 5pm, Monday through Friday, with prior approval from the Director of Public Works. Working hours are Monday – Friday 7:00 a.m. – 6:00 p.m. Saturday work is allowed between 10 a.m. and 4 p.m. Non-audible construction to be done on Sunday (10 a.m. to 4 p.m.) or requests to work outside the hours identified herein require prior approval from the City Administrator. All requests for weekend work must be submitted in writing by 3:00 p.m. on the Thursday prior to the weekend. This allows Brentwood Police and Fire Departments to be notified in advance of after-hours work activities. **△ Addendum #1 “Revised”**

**4.0 Lane Closures.** All lane closures on Brentwood Boulevard must be permitted through Saint Louis County Department of Transportation. Lane closures on Russell Avenue, Brentwood Boulevard and adjacent streets will require prior approval of the City of Brentwood Department of Public Works.

**5.0 Brentwood Days.** Brentwood Days is a Friday – Sunday celebration held annually by the City of Brentwood, usually held the third weekend of September. Vendor booths and other event items are setup at the Brentwood Sports Complex located on the south side of Russell Avenue. During the week leading up to and including the annual Brentwood Days celebration, the following applies:

- Russell Avenue shall have no active lane closures
- No work shall occur on the sidewalk
- All parking along Russell Avenue shall be available and no construction parking or material storage on the street is allowed.
- The City’s lots on both sides of Hilldale Drive shall be available and in good shape, and no construction parking or material storage shall be allowed on the properties

**6.0 Basis of Payment.** No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.

## **C. Project Contact for Contractor/Bidder Questions**

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

Daniel Gummersheimer, P.E.  
Director of Public Works  
2348 S. Brentwood Boulevard  
Brentwood, MO 63144  
(314) 963-8643  
[dgummersheimer@brentwoodmo.org](mailto:dgummersheimer@brentwoodmo.org)

Jack Blase  
Navigate Building Solutions  
(314) 954-1752  
[jack@navigatebuildingsolutions.com](mailto:jack@navigatebuildingsolutions.com)  
△ Addendum #1 “Revised”

D. Emergency Provisions and Incident Management

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

Daniel Gummersheimer, P.E.  
Director of Public Works  
2348 S. Brentwood Boulevard  
Brentwood, MO 63144  
(314) 963-8643

**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 State Highway Patrol – Troop C Office 891 Technology Drive Weldon Spring, MO 63304 (636) 300-2800	
<b>FOR ALL EMERGENCIES – DIAL 9-1-1</b>	
<b>Police</b> City of Brentwood Police Dept. 272 Hanley Industrial Court Brentwood, MO 63144 (314) 644-7100	<b>Fire and EMS</b> City of Brentwood Fire Dept. 8756 Eulalie Avenue Brentwood, MO 63144 (314) 963-8612

**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.

**E. Protection of Existing Trees**

**1.0 Description.** This work shall consist of all labor and materials necessary to protect all existing trees by the Contractor throughout the entire duration of the grading and construction of the project.

**2.0 General Requirements.** All trees within the project limits or Contractor's working area shall have protection zones and shall not be damaged by Contractor's activities.

**2.1 Definitions.**

**2.1.1 Diameter at Breast Height (DBH)** shall mean the diameter of the tree as measured 4.5 feet above adjacent grade.

**2.1.2 Critical Root Zone (CRZ)** shall mean the area of soil extending from the tree trunk outward a distance of one foot for every one inch of trunk diameter at DBH. As an example, a tree having a caliper of twelve (12) inches at DBH will have a CRZ extending 12' from the tree trunk in all directions.

**2.1.3** Unless approved first by the City, a tree protection zone shall, at a minimum, encompass the critical root zone and shall be established around each tree and any vegetation to be preserved.

**2.2** The following activities shall be prohibited within the tree protection zones: stockpiling of any type, including construction material, debris, soil, and mulch; altering soils, including grade changes, surface treatment, and compaction due to vehicle, equipment, and foot traffic; trenching for utility installation or repair and irrigation system installation; and attaching anything to trunks or use of equipment that causes injury to any tree to remain.

**2.3** Pruning to provide clearance for structures, vehicular traffic, and construction equipment shall be performed under the direction and supervision of a licensed arborist under the direction of the City and shall conform to all International Society of Arboriculture tree pruning standards.

**2.4** Trees must be maintained in good health throughout construction. Maintenance may include watering the root protection zone and/or washing foliage dirtied by construction activities.

**3.0 Damage.**

**3.1** Contractor shall be responsible for any trees damaged by construction activity that are not otherwise designated for removal and shall pay the City as liquidated damages and not as a penalty, the sum of two hundred fifty dollars (\$250) for each damaging event. The total amount payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

**3.2** If a tree designated to remain is removed or irreversibly damaged, the contractor shall be required to remove the remaining tree and stump at no expense to the City, replace the tree with a new 3 inch caliper tree of the same species, as approved by the City, and shall pay an additional penalty to the City of one hundred dollars (\$100) for every inch over 3 inches of the damaged tree's caliper.

**3.3** Contractor shall submit an incident report to the City and payment shall be deducted from sums due to the Contractor.

**4.0 Root Pruning.** When construction activities must encroach into the CRZ, Contractor shall notify the City before proceeding with any such work.

**4.1** Tree roots shall be pruned in such a fashion as to allow for completion of construction. The contractor shall employ a licensed arborist to supervise root pruning that conforms to all International Society of Arboriculture tree pruning standards.

**5.0 Basis of Payment.** No direct payment will be made for tree protection but shall be considered incidental to the contract.

F. Landscaping Rock Along Russell Avenue

**1.0 Description.** This work shall consist of all labor, materials and equipment necessary for the Contractor to remove as needed, store and then reinstall the landscaping rock behind the new modified curb at Parcel 17, 2937 S. Brentwood Boulevard.

**2.0 General Requirements.** Landscaping rock may be stored in stable piles within the temporary construction easement on Parcel 17 if allowed by the Contractor's operations. The Contractor shall take the proper precautions to not disturb the existing cast-in-place retaining wall on Parcel 17 when removing, storing or reinstalling the landscaping rock.

**2.1** If it is determined that the landscaping rock or the existing retaining wall has been damaged due to the Contractor's actions or storing methods, the Contractor shall be responsible for replacement of all damaged items to the property owner's satisfaction at the Contractor's sole cost.

**3.0 Basis of Payment.** The cost of removing, storing and reinstalling landscaping rock along Russell Avenue will be incidental to the unit price of the items associated with the disturbance. No direct payment will be made for any materials, equipment, time, or labor which is performed under this provision.

G. Jobsite Appearance and Cleanliness

**1.0 Cleanliness of Project Site.** It shall be the Contractor's responsibility to maintain a jobsite that is clean and free from unnecessary waste material. The Contractor shall, at all times, keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the jobsite.

**1.1** At the end of each workday, the Contractor shall remove all remaining waste materials from and about the project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces, including, but not limited to, streets, sidewalks, entrances and driveways, tree boxes, cars and other private property, and leave the jobsite "broom-clean" or its equivalent.

**2.0 Storage of Materials and Equipment.** Equipment and materials shall be stored at locations as directed and approved by the Engineer.

**3.0 Dust Control.** The Contractor shall take all reasonable precautions to avoid the creation of excessive dust because of construction operations. Should excessive dust result from the Contractor's operations, or complaints regarding dust be received from private property owners, the

Contractor will be required to take immediate corrective action to alleviate and resolve the dust concern. Should any private property be damaged by excessive dust because of the Contractor's operations, the damage shall be repaired at the Contractor's expense.

**4.0 Failure to comply with the requirements of these provisions will result in an immediate issuance of a Stop Work Order.**

**5.0 Basis of Payment.** No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.

#### H. Site Restoration

**1.0 Description.** Restore to its original condition any disturbed area at sites including, but not limited to items such as, curb and gutter, guardrail, pull box, conduit, and pole base installations. Restoration shall be accomplished by placing material equivalent to that of the adjacent undisturbed area. Disturbed unpaved areas shall be fertilized and either seeded and mulched or sodded as directed by the engineer. The engineer will have the final authority in determining the acceptability of the restoration work.

**2.0** If the contractor elects and receives approval from the engineer for alternate trench and/or pull box locations, any areas of concrete slope protection, sidewalk, pavement, shoulders, islands and medians – as well as any similar improvements consisting of asphaltic concrete materials – removed in conjunction with their construction shall be replaced with improvements of similar composition and thickness. Removals shall be achieved by means of full depth saw cuts, the resulting subgrade compacted to minimum density requirements and topped with 4 inches of compacted aggregate base course prior to replacement of surface materials. Concrete materials used in replacement, shall be approved by the engineer. A commercial asphalt mix may be used for replacement of asphaltic surfacing upon approval of the engineer.

**2.1** Any sidewalks and curb ramps that are disturbed as described in this provision shall be replaced to meet current ADA standards.

**2.2** Areas that are used by the contractor for jobsite trailers, equipment and materials storage, or used for project staging areas that are disturbed shall be cleaned up and restored to a condition that is both acceptable to the engineer and, at a minimum, equivalent to the existing site condition.

**3.0 Basis of Payment.** The cost of restoration of disturbed areas will be incidental to the unit price of the items associated with the disturbance. No direct payment will be made for any materials, equipment, time, or labor which is performed under this provision.

#### I. Concrete Sidewalk and Curb Ramps

**1.0 Description.** Sidewalk and ADA curb ramps placed on the project shall consist of an 8-foot wide concrete path (on Russell Avenue), a 10-foot wide concrete path and a 12-foot wide concrete. All shall be designated as shared-use paths. Additional construction requirements are necessary for installation of this sidewalk and ADA curb ramps as noted below.

**2.0 Construction Requirements.** Proposed curb ramp types have been identified in the plans for the contractor's information for estimating purposes. The contractor may be permitted to deviate

from the curb ramp type shown at a given location, provided that the contractor-proposed change has been approved by the engineer, stays within the constraints of all Right of Way and easements, and the final product is compliant with current ADA standards. No additional payment will be made for any design work or additional labor, equipment, materials, and time associated with a contractor-proposed modification to the ADA curb ramps.

**2.1 Control Joints.** Lateral joints are to be constructed in accordance with Sec 608. No additional longitudinal joint in the center of the sidewalk is required.

**2.2 Thicknesses.** The plan thickness of the concrete sidewalk on the project varies with the width of the sidewalk. Therefore, the thickness of the sidewalk shall be no less than the stated plan thickness. The thickness of the curb ramps shall be no less than 7 inches of concrete.

**2.3** All work performed for this item shall be in accordance with Sec 304, 608, and 609. All concrete curb ramps shall include 4 inches of Type 5 Aggregate Base underneath and any necessary integral curbing required for construction of an ADA-compliant ramp.

**3.0 Method of Measurement.** Measurement of concrete sidewalk will be made in accordance with Sec 608. For curb ramps, measurement will be made per each ADA-compliant curb ramp installed by the contractor and accepted by the engineer. Base rock and integral curbing required for construction of the curb ramps shall be considered incidental to the construction of the curb ramps and no measurement will be made for these items.

**4.0 Basis of Payment.** Payment for the accepted quantity for concrete sidewalk will be made in accordance with the contract unit bid price for 608-60.04 Concrete Sidewalk, 4 In. Thick and 608-60.07 Concrete Sidewalk, 7 In. Thick and includes all labor, equipment, materials, and time required to comply with this provision. Payment for ADA curb ramps will be made in accordance with the contract unit bid price for 608-99.02 Concrete Curb Ramp 8ft Wide; 608-99.02 Concrete Curb Ramp 10ft Wide; 608-99.02 Concrete Curb Ramp 12ft Wide and includes all labor, equipment, materials, and time required to comply with this provision.

J. Damage to Existing Pavement, Shoulders, Side Streets and Entrances

**1.0 Description.** This work shall consist of repairing any damage to existing pavement, shoulders, side streets, and entrances caused by contractor operations. This shall include, but is not limited to, damage caused by the traffic during contractor operations within the project limits including the work zone signing.

**2.0 Construction Requirements.** Any cracking, gouging or other damage to the existing pavement, shoulders, side streets, or entrances from general construction shall be repaired at the contractor's expense. Repair of the damaged pavement, shoulders, side roads, or entrances shall be determined by the engineer.

**3.0 Method of Measurement.** No measurement of damaged pavement or shoulder areas or damaged side roads or entrances as described above shall be made.

**4.0 Basis of Payment.** No payment will be made for repairs to existing pavement, shoulders, side roads or entrances damaged by contractor operations.

K. 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](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 compliant 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. Erosion and Sediment Control & Land Disturbance Permits**

**1.0 Erosion and Sediment Control Description.** It shall be the responsibility of the Contractor to provide all temporary erosion control measures necessary to control pollution, sedimentation, and/or erosion caused by the Contractor's activities. Work under this item shall conform to the applicable provisions of the St. Louis County's Sediment and Erosion Control Manual, latest edition. The temporary pollution control provisions contained herein shall be coordinated with the permanent erosion control and BMP features specified elsewhere in the Contract to the extent practical to assure economical, effective and continuous erosion control throughout the construction and post-construction periods.

**1.1 Missouri Department of Natural Resources (MoDNR) Land Disturbance Permit.** The Contractor is hereby advised that the City of Brentwood has acquired a Missouri State Operating Permit land disturbance permit for the Brentwood Bound project that includes the project limits along Russell Avenue and Brentwood Blvd. A copy of MoDNR permit #MORA21992 is found in the Bid Book. The Contractor shall perform all construction operations in compliance with the requirements of this permit.

**1.2 St. Louis County Land Disturbance Permit.** It shall be the responsibility of the Contractor to obtain the St. Louis County Land Disturbance Permit. The Contractor is responsible for supplying a completed application and all supporting documents for obtaining this permit. The Contractor shall pay all necessary fees to obtain permit approval and costs incurred shall be included in the basis of payment.

**2.0 Method of Measurement.** No separate measurement shall be made for pollution, sediment, or erosion control measures, such as temporary berms, slope drains, sediment basins, silt fence, storm drain protection, erosion control blankets, fiber rolls and wattles and/or temporary seeding.

**2.1** Land Disturbance Permits will be measured as a lump sum for the execution of the permit applications, associated documents and permit approvals through Missouri Department of Natural Resources and St. Louis County.

**3.0 Basis of Payment.** All labor, equipment, materials and other necessary measures to control pollution, sedimentation, and/or erosion shall be paid for completely at the one lump sum contract bid price for 806-99.01 "Erosion and Sediment Control".

**3.1** All labor, materials, time, fees, and equipment to obtain necessary land disturbance permits and abide by the requirements therein shall be paid for completely at the one lump sum contract bid price for 203-10.30 "Land Disturbance Permits".

M. LPA Buy America Requirements JSP18-08

**106.9 Buy America Requirement.** On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

**106.9.1** Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

**106.9.2** "Minor usage" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

**106.9.3** Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000.

**106.9.3.1** Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

**106.9.3.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The Engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the Engineer and retained for a period of 3 years after the last reimbursement of the material.

**106.9.3.3** Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for signposts, anchorage inserts, etc. The certification shall read “I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage”. The certification shall be signed by an authorized representative of the prime contractor.

**106.9.4** When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

## N. Great Rivers Greenway (GRG) Signs

### PART 1 – GENERAL

#### 1.1 SUMMARY

A. This section covers all custom sign work per Great Rivers Greenway Exterior Sign design standards. This section does not apply to “environmental graphics”. See the Construction Documents for further direction. Please see GRG’s Exterior Sign Design Standards manual at [https://eklues.wpenginepowered.com/wp-content/uploads/2022/02/GRG\\_StandardsManual-022122.pdf](https://eklues.wpenginepowered.com/wp-content/uploads/2022/02/GRG_StandardsManual-022122.pdf) for custom sign standard installation guidelines.

B. The General Contractor (Contractor) is responsible for the installation and condition of the signs, including but not limited to: construction of the below-grade components such as foundations (footings), connection bolts (if applicable), as well as connecting the signs to the foundations. The Fabricator, as referenced within this section, is the Developer’s pre- selected sign supplier, and is responsible for the fabrication of all above-grade sign components, including foundation connection plates, if applicable, and shipping. The Developer, as referenced within this section, will provide the design of all sign construction and content.

#### C. Fabricator’s responsibilities:

1. Receive, verify, confirm Developer approval, and process the sign order from the Contractor after contract award.
2. Receive, verify, and process the final sign content and artwork design documents provided by the Developer after contract award.
3. Fabricate all signage and graphics per the final design documents provided by the Developer after contract award.
4. Be knowledgeable of relevant federal, state and local code requirements, and be responsible for ensuring that all signs meet current local, state and federal codes, especially, but not limited to, ADA and Fire/Life Safety codes.
5. Develop graphic proofs of all sign faces using messaging from Developer’s Construction Documents and obtain the Developer’s approval of such proofs.
6. Notify the Developer’s Representative immediately if any discrepancies exist within the

Construction Documents or field conditions.

7. Fabricate all above-grade components, including connection plates, of the signs according to the Developer Sign Standards and the Construction Documents.
8. Ship completed signs and appurtenances to the Contractor's designated location.
9. Verify sign installation locations on-site with the Contractor, Developer, and Developer's Representative.

D. Contractor's responsibilities:

1. Secure any and all necessary permits for signage installation.
2. Order signs from Developer's pre-selected sign supplier according to Developer's contractually secured unit prices.
3. Work with the Developer's Representative to coordinate with other trades performing work on site.
4. Construct sign foundations and connection bolts per the Construction Documents and the Developer Sign Standards.
5. Be knowledgeable of relevant federal, state and local code requirements, and be responsible for ensuring that all signs meet current local, state and federal codes, especially, but not limited to, ADA and Fire/Life Safety codes.
6. Notify the Developer's Representative for any serious variations of local site soil conditions for below-grade components of the signs, such as foundation and connection bolts, and incorporate all the safety features necessary to adequately support the sign for its intended use and purpose, as required by approvals and permits, and to protect the Developer.
7. Visit the site to observe existing site and soil conditions, verify mounting conditions and space availability, take field measurements and verify all signage locations with Developer's Representative prior to directing the Fabricator to start fabrication. If access to the site is unfeasible, the Contractor shall obtain the Developer's Representative's approval of such situation prior to directing the Fabricator to start.
8. Work with the Developer's Representative to secure any necessary variances.
9. Notify the Developer's Representative immediately if any discrepancies exist within the Construction Documents or field conditions.
10. Provide all submittals outlined in the specifications in a timely fashion and according to the agreed upon contract schedule.

## 1.2 WARRANTY

A. Extend in writing all manufacturers' warranties.

B. Assure materials, and processing or application of materials, comply with the manufacturers' warranties.

C. Obtain a minimum five (5) year extended warranty and assign to Developer on all paint and powder coat applications.

D. Obtain a minimum eight (8) year manufacturer's extended warranty and assign to Developer on the sign face.

E. Seller warrants that the items or services to be furnished hereunder are:

(a) new and free from defects in design, materials, or workmanship; (b) in full conformity with

Buyer's specifications, drawings, technical and other data, Seller's samples or other description; and (c) merchantable and fit for the use intended by Buyer. This warranty shall extend for a period of 24 months from installation (the "Warranty"). Seller further warrants that it has good title to the items to be provided hereunder, has the right to convey good title to such items, and such items are free and clear of the claims of third parties. The warranties provided herein shall be in addition to any warranties of additional scope given to Buyer by Seller whether express, implied or by operation of law, including without limitation warranties implied pursuant to the applicable Uniform Commercial Code. All Warranties shall be automatically assigned to Buyer without notice to Seller. All warranties shall survive acceptance or payment by Buyer. If any items or services are found to be defective within the Warranty period, then Buyer shall notify Seller of such defect and Seller shall repair or replace the defective items or services, at Seller's cost, as soon as reasonably possible. Neither acceptance nor payment for all or any items or service shall be deemed to be a waiver of Buyer's rights under this Order or applicable law. In addition to the foregoing rights and remedies, Buyer shall be entitled to recover any damages allowed by law, including special or consequential damages together with reasonable attorney's fees and other expenses.

- F. Repair or replace, including installation, any defective signs or hardware, which develop during the warranty period and repair any damage to other work due to such imperfections at no charge to the Developer and to the Developer's satisfaction.

### 1.3 SUBMITTALS

- A. Pre-Fabrication Submittals: Submit the following to the Developer's Representatives for review and approval prior to directing the Fabricator to start of each respective sign fabrication.
  - 1. Contractor's Final Sign Plan and Order: Detailed schedule of each sign type, numbers of signs, exact messaging, and placement plan. Contractor shall also provide documentation from the Fabricator confirming the Fabricator has received the order and received the Developer's final sign content and artwork design documents.
  - 2. Fabricator's Proofs Approval Confirmation: Documentation confirming Fabricator's receipt and approval of sign proofs by the Developer.
- B. Fabrication Submittals: Submit the following to the Developer's Representatives for review and approval during and after signage fabrication as described.
  - 1. Schedule: Include detailed fabrication and installation plans/tasks within the Construction Schedule updates.
    - a. Include all pertinent dates and milestones such as submittal dates, required approval dates, fabrication dates, delivery dates, and installation dates.
    - b. Include all lead times for materials and third-party supplied items.
    - c. Allow a minimum of 15 business days for any Developer and/or Developer Representative's review with one round of revisions built in unless otherwise noted within the bid schedule.
  - 2. Fabricator's Pre-Shipping Photos: Secure and provide copies of photos to Developer's Representative of all signage prior to packing and shipping.
  - 3. Post-Fabrication Submittals: Upon completion of the initial installation, the following are to be submitted – one hard copy and one electronic (pdf) copy:
    - a. Maintenance instructions and manuals for all sign components (lighting, paint, etc.), along with any amended drawings, as-installed sign location plans and approved keystroke documents.
    - b. Instructions for maintenance and waxing of painted, powder coated and fiberglass

elements.

- c. Templates for all insertion-based signs, utilizing standard software for the Developer's use in printing replacement inserts
- d. One (1) pint of each finish paint color for touch-up purposes.
- e. Warranty documentation, as outlined above.

#### 1.4 QUALITY ASSURANCE

- A. The materials, products, equipment and performance specifications described within, establish a high-quality standard of required function, dimension, appearance, performance and quality to be met by the Contractor.
- B. Materials used for this project shall be new materials, not reconditioned.
- C. Contractor shall only use workforce skilled and experienced with the products, methods, and installation requirements outlined for this project.
- D. Installation is to withstand severe abuse and souvenir theft vandalism, but not less than the equivalent of resisting simple hand implements and tools (screwdrivers, knives, coins, keys, and similar items), and adult physical force. It is the Contractor's responsibility to suggest alternate installation methods, should they be deemed necessary to hinder theft or vandalism.
- E. Regulatory Requirements: Signage shall meet or exceed requirements of all current applicable local, state and federal codes, including, but not limited to:
  - 1. MUTCD standards manual, 2009 edition with the 2012 revisions;
  - 2. 2010 Americans with Disabilities Act Standards for Accessible Design, including local modifications and amendments; and
  - 3. Local and State Building and Fire Codes.

#### 1.5 DELIVERIES, STORAGE AND MATERIAL HANDLING

- A. Receive and inspect all shipped items for accuracy, defects, and damage immediately upon receipt. Any damage not reported to the Developer's Representative and Fabricator within 24 hours of delivery shall be the responsibility of the Contractor.
- B. Fabricator shall pack, wrap, crate, bundle, box, bag, or otherwise package, handle, transport, all fabricated work as necessary to provide protection from damage.
- C. Provide clear and legible identifying information on all product packaging to ensure proper on-site identification and installation.
- D. It is recommended to cover all sign faces with a low-tack protective vinyl cover, to be removed after installation. This is to help minimize minor scratches and nicks that happen during unpacking and installation.
- E. Contractor shall coordinate the delivery and secure storage of signs with the Developer's Representative to meet deadlines.

#### PART 2 – PRODUCTS

## 2.1 MANUFACTURERS

### A. Substitution:

1. No substitution will be considered unless Developer's Representative has received written request for approval.
2. Equal or better equipment or method may be recommended, but fabricator will be required to provide full documentation, upon request, establishing such a substitution's equality or superiority as measured in: compliance with the visual design intent, cost, ease of maintenance, and performance.
3. The Owner's Representative decision of approval or disapproval of a proposed substitution shall be final.

### B. Approved manufacturers include:

1. Acrylic Polyurethane Paint: Matthews Paint Company or Akzo Nobel
2. Powder Coating: Cardinal Polyurethane
3. Exterior Vinyl: 3M or equivalent
4. 3M custom traffic reflective sign face (CTSF program). Full face, digitally printed (using 3M UV-cured inks) onto 3M reflective sheeting with 3M acrylic overlay film.
5. Acrylic Sheets: Rohm and Hass Co, Acrylite or equal.
6. Panaflex: 3M or equivalent
7. Exterior Extrusions: SignComp, Charleston Industries or equivalent
8. Exterior Tactile signs: Gravoply or equivalent
9. Stainless Steel Strapping System: Band-It or equivalent
10. Banner Hanging System: Banner Saver
11. Electronic Message Centers: Daktronics, Firewatch, Vantage LED
12. Adhesive Silicone: Dow Corning or equivalent
13. Adhesive Tape: Polyfoam or "Isotac" by 3M or equivalent

## 2.2 MATERIALS

- A. Aluminum: suitable for ornamental work. Finish to be smooth and free of imperfections. Alloy based upon structural requirements of the signage design.
- B. Material thickness are provided in the Developer's Sign Standards.
- C. Structural Steel: galvanized rolled steel or equal as required to meet structural requirements.
- D. Adhesive vinyl: opaque color, reflective color, translucent color and transparent color.
- E. Exterior grade paint: acrylic polyurethane paint in solid and metallic colors with primer and Super Satin Clearcoat finish.
- F. Miscellaneous mounting hardware: including but not limited to, screws, bolts, stainless steel cable, hinges, and adhesives.

- G. Labels: Only labels required by law are permitted on the exterior of the sign face.
  - 1. Labels shall not be on the primary messaging faces of the sign, unless dictated so by the local ordinance.
  - 2. Labels shall be located in a position as discreet as possible.
  - 3. No other labels are permitted on the signs.
  - 4. Fabricator contact information may be placed inside the sign on the access panel.
- H. All printed graphics shall be printed at a minimum of 300 DPI using exterior grade UV inks.
- I. Sign Substrates:
  - 1. Aluminum sheet: 0.5" minimum thickness for side-mounted signs and 0.125" minimum thickness for all other signs unless otherwise specified.
  - 2. All sign substrates shall comply with sign sheeting warranties.
- J. Sign Sheeting:
  - 1. Sign sheeting shall be in accordance with latest versions of ASTM D 4956 and AASHTO M 268.
  - 2. Color and luminance values for all types of reflective sheeting shall be in accordance with ASTM D 4956.
  - 3. Sign sheeting shall have sufficient adhesion, strength and flexibility such that the sheeting can be handled, processed and applied according to the manufacturer's recommendations without appreciable stretching, tearing, cracking or other damage.
  - 4. Adhesive performance for retroreflective sheeting shall be in accordance with ASTM D 4956.
  - 5. The sheeting surface shall be in condition to be readily screen processed and compatible with transparent overlay films, and recommended transparent and opaque screen process colors.
  - 6. The sheeting manufacturer shall furnish information as to the type of solvent or solvents that may be used to clean the surface of the sheeting without detrimental loss of performance and durability.
  - 7. Standard reflective sheeting, also known as "Engineer Grade", shall be manufactured from "3M IJ680CR-10" reflective film with "3M 8518 Vandal Guard" Exterior Gloss overlay laminate. Background sheeting shall be of the same.
  - 8. Retroreflective sheeting, also known as "Diamond Grade" shall meet the requirements for ASTM D 4956 Type XI retroreflective sheeting. Background sheeting shall be of the same.
  - 9. Retroreflective sheeting having a datum mark on the surface shall be oriented vertically. ASTM D 4956 Type XI retroreflective sheeting applied as legend and border for specific signing applications, without a datum mark on the surface of the sheeting, shall be evaluated for rotational sensitivity per AASHTO M 268, Section 3.3.
  - 10. Retroreflective sheeting products that do not meet the rotational sensitivity requirements of Section 3.3 shall follow guidelines detailed in AASHTO M 268 Section 3.3.1 and fabricated per AASHTO M 268 Section 3.3.2.

## 2.3 FABRICATION

- A. Details on design drawings indicate a design approach for sign structure but do not necessarily include all fabrication details required for the complete structural integrity of the signs, including consideration for static, dynamic and erection loads during handling, erecting, and service at the installed locations.

- B. Site-verify all locations to determine special installation requirements, uneven footing needs based on sloped grades. Field verify measurements for wall mounted and glass-mounted signage, etc. prior to fabrication.
- C. A sign shall consist of acceptable substrate flat sheets or extruded panels retroreflectorized on the face side with all letters, numerals, symbols, borders, corners and route shields mounted on the face, and shall include all necessary mounting devices shown on the plans. Signs equal to or greater in width than six feet are considered structural (ST) and shall be fabricated on extruded panels. Signs less than six feet in width will be considered sheet (SH) signs and shall be fabricated with flat sheet. Any exceptions to these fabrication standards will be indicated on the plans.
- D. Fabricate signage such that major components of the sign can be removed and replaced with similar components. Incorporate this changeability such that it does not promote vandalism but can be done by a qualified maintenance crew.
- E. Within fabrication tolerances, allow for expansion and contraction of materials due to temperature changes as appropriate to the project location.
- F. Construction Methodology:
  - 1. The drawings call for a variety of fabrication techniques.
  - 2. Sign faces are to be fabricated using aluminum sheets of varying thicknesses, as specified on design drawings, with a minimum thickness as specified under Sign Substrates.
  - 3. All aluminum substrate shall be given a chromate conversion coating in accordance with ASTM B 449, Class 2, and shall be prepared by one of the Treatment Sequence Options described in ASTM B 449, Appendix X2 as well as 3M's Sign Base Surface Preparation Information Folder 1.7, August 2013 (or the most recent date).
  - 4. Conceal all fasteners except for access panels or where approved otherwise by Owner's Representative and Designer. Access panel fasteners are to be stainless steel, tamper resistant, counter-sunk flush screws, painted to match adjacent finish.
  - 5. All hardware and fasteners within reach shall be vandal resistant.
  - 6. All panel adapters shall match the corresponding sign substrate thickness
  - 7. Any sign faces smaller than 8' by 20' are to be fabricated from 1 piece of seamless material.
  - 8. To prevent electrolysis, separate all ferrous and non-ferrous materials with a non-conductive gasket or barrier and utilize stainless steel fasteners as required.
  - 9. Welded joints:
    - a. Exposed welded joints must be filled and ground smooth so that there is no seam visible when painted.
    - b. Dimensional and structural welding defects will not be accepted, including but not limited to: poor weld contours, including excessive bead convexity and reinforcement, and considerable concavity or undersized welds; cracks; undercutting; porosity; incomplete fusion; inadequate penetration; spatter; and non-metallic inclusions.
    - c. Welding is to be performed by AWS (or similar) certified personnel, following AWS Standard Welding Procedure Specifications (SWPSs) for steel, aluminum, and stainless steel as appropriate.
  - 10. Non-welded joints between various portions of signs must have a tight, hairline-type appearance, without gaps. Provide sufficient fastenings to preclude looseness, racking, or

similar movement.

11. Exposed edges are to be finished such that no saw marks are visible.
12. Drain holes:
  - a. Provide drain holes as needed to prevent accumulation of water within signs.
  - b. Holes must be inconspicuous and located such that drainage does not occur onto signs, or other surfaces subject to staining.
  - c. Provide internal system of baffles to prevent "light leaks" through drain holes of illuminated signs.
  - d. Use color-coordinated stainless steel bug mesh screen over drain holes or vents.
13. Visible metal joints must adhere to a fit tolerance of 0.01".
14. Sign panels shall be appropriately pre-drilled/pre-cut before priming and painting or coating.
15. The perimeter of both faces of all sign panels shall be tooled/rounded slightly to avoid any potentially cutting or sharp edges.
16. All signs shall be of the highest quality with consistent daytime and nighttime color and retroreflectivity throughout the sign and produced as follows.

G. Coating:

1. The surfaces of metal posts and supports are to be powder coated per the most recent Cardinal product bulletins.
2. Preparation of surfaces to include removal of all scratches and imperfections, sanding and chemical etching.
3. Substrate cleaning, preparation, application and thickness to be in strict compliance with Cardinal published recommendations.
4. Surfaces to be properly covered with a primer per manufacturer's recommendations.
5. Acceleration of the drying process is not allowed.
6. All backs and edges of signs shall be painted with Matthews Paint or Akzo Nobel to match post and support color.
7. All paint and powder coat finishes to be a satin finish.
8. All painted surfaces to have a clearcoat finish to add UV protection and protection from the elements.

H. Direct Embed Coating Systems (DECS) permanent imaging thermally-embedded in flat surfaces and dimensional objects shall be used for the informational signage identified in the drawings.

1. Process: The process embeds a high-resolution image deep into and throughout a super durable powder coated layer. The image is embedded inside the powder and flows seamlessly over edges and corners. It is not a film or a laminate. There are no visible corners and no delamination. The process shall be capable of coating and decorating both flat surfaces and dimensional objects.
  - a. Product substrates selected shall be able to withstand the 350 degree F (177 degree C) temperature of the powder coating oven. This includes and is not limited to aluminum, steel, glass, MDF, ceramic and high temperature plastics.
2. Characteristics: Coating shall be super durable polyurethane powder coated finish that is resistant to abrasion, humidity and corrosion. It shall be anti-graffiti, scratch resistant and non-combustible. The coating process shall be applicable for both interior and exterior applications. Coating shall withstand high traffic and extreme weather.
  - a. Available characteristics include anti-skid, antimicrobial, post-formable and super texture.
3. Capability: Embed process capability shall allow parts from the size of a button to 24 feet (7315 mm) in length. Includes dimensional objects, flat and embossed sheets, extruded profiles, and

folded panels.

4. Submittals: Submit under provisions of this section:
  - a. Product Data: Manufacturer's data sheets on each product to be used.
  - b. Shop Drawings: For all fabrications, including details of construction and attachment to adjacent surfaces.
  - c. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square representing actual product, color, and patterns.
  - d. Certificates for percentage of recyclable base materials, recyclable transfer film and organic water-based inks.
  - e. Coating Process documentation of polyurethane powders emitting zero or near zero volatile organic compounds (no VOC's).
5. Manufacturer: Manufacturer must have minimum 3 years experience manufacturing similar products. Manufacturer shall have capability to provide a "delegated design" responsibility including prototypes, value engineering and budget analysis.
6. Quality Assurance Process: The following services shall be provided by the manufacturer to deliver the specified product for installation.
  - a. Project Management: Management of the design facilitation, review, prototype and implementation process.
  - b. Value Engineering: Reviewing possible cost saving approaches for single or multiple production pieces.
  - c. Prototype Development: Creating a full design element or portion of the element that reflects the final production piece.
  - d. Production/Fabrication: Creation of the final production piece.
  - e. Coating and Embedding: The powder coating and embedded decoration of the final production piece.
  - f. Installation and Service: Installation of the final production piece as well the maintenance of the final piece after installation.
7. Conditions: Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.
8. Sequencing: Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.
9. Warranty: Provide manufacturer's standard warranty for up to 10 years depending on location, substrate, environment and amount of direct sunlight.
10. Acceptable Manufacturer: Direct Embed Coating Systems; 6 Morris St., Paterson, NJ 07501. ASD. Tel: (954) 825-0410. Email: [info@directembedcoating.com](mailto:info@directembedcoating.com). Web: <http://www.directembedcoating.com>.
11. Substitutions: Not permitted.
12. Powder Coating with Embedded Image using DECS Equipment: As manufactured by Direct Embed Coating Systems. Coating shall be resistant to abrasion, humidity and corrosion; anti-graffiti, scratch resistant, non-combustible, super-durable (UV resistant), and TGIC free (non-toxic). Suitable for both interior and exterior applications. Coating shall withstand high traffic and extreme weather.
  - a. Substrate Material: As indicated on the Drawings.
  - b. Image Source: As indicated on the Drawings.
  - c. Color: As indicated on the Drawings.
  - d. Finish: As indicated on the Drawings.
13. Examination: Do not begin installation until substrates have been properly prepared. If substrate preparation is the responsibility of another installer, notify Developer's

- Representative of unsatisfactory preparation before proceeding.
14. Preparation: Clean surfaces thoroughly prior to installation. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
  15. Installation: Install in accordance with manufacturer's instructions and in proper relationship to adjacent surfaces.
  16. Protection: Protect installed products until completion of project. Touch-up, repair or replace damaged products before Substantial Completion.
- I. Fonts/Typefaces:
1. Fonts used within the Designer's programs were purchased by and are licensed to the Designer. It is the responsibility of the fabricator to purchase the specified licensed fonts for use within this program. See the design intent typography page for the specific fonts. Fonts are Clarendon and Gotham and specific type is included in the INDD files.
  2. The designer is responsible for spacing the letters (Kerning) to meet ADA code requirements.
  3. Letter height/cap height is based upon the height of the capital letter "E" or any capital character that has a flat top and base.
  4. Under no circumstances are typefaces to be electronically distorted ("squeezed" or "extended") for purposes of fitting to the specified sign or general alteration of the sign face composition unless noted in the drawings. This includes (but is not limited to) stretching, squeezing, tilting, outlining or shadowing.
  5. Apostrophes and quotation marks are to be used, not footmarks and inches. Note that there is a difference in most fonts.
  6. Fabricator to reference spacing within the Design files. Layout of copy is critical for the proper function of the wayfinding signage. Any typesetting concerns or issues are to be brought to the Designer for resolution recommendations.
  7. Fabricator is responsible for correcting any typesetting errors that may be necessary.
- J. Silk-screen, digital printing and vinyl copy:
1. All letterforms, symbols or graphics shall be reproduced either by photographic or computer-generated means.
  2. Cutting shall be done such that edges and corners of finished letterforms will be straight, sharp and true.
  3. Letterforms with nicked, cut, ragged, rounded corners, and similar disfigurements will not be acceptable.
  4. Copy is to match the sheen of the copy panel background (satin).
  5. Surface of letters shall be uniform in color finish, and free from pinholes and other imperfections.
  6. Silk-screened images shall be executed with photo-processed screens prepared from original electronic art.
  7. Use only weather-resistant coating materials that are compatible with substrates.
  8. Silk-screening shall be highest quality, with sharp lines and no sawtooth or uneven ink coverage.
  9. Images shall be uniform in color and ink thickness.
  10. Images shall be free from squeegee marks and lines resulting from improper print stroke or screen off contact height.

## PART 3 – EXECUTION

### 3.1 DEMOLITION

- A. It is required that the contractor remove all existing signs as noted on the demolition plan.
- B. Contractor is to remove all below grade footings and foundations completely to a minimum depth of 8" below grade and fill with compacted soil.
- C. If there are electrical connections, contractor must properly terminate them.
- D. Contractor is responsible for disposal of existing signage. Recycling is encouraged. Open dumping is prohibited. Coordinate with Developer's Representative.
- E. Contractor is to repair and bring to consistent look with surrounding area (includes hardscaped or landscaped areas) any areas damaged or left exposed in an unfinished condition due to the removal of a sign.

### 3.2 INSTALLATION

- A. Permits and Variances:
  - 1. Research relevant local code requirements and honor the same in fabrication and installation.
  - 2. Secure all necessary permits for signage installation. Coordinate with the Developer's Representative to secure variances, should any be required.
  - 3. Have all underground utilities properly located and marked. Any damage to below-grade utilities or structures are the responsibility of the Contractor.
- B. Site Visit:
  - 1. Ensure that every building-mounted sign location has the necessary blocking for safe and secure mounting. Where additional blocking is needed, recommend changes and receive approval from the Developer's Representative prior to beginning installation.
  - 2. The final Sign Placement Plan, adapted from the Construction Documents, shall be consulted together, and all sign locations shall be approved on-site by the Fabricator, Developer, and the Developer's Representative to determine the precise location for each sign. Any necessary adjustments will be made with the approval of the Developer.
- C. Contractor to maintain current signage and directional information during installation in order to continue to provide proper wayfinding. This can be done through the use of temporary signs, or vinyl over existing sign faces as directed by the Developer's Representative.
- D. Contractor to coordinate delivery and temporary storage of signage with the Developer's Representative.
- E. Contractor to provide a site logistics plan indicating the work areas, proposed equipment and power sources, extent and duration of street closures, and schedule time/dates of the respective sign installations. This schedule is to be updated on a weekly basis if changes occur.
- F. Masonry/Foundations:
  - 1. All concrete bases for signage are to be poured in place from thoroughly mixed and agitated concrete.
  - 2. Concrete used for foundations shall meet the requirements for concrete materials in accordance with the concrete specifications and the specified testing.

3. Foundations are to extend beneath the frost line, or deeper to meet local code.
4. All foundations or bases should be poured within a form and level with grade unless otherwise specified in the design drawings or as specified by state or local code.
5. Foundations should not extend above grade more than 1.5" and exposed edges should be finished with a bevel to prevent chipping or hazards, unless otherwise indicated in the Construction Documents.
6. It's recommended that the concrete be floated by machine or hand before finishing in order to embed larger aggregates especially when part of the foundation or base extends above ground.
7. Concrete surface should have a smooth or brushed finish grade appearance. Match the finish appearance of connecting concrete surfaces when applicable.
8. All concrete bases and foundations should be edged to break any bond with the form and create a neat appearance. All forms should be removed once the concrete has properly cured.
9. Provide the necessary templates, mounting plates and hardware for concrete and masonry bases.
10. All masonry (concrete block, poured concrete, brick, slab, veneer, mortar, etc.) is to be properly treated and protected to maintain the structural integrity of the masonry work with exposure to all environmental conditions found at the site. For exposed or visible masonry, this shall include the application of protective sealers or similar finishes to diminish the effects of close-proximity sprinkling or irrigation systems.
11. Wet concrete with foundations and posts must fully cure in place before signage is installed on the foundations or mounted to the posts.

G. Mounting:

1. Signs are to be mounted to the foundations or breakaway bases as indicated in the Construction Documents, centered on the concrete base or foundation, and engineered per code, unless otherwise specified in the Construction Documents or required by code.
2. For all bolts, nuts, washers and other fasteners, use stainless steel 300 series. However galvanized steel is acceptable, so long as all exposed surfaces are sealed.
3. Fabricator to specify mounting hardware and anchoring per the design of the signage. The visual appearance of the sign is not to be compromised from that shown in the design drawings.
4. Install all signage products such that there are no misalignments between visible components. Sign elements intended to be removable or changeable after installation must function as intended without binding, sticking or blocking.
5. All signs to be mounted level and true, and within the guidelines of applicable local, state and federal codes including, but not limited to, the 2010 Standards for Accessible Design (ADA) and fire/life safety codes, where applicable.
  - a. If signs are to be installed in a parking garage where the structural elements are not level due to the grade of the garage, the Developer is to decide whether the sign should be mounted level or aligned with the structural elements.

H. Locating Signs:

1. Contractor must have applicable understanding of the 2010 Standards for Accessible Design (ADA) mounting guidelines, city zoning and other applicable federal, state and local codes, general sign locating practices, and any particular unique installations.
2. Contractor to follow the regulations, noted guidelines, and architectural details around an installation location for the best visual placement.
3. Keep a reasonable distance from protruding objects.

4. Any signage that is improperly located is to be moved to the proper location, and all repairs to wall surfaces and signage are to be handled by the Contractor.
  5. All sign locations must be staked by the contractor for approval by the Developer's Representative prior to installation.
- I. Upon completion of installation, Contractor is to remove any protective covering, tape, or installation hardware. Contractor is then to clean the sign per the manufacturer recommendations, ensuring that sign is clean from dirt, stains, fingerprints, tape residue, etc.
  - J. All exposed hardware is to be touch-up painted on site as required immediately following installation prior to punch list.
  - K. All minor blemishes or marring are to be repaired such that the repairs are imperceptible. Components having permanent, non-removable scratches or defects are to be replaced completely.
  - L. Site Safety and Restoration:
    1. Contractor is responsible for their own safety during the installation period.
    2. Maintain a safe environment for pedestrians and vehicular traffic during the installation period, following OSHA safety standards as necessary.
    3. Keep the Developer's and Owner's premises and the adjoining premises, driveways and streets clean and clear.
    4. Job site shall be left safe, neat and clean at the completion of each day's operation.
    5. In addition to maintaining old or temporary signs for their directional or informational purposes, Contractor is to maintain signage that meets or exceeds MUTCD and local standards during the installation period.
    6. At the completion of work, remove all rubbish, tools, equipment, and surplus materials, from and about the premises, and leave the site as originally found.
    7. Repair or correct damage to other contractors' work resulting from signage installation work.

### 3.3 PUNCH LIST

- A. The Contractor is to complete a walk through with the Developer's Representative immediately following installation to identify any errors, such as construction or installation issues. Such errors are to be corrected in a timely manner, and to the satisfaction of the Developer's Representative.
- B. Fully replace all signs that are in error relative to the working documents (final sign message schedule, design drawings, and Construction Documents).
- C. Correct any installation misalignments at no charge.

## PART 4 – PAYMENT

### 4.1 QUANTITY

- A. The following table is provided for Contractor's information. The sign types are as indicated.

SIGNAGE MESSAGE SCHEDULE			
LOCATION NUMBER	TYPE	MESSAGE	COMMENTS
1	GRG RX-1	TRAFFIC (83)	MESSAGE ON NORTH FACE OF SIGN
20	GRG RX-1	TRAFFIC (83)	MESSAGE ON SOUTH FACE OF SIGN
20A	GRG RX-1	TRAFFIC (83)	MESSAGE ON NORTH FACE OF SIGN
21	GRG RX-1	TRAFFIC (83)	MESSAGE ON SOUTH FACE OF SIGN
22	GRG GX-9 (EXISTING)	EXISTING TRAILBLAZER SIGN - TO BE RELOCATED	FINAL LOCATION TO BE APPROVED IN THE FIELD

Signs at location numbers 1, 20, and 21 have already been purchased and only require installation by the Contractor. Sign 20A requires fabrication and installation. Sign 22 is an existing sign that requires relocation. . **△ Addendum #1 “Added”**

Note: Signs to be removed/demolished shall be included as part of Removal of Improvements. Quantity shown for information only.

#### 4.2 METHOD OF MEASUREMENT

- B. Each location of GREAT RIVERS GREENWAY (GRG) SIGNS shall be measured per each and include all labor, shipping, delivery, materials, footings, posts, etc. necessary to provide the Developer with a finished and installed wayfinding signage.
- C. The measurement of items in this section shall be made per free-standing sign (each) or per sign (each) attached to an existing building, fence, post, etc. The contract unit price shall be considered as full compensation for all labor, equipment, materials, posts, footing, and other construction involved to fabricate the sign and complete the work of installing the signs, including Contractor footings and furnishing and installing anchors.

#### 4.3 BASIS OF PAYMENT

- A. Payment for GREAT RIVERS GREENWAY (GRG) SIGNS will be made at the contract unit bid price 903-99.02 per each sign.

Note: Contractor to determine the final installed costs for each sign using Great Rivers Greenway pre-selected sign supplier for wayfinding signage. The designated manufacturer is as follows:

ENGRAPHIX ARCHITECTURAL SIGNAGE, INC.  
132 Hanley Industrial Court St. Louis, MO 63144  
Ed Brimer, 314-740-5052, ed@engraphix.net

- B. GRG has obtained the following prices from their pre-selected sign supplier (Engraphix). The costs shown below are the material cost for the sign fabrication and shipping, post, hardware, cap. Cost does not include tax, footing design, footing materials, and footing construction. Note: GRG is exempt from sales tax and a tax waiver can be provided to Contractor. For any signs not shown in this list, the Contractor shall be responsible for obtaining all pricing information and finding a supplier (e.g. MUTCD, other signs specified, etc.).

Sign Type	Description	Fab. Unit Cost+ Shipping	Reflective Material
Gx-9	Trailblazer Guide - Single Flag – Existing Pole	\$721.00	Diamond Grade

Kx-1	Secondary Trailhead Kiosk - w/ alternate backs	\$2,428.00	Engineer Grade
Kx-2	Secondary Trailhead Kiosk - New Pole	\$1,260.00	Engineer Grade
Kx-2w	Secondary Trailhead Kiosk - Wall Mount	\$620.00	Engineer Grade
Kx-2f	Secondary Trailhead Kiosk - Fence Mount	\$620.00	Engineer Grade
Kx-2e	Secondary Trailhead Kiosk - Existing Pole	\$708.00	Engineer Grade
Kx-3	Trail Information - New Pole	\$1,164.00	Engineer Grade
Kx-3w	Trail Information - Wall Mount	\$530.00	Engineer Grade
Kx-3f	Trail Information - Fence Mount	\$530.00	Engineer Grade
Kx-3e	Trail Information - Existing Pole	\$590.00	Engineer Grade
Rx-1	Regulatory/Safety - New Pole	\$385.00	Engineer Grade
Rx-1w	Regulatory/Safety - Wall Mount	\$140.00	Engineer Grade
Rx-1f	Regulatory/Safety - Fence Mount	\$140.00	Engineer Grade
Rx-1e	Regulatory/Safety - Existing Pole	\$140.00	Engineer Grade
Rx-2	Mile Marker - New Pole	\$175.00	Engineer Grade
Rx-3	Mile Marker w/Trail Info & Rescue Locator - New Pole	\$385.00	Engineer Grade

O. In-Line Check Valve

**1.0 Description.** This work shall consist of furnishing and installing an in-line check valve in the 12" RCP (55-D to 56-D) in accordance with these specifications and as shown on the plans.

**2.0 Materials.**

**2.1** Check Valves are to be all rubber and the flow operated check type with slip-in cuff connection. The entire Valve shall be ply reinforced throughout the body, saddle and bill, which is cured and vulcanized into a one-piece unibody construction. A separate valve body or pipe used as the housing is not acceptable. The valve shall be manufactured with no metal, mechanical hinges or fasteners, which would be used to secure any component of the valve to a valve housing. The port area of the saddle shall contour into a circumferential sealing area (the bill) that is concentric with the pipe which shall allow passage of flow in one direction while preventing reverse flow. The entire valve shall fit within the pipe inside diameter. The saddle area of the valve must be flat, not conical, and integral with the rubber body above center line in order to not produce any areas or voids that can collect or trap debris. The valve must be easily installed in pipes with poor end condition without the need to modify or utilize the headwall or structure to seal and anchor the valve. Once installed, the Valve shall not protrude beyond the face of the structure or end of the pipe.

**2.2** Valve shall incorporate multiple concave grooves molded integrally into the flat saddle wall thickness extending longitudinally a minimum of 80% of the length of the saddle to reduce opening resistance and reduce head loss.

**2.3** Valve shall incorporate a custom shaped notch in the end of the bill to reduce cracking pressure. The notch shall be at the invert/bottom of the bill and symmetrical about the valve centerline. The longitudinal length of the notch shall be no greater than half the length of the bill.

**3.0 Construction Details.**

**3.1** The outside diameter of the upstream and downstream sections of the valve must be circumferentially in contact with the inside diameter of the pipe.

**3.2** Valves will be furnished with a set of stainless steel expansion clamps. The clamps, which will secure the valve in place, shall be installed in the upstream or downstream cuff of the valve, depending on installation orientation, and shall expand outwards by means of a turnbuckle. Each band shall be pre-drilled allowing for the valve to be pinned and secured into position in accordance with the manufacturer's installation instructions.

**3.3** Manufacturer must have flow test data from an accredited hydraulics laboratory to confirm pressure drop and hydraulic data.

**3.4** Company name, plant location, valve sized patent number, and serial number shall be bonded to the check valves.

**3.0 Basis of Payment.** The accepted In-Line Check Valve, complete in place, will be paid for as an incidental item to 726-13.12 "12 Inch Class III Reinforced Concrete Pipe", and includes all materials, labor, time and all other incidental work or material to satisfy the requirements of this specification.

P. St. Louis County Owned Signals

**1.0 Description.** St. Louis County (County) owns the traffic signals located at the intersections of Brentwood Blvd and Brazeau Ave; Brentwood Blvd and Metro Entrance (North); Brentwood Blvd and Metro Entrance (South). Loop detectors for those signals are located in the intersection approach pavement to be milled. In addition, the project requires the contractor to remove existing and install new pedestrian pushbuttons at this intersection; at a pedestrian accessible location per the project plans.

**2.0 Construction Requirements.**

**2.1 Loop Detectors.** Existing loop detectors shall be disconnected before milling near the detection area. Replacement loop detectors shall be as shown in the plans and meet St. Louis County standards. The contractor shall let the engineer and County know two weeks prior to milling to allow time for adequate coordination. Replacement loop detectors shall be installed within 5 calendar days of the removal of the existing detectors. If the detection is not installed and operational within 5 days, liquidated damages of \$1000 per day will be assessed for each day the detection is not fully operational.

**2.2 Pedestrian Pushbuttons.** The contractor shall exercise care in removing existing and installing new pushbuttons. Should any new or existing pushbuttons be rendered inactive due to the contractor's negligence, they shall be replaced at the contractor's expense. The contractor shall be responsible for securing any permit which may be needed from County. The contractor shall also coordinate this work, along with returning any existing pedestrian signal equipment as directed by the County, with the below contact at least two weeks before commencing any work on the County's signal facilities.

**2.3 Contact.** The contractor shall reach out to the following contact to coordinate all work on St. Louis County's signal facilities at least two weeks prior to commencing any work. The contractor shall also notify the engineer when contacting the County.

Scott Halter  
St. Louis County Dept. of Transportation  
Traffic Signals  
314-615-0202

**3.0 Basis of Payment.** Payment for removal and installation of in-pavement loop detectors and pedestrian signals will be made with the standard pay items included in the contract. No direct pay will be made for compliance with this provision.

Q. Downspouts, Sump Pumps and Sprinkler Systems

**1.0 Downspouts and Sump Pumps.** It will be the Contractor's responsibility to repair or replace pipes that are part of a private down spout or sump pump system that are damaged due to construction activities to the satisfaction of the Engineer. This will include all systems on City right-of-way and private property. The Contractor will be required to make the necessary repairs within five (5) working days at no additional cost to the City or Property Owner.

**1.1 Sprinkler Systems.** It will be the Contractor's responsibility to repair or replace sprinkler systems that are damaged due to construction activities to the satisfaction of the Engineer. This will include all sprinkler systems on City right-of-way and private property. The contractor will be required to make the necessary repairs within five (5) working days at no additional cost to the City or Property Owner.

**1.2** If said repairs are not completed as set out above, the City will make the necessary repairs, and the repair cost will be deducted from payment sums due the contractor, notwithstanding any other provisions given in this Contract.

**2.0 Construction Details.** Pipes that are within existing curb or sidewalk that are being replaced shall be placed back in the curb unless otherwise directed by the Engineer. The down spout or sump pump system shall operate as well or better than before it was disturbed.

**2.1** For all existing private pipes that discharge into ditches that are designated to be eliminated due to new sidewalk installations, the Contractor shall extend the pipe as necessary through the new sidewalk and curb. This will involve extending the pipe as far as necessary to allow the pipe to discharge through the curb for adequate drainage. The method for extending the pipe shall be approved by the Engineer prior to construction.

**3.0 Basis of Payment.** No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.

R. Variable Height Curb, Back of Sidewalk

**1.0 Description.** There are areas on the project where grade differentials require concrete curbs between 6 inches and 12 inches at the back of sidewalk. The Contractor shall provide all necessary labor, materials and equipment to provide concrete integral curbing at the back of sidewalk as described in this specification.

**2.0 Construction Requirements.** All materials and work performed for this item shall be in accordance with Sec 609.

**2.1 Variable Height Curb.** The Variable Height Curb shall be embedded into the ground a minimum of 18 inches below the lowest exposed elevation of the face of the Variable Height Curb and shall be 6 inches wide. Forming will not be required for any underground portion of the Variable Height Curb. The face of the Variable Height Curb shall be tapered from the 6-inch width at the lowest exposed elevation to 5 inches wide at the top as depicted in the contract plans.

**2.2 Reinforcement.** For curb heights 6 inches to 8 inches, reinforcement is not required. For curb heights greater than 8 inches, reinforcement is required as follows: Tie bars shall be #4 epoxy coated steel bars placed at 30 inch spacing (on center) longitudinally along the length of the Modified Curb. The tie bars shall be "L" shaped (MoDOT Standard Bar Bill Shape 19). Lengths of the vertical and horizontal legs shall vary depending on curb height and will be determined by the contractor. The minimum cover around the bar shall be no less than 2 inches.

**3.0 Method of Measurement.** Measurement will be made in accordance with Sec 609.

**4.0 Basis of Payment.** Payment for the accepted quantity for the Variable Height Curb will be made in accordance with the contract unit bid price for 609-99.03 "Variable Height Curb, Back of Sidewalk" and includes all labor, equipment, materials, and time required to comply with this provision.

S. Contractor Surveying and Staking

**1.0 Description.** This work shall consist of providing the necessary surveying and staking for the successful prosecution of the work.

**2.0 Staking Requirements.** Staking work shall be in accordance with general accepted surveying practices and provisions of the contract. The MoDOT's current Engineering Policy Guide (EPG), 238.4, may be used as guidance and is available on MoDOT's web site.

**2.1** The contractor shall preserve all right of way monuments, benchmarks control points and reference marks set by the engineer. If any monumentation is damaged, destroyed or disturbed by the contractor, the cost of replacement will be at the contractor's expense and will be deducted from the payment for the work.

**2.2** All surveying shall be documented by the contractor in a written form acceptable to the engineer. During performance of the work, all surveying documents shall be available and supplied to the engineer upon request, at the contractor's expense. All documents shall be labeled with the route, state job number, county, contractor name, survey party supervisor and date.

**2.3** The engineer will furnish and set control points with known coordinates. The engineer will furnish all coordinate data to lay out the job and locate benchmarks as shown on the plans. The contractor shall provide all other staking necessary for the successful prosecution of the work, including all staking necessary to facilitate the relocation of utilities. All alignment control established by the contractor shall be referenced, and a copy of the references shall be furnished to the engineer.

**2.4** Any surveying or measurements necessary for computing pay quantities will be performed by the engineer. The contractor shall notify the engineer at least two working days prior to disturbing any areas used to calculate pay quantities.

**2.5** All surveying work performed by the contractor shall be sufficient and accurate to construct the work in accordance with the contract documents. Any delays or additional costs to the project which result from insufficient or inaccurate staking or time lost for corrective action will be considered as a nonexcusable and noncompensable delay.

**2.6** The construction centerline shown on the plans shall be accurately established and the control points of all curves shall be referenced. If it is necessary to introduce an equation in order to match the plan stationing or if a plan equation is changed, such changes will be at the written direction of the engineer.

**2.7** Adjustments necessary to provide accurate staking or match improvements to existing features shall be immediately brought to the attention of the engineer. The engineer will determine the nature of the discrepancy and will make revisions as necessary. The contractor shall perform any restaking required by such revisions. Any reimbursement due to the contractor for additional staking due to design errors will be in accordance with Sec 109.4.3.

**2.8** After the centerline has been established and referenced, centerline elevations shall be taken at all stations and at any other points required to ensure the computation of accurate quantities. Centerline elevations shall be based on the plan datum. All benchmarks shown on the plans shall be checked.

**2.8.1** In the event a difference of plus or minus 0.01 foot exists in elevation for any benchmark shown on the plans, check levels shall be run and shown in the notes. The elevations shall be corrected to plan elevation at each benchmark where any difference occurs, and shall be noted in the field notes. If a plan benchmark has been disturbed or if correction of the plan elevation is not feasible, a full explanation shall be made in the notes. The contractor shall furnish to the engineer a listing of benchmarks prior to beginning construction.

**2.8.2** If original plan cross sections differ from existing conditions by an average deviation in excess of one foot, the contractor shall immediately notify the engineer. The engineer will be responsible for taking cross-sections where deviations are determined to exist.

**2.9** After completing any bridge, box culvert or retaining wall staking, the contractor shall furnish to the engineer structural layout plan sheets which show the location of all points that have been staked. At the time of furnishing the marked layout sheets, the contractor shall meet with the engineer to review the layout a minimum of two working days before construction begins.

**2.10** Upon completion of the project, the contractor shall provide to the engineer all original surveying field notes, layouts and computations in standard bound survey notebooks or in a form acceptable to the engineer.

**3.0 Method of Measurement.** No measurement will be made for contractor surveying and staking. This work shall be considered a lump sum unit when a pay item is provided in the contract.

**4.0 Basis of Payment.** When a pay item is provided in the contract, contractor furnished surveying and staking will be paid for at the contract lump sum price and will be considered full compensation for the following:

- (a) Performing this work.
- (b) All material, labor, tools, equipment and incidentals necessary to complete the work.
- (c) For all effects, impacts, cumulative impacts, incidental and consequential costs, loss or damage arising from, relating to or produced by error or discrepancies in surveys or staking and plans based on such surveys or staking, and any cost, including time effects, to correct the errors or discrepancies.

**4.1** Payment for surveying and staking will only be made when a pay item is provided in the contract. If no pay item is provided, all costs associated with surveying and staking shall be considered included in the cost of other bid items.

**4.2** Payment for contractor furnished surveying and staking completed, not to exceed the contract item amount, will be made upon written request by the contractor. Such a request shall be submitted to the engineer two business days prior to the progress estimate date.

**4.3** Complete payment will not be made until the contractor has provided all of the original surveying field notes, layouts, computations and notebooks to the engineer.

## **T.     Utilities**

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

<b><u>Utility Name</u></b>	<b><u>Known Required Adjustment by Contractor</u></b>
Missouri American Water (Water) 727 Craig Road St. Louis, MO 63141 Contact: Monte Griffith Telephone: (314) 996-2247 Email: <a href="mailto:Monte.Griffith@amwater.com">Monte.Griffith@amwater.com</a>	See JSP
Metropolitan St. Louis Sewer District (MSD) (Storm & Sanitary Sewer) 2350 Market Street St. Louis, MO 63103 Contact: Thomas Boehm Telephone: (314) 768-6332 Email: <a href="mailto:tcboeh@stlmsd.com">tcboeh@stlmsd.com</a>	Yes
Ameren Missouri (Electric) 11149 Lindbergh Business Ct. Saint Louis, MO 63123 Contact: Wade Smith Telephone: (314) 810-6108 Email: <a href="mailto:WSmith4@ameren.com">WSmith4@ameren.com</a>	See JSP
MCI/Verizon (Telephone/Fiber) Contact: Domenic Nicastro Email: <a href="mailto:domenic.nicastro@verizon.com">domenic.nicastro@verizon.com</a>	No
Spire (Natural Gas) 4188 Shrewsbury Ave. St. Louis, MO 63119 Contact: Brian Langenbacher Telephone: (314) 768-7767 Email: <a href="mailto:Brian.Langenbacher@spireenergy.com">Brian.Langenbacher@spireenergy.com</a>	No
AT&T (Telephone/Fiber) 211 Gravois Rd. Fenton, MO 63026 Contact: Jim Lashley Telephone: (636) 402-7027 Email: <a href="mailto:jl4728@att.com">jl4728@att.com</a>	See JSP
Charter Communications (Spectrum) (Cable TV) 101 Northwest Plaza Drive St Ann, MO 63074 Contact: Jordan Staat Telephone: (314) 386-1645 Email: <a href="mailto:Jordan.Staat@charter.com">Jordan.Staat@charter.com</a>	See JSP

**1.1** Saint Louis County Department of Transportation Standard Specifications For Road & Bridge Construction, Section 105 Control of Work, 105.7 Cooperation with Utilities: Contractor shall adhere to all specifications.

## 2.0 Ameren Missouri

Electric lines within the project limits.

Ameren Missouri relocation plan has been developed to remove and relocate eleven (11) Ameren poles, guys, and overhead line connections along Russell Avenue. All work to relocate the poles will be the responsibility of Ameren Missouri. Ameren Missouri has requested that the Contractor contact Wade Smith at 314-810-6108 within 14 days of contract award using Premise No. 875011501.

Contractor shall directly contact Ameren Missouri to verify location of facilities and status of relocation/adjustment work. The contractor shall coordinate construction activities with Ameren Missouri and take measures to ensure the integrity of the existing facilities are not disturbed until such time as Ameren Missouri has completed the adjustment work. ~~Relocation work is expected to commence May 15, 2023 and take 4 weeks to complete.~~ A work order for the relocation work is in progress but an official start date has not been provided. Tentatively Ameren will begin work by early September with work being completed in three weeks barring any emergencies.

△ Addendum #1 “Revised”

The City cannot warrant the information above, which was provided by Ameren Missouri.

## 3.0 AT&T

Telephone and Fiber lines within the project limits.

AT&T had two pedestals (green metal boxes) in conflict on Russell Avenue at the base of utility poles to be removed and relocated by Ameren. The Contractor is hereby notified that AT&T completed removal work to remove the two pedestals completely in October 2022. The pedestals were previously located at or around:

- Northwest corner of Hilddale Ave and Russell Ave
- Utility pole near existing driveway of Parcel 12

The City cannot warrant the information above, which was provided by AT&T. Additionally, AT&T has buried fiber lines along the north side of Russell Avenue. The linework for the general location of these lines has been provided on the Plan Documents from available information from AT&T, but are schematic in nature. It is the contractor's responsibility to verify the location of these lines and coordinate with AT&T prior to commencement of construction. Utility maps of these lines can be provided upon request. △ Addendum #1 “Added”

## 4.0 Charter Communications

Cable TV and Communication lines within the project limits on utility poles.

Charter Communication relocation plan is complete. No details were shared on the relocation plan. The Charter relocation is dependent on the completion of the Ameren relocation along Russell Avenue. Charter has requested that the Contractor contact Jordan Staat at [Jordan.Staat@charter.com](mailto:Jordan.Staat@charter.com) within 48 hours of notification to Ameren Missouri to coordinate Charter's relocation work.

Contractor shall directly contact Charter to verify location of facilities and status of relocation/adjustment work. The contractor shall coordinate construction activities with Charter and take measures to ensure the integrity of the existing facilities are not disturbed until such time as Charter has completed the adjustment work.

The City cannot warrant the information above, which was provided by Charter.

### **5.0 Metropolitan St. Louis Sewer District (MSD)**

The Contractor shall obtain proper MSD permits prior to adjusting manholes to grade or performing work on storm sewer facilities as shown in the contract plans. The Contractor shall contact Tom Boehm at MSD (see contact info above), at least 14 business days prior to work on the storm sewer facilities.

### **6.0 Missouri American Water**

Water service lines within the project limits.

The Contractor is hereby notified that Missouri American Water completed relocation work within the project limits in April 2022. No impact is expected to the Contractor. Those areas were:

- Hydrant relocated to be clear of the proposed shared use path on the west side of Lawndell Drive.

The City cannot warrant the information above, which was provided by Missouri American Water.

The Contractor is hereby notified that Missouri American Water has planned relocation work along Brentwood Boulevard adjacent to the southern portion of the intersection of Brentwood Boulevard and Russell Avenue, including the crossing of the Union Pacific Railroad. Missouri American Water Company is in the process of obtaining permits approval through Union Pacific Rail Road and construction has not yet commenced. Copies of the relocation plan are available upon request. The timetable for the start of relocation is To Be Determined but will not extend beyond 5/15/2024. The anticipated work along Brentwood Boulevard includes:

- Installation of new 12" water main
- Abandonment of existing water main
- Boring of 24" steel casing beneath the existing railroad tracks within Brentwood Boulevard; approximately 105' of casing.
- Installation of water main joints and thrust blocks. △ Addendum #1 "Added"

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

**7.1** 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.

**7.2** The Contractor shall directly contact Utility companies to verify location of facilities and status of relocation/adjustment work. The Contractor shall coordinate construction activities with Utility Companies and take measures to ensure the integrity of the existing facilities are not disturbed until such time as the Utility Companies have completed the adjustment work.

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

**7.4** The City cannot warrant the information above which was provided by the utility owners.

U. St. Louis County Special Use Permit

**1.0 Description.** To perform construction work on St. Louis County owned and maintained facilities, the Contractor shall apply and be approved for a Special Use Permit from St. Louis County Department of Transportation. This is a no-cost permit that allows St. Louis County to maintain records and documentation on work performed on their facilities. The application form and insurance requirements are located in the project bid book. The Contractor shall obtain the permit before beginning any construction activities on the project. The applicant must submit ten (10) plan sets to the County for issuing the Special Use Permit.

**2.0 Basis of Payment.** No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.

V. Signing on Russell Avenue

**1.0 Description.** This work shall consist of furnishing and installing new MUTCD standard stop signs and related U-Channel posts along Russell Avenue as depicted in the plans.

**2.0 Construction Details.** The Contractor shall use MoDOT Standard Plan 903.03BP, Sheet 9 of 16 to procure U-Channel posts of the proper length and necessary post clips.

**2.1** All posts shall be embedded a minimum of 3 feet into the ground.

**2.2** All signs shall be mounted 2 feet minimum laterally from the face of curb, and mounted minimum of 7 feet vertically from the adjacent surface.

**3.0 Method of Measurement.** Measurement will be made for each sign unit furnished and installed. Each sign unit consists of one sign and one U-Channel post and related sign mounting equipment.

**4.0 Basis of Payment.** Payment for Signing on Russell Avenue, including all items described in this specification, shall be paid for as part of the 903-99.02 "Sign Unit (Sign and Post)" paid per each at the contract unit bid price. This price shall include all materials, equipment, and labor necessary for and incidental to the work.

W. Restrictions for Migratory Birds

**1.0 Description.** Swallows or other bird species protected by the Migratory Bird Treaty Act may be nesting under the bridge or bridges that will be repaired under the contract.

**2.0 Restrictions.** To comply with the Migratory Bird Treaty Act, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

**3.0 Avoidance Measures.** The contractor shall not disturb active nests or destroy adults, eggs or young birds. To comply with the Migratory Bird Treaty Act, the contractor operations will be limited to the options established in the following sections.

**3.1 Inactive or Partially Constructed Nests.** If nests are present and MoDOT Environmental determines that the nests are inactive or partially constructed, the contractor may remove the nests provided that the colony's inactive or partially constructed nests are completely removed by March 15 and the contractor maintains a nest free condition until the bridge work is complete. Dry removal methods shall be used when practicable. If dry removal is not practicable, hydro cleaning may be used if approved by the Engineer/Inspector and only if water is free of blasting grit, chemicals, or detergents, and applied using pressure less than 5,000 PSI. Clean water such as that from municipal water treatment plants or wells shall be used. Use of source water from Waters of the State (i.e., streams or lakes), is allowable, if the appropriate methods to prevent the possible spread of invasive aquatic species are implemented.

**3.2 Water and Equipment Used for Hydro cleaning.** Aquatic invasives such as zebra mussels and some algae species have infested several bodies of water in the United States and can be transported by vessels (barges, boats, tugs, tankers, etc.) and equipment (tanks, tubing, pumps, etc.) that have been used in areas that contain these invasive species. If equipment is not properly inspected and treated to prevent the spread of invasives, these species can be introduced into areas not currently known to have a population. These invasive species are detrimental to existing ecosystems and can outcompete native species. To assist in preventing the introduction and spread of aquatic invasive species through FHWA projects in Missouri streams and lakes, the following precautions shall be followed.

**3.2.1 Use of Water from Streams, Lakes or Ponds.** Contractors shall not use water for nest removal from streams, lakes or ponds, unless they have implemented appropriate methods to prevent the possible spread of invasive aquatic species. Water sources from municipal water treatment plants or wells may be used without following these measures provided the equipment to be used has not previously contained waters from streams, lakes or ponds. If the equipment has previously contained waters from other streams or lakes, the following measures must be implemented prior to use.

**3.2.1.1 Equipment Washing.** Prior to the use or re-use of equipment following any use with water from streams, lakes or ponds, all equipment shall be washed and rinsed thoroughly with hard spray (power wash) and hot (minimum 120°F) water, for at least one minute.

**3.2.1.2 Equipment Treating or Drying.** Equipment shall be treated or dried in one of the following manners.

**3.2.1.2.1** Equipment interior and/or other surfaces shall be treated with a 10% bleach solution to kill any aquatic nuisance species. This solution must also be run through all intake lines and hoses, to sterilize interior components. When chlorine treatment is used, all chlorine runoff from equipment washing must be collected and properly treated and/or disposed of in accordance with Section 806 of the Missouri Standard Specifications for Highway Construction.

**3.2.1.2.2** Equipment interior and/or other surfaces shall be treated with 140° F water for a minimum of 10 seconds contact on all surfaces. 140 ° F water must also be run through all intake lines and hoses, to purge any standing water.

**3.2.1.2.3** Equipment shall be flushed of all non-municipal water, and dried thoroughly, in the sun before using in or transporting between streams and lakes. Dry times will depend on the season the equipment is being used. Equipment must dry a minimum of 7 days for June-September, 18 days for March-May; 18 days for October-November, and 30 days for December-February. The drying method should be reserved as a last resort option.

**3.2.2** Prior to use of equipment, contractors shall provide the MoDOT inspector written documentation of the equipment's geographic origin (including the water body it was last used in), as well as defining the specified treatment method used to adequately ensure protection against invasive species. The written documentation will include a statement indicating the contractor is aware of these provisions and will also treat the equipment appropriately after completion of the project.

**3.3 Active Nests.** The contractor may work on the bridge if active nests are present, as long as the work does not impact or disturb the birds and/or nests. At a minimum, work shall not be performed within 10 feet of an active nest; however, the contractor is responsible for ensuring their activities do not impact the nests, eggs, or young.

**4.0 Additional Responsibilities.** If active bird nests remain after all reasonable avoidance measures have been taken, or if bird nests are observed during project construction, the contractor shall notify the Resident Engineer and contact the MoDOT Environmental Section (573-526-4778) to determine if there are other allowable options.

## **X. Bridge Barrier Painting**

**1.0 Description.** This work shall consist of surface preparation, furnishing and installation of all materials required for the application of an exterior paint system and an anti-graffiti coating on concrete bridge barrier vertical surfaces as shown on the plans. All painted concrete bridge barriers shall be in accordance with these specifications.

**1.1** All existing surfaces to receive painting and anti-graffiti coating shall be cleaned prior to application. Joints in existing masonry receiving paint shall be prepared according to these specifications.

**1.2** Two (2) vertical (including angled portion of the traffic side face) faces, and one (1) top shall be prepared and painted by the Contractor. Contractor shall include all traffic control for the bridge barrier painting needed for painting these items.

## **2.0 Submittals.**

**2.1 Shop Drawings:** Contractor shall submit scaled shop drawings for each surface indicated to be painted in the project plans. Shop drawings to include the following information:

1. Pantone color numbers.
2. Height of lettering for the words.
3. Font type used for the lettering.
4. Section view showing all surfaces to be painted.

5. All graphics to be completed on scaled drawings.
6. Other graphic elements to show the paint type and details.
7. Product Data Sheet and Materials Safety Data Sheet for the paint system, anti-graffiti system, and any solvent that will be used during the project.
8. Visual Standard for Surface Preparation – Visual standard shall be maintained at the cleaning facility and shall be available for viewing by Owners Representative, St. Louis County Highways representative, Design Engineer, and City of Brentwood representative.
9. Concrete cleaning – Contractor to list SSPC standards used to clean the concrete before painting.
  - a. Wet film thickness per coat of paint.
  - b. Dry film thickness per coat of paint.
10. Submit a notarized certification by the manufacturer stating that the material supplied is suitable for outside environments where salt de-icing chemicals are used.
11. Representative example of manufacturer's paint warranty.
12. PDF and EPS files of painting face graphics for 2 locations. The minimum number of graphics to be submitted is one for each location.
  - a. Outside (Traffic) Face of east traffic barrier of the Deer Creek Bridge (West side, seen from NB Brentwood Blvd traffic)
  - b. Inside Face and Top of east traffic barrier of the Deer Creek Bridge (East side, and Top)

**2.2 Painting Record Submittals:** Environmental conditions during painting shall be recorded by the Contractor and submitted to the Owners Representative once per week during the painting of the project elements. The minimum elements required for recording are as follows:

1. Temperature
2. Relative humidity
3. Dew point
4. Surface temperature
5. Wind
6. Wet film thickness
7. Dry film thickness

### **3.0 Quality Assurance.**

**3.1 Mockups:** Contractor shall provide a minimum of one painting mock-up. Mock-up shall be painted for approval at the east traffic barrier of the Deer Creek Bridge. Contractor shall complete a painted mock-up of one 3-ft by 3-ft vertical surface at the location of the traffic barrier.

1. Mock-ups to be completed after shop drawings are processed and approved by Owners Representative.
2. Location of mock-ups shall be determined by the Owners Representative and Landscape Architect.
3. Mock-ups shall be a minimum of 3-ft. by 3-ft. vertical and shall include graphics and text as determined by the Landscape Architect from the shop drawing submittal.
4. Final approval of color selections will be based on mock-up. If preliminary color selections are not approved, apply additional mockups of additional colors selected by Landscape Architect at no additional cost to Owner.
5. Mock-ups shall include anti-graffiti system.

6. Final painting shall not proceed until mock-ups are approved by City of Brentwood, Owners Representative, St. Louis County Highways, Great Rivers Greenway District, and Landscape Architect and Engineer.

**3.2 Painter Qualifications:** All painters shall be certified by the appropriate paint manufacturer for proper handling, mixing, thinning (if required) and application of the paint system in accordance with the manufacturer's instructions. The painters shall also be certified by the Department of Transportation in the state in which the bridge is located.

**4.0 Pre-installation Conference.** A bridge pre-painting conference shall take place between Contractor, Owners Representative, St. Louis County Highways representative, Design Engineer, Landscape Architect, Great Rivers Greenway District, and City of Brentwood before any painting takes place. The conference shall be used to review and approve the mock-ups.

**5.0 Paint Materials.** The materials used to Paint Concrete shall consist of a minimum three coat Painting system (Prime Coat, Intermediate Coat, and Finish Coat).

**5.1** The paint system shall consist of the following for concrete surfaces:

1. Prime: Multiple-component modified epoxy primer meeting the requirements of 1045.4 of the 2011 Missouri Department of Transportation Standard Specifications for Highway Construction.
  - a. Sherwin Williams, Macropoxy 646 Fast Cure Epoxy or approved equal.
2. Intermediate: Multiple-component modified epoxy primer meeting the requirements of 1045.4 of the 2011 Missouri Department of Transportation Standard Specifications for Highway Construction.
  - a. Sherwin Williams, Macropoxy 646 Fast Cure Epoxy or approved equal.
3. Finish: Multiple-component aliphatic acrylic polyurethane meeting the requirements of 1045.5 of the 2011 Missouri Department of Transportation Standard Specifications for Highway Construction.
  - a. Sherwin Williams, Multi-component Hi-Solids Polyurethane or approved equal.
4. Anti-Graffiti System: Water based urethane anti-graffiti coating.
  - a. Sherwin Williams, 2K Waterbased Urethane or approved equal.

**5.2** Anti-graffiti system shall not change the color of the painted surface and shall be approved by the Owners Representative and Landscape Architect.

**5.3** Materials for use within each paint system shall be compatible with one another and substrates indicated, under conditions of service and application as demonstrated by manufacturer, based on testing and field experience.

**5.4** For each coat in a paint system, products shall be recommended in writing by topcoat manufacturers for use in paint system and on substrate indicated.

**5.5 Colors:** Match colors as shown on plans. The finish coat paint color shall be selected by the owner at the time of shop drawing submittals.

## **6.0 Construction Details.**

**6.1 Examination.** Examine substrates and conditions, with Applicator present, for compliance with requirements for maximum moisture content and other conditions affecting performance of the Work. Verify suitability of substrates, including surface conditions and compatibility with existing finishes and primers. Proceed with coating application only after unsatisfactory conditions have been corrected.

**6.1.1** Maximum Moisture Content of Substrates: When measured with an electronic moisture meter, Concrete: 12%.

**6.2 Safety.** All personnel involved in spraying or working in the immediate vicinity of spraying operations shall wear protective clothing, creams, and masks to eliminate skin exposure. The Contractor shall obtain instructions from the manufacturer as to the types of safety equipment required and safety precautions to be taken for all types of application. A copy of these instructions is to be furnished to the owners Representative and the Engineer. The Contractor shall supply all necessary safety equipment, except clothing.

### **6.3 Surface Preparation.**

**6.3.1** Comply with manufacturer's written instructions and recommendations in "MPI Architectural Painting Specification Manual" applicable to substrates and paint systems indicated.

**6.3.2** Remove hardware, covers, plates, signs, and similar items already in place that are removable and are not to be painted. If removal is impractical or impossible because of size or weight of item, provide surface-applied protection before surface preparation and painting.

**6.3.3** The surface of the concrete receiving paint shall be thoroughly cleaned by the use of jets, sandblasting, mechanical sweeper, hand brooms, or other approved methods, or as directed by the Owners Representative, until they are free of all sand, clay, dust, salt deposits, oil or grease deposits, paint, and all loose or foreign matter. All dust and dirt shall be blown off with air jets immediately preceding application of the paint. Any gas or oil spills shall be thoroughly cleaned, solvent-wiped, and allowed to dry prior to and during application.

### **6.4 Material Preparation and Application.**

**6.4.1** Material preparation and application shall be in strict accordance with these specifications and according to manufacturer's written instructions and recommendations. The Contractor shall acquaint himself with the materials specified and their handling characteristics.

**6.4.2** Components of paint shall be prepackaged in exact quantities and shall be thoroughly mixed just prior to application in strict accordance with the manufacturer's written instructions.

**6.4.3** The paint shall be applied only during weather conditions acceptable to manufacturer's recommendations.

**6.4.5** Apply paints to produce surface films without cloudiness, spotting, holidays, laps, brush marks, roller tracking, runs, sags, ropiness, or other surface imperfections. Cut in sharp lines and color breaks.

**6.4.6** To provide adequate clearance for initial painting and future recoating, a minimum of 1-1/2-inch gap shall be provided between any two opposing painted surfaces. If this gap cannot be maintained, Contractor shall obtain pre-authorization from Owners Representative prior to applying paint.

**6.4.7** The prime, intermediate and finish coat shall be applied in accordance with and to the minimum dry film thickness listed in the paint manufacturer's recommendations. The paint may be applied to the bridge barrier surface by airless spray, trowel, or squeegee as long as acceptable by manufacturer.

**6.4.8** The painted surface shall be inspected, and uncoated areas shall be repaired with another application of the paint as directed by the engineer.

**6.4.9** Touch-up Paint: A nominal quantity of touch-up paint will be provided to repair marred surfaces. Touch-up painting includes any and all painting required as per direction of Owners Representative.

**6.4.10** Install anti-graffiti system in accordance with the manufacturer's recommendations.

**6.5 Cleaning and Protection.** Traffic shall be kept away from the Painted concrete at all times and particular care shall be taken to protect the paint from damage while curing. Any damage to the painted surfaces which may occur during the project shall be repaired. The Contractor is responsible for protecting the adjacent buildings, pavement, etc. against over spray by the paint.

**7.0 Basis of Payment.** Payment for Bridge Barrier Painting, including all items described in this specification, shall be paid for as part of the 711-99.01 Bridge Barrier Painting per one lump sum contract bid price. This price shall include all materials, equipment, labor, traffic control and work necessary for and incidental to the painting of the exterior bridge barrier, including all mockups approved or rejected.

Y. Landscape Plantings

**1.0 Description.** This work shall consist of preparing subsoil and topsoil, furnishing and installing trees, shrubs, perennials and other landscaping plants as depicted in the Landscape Plans in the Great Rivers Greenway Connector Project Part B (Brentwood Blvd) plan set, and installing mulch and fertilizer to care for the long-term establishment and health of the plants. All landscaping plants and amended soils supplied and installed shall be in accordance with these specifications.

**2.0 Required Pre-installation Submittals.**

**2.1 Photographs of Plants taken at the Nursery Source.** Provide representative images of plants prior to scheduling tagging trips. Contractor shall label each photograph with the plant species botanical name, nursery name, and date of photograph. Photographs shall include images showing the full range of characteristics of each plant

including detailed photographs of the bark, the base of the tree (rootball crown), leaves if present, branching structure, form, and habit. Provide photos to the Owner for approval.

**3.0 Pre-installation Meetings.** Notify the engineer a minimum of 48 hours prior to installing phases of the work for in field plant placement verification for no more than a total of two such meetings. Some minor location adjustment may occur.

**4.0 Selection and Inspection of Plants.** The Owner will review plant materials at the nursery source and/or at the Owner's discretion, through photographs provided by the Contractor prior to selection. All plants brought to the site will have been reviewed in this manner. Plants that do not have the Owner's approval shall be removed from the site.

**4.1 On-Site Inspection.** The Contractor shall permit the Owner to inspect plants upon their arrival to the project site and at any time prior to planting. The Owner will inspect the plant materials for size and condition of rootballs and/or root systems, insects, injuries, defoliation, wind burn and latent defects. The Contractor shall remove plant material that is unsatisfactory or defective and replace the plants at no additional cost to the Owner.

**4.2 Substitutions.** If the Contractor is unable to obtain the plant material specified, either because of unavailability or the failure of the plant material to meet the quality requirements of this Section, the Contractor shall provide substitute plants of equal size, quality and value to the plant originally specified. The substitute plants shall conform to all requirements of this Section.

**4.3 Plant Standards.** All plant material shall confirm to upper range limits for caliper, height and root ball dimensions listed in ANSI Z.60.1-2014.

## **5.0 Soil and Mulch Materials.**

**5.1 Topsoil and soil.** For landscape planting beds, topsoil to be provided and installed by Contractor. When soil tests indicate soil amendment is needed to promote growth of a healthy plant, apply soil conditioners or fertilizers to amend soil.

**5.2 Mulch.** Mulching material shall be composted, shredded hardwood bark, dark brown in color, free of weeds and other organic matter detrimental to plant life. Hay or chopped cornstalks are not acceptable.

## **6.0 Planting/Construction Details.**

**6.1 Subsoil.** Prepare subsoil to eliminate uneven areas. Maintain profiles and contours. Make changes in grade gradual. Blend slopes into level areas. Remove foreign materials, weeds and undesirable plants and their roots. Remove contaminated subsoil. Scarify subsoil to a minimum depth of 3 inches where plants are to be placed. Repeat cultivation in areas where equipment, used for hauling and spreading topsoil, has compacted subsoil. Dig pits and beds two times wider than plant root system.

**6.2 Topsoil/Planting Soil Mix.** Spread topsoil to minimum depth of 6", over area to be planted. Rake smooth and to indicated tolerances. Place topsoil during dry weather and on dry unfrozen subgrade. Remove vegetable matter and foreign non-organic material from topsoil while spreading. Grade topsoil to eliminate rough, low or soft areas, and to

ensure positive drainage. Install topsoil/plant soil mix into pits and beds intended for plant root balls, as shown on the drawings.

#### **6.2.1 Plant Soil Mix.**

1. Planting Beds: 25% Peat Moss and 75% Topsoil
2. Tree Pits: 50% Existing Soil and 50% Topsoil

**6.3 Fertilizer.** Apply fertilizer to plantings at rate recommended by manufacturer. Apply after initial raking of topsoil. Mix thoroughly into upper 2 inches of topsoil, soil mix or after tree planting. Lightly water soil to aid dissipation of fertilizer.

Fertilizer: For individual plants, provide fertilizer as described below:

1. Each Installed Quart/Plug Size Plant:
  - a. Installed in an oversized, mechanically dug hole with adequate loose soil around the root zone.
  - b. Root pruned prior to planting to promote vigorous rooting response.
  - c. One (1) 15-8-11 slow release plant tab per plant pit.
  - d. Immediate watering to saturation to settle plant into plant pit & prevent air pockets/root desiccation.
2. Each Installed Container Size Plant:
  - a. Installed in an oversized, mechanically dug hole with adequate loose soil around the root zone.
  - b. Root pruned prior to planting to promote vigorous rooting response.
  - c. Two (2) 15-8-11 slow release plant tabs per plant pit.
  - d. Immediate watering to saturation to settle plant into plant pit & prevent air pockets/root desiccation.
3. Each Installed Shrub:
  - a. Installed in an oversized, manually dug hole with adequate loose soil around the root zone.
  - b. Root pruned prior to planting to promote vigorous rooting response.
  - c. Four (4) 15-8-11 slow release plant tabs per plant pit.
  - d. Immediate watering to saturation to settle plant into plant pit & prevent air pockets/root desiccation.
4. Each Installed Non Live Stake Tree:
  - a. Installed in an oversized, manually dug hole with adequate loose soil around the root zone.
  - b. Root pruned prior to planting to promote vigorous rooting response.
  - c. Six (6) 15-8-11 slow release plant tabs per plant pit.
  - d. Immediate watering to saturation to settle plant into plant pit & prevent air pockets/root desiccation.

**6.4 Plantings.** Place plants for best appearance for review and final orientation by Owner. Remove non-biodegradable root containers. Set plants in pits or beds, partly filled with prepared plant mix, at minimum depth as indicated on Drawings under each plant. Saturate soil with water when pit or bed is half full of topsoil and again when full.

**6.4.1 Perennial, Ground Cover Planting:** Set out and space plants in even rows with triangular spacing. Use planting soil mix with any recommendations for

amendments. Dig holes large enough to allow spreading of roots. For rooted cutting plants supplied in flats or as plugs, plant each in a manner that will minimally disturb the root system but to a depth not less than two nodes. Work soil around roots to eliminate air pockets and leave a slight indentation around plants to hold water. Water thoroughly after planting, taking care not to cover plant crowns with wet soil. Protect plants from hot sun and wind; remove protection if plants show evidence of recovery from transplanting shock.

**6.4.2 Planting Times.**

- 1. Balled and Burlap Trees: Ball and burlap trees shall only be installed between September 1 through November 30 and February 1 through May 31.
- 2. Container Grown Material: Container grown material shall only be installed between September 1 through November 30 and February 1 through May 31.
- 3. Plug and Rhizome Material: Plug and rhizomes shall only be installed between February 15 through May 31.

**6.4.3 Plant Support.** Brace plants vertically with plant protector wrapped guy wires and stakes to the following:

<u>Tree Caliper</u>	<u>Tree Support Method</u>
Less than 2 inches	2 stakes with two ties minimum
Less than 2 inches (multi-stem)	3 stakes with two ties minimum
2 - 6 inches	3 guy wires

**6.4.3 Initial Maintenance until Final Acceptance.** Contractor shall maintain plant life immediately after placement and through final acceptance. Any unsuccessful planting material found prior to final acceptance shall be removed and replaced by the Contractor at no direct pay. Initial maintenance includes:

- 1. Cultivation and weeding plant beds and tree pits.
- 2. Watering sufficient to saturate root system at least once each week during construction unless otherwise instructed by the engineer.
- 3. Pruning, including removal of dead or broken branches.
- 4. Disease control.
- 5. Maintaining wrapping, guys, turnbuckles and stakes.
- 6. Replacement of mulch, except in events as a result of an act of God or vandalism.

**6.4.4 Closeout Submittal.** Operation and Maintenance Data: Include pruning objectives, types and methods; types, application frequency, and recommended coverage of fertilizer.

**7.0 Method of Measurement.** Plants and all related incidental items will be installed and upon installation and acceptance, the Contractor will be paid 90 percent of the lump sum amount for this work. The Contractor will receive the final 10 percent payment following the first successful leafing out of the plants within 60 days of the first following growing season when leafing out occurs. The replacement (material and installation) of any unsuccessful planting material shall be the responsibility of the Contractor at no direct pay. Replacement shall be made as directed by the engineer.

**8.0 Basis of Payment.** Payment for Landscape Plantings, including all items described in this specification, shall be paid for as part of the 803-99.01 "Landscape Plantings" One Lump Sum contract unit bid price. This price shall include all materials, equipment, labor, and work necessary for and incidental to the sustained health and growth of the landscape plantings.

Z. Bioretention Area

**1.0 Description.** This work shall consist of installing a bioretention area, complete in place, in conformity with the details provided in the plans and at locations as established on the plans.

**2.0 Method of Measurement.** Measurement will be made to the nearest square yard for all earthwork and material supplied to construct the bioretention area.

**3.0 Basis of Payment.** Payment for the accepted quantity for Bioretention Area will be made in accordance with the contract unit bid price for 806-99.05 and includes all labor, equipment, materials, and time required to comply with this provision.

AA. Modify Existing Controller Cabinet

**1.0 Description.** This work shall consist of modifying an existing traffic signal controller cabinet at the Bi-State (South) signal by including additional detector cards and load switches to accommodate additional phasing. All work for this item shall be in conformity with the details provided in the plans and at the location established on the plans.

**2.0 Method of Measurement.** Measurement will be made for each existing signal controller modified to accommodate additional phasing as shown on the plans.

**3.0 Basis of Payment.** Payment for this work will be made in accordance with the contract unit bid price for 904-99.02 "Modify Existing Controller Cabinet", and includes all labor, equipment, materials, and time required to comply with this provision.

BB. Decorative Pedestrian Fences (Structures)

**1.0 Description.** This work shall consist of furnishing and installing decorative pedestrian fencing on structures, complete in place, in conformity with the details provided in the plans and at locations as established on the plans.

**2.0 Method of Measurement.** Measurement will be made to the nearest linear foot along centerline of the fence.

**3.0 Basis of Payment.** Payment for furnishing and erecting the fence, complete in place, with U-Bolts, washers and reinforcing bars, will be considered completely covered by the contract unit price for 607-99.03 "Miscellaneous 54-inch Decorative Pedestrian Fence (Structures)" and 607-99.03 "Miscellaneous 22-inch Decorative Pedestrian Fence (Structures)".

CC. Add Alternate Bid Items

**1.0 Description.** This contract requires bidders to bid on additional contract work that will be considered for award. The award of this project does not guarantee work for all add alternate sections.

Alternate No.	Proposal Section Description
Brentwood Blvd. and Russell Ave.	Base Bid
ADD 1	<b>Bridge Deck Overlay</b> - Prepare substrate and install ¼" Epoxy Broadcast Aggregate Overlay. Overlay is to be applied over approximately 1,971 sf on the widened Eastern sidewalk of the Brentwood Blvd. Bridge over Deer Creek. If this bid alternate is exercised, then the Bridge Deck Surface Penetration Sealer in the base bid shall no longer be required.
ADD 2	<b>Curved Veneered Concrete Walls adjacent to the Brentwood Blvd. Bridge</b> - Provide and install curved veneered concrete walls adjacent to the Brentwood Blvd. Bridge as shown on the drawings. Base bid shall NOT include any curved veneered concrete walls adjacent to the Brentwood Blvd. Bridge.
ADD 3	<b>Enhanced Landscape</b> - Provide enhanced landscape shrub, ornamental grass, and perennial plantings as indicated on LP and LD Sheets. Base bid shall include all landscape planting shown on Landscaping Sheets not indicated as enhanced landscape plantings. The base bid shall also include all turf seeding and sod required to cover all areas shown to have shrubs, ornamental grasses and perennial plantings as part of the enhanced landscape bid alternate.
ADD 4	<b>Brentwood Park Monument Sign</b> - <del>Provide and install Monument Sign at Brentwood Park as detailed in the plans and specifications.</del> <b>Sign Wall.</b> Provide Brentwood Park sign, including footing and lighting as shown in Exhibit C as attached to the end of this document. △ <b>Addendum #1 "Revised"</b>

*Note: See plans for a breakdown of all quantities for each add alternate section.*

**2.0 Consideration of Bids.** The contractor shall submit a bid for each add alternate section. The City reserves the right to award, to the lowest responsible bidder, the combination of base plus add alternate sections that will allow the most work to be completed ~~within the City's budget of \$148,760.~~ If the City chooses to exercise this right, the award of add alternate sections will be selected in accordance with the following priorities: △ **Addendum #1 "Removed"**

1. Base + ADD 1 + ADD 2 + ADD 3 + ADD 4 + ADD 5
2. Base + ADD 1 + ADD 4
3. Base + ADD 2 + ADD 3
4. Base

~~**2.1** The City reserves the right to award the combination of highest priority add alternate sections over the City's budget as long as the low bidder does not change and the award of the combination of highest priority alternate sections does not exceed more than ten percent or \$250,000 of the City's budget, whichever is less.~~ △ **Addendum #1 "Removed"**

~~2.2 The City's budget is the basis for award of add alternates but not the basis for award of the base section. The base section of the contract will be awarded or rejected in accordance with Sec 100. △ Addendum #1 "Removed"~~

**2.3** The awarded bidder will be notified of the City's selection of the combination of add alternate sections to be awarded.

**3.0 Bid Bond Requirements.** The contractor shall be required to obtain a bid bond for 5% of the total bid amount for the base bid and all add alternates. This bid bond will be considered applicable to the proposed work for any option.

**4.0 DBE Goal.** The DBE contract goal percentage applies to all work awarded. The bidder shall meet the DBE Goal in the base section and any add alternates awarded. The award of any add alternates will be determined by the City budget as described in Section 2.0.

**4.1** The contractor may elect to complete the electronic form to be submitted with their bid but should not rely on the color of the DBE Goal folder to determine if the goal is met.

**5.0 Basis of Payment.** The accepted quantities of the chosen combination of base plus add alternate sections will be paid for by the contract unit bid price for item numbers found within the schedule of items for each section.

## DD. Union Pacific Railroad Coordination and Requirements

### **1.0 Introduction.**

**1.1** To report an emergency on the Railroad, call: (888) 877-7267.

**1.2** The project location data is:

Roadway Name: South Brentwood Boulevard  
City: Brentwood  
State: MO  
DOT#: 425018L  
RRMP: 9.257  
Subdivision: Lake Industrial Lead  
FRA Train Counts: 2 Trains per Day  
Time Table Track Speed: 10mph

**1.3** Definitions of terms set forth in the current edition of the Missouri Standard Specifications for Highway Construction shall be applicable to those terms as used in these Railroad Requirements.

**1.4** The Union Pacific Railroad and it's Contractor will be responsible for construction of all railroad trackwork, equipment and signage to be attached onto railroad equipment.

### **2.0 Authority of Railroad Representative and Engineer.**

**2.1** The authorized representative of the Railroad, herein called "Railroad Representative", shall have final authority in all matters affecting the safe maintenance and operation of railroad traffic.

**2.1.1** The Railroad designates the following individual as the Railroad Representative for this project. Except as otherwise provided in these Railroad Requirements, the contractor shall address all notices concerning this project to the Railroad Representative, as follows:

John Plebanek  
Public Project Manager  
Union Pacific Railroad Company  
Telephone: (414) 294-8685  
E-mail: [jplebanek@benesch.com](mailto:jplebanek@benesch.com)

**2.1.2** The Railroad, or the individual identified above, may designate a different individual to act as the Railroad Representative for this project, and may change the address information stated above, by giving written notice of the changes to the contractor and to the Engineer, as provided in these Railroad Requirements.

### **3.0 Contractor's Indemnity Obligations to the Railroad.**

**3.1** The contractor agrees to indemnify, defend and hold harmless the Railroad from and against any injury or death of persons whomsoever, or from any loss or damage to the Railroad's Property, caused by acts or omissions of the contractor in performing work on this project, whether on, over, under or in the vicinity of the Railroad's Property. In the event the contractor shall fail to restore the Railroad's Property immediately to a condition acceptable to the Railroad when any such loss or damage to the Railroad's Property is called to the contractor's attention by the Railroad, then the Railroad may perform such corrective work at the cost of the contractor. The Railroad shall have the right to bring an action directly against the contractor to recover any loss or damage sustained by the Railroad by reason of the contractor's breach of agreements contained in these Railroad Requirements. In addition to such remedies of the Railroad, the City will withhold from final payment due to the contractor the amount reasonably necessary to reimburse the Railroad for such loss or damage or for performing such work. The term "loss or damage" as used herein shall include, but not be limited to, the erosion and silting of, water damage to, and the accidental or intentional placing or dropping of objects on the Railroad's Property.

### **4.0 Notice of Starting Work.**

**4.1** The contractor shall not commence any work on the Railroad's right of way until contractor has complied with the following conditions (no particular order):

**4.1.1** At least Thirty (30) days in advance of the date the contractor proposes to begin work on the Railroad's Property, the contractor has given written notice of the contractor's proposed start date and time to the Railroad Representative with a copy to the Engineer.

**4.1.2** The contractor has determined whether fiber optic cable systems are buried on the Railroad's Property. If fiber optic cable systems are buried on the Railroad's Property, then the contractor has contacted the Railroad at the 24 hour number, 800-336-9193, has contacted the telecommunications company involved, has arranged for a cable locator, and has made arrangements for relocation or other protection of the fiber optic cable system on the Railroad's Property.

**4.1.3** The contractor's employees, representatives or agents who are regularly assigned to perform work on the Railroad's Property have been certified as having completed the Internet Safety Orientation available at [www.contractororientation.com](http://www.contractororientation.com). This certification shall be renewed annually. In addition the contractor shall require that every employee, representative or agent who is not regularly assigned to perform work on the Railroad's Property has received appropriate safety training before performing any work on the Railroad's property.

**4.2 Right of Entry.** At least thirty (30) days in advance of the date the contractor proposes to begin work on the Railroad's Property, the contractor shall enter into a Contractor's Right of Entry Agreement (CROE) with Railroad prior to working on Railroad property. Below is the 4-step process that must be followed for the contractors right of entry:

- a. Fill out the CROE using the following Scope of Work: removal and replacement of existing bridge decks A1076 & A1276 along Route I-55 over the Railroad's mainline track on the Railroad's Desoto Subdivision at Milepost 5.51, USDOT# 424957P.
- b. Sign the CROE.
- c. Submit the Administrative fee of \$1,025, referencing your folder/project number on the payment submission.
- d. Email the signed CROE to [cjmoore@up.com](mailto:cjmoore@up.com).
- e. Once the CROE Agreement and payment have been received, please allow a minimum of 30 days to process CROE and the railroad will return fully executed agreement.

## **5.0 Interference with Railroad's Operations.**

**5.1** The Railroad's right of way is located within the limits of this project.

**5.2** The contractor shall arrange and conduct all of the contractor's work so that it causes no interference with the Railroad's operations, including train, signal, telephone, telegraphic services, damage to the Railroad's Property, poles, wires and other facilities of tenants on the Railroad's Property. Whenever the contractor's work may directly affect the operations or safety of trains, the contractor shall submit a written description of the method of doing such work to the Railroad Representative for approval, but such approval shall not relieve the contractor from liability resulting from the contractor's work. Any work to be performed by the contractor that requires flagging service shall be deferred by the contractor until the flagging services are available at the job site.

**5.3** Whenever the contractor's work upon the Railroad's Property will unavoidably cause an impediment to the Railroad's operations, such as requiring the use of runaround tracks or reduced train speed, the contractor should schedule and conduct these operations so that this impediment is reduced to the absolute minimum.

**5.4** If conditions arising from, or in connection with the work require immediate and unusual provisions to protect the Railroad's operations and property, the contractor shall make such provisions. If in the judgment of the Railroad Representative, or the Engineer if the Railroad Representative is absent, such provision is insufficient, then the Railroad Representative or Engineer may require or provide such provisions as he/she deems necessary. In any event, the contractor shall make such provisions at the contractor's expense, and without cost to the Railroad or the City.

## **6.0 Track Clearances.**

**6.1** Notify the Railroad Representative and the Railroad's Manager of Track Maintenance at least ten (10) days in advance of the proposed work.

**6.2** Receive assurance from the Railroad's Manager of Track Maintenance that arrangements have been made for flagging service as may be necessary.

**6.3** Receive permission from the Railroad Representative to proceed with the work, as provided in section 4.0.

**6.4.** Confirm that the Engineer has received copies of the contractor's notice to the Railroad, and of the Railroads' response.

**6.5** Note that temporary Work Zone traffic control must not circumvent the active warning devices at this location.

**6.6** Temporary traffic control must comply with MUTCD standards. Any time work is within 25' of the track, the potential to foul the track exists or a pilot car is used traversing the crossing will require a Railroad flag person to be present. Traffic control must be returned to normal operations through the crossing area before releasing the Railroad's flag person.

## **7.0 Construction Procedures.**

**7.1. General.** The contractor's work on the Railroad's property shall be performed in accordance with these Railroad Requirements and shall be subject to the Railroad's inspection and review.

**8.0 Maintenance of Railroad Facilities.** Within the project limits, the contractor shall maintain Railroad's Property, including all ditches and drainage structures, free of silt or other obstructions that may result from contractor's operations. The contractor shall promptly repair eroded areas within the Railroad's Property and repair any other damage to the Railroad's Property or the Railroad's tenants. The contractor shall perform all such maintenance and repair of damages due to the contractor's operations at the contractor's expense.

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

**9.1** The contractor shall obtain permission from the Railroad Representative before storing any materials or equipment anywhere on Railroad's Property. The Railroad will not be liable for damage to such material and equipment from any cause, and the Railroad Representative may move such material and equipment or require the contractor to move it, at the contractor's expense.

**9.2** The contractor shall not leave unattended any grading or construction machinery parked upon Railroad's Property, unless it is effectively immobilized so that unauthorized persons cannot move such machinery.

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

**11.0 Damages.** The Railroad shall not assume liability for any damages to the contractor, contractor's work, employees, servants, equipment and materials caused by the Railroad's traffic. However, the preceding sentence shall not exempt the Railroad from liability for any loss, damage or injury proximately caused by the Railroad's intentional misconduct or sole or gross negligence. The contractor shall directly reimburse the Railroad for any cost the Railroad reasonably incurs for repairing damages to the Railroad's Property or to property of the Railroad's tenants, caused by or resulting from the operations of the contractor relating to this project.

## **12.0 Flagging Services.**

**12.1 When Flagging is Required.** The Railroad has sole authority to determine the need for flagging to protect the Railroad's operations. Whenever the Railroad requires flagging services with reference to any of the contractor's work on this project, the contractor shall not perform any such work until all required flaggers are present at the job site.

**12.1.1** In general, the Railroad may require flagging services whenever the contractor's personnel or equipment are, or are likely to be, working on the Railroad's Property, or across, over, adjacent to, or under a track, or when such work has disturbed or is likely to disturb a railroad structure or the railroad roadbed or surface and alignment of any track to such extent that the movement of trains must be controlled by flagging, to prevent unreasonable risks of accidental hazard to the Railroad's operations or personnel.

**12.1.2** Normally, the Railroad will assign one flagger to a project; but in some cases, more than one may be necessary, such as yard limits where the Railroad may assign up to three flaggers. However, if the contractor works within distances that violate instructions given by the Railroad Representative, or performs work upon or adjacent to Railroad's Property that has not been scheduled with the Railroad Representative, the Railroad may require flagging services full time until the project is completed.

**12.1.3** If flagging is determined to be required by the Manager of Track Maintenance (MTM), and the MTM advises that third party flagging is to be used, then third party flagging must be used. If flagging is determined to be required by the MTM and the MTM advises that an agreement employee flagging is to be used, then an agreement flagger will be put up for bid (and scheduled accordingly). MTM contact information will be provided upon execution of CROE.

## **12.2 Scheduling and Notification of Flagging Services.**

**12.2.1** The contractor shall arrange with the Railroad all flagging services required by the Railroad to accomplish the contractor's work on this project.

**12.2.2** Before the contractor begins work on the Railroad's Property, the contractor shall furnish to the Railroad Representative and the Engineer a schedule for all work required to complete the contractor's portion of the project within the Railroad's Property, and shall arrange for a job site meeting between the contractor, the Engineer, and the Railroad Representative. Until the contractor has provided its work schedule and met on-site with the Railroad Representative and the Engineer, the Railroad may withhold all flagging services from the contractor's proposed job site.

**12.2.3** Before the contractor first begins any work upon or adjacent to the Railroad's Property, the contractor shall give not less than thirty (30) days advance notice to the Railroad, and to the Engineer, of its intent to begin such work. The contractor shall address all notices relating to flagging as instructed in the fully executed CROE agreement.

**12.2.4** The Railroad usually assigns one flagger to work at the job site on a continuous basis until the contractor no longer needs flagging services. The contractor shall not call for flagging services on a spot basis. The Railroad's assigned flagger shall notify the Engineer when flagging services have begun and ended. The flagger shall give these notices immediately upon arrival at the job site on the first day, and before departing from the job site on the last day of each separate period when the Railroad provides flagging services, or as soon as possible thereafter. The Engineer shall document these notifications in the project records.

**12.2.5** After the contractor has begun work that requires flagging services, the contractor shall give not less than ten (10) day's advance written notice to the Railroad before discontinuing flagging services and terminating the obligation to pay for flagging services. The contractor shall simultaneously provide a copy of this notice to the Engineer. If the contractor's work on or adjacent to the Railroad's Property is suspended at any time, or for any reason, then before the contractor resumes any work on or adjacent to the Railroad's Property, the contractor shall give advance, written notice to the Railroad and to the Engineer of its intent to resume such work. This notice shall provide sufficient details of the contractor's proposed work to enable the Railroad Representative to determine whether flagging services will be required before the contractor resumes its work on or adjacent to the Railroad's Property. The contractor shall give this required notice at least three (3) working days before it intends to resume such work; however, The Railroad may take up to thirty (30) days after the contractor has given this notice before resuming flagging services at the job site. The requirements of this paragraph 12.2.5 shall not apply if the suspension and resumption of the contractor's work were previously scheduled with the Railroad pursuant to paragraph 12.2.2 of these Railroad Requirements, or the suspension was caused by an emergency as provided in paragraph 12.2.6 of these Railroad Requirements.

**12.2.6** If, after the Railroad has assigned a flagger to the project site in accordance with section 12.0, any emergency requires the flagger's presence elsewhere, then the contractor shall suspend work on the Railroad's Property until the flagger is again available. Any additional costs to the contractor resulting from such delay shall be borne by the contractor and not by the Railroad.

### **12.3 Payment for Flagging Services.**

**12.3.1** The Contractor will pay the Railroad or third-part flagger directly for the cost of flagging services associated with this project.

**12.3.2** The estimated cost of flagging services is approximately \$1,500 per day, based on an 8-hour workday and a 40-hour work week. The Railroad shall charge not more than its actual cost of providing these flagging services, which includes the base pay for the flagger or flaggers who actually performed the required flagging services, the Railroad's reasonable overhead costs, and the reasonable costs actually incurred for the flagger's travel expenses, meals and lodging if required. The Railroad may charge a maximum of one hour of travel time each way per day per flagger, for travel to and from the job site. A flagger's work in excess of 8 hours per day or 40 hours per week, but not more than 12 hours per day, will result in overtime pay at 1.5 times that employee's regular hourly rate. A flagger's work in excess of 12 hours per day will result in overtime pay at 2.0 times that employee's regular hourly rate. If a flagger performs required

flagging services on a holiday, then the overtime pay rate shall be 2.5 times that employee's regular hourly rate. The Contractor also shall reimburse the Railroad for its actual expenses reasonably incurred in preparing and handling invoices to the City or contractor for the cost of these flagging services. The Railroad's charges to the City or contractor shall comply with applicable provisions of the current FAPG issued by the FHWA.

**12.3.3** The Railroad shall submit progress invoices to the Engineer during the time the Railroad requires flagging services. The Railroad shall submit its final invoice for flagging services to the Contractor within one hundred eighty (180) days after the Contractor has notified the Railroad and that all its work in the Railroad's Property is complete, in accordance with section 18.0 below.

**12.4 Flagging Complaints.** The contractor and the Railroad shall attempt to resolve any complaints concerning flagging services in a timely manner. If the contractor disputes the need for a flagger, the contractor shall notify the Railroad Representative and the Engineer. The contractor shall confirm any verbal complaints in writing within five (5) working days, by sending a copy to the Railroad Representative and to the Engineer.

## **13.0 Insurance.**

**13.1 General Insurance Provisions.** The contractor shall, at its sole cost and expense, procure and continuously maintain in force during this project, the insurance coverage required under this section 13 until the contractor has completed all project work on the Railroad's Property, has removed all equipment and materials from the Railroad's Property, and has cleaned and restored the Railroad's Property to the satisfaction of the Engineer and the Railroad Representative. The amount of work to be performed upon, over or under the Railroad's Property is estimated to be five percent (5%) of the contractor's total bid for the project. If the limits of coverage under each of the required insurance policies in the following subsections differ from those provided in the agreement between the City of Brentwood and the Railroad, the revised requirements will be provided via addendum.

**13.2 Commercial General Liability Insurance.** The contractor shall maintain commercial general liability ("CGL") insurance with a limit of not less than \$5,000,000 for each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage). The policy must contain the following endorsement, which must be stated on the certificate of insurance: "Contractual Liability Railroad's" ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

**13.3 Business Automobile Coverage Insurance.** The contractor shall maintain business auto coverage written on ISO form CA 00 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident. The policy must contain the following endorsements, which must be stated on the certificate of insurance: "Coverage For Certain Operations In Connection With Railroad's" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site; and Motor Carrier Act Endorsement - Hazardous Materials Clean Up (MCS-90) if required by law.

**13.4 Alternate Liability Insurance Limits.** Instead of the minimum limits of insurance coverage described above in subsections 13.2 and 13.3, Railroad will accept CGL insurance limits of at least \$2,000,000 for each occurrence or claim and an aggregate limit of at least

\$2,000,000, and will accept Business Automobile Insurance containing a combined single limit of at least \$2,000,000 per occurrence or claim, if the contractor will secure Railroad Protective Liability Insurance coverage with a combined single limit of \$5,000,000 per occurrence and an aggregate limit of \$10,000,000. The contractor's election to maintain these alternate liability insurance limits shall not affect the applicability of any other terms and conditions set forth in these Railroad Requirements.

**13.5 Workers' Compensation and Employers' Liability Insurance.** The contractor shall maintain workers' compensation insurance coverage, with not less than the minimum statutory liability required under the workers' compensation laws of the State of Missouri. The contractor shall maintain Employers' Liability (Part B) insurance coverage with limits of at least \$500,000 for each accident, a \$500,000 disease policy limit, and \$500,000 for each employee. If the contractor is self-insured, then the contractor shall provide evidence of state approval and excess workers' compensation coverage, which must include coverage for liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable. The policy must contain the following endorsement, which must be stated on the certificate of insurance: "Alternate Employer Endorsement" ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing the Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

**13.6 Railroad Protective Liability Insurance.** The contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of the Railroad as named insured, with a limit of not less than \$5,000,000 per occurrence and an aggregate limit of \$10,000,000. Before commencing any work on the Railroad's Property, the contractor shall submit the original insurance policy to the Railroad, or may submit a binder stating that the required Railroad Protective Liability policy is in place until the contractor delivers the original policy to the Railroad. The contractor shall cause the Railroad Protective Liability Insurance policy to include a description of the named insured, the work, and the job site.

**13.7 Umbrella or Excess Insurance.** If the contractor utilizes umbrella or excess insurance policies, these policies must "follow form" and afford no less coverage than the primary policy.

**13.8 Pollution Liability Insurance.** The contractor shall maintain pollution liability insurance coverage, which must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000. If the scope of work as defined in this Project includes the disposal of any hazardous or non-hazardous materials from the job site, the contractor must furnish to the Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

### **13.9 Other Insurance Requirements.**

**13.9.1.** Each policy required above (except workers' compensation and employers' liability) must include the Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to the Railroad as an additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26 and CA 20 48, provide coverage for the Railroad's negligence whether sole or partial, active or passive.

**13.9.2** Where allowable by law, the punitive damage exclusion shall be deleted, and the deletion shall be indicated on the certificate of insurance.

**13.9.3** The contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against the Railroad and its agents, officers, directors and employees, except that these waivers shall not apply to punitive damages, nor to any loss, damage or injury proximately caused by the Railroad's intentional misconduct or sole or gross negligence. The certificate of insurance shall acknowledge these waivers.

**13.9.4** Prior to commencing any work on the Railroad's Property, the contractor shall furnish the Railroad with one or more certificates of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in this Section 13.0.

**13.9.5** The contractor shall only obtain insurance policies written by a reputable insurance company acceptable to the Railroad, or which currently has a Best's Insurance Guide Rating of A- and Class VII or better, and which is authorized to do business in the State of Missouri.

**13.9.6** The fact that insurance is obtained by the contractor or by the Railroad on behalf of the contractor will not be deemed to release or diminish the liability of the contractor, including, without limitation, liability under the indemnity provisions contained in Section 3.0 of these Railroad Requirements. Damages recoverable by the Railroad from the contractor or any third party will not be limited by the amount of the required insurance coverage, except to the extent of any payments the Railroad has received pursuant to that insurance coverage obtained and paid for by the contractor.

**13.10 Evidence of Insurance.** The contractor shall provide evidence of insurance as required above to the address shown below, for review by the Railroad. A copy shall also be sent to the Railroad Representative indicated in Section 2.

Railroad  
Mr. Casey Moore  
Real Estate  
Union Pacific Railroad Company  
1400 Douglas St., MS 1690  
Omaha, NE 68179-1690

**13.11** Except as otherwise specifically provided in these Railroad Requirements, the Railroad will not accept binders as evidence of insurance, and the contractor shall provide the Railroad with the original insurance policy.

**13.12 Insurance Required of Subcontractors.** If any part of the work is sublet, the contractor shall maintain and provide evidence of similar insurance, in the same amounts as required of the prime contractor, to cover the subcontractor's operations. The Railroad will accept endorsements to the prime contractor's policies specifically naming subcontractors and describing the subcontractor's operations, for this purpose.

**13.13 Cancellation of Insurance.** The contractor and its insurers shall not cancel any of the required insurance coverage, except by permission of the Railroad, or after thirty (30) days' written notice to the Railroad at the address shown in subsection 13.10.

**14.0 Completion of Work on Railroad's Property.** The contractor shall notify Engineer and Railroad's Representative when the contractor has completed its work on Railroad's Property.

**15.0 Failure to Comply.** If the contractor violates or fails to comply with any of the requirements of these Railroad Requirements, then the Railroad Engineer may require that the contractor vacate the Railroad's property and the Engineer may withhold all monies due to the contractor until the contractor has remedied the situation to the satisfaction of the Railroad Engineer and the Engineer.

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

EE. Acceptance of Precast Concrete Members and Panels

**1.0 Introduction.**

**1.1** The following procedures have been established for the acceptance of precast concrete girders, slab panels, MSE wall systems, and other structural members. Shop drawings shall be submitted for review and approval to the engineer of record for the local public agency (LPA). The approval is expected to cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. The LPA or their engineer of record has the option of inspecting the precast units during fabrication or requiring the fabricator to furnish a certification of contract compliance and substantiating test reports. In addition, the reports shown below shall be required.

- Certified mill test reports, including results of physical tests on the prestressing strands in reinforcing steel, as required.
- Test reports on concrete cylinder breaks.

**1.2** The LPA or their engineer of record shall verify and document that the dimensions of the precast units were checked at the jobsite and found to be in compliance with the shop drawings.

**2.0 Basis of Payment.** No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.

FF. Acceptance of Structural Steel

**1.0 Introduction.**

**1.1** The following procedures have been established for the acceptance of structural steel. Shop drawings shall be submitted for review and approval to the engineer of record for the local public agency (LPA). The approval is expected to cover only the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. It is recommended that the contract documents contain provisions that the contractor shall utilize a fabricator that meets the appropriate American Institute of Steel Construction (AISC) certification provisions as outlined in Sec 1080.3.1.6 of the current version of the MoDOT Standard Specifications for Highway Construction. Additional information regarding the AISC certification program can be found on their website, [www.AISC.org](http://www.AISC.org).

**1.2** All welding operations, including material and personnel, shall meet the American Welding Society (AWS) specifications. Primary welds shall meet the provisions of Sec 1080.3.3.5.2 of the current version of the MoDOT Standard Specifications for Highway Construction. The LPA or their engineer of record has the option of inspecting the steel units during fabrication or requiring the fabricator to furnish a certification of contract compliance and substantiating test reports. In addition, the reports shown below shall be required.

- Certified mill test reports, including results of chemical and physical tests on all structural steel as furnished.
- Non-destructive testing reports.
- Verification of the girder camber, sweep, and other blocking data.
- Verification of coating operations.

**1.3** The LPA or their engineer of record shall verify and document that the dimensions of the structural steel units were checked at the jobsite and found to be in compliance with the shop drawings.

**2.0 Basis of Payment.** No direct payment will be made to the contractor for the labor, equipment, material, or time required to comply with this provision.

**SAINT LOUIS COUNTY  
DEPARTMENT OF  
TRANSPORTATION**

**SPECIAL USE PERMIT APPLICATION  
& INSURANCE REQUIREMENTS**

## APPLICATION FOR SPECIAL USE PERMIT

To the **DIRECTOR** of the **DEPARTMENT OF TRANSPORTATION**, St. Louis County, Missouri  
41 South Central Avenue, 6<sup>th</sup> Floor, Clayton, Missouri 63105  
Phone: (314) 615-8517 Fax: (314) 615-7084

1) Name of Applicant: \_\_\_\_\_

2) Address of Applicant: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone No.: (    ) \_\_\_\_\_ - \_\_\_\_\_ Ext: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Emergency No.: (    ) \_\_\_\_\_ - \_\_\_\_\_

Contractor (if applicable): \_\_\_\_\_

3) Type of Development (check boxes): ☐ New ☐ Existing ☐ Residential ☐ Commercial ☐ Industrial

4) Description of Work: \_\_\_\_\_

\_\_\_\_\_

5) Location of Work: \_\_\_\_\_

\_\_\_\_\_

6) Master Drainlayer/Plumber Name: \_\_\_\_\_ License Number: **D-**\_\_\_\_\_ **P-**\_\_\_\_\_

7) Proposed Starting Date: \_\_\_\_\_ 8) Days Required to Complete: \_\_\_\_\_

9) SL # \_\_\_\_\_ WL # \_\_\_\_\_ 10) Plumbing Permit Number: \_\_\_\_\_

11) PAC Number: \_\_\_\_\_ 12) MLD Number: \_\_\_\_\_

13) **By typing or signing my name, I acknowledge that I have read and understand the above conditions and attached general provisions.**

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

----- THE FOLLOWING IS FOR OFFICE USE ONLY -----

☐ Arterial Road System ☐ County Road System

Fees Collected: \_\_\_\_\_ Number of Units: \_\_\_\_\_ Grading: \_\_\_\_\_ Date: \_\_\_\_\_ By: \_\_\_\_\_

Special Use Permit Number: \_\_\_\_\_ Map Location: \_\_\_\_\_

**ST. LOUIS COUNTY**  
**SPECIAL USE PERMIT GENERAL PROVISIONS**

**DEFINITIONS**

For purposes of this Application, the terms are defined as follows:

- 1) **Applicant**. The person (individual or artificial entity) that controls the property or the project authorized by this SUP. If Applicant uses a Contractor, the term "Applicant" includes the term "Contractor".
- 2) **Contractor**. The person (individual or artificial entity) that performs the work authorized by this SUP.
- 3) **County**. St. Louis County, Missouri.
- 4) **Department**. The St. Louis County Department of Transportation.
- 5) **Director**. The Director of the Department or his / her designee.
- 6) **Project**. The work performed by Applicant pursuant to this SUP.
- 7) **SUP**. This Special Use Permit.

**TERMS AND CONDITIONS**

By submitting this application, the Applicant agrees to comply with all obligations, requirements, terms and conditions contained in the General and Special Conditions contained in this application. Except in those instances and to the extent that Applicant makes a good faith determination that an emergency exists, Applicant shall perform no work on a Project prior to issuance of an SUP. If Applicant fails to comply with any General or Special Condition, County may suspend or revoke this SUP. If Applicant wishes to request an exemption from, or a modification of, any General or Special Condition, Applicant must follow the procedures specified below in General Condition No. 4, titled "Variance Procedure".

**GENERAL CONDITIONS**

- 1) **Notification**. Applicant shall notify County at least 48 hours in advance that work will start on the Project. In non-emergency situations, Applicant shall provide such notice by contacting the Permit Inspection Section of the Department at (314) 615-1166 or by email to the following address: [Highways-Permit-Inspection@stlouisco.com](mailto:Highways-Permit-Inspection@stlouisco.com). In emergency situations, Applicant shall provide such notice by calling the applicable number listed in County's Special Use Permit Booklet, Requirements and Conditions. Applicant shall not commence any work prior to such notification, except in emergency situations.
- 2) **Utilities Locates**. Applicant shall be responsible to request the location of all utilities, including traffic signal interconnect and facilities, prior to performing any work. Applicant shall call the Department at (314) 615-0215 for traffic signal facility locates, a minimum of 72 hours in advance of any work, except in the case of emergencies.
- 3) **Performance**. Applicant shall perform all work in a workmanlike manner, without unreasonable delay, and in full compliance with this SUP.

- 4) **Variance Procedure.** If Applicant has a good faith belief that a General or Special Condition, in whole or in part, should not apply to the Project or to the Applicant, Applicant shall file contemporaneously with this SUP application a "Variance Application" (see Exhibit "A", attached hereto) for an exemption or modification of such condition. The Variance Application shall contain a full explanation of the reasons in support of the request and all other relevant information requested on the Variance Application. The Director will respond to the Applicant by granting or denying the request in whole or in part, without undue delay.
- 5) **Indemnification.** Applicant shall defend, indemnify and hold harmless the County, its officers and employees, whether based on a claim for real or personal property, or to a person, for any and all damages arising from the negligence or intentional tort of said Applicant or its subcontractors in constructing, extending, restoring or maintaining its facilities within, upon or across a County owned easement or right-of-way. Additionally, for a period of six months from the completion of such work or use, Applicant will save the County harmless from any cost or expense occasioned or required in the refilling, repairing, or restoring of said easement or right-of-way, for such period, due to or occasioned by such use, excavation or encroachment.
- 6) **Insurance Coverage.** The applicant shall provide the County with a Certificate of Insurance, evidencing insurance coverages to current County requirements for any entity that performs work in County right-of-way associated with this application. Such certificates shall name "St. Louis County" as additional insured and shall be provided prior to the issuance of any permit. Upon request, County will provide specific amounts for coverages. Applicant will require all of its contractors and subcontractors to add St. Louis County as an additional insured; and provide copies of contractors' and subcontractors' Certificates of Insurance to County, prior to the commencement of work under this Permit by the contractor and/or subcontractor.
- 7) **Signs, Barricades, Flagmen.** While work is being performed in County right-of-way, Applicant shall comply with the most recent version of the Manual of Uniform Traffic Control Devices (MUTCD).
- 8) **Vertical Clearance.** Applicant shall maintain a vertical clearance for overhead installations of not less than 16 feet, 6 inches from the road surface.
- 9) **Cover for Underground Facilities.** At the time of installation, Applicant shall provide the following minimum cover for underground facilities, unless approved through the Variance Procedure: 42 inches for waterlines, 24 inches for parallel telephone cables, 18 inches for gas service lines, 24 inches for gas mains, and 30 inches for all other underground installations.
- 10) **Covers or Guards.** Applicant shall provide covers or guards as approved by Director for cable, wire, small diameter pipe and other objects that extend above the surface.
- 11) **Mud, Debris.** Applicant shall keep pavements clear of mud and debris, and keep ditches, culverts and other areas that convey surface water, open and free from mud and debris.
- 12) **Pavement Crossings/Openings.** The Project shall not include open cut of any paved portion of the right-of-way unless such open cuts are limited to time periods designated in paragraph 13, "Lane Interruption/Traffic Stream". The Director may prohibit open cuts or impose additional limits if, after considering all relevant factors, the Director makes a good faith determination that such open cuts will result in an unreasonable disruption of the traffic stream.
- 13) **Restoration of Asphalt Driving Surface.** In addition to the requirements of Standard Drawing C613.00, the contractor shall mill and overlay the full width of the impacted lane(s) or shoulder(s) for trench excavations that exceed 50 feet longitudinally. When 5 feet or less of pavement remains between the excavation and the nearest joint or pavement edge, the contractor shall mill and overlay to the joint or pavement edge.
- 14) **Disturbed Paved Right-of-Way.** At the completion of the Project, Applicant shall restore the paved right-of-way and any improvements thereon, to as good condition as before the Project, and keep and maintain such paved right-of-way in such condition for a period of six months. Applicant shall replace

the subgrade and surface with like kind materials. Applicant shall fill all voids and pavement openings with granular backfill, which shall be compacted to comply with Standard Specification for Road and Bridge Construction, Section 726.6.3. Applicant shall make final pavement repairs within thirty days of completed temporary pavement work. If within six months of the completion of the Project, the paved right-of-way fails to remain in as good condition as before the Project, applicant shall repair such right-of-way to effect such compliance.

- 15) **Lane Interruption / Traffic Stream.** In non-emergency situations, the Project shall not interrupt the traffic stream between the hours of 6:00 am to 9:00 am and 3:30 pm to 6:30 pm.
- 16) **Disturbed Unpaved Right-of-Way.** All disturbed unpaved areas of the right-of-way shall be re-graded, and vegetation restored to as good a condition as before the Project.
- 17) **Manholes.** Applicant shall conform utility boxes, valve boxes, manhole frame covers or any utility appurtenances to the transverse and longitudinal pavement slope, and make the top comply with the finished grade.
- 18) **Trees, Shrubs and Turf.** Applicant shall make all reasonable efforts not to cut, spray or damage trees, shrubs or turf in County right-of-way. If any such trees, shrubs or turf are damaged, Applicant shall restore or replace such items as is reasonable.
- 19) **Disturbed Driveways and Sidewalks.** Applicant shall repair or replace all subgrade, sidewalks, driveway approaches and associated drainage facilities that Applicant damages or removes with like kind materials. When Applicant disturbs 50% or more of a slab of a concrete driveway or sidewalk, Applicant shall replace such slab with a full slab. Applicant shall replace all paved improvements at the same depth as before the Project.
- 20) **Private Facilities.** If Applicant damages or removes privately owned facilities lawfully located within County right-of-way, Applicant shall immediately notify the owner, and repair or replace such facilities as soon as practical. Applicant will address any dispute with owners of private facilities as a civil matter arising in the course of business.
- 21) **Storage.** Applicant shall not store construction material or equipment on County right-of-way, if Applicant owns or controls property used for such storage within 500 feet of the Project. In any case, Applicant shall not store construction material or equipment if such storage impedes traffic or property access, or creates a sight distance hazard. Within thirty days after completion of the Project, Applicant shall restore all storage areas to as good a condition as before the Project.
- 22) **Costs.** Applicant shall bear all non-reimbursable costs of construction, maintenance, removal, repair and related costs associated with this SUP.
- 23) **Pedestrian Right-of-Way Obstruction.** Applicant work that closes, or impedes pedestrian traffic shall comply with the Manual of Uniform Traffic Control Devices (MUTCD).
- 24) **Trenches.** Applicant shall keep all trenches in right-of-way covered and protected during non-working hours. At the completion of the Project, all trenches within three feet of or under existing or future (programmed) pavement shall be backfilled with granular material.
- 25) **Landscaping and Monuments.** Applicant shall not install landscaping or entrance monuments unless replacing existing landscaping or monuments as specified by this SUP.
- 26) **Fill Material.** Applicant shall use fill material that consists of uncontaminated inert materials (soil, rock, concrete, asphaltic concrete, sand and similar materials). Applicant shall not allow materials such as wood, metals, plastics, textiles and hydrocarbons as fill material. Applicant shall report to appropriate federal, state or local officials the existence of any material subject to applicable reporting requirements.

## **Exhibit "A"**

### **Application for Variance**

**SUP No.** \_\_\_\_\_

By filing this Application with County, Applicant represents that it has a good faith belief that the General Conditions (GC) and/or Special Conditions (SC) specified below should not apply, in whole or in part, to Applicant's Project. Furthermore, Applicant affirms that the information contained herein, and the reasons stated herein, are true to the best of Applicant's knowledge and belief.

**GC No.** \_\_\_\_\_

Reasons why GC should not apply:

1)

2)

3)

**SC No.** \_\_\_\_\_

Reasons why SC should not apply:

1)

2)

3)

(See attached pages for requests for variances for additional GCs and SCs.)

Attached are all plans and documents that support Applicant's request for variance, including plans and documents relating to duration and extent of any adverse effect on traffic stream.

Approved:

\_\_\_\_\_

(Applicant)

\_\_\_\_\_

(St. Louis County Department of Transportation)

# **FHWA FORM 1273**

## REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Non-segregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- XI. Certification Regarding Use of Contract Funds for Lobbying
- XII. Use of United States-Flag Vessels:

### ATTACHMENTS

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

### I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services). 23 CFR 633.102(e).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract). 23 CFR 633.102(b).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work

performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract. 23 CFR 633.102(d).

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

### II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

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

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

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

**1. Equal Employment Opportunity:** Equal Employment Opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140, shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract. 23 CFR 230.409 (g)(4) & (5).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action

within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

#### **6. Training and Promotion:**

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

**7. Unions:** If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. 23 CFR 230.409. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide

sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

#### **8. Reasonable Accommodation for Applicants /**

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

#### **9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:**

The contractor shall not discriminate on the grounds of race, color, religion, sex, sexual orientation, gender identity, national origin, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

#### **10. Assurances Required:**

a. The requirements of 49 CFR Part 26 and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

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

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

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

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

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

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

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

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, the contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, sexual orientation, gender identity, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

### IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

#### 1. Minimum wages (29 CFR 5.5)

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

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

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

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

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

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

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

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

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

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

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

## **2. Withholding (29 CFR 5.5)**

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics,

including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

## **3. Payrolls and basic records (29 CFR 5.5)**

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

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

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or

subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

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

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 231.

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

#### **4. Apprentices and trainees (29 CFR 5.5)**

##### **a. Apprentices (programs of the USDOL).**

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

Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

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

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

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

##### **b. Trainees (programs of the USDOL).**

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the

corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

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

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

**8. Compliance with Davis-Bacon and Related Act requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

**9. Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

#### **10. Certification of eligibility (29 CFR 5.5)**

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

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

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

#### **V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

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

**1. Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

**2. Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph 1 of this section, in the sum currently provided in 29 CFR 5.5(b)(2)\* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

\* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

### **3. Withholding for unpaid wages and liquidated damages.**

The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph 2 of this section. 29 CFR 5.5.

**4. Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 1 through 4 of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1 through 4 of this section. 29 CFR 5.5.

## **VI. SUBLETTING OR ASSIGNING THE CONTRACT**

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

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

a. The term "perform work with its own organization" in paragraph 1 of Section VI refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

## **VII. SAFETY: ACCIDENT PREVENTION**

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance

with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

### **VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS**

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

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

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

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

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

### **IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)**

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

#### **1. Instructions for Certification – First Tier Participants:**

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

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant

who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

\* \* \* \* \*

## **2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:**

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;.

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

## **3. Instructions for Certification - Lower Tier Participants:**

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

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

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

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

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

\*\*\*\*\*

#### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(a) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(b) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal.

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#### **XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING**

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000. 49 CFR Part 20, App. A.

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

## **XII. USE OF UNITED STATES-FLAG VESSELS:**

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

# **FEDERAL AID PROVISIONS**

# **FEDERAL AID PROVISIONS**

December 1980

## **NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
3. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their covered construction work, such contractors are required to comply with the following goals:

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

### **Goals**

Timetable	(Percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9

### **Goals for Minority Participation for Each Trade**

<b><u>County</u></b>	<b><u>Goal (Percent)</u></b>	<b><u>County</u></b>	<b><u>Goal (Percent)</u></b>
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10

Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

These goals are applicable to all of the contractor's construction work (whether or not is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on Its Implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority, or female employees or trainees from Contractor to Contractor or from project to project

for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

4. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
5. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" of the county, route and limits described in the proposal for the work.

**July 1986**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION**  
**CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation which this contract resulted.
  - b. "Director" mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes;
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith

performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and

trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.
- i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program).

## **OPERATING POLICY STATEMENT**

The contractor shall accept as his operating policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

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

### **SUPPLEMENTAL REPORTING REQUIREMENTS**

- A. The Contractor will keep such records as are necessary to determine compliance with the contractor's equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.
- B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.
- C. The contractor and each covered subcontractor will submit to the State Highway Agency, for the month of July, for the duration of the project, a report (Form PR-1391) “Federal-Aid Highway Construction Contractors Annual EEO Report”, indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

### **NONDISCRIMINATION IN EMPLOYMENT**

**July 1990**

The following provisions are added by the State to the Required Contract Provisions of Federal-Aid Contracts.

The contractor is advised that the exemptions referred to in the Required Contract Provisions, Federal-Aid contracts under Section II, Nondiscrimination, Paragraph 3g, with respect to contracts and subcontracts, are substantial and are to be found in Chapter 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor (33 Federal Register 7804-7812, May 28, 1968, effective July 1, 1968, Chapter 60, Title 41, Code of Federal Regulations), by which contracts and subcontracts of \$10,000 or less and certain contracts and subcontracts for indefinite quantities are exempt.

The two pertinent exemption clauses are as follows:

#### **60-1.5 Exemptions**

- (a) General – (1) Transactions of \$10,000 or under. Contracts and Subcontractors not exceeding \$10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: Provided, that where a contractor has contracts or subcontracts with the Government in any 12-month period which have an aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding \$10,000, the \$10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contracts exceeds \$10,000.

# **STATE WAGE RATES**

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 30

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, 2023

Last Date Objections May Be Filed: April 10, 2023

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$66.97
Boilermaker	\$41.15*
Bricklayer	\$62.54
Carpenter	\$61.56
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.25
Plasterer	
Communications Technician	\$62.85
Electrician (Inside Wireman)	\$73.29
Electrician Outside Lineman	\$58.76
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$96.60
Glazier	\$65.67
Ironworker	\$67.11
Laborer	\$52.47
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$50.74
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$67.06
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$51.81
Plumber	\$75.30
Pipe Fitter	
Roofer	\$56.75
Sheet Metal Worker	\$72.05
Sprinkler Fitter	\$78.94
Truck Driver	\$41.15*
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 RSMO Section 290.210.

Heavy Construction Rates for  
ST. LOUIS County

Section 100

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$62.80
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$58.76
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$53.14
General Laborer	
Skilled Laborer	
Operating Engineer	\$67.79
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$46.49
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. 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.

# 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.

# **FEDERAL WAGE RATES**

"General Decision Number: MO20230001 06/30/2023

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
1	01/27/2023
2	03/03/2023
3	03/17/2023
4	03/24/2023
5	04/14/2023
6	05/19/2023
7	05/26/2023
8	06/16/2023
9	06/30/2023

CARP0002-002 05/01/2022

ST. LOUIS COUNTY AND CITY

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

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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

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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

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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

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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

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ELEC0053-004 01/01/2023

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.....\$ 34.25	18.81
Groundman.....\$ 31.96	18.03
Lineman Operator.....\$ 46.74	23.09
Lineman.....\$ 51.82	24.89

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

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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

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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

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ELEC0257-003 03/01/2023

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.....	\$ 37.00	20.88

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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

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ELEC0453-001 09/01/2022

	Rates	Fringes
Electricians:		

CHRISITAN, DALLAS,  
DOUGLAS, GREENE, HICKORY,  
HOWELL, LACLEDE, OREGON,  
OZARK, POLK, SHANNON,  
WEBSTER and WRIGHT COUNTIES.\$ 30.00 17.26  
PULASKI and TEXAS COUNTIES..\$ 35.29 26.40  
STONE and TANEY COUNTIES....\$ 25.88 16.45

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\* ELEC0545-003 06/01/2023

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

Rates Fringes

Electricians:.....\$ 36.75 20.40

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ELEC0702-004 01/02/2023

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

Rates Fringes

Line Construction:

Groundman - Class A.....\$ 33.63 29%+8.35  
Groundman-Equipment  
Operator Class II (all  
other equipment).....\$ 42.65 29%+8.35  
Heavy-Equipment Operator  
Class I (all crawler type  
equipment D-4 and larger)...\$ 48.67 29%+8.35  
Lineman.....\$ 59.34 29%+8.35

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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  
COUNITES

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 gauge); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau roter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

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

GROUP 3: (a) Oiler;  
          (b) Oiler driver  
          (c) Mechanic.

## HOURLY PREMIUMS:

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

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

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

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 ENGI0101-005 04/01/2022

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.

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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; roter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

#### HOURLY PREMIUMS:

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

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

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

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

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

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

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

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\* ENGI0513-004 05/03/2023

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 41.01	29.63
GROUP 2.....	\$ 41.01	29.63
GROUP 3.....	\$ 39.71	29.63
GROUP 4.....	\$ 39.26	29.63

#### 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, Cimbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other souces including concrete breakers, jackhammers

and Barco 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 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

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 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;  
 guad-trac; scoop operator; sideboom cats; skimmer scoop  
 operator; trenching machine operator; truck crane, shovel  
 operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller  
 operator asphalt plant fireman (drum or boiler); asphalt  
 plant man; asphalt plant mixer operator; backfiller  
 operator; barber-greene loader; boat operator (bridge &  
 dams); chip spreader; concrete mixer operator skip loader;

concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow gauge; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; roofer; 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;

# ST. LOUIS CITY AND COUNTY

## Rates Fringes

### Power equipment operators:

GROUP 1.....	\$ 41.01	29.63
GROUP 2.....	\$ 41.01	29.63
GROUP 3.....	\$ 39.71	29.63
GROUP 4.....	\$ 39.26	29.63

### 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; enginemane, 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-green); 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 04/01/2023

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.....\$ 33.50      33.38

ATCHISON, BATES, BUCHANAN,

CALDWELL, CARROLL, CASS,

CLAY, CLINTON, HENRY,

JACKSON, JOHNSON,

LAFAYETTE, PETTIS, PLATTE,

SALINE, AND RAY COUNTIES....\$ 36.50      33.38

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IRON0321-002 08/01/2022

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
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Ironworker.....	\$ 23.50	19.96
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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
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Ironworker.....	\$ 36.71	28.96
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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

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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

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IRON0584-004 06/01/2023

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

	Rates	Fringes
Ironworkers:.....	\$ 29.00	16.20

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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

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LABO0042-003 03/01/2023

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	\$ 36.65	17.12

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LABO0042-005 03/01/2023

ST. LOUIS (City and County)

	Rates	Fringes
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#### LABORER

Dynamiter, Powderman.....	\$ 36.65	17.12
Laborers, Flaggers.....	\$ 36.65	17.12
Wrecking.....	\$ 36.65	17.12

LABO0110-005 05/01/2023

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1.....	\$ 35.49	15.62
GROUP 2.....	\$ 36.09	15.62
LABORER (Washington County)		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

#### 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; 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

LABO0579-005 05/01/2023

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1.....	\$ 29.04	16.59
GROUP 2.....	\$ 29.39	16.59
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.....	\$ 28.23	15.60
GROUP 2.....	\$ 28.78	15.60
LABORER (LAFAYETTE COUNTY)		
GROUP 1.....	\$ 29.78	15.85
GROUP 2.....	\$ 30.13	15.85

#### LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet

not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; 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 nozzlelemen; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0660-004 05/01/2023

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

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

LABO0660-006 03/01/2023

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 36.91	15.62

LABO0662-001 05/01/2023

Callaway, Cole, Miller and Moniteau Counties

Rates      Fringes

LABORER

GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

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; 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

LABO0663-002 04/01/2023

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 34.15	17.06
GROUP 2.....	\$ 35.36	17.06

#### LABORERS CLASSIFICATIONS

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

GROUP 2: Skilled Laborer - spreader or screed man on asphalt machine, asphalt raker, grade checker, vibrator man, concrete saw over 5 hp., laser beam man, barco tamper, jackson or any other similar tamp, wagon driller, churn

drills, air track drills and other similar drills, cutting torch man, form setters, liners and stringline men on concrete paving, curb, gutters and etc., hot mastic kettleman, hot tar applicator, hand blade operators, mortar men on brick or block manholes, sand blasting and gunnite nozzle men, rubbing concrete, air tool operator in tunnels, head pipe layer on sewer work, manhole builder (brick or block), dynamite and powder men.

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LABO0840-011 05/01/2023

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.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62
LABORER (Franklin County)		
GROUP 1.....	\$ 35.44	15.62
GROUP 2.....	\$ 36.04	15.62

#### 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

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LABO0955-012 05/01/2023

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

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 nozzleman; asphalt

plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

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

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LABO1104-005 05/01/2023

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.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

LABORERS CLASSIFICATIONS

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

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

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

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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

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PAIN0002-006 04/01/2023

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.....	\$ 28.49	15.03
Brush and Roll; Taping, Paperhanging.....	\$ 26.49	15.03
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement.....	\$ 27.49	15.03
Spray; Structural Steel (over 50 feet).....	\$ 27.49	15.03
Tapers using Ames or Comparable Tools.....	\$ 27.24	15.03

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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

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PAIN0003-011 04/01/2019

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

Rates	Fringes
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Painters:

Bridgeman; Lead Abatement;		
Sandblast; Storage Bin &		
Tanks.....	\$ 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

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PAIN0203-001 04/01/2012

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

Rates	Fringes
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Painters:

Finisher.....	\$ 20.18	11.33
Painter.....	\$ 19.75	11.76
Sandblaster, High Man,		
Spray Man, Vinyl Hanger,		
Tool Operator.....	\$ 21.18	11.33

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PAIN1185-008 04/01/2023

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

Rates	Fringes
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Painters:

Brush and Roller.....	\$ 31.83	15.13
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Floor Work.....	\$ 32.83	15.13
Lead Abatement.....	\$ 32.83	15.13
Spray.....	\$ 32.83	15.13
Structural Steel, Sandblasting and All Tank Work.....	\$ 33.83	15.13
Taping, Paperhanging.....	\$ 32.83	15.13

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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
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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.

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PAIN1292-003 09/01/2022

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

	Rates	Fringes
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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.

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PAIN2012-001 04/20/2022

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

	Rates	Fringes
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Painters:

Brush & Roller.....	\$ 33.35	18.73
Sandblaster.....	\$ 37.27	18.73
Steeplejack.....	\$ 40.84	18.73

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PLAS0518-006 03/01/2023

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
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CEMENT MASON/CONCRETE FINISHER...	\$ 26.57	12.43
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PLAS0518-007 04/01/2023

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

	Rates	Fringes
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Cement Masons:.....	\$ 36.57	18.30
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PLAS0518-011 04/01/2023

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

	Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...	\$ 36.03	20.50
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PLAS0527-001 04/01/2021

	Rates	Fringes
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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

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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

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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

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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

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\* PLUM0008-003 06/01/2023

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 54.28	23.79

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\* PLUM0008-017 06/01/2023

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

	Rates	Fringes
Plumbers.....	\$ 54.28	23.79

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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

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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

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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

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PLUM0533-004 06/01/2023

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

	Rates	Fringes
Pipefitters.....	\$ 53.56	24.70

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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

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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

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TEAM0013-001 05/01/2023

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....	\$ 33.04	15.15
GROUP 2.....	\$ 33.19	15.15
GROUP 3.....	\$ 33.31	15.15
GROUP 4.....	\$ 33.20	15.15
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.....	\$ 33.77	15.05
GROUP 2.....	\$ 33.93	15.05
GROUP 3.....	\$ 33.92	15.05
GROUP 4.....	\$ 34.04	15.05

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

GROUP 1.....	\$ 36.13	15.15
GROUP 2.....	\$ 36.24	15.15
GROUP 3.....	\$ 36.28	15.15
GROUP 4.....	\$ 36.35	15.15

Truck drivers (LINCOLN and  
WARREN COUNTIES)

GROUP 1.....	\$ 34.78	15.15
GROUP 2.....	\$ 34.89	15.15
GROUP 3.....	\$ 35.93	15.15
GROUP 4.....	\$ 35.00	15.15

#### TRUCK DRIVERS CLASSIFICATIONS:

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

GROUP 2: Agitator and Transit Mix Trucks

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

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

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TEAM0056-001 05/01/2020

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.

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TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS,  
GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD,  
MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE,

TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

	Rates	Fringes
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Truck drivers:

Traffic Control Service		
Driver.....	\$ 20.45	0.00

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

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TEAM0541-001 04/01/2023

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 35.31	17.55
GROUP 2.....	\$ 34.74	17.55
GROUP 3.....	\$ 34.22	17.55

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boom truck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

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TEAM0682-002 05/01/2017

ST LOUIS CITY AND COUNTY

	Rates	Fringes
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Truck drivers:

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

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

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

#### TRUCK DRIVERS CLASSIFICATIONS

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

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

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

#### FOOTNOTE FOR TRUCK DRIVERS:

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

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

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

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

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

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

2014.

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

#### Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### Union Average Rate Identifiers

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

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

\* an existing published wage determination

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour 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.

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END OF GENERAL DECISIO"

**ENVIRONMENTAL PERMITS AND  
CLEARANCES,  
APPROVAL LETTERS FROM MSD  
& RAILROADS**



## Metropolitan St. Louis Sewer District

2350 Market Street  
St. Louis, MO 63103  
Phone 314.768.6200  
www.stlmsd.com

APPROVAL DATE: 03/08/2022  
MSD Reference No.: 21MSD-00431

Thouvenot, Wade, and Moerchen, Inc.  
Erik Sager  
720 Olive Street, Suite 200A  
St. Louis, MO 63101

PROJECT NAME: Russell Ave Shared Use Path(Brentwood to Bremerton)

Site Address:

Plans for the above referenced project have been approved. Please log into <https://aca3.accela.com/STLMSD/> to view / download approved plans.

Permits are not ready for pickup upon receipt of this letter. Please have the licensed and bonded drainlayer call to ensure permits have been generated and are ready for pickup before obtaining online or in person.

Permits will be required as follows:

- 1 Modify Structure Permit(s)

**Prior to the issuance of the required permit(s)** the following deposits must be paid and documents executed by the Project Developer:

- As-Built Deposit in the amount of \$0.00.
- Construction Deposit in the amount of \$0.00, and Construction Deposit Agreement.
- Lift Station Deposit in the amount of \$0.00.
- BMP Deposit in the amount of \$0.00, and BMP Construction Deposit Agreement.
- Conditional Deposit in the amount of \$0.00.

Please refer to Chapter 8 of the District's "Rules and Regulation and Engineering Design Requirements for Sanitary Sewage and Stormwater Drainage Facilities" for an explanation of these requirements. Questions regarding the deposits or agreement should be directed to Construction Management at 314-768-6387.

### **Construction Permitting General Information**

1. Please log into <https://aca3.accela.com/STLMSD/> to view / download / obtain permits (if any).
2. Permits will only be issued to and paid for by a licensed and bonded drainlayers for all work related to sewer construction.
3. The Construction permit fee is \$195.00 and must be paid at the time of the issuance of permits. The Construction Inspection fee is \$5.80 per lineal foot of sanitary/combined sewer and \$4.20 per lineal foot of storm sewer.
4. The House Connection Permit and Misc. MSD Inspection fees are \$75.00 for each connection or point of inspection.
5. All fees must be paid prior to issuance of the permits. Please refer to Chapter 10 of the District's "Rules and Regulations and Engineering Design Requirements for Sanitary Sewage and Stormwater Drainage Facilities" for additional information regarding the Construction Permits.
6. Questions regarding Permits should be directed to the Permit Section at 314-768-6286.
7. The approved plans will remain active for one year. If permits have not been applied for within the year a new set of plans will have to be submitted for approval.

### **NOTE:**

1. THIS APPROVAL IS SUBJECT TO STATE HIGHWAY REGULATIONS AND U.S. ARMY CORPS OF ENGINEERS REQUIREMENTS WHERE APPLICABLE.
2. If MSD Permits are required, no occupancy permits are to be issued until MSD grants construction approval on this work.

John C. Grimm, P.E.

Program Manager - Development Review



## Metropolitan St. Louis Sewer District

2350 Market Street  
St. Louis, MO 63103  
Phone 314.768.6200  
www.stlmsd.com

APPROVAL DATE: 07/29/2022  
MSD Reference No.: 21MSD-00516

Jacobs Engineering  
Spencer Kelly  
501 N. Broadway  
St. Louis, MO 63102

PROJECT NAME: Great Rivers Greenway Connector Project Part B

Site Address:

Plans for the above referenced project have been approved. Please log into <https://aca3.accela.com/STLMSD/> to view / download approved plans.

Permits are not ready for pickup upon receipt of this letter. Please have the licensed and bonded drainlayer call to ensure permits have been generated and are ready for pickup before obtaining online or in person.

Permits will be required as follows:

- 2 BMP Permit(s)
- 11 Modify Structure Permit(s)
- 7 Reach Permit(s)
- 2 Special Items Permit(s)

**Prior to the issuance of the required permit(s)** the following deposits must be paid and documents executed by the Project Developer:

- As-Built Deposit in the amount of \$0.00.
- Construction Deposit in the amount of \$0.00, and Construction Deposit Agreement.
- Lift Station Deposit in the amount of \$0.00.
- BMP Deposit in the amount of \$0.00, and BMP Construction Deposit Agreement.
- Conditional Deposit in the amount of \$0.00.

Please refer to Chapter 8 of the District's "Rules and Regulation and Engineering Design Requirements for Sanitary Sewage and Stormwater Drainage Facilities" for an explanation of these requirements. Questions regarding the deposits or agreement should be directed to Construction Management at 314-768-6387.

### **Construction Permitting General Information**

1. Please log into <https://aca3.accela.com/STLMSD/> to view / download / obtain permits (if any).
2. Permits will only be issued to and paid for by a licensed and bonded drainlayers for all work related to sewer construction.
3. The Construction permit fee is \$195.00 and must be paid at the time of the issuance of permits. The Construction Inspection fee is \$5.80 per lineal foot of sanitary/combined sewer and \$4.20 per lineal foot of storm sewer.
4. The House Connection Permit and Misc. MSD Inspection fees are \$75.00 for each connection or point of inspection.
5. All fees must be paid prior to issuance of the permits. Please refer to Chapter 10 of the District's "Rules and Regulations and Engineering Design Requirements for Sanitary Sewage and Stormwater Drainage Facilities" for additional information regarding the Construction Permits.
6. Questions regarding Permits should be directed to the Permit Section at 314-768-6286.
7. The approved plans will remain active for one year. If permits have not been applied for within the year a new set of plans will have to be submitted for approval.

### **NOTE:**

1. THIS APPROVAL IS SUBJECT TO STATE HIGHWAY REGULATIONS AND U.S. ARMY CORPS OF ENGINEERS REQUIREMENTS WHERE APPLICABLE.
2. If MSD Permits are required, no occupancy permits are to be issued until MSD grants construction approval on this work.

John C. Grimm, P.E.

Program Manager - Development Review



REPLY TO  
ATTENTION OF:

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

July 6, 2020

Regulatory Branch  
File Number: MVS-2019-55

Mr. Phillip Blonn  
Jacobs  
501 N. Broadway  
St. Louis, Missouri 63102

Dear Mr. Blonn:

We have reviewed the recent submittal dated on June 26, 2020, submitted on your behalf by SCI Engineering, Inc. (SCI), regarding the project known as *Deer Creek Flood Mitigation*. The proposed project involves the design of improvements to Deer Creek and the creek floodplain to address the ongoing flooding problems located along Deer Creek. SCI previously submitted a report entitled Wetland and Waterbody Delineation Report and Section 404/401 Permit Application – Deer Creek Flood Mitigation Project – Brentwood, Missouri, dated February 15, 2019. An update letter was submitted entitled Updated Impact Summary – 60 Percent Plans (Phase 1), dated June 26, 2019. Since that time, the plans have been modified. The previously submitted site plans are included as Figure 6A – Proposed Impacts and Site Plan (February 2019) and Figure 6B – Proposed Impacts and Site Plan (June 2019).

Based on the review of the final site development plans, prepared by Jacobs, SCI understands that the proposed impacts to jurisdictional waters have changed due to engineering design modifications and combined impacts. In addition, the project will no longer be separated into two separate phases. These modifications are summarized in Table 1 below and are also illustrated and enclosed on *Figure 6C - Proposed Impacts and Site Plan (June 2020)*. In addition, a portion of a St. Louis Metropolitan Sewer District (MSD) project is now being included within the overall project. An additional impact to Tributary C (75 LF) is being proposed as part of a new sanitary sewer crossing and associated bank stabilization area. A description of the anticipated impacts and the proposed impact modifications are provided in Table 1.

Impact ID <sup>1</sup>	Description	Waterbody ID	Resource Type <sup>2</sup>	Size in Project Area <sup>3</sup>	Impact Type	Impact per June 2019 Submittal <sup>3</sup>	Impact Changes per June 2020 Site Plans	Total Current Proposed Impacts <sup>5</sup>
Impact Area 1	New Drainage Structure/MSD Pipe Crossing	Tributary C	IS	665 LF	Temporary	N/A	MSD impact	75 LF
Impact Area 2	Debris Removal and Stabilization	Tributary C	IS	665 LF	Permanent	60 LF of permanent impact. 65 LF of temporary impact	Grading impacts increased by 395 LF	520 LF

Impact Area 3	Debris Removal and Stabilization	Deer Creek	PS	7,205 LF	Permanent	760 LF	Grading impacts decreased by 55 LF	<b>715 LF</b>
Impact Area 4	Bridge Removal and Replacement	Deer Creek	PS	7,205 LF	Permanent	120 LF	No change	<b>120 LF</b>
Impact Area 5	Debris Removal and Stabilization	Deer Creek	PS	7,205 LF	Permanent	335 LF	Combined impacts I-2 and I-3	<b>780 LF</b>
Impact Area 6	Debris Removal and Stabilization	Black Creek	PS	1,240 LF	Permanent	N/A	New impact	<b>455 LF</b>
Outfalls <sup>4</sup>	N/A	Deer Creek	PS	7,205 LF	Permanent	40 LF	Only 3 outfalls outside of other impacts	<b>30 LF</b>
Outfalls <sup>4</sup>	N/A	Black Creek	PS	1,240 LF	Permanent	40 LF	Only 2 outfalls outside of other impacts	<b>20 LF</b>
<b>TOTAL:</b>						<b>2,440 LF</b>		<b>2,715 LF</b>

<sup>1</sup> Impact ID changed from I to Impact Area

<sup>2</sup> PS – Perennial Stream, IS – Intermittent Stream

<sup>3</sup> LF – Linear Feet

<sup>4</sup> Impacts associated with the outfall structures that overlap with other proposed impact areas are not included as an additional impact

<sup>5</sup> Proposed impacts are based on the final plan designs.

Based on the revised site plans, total project impacts have increased from 2,440 LF to 2,715 LF, resulting in total impact increase of 275 LF. To date, the project team has looked to minimize impacts to waters of the United States by constructing floodplain benches and installing outfalls above the ordinary high-water mark (OHWM), while attempting to minimize permanent alterations to the stream channels. Any permanent impacts currently being proposed are intended to increase aquatic resource functions and services within the localized watershed. All temporary and permanent impacts resulting from construction debris removal and stabilization are considered to be a channel improvement, as the intent is to improve aquatic habitat by replacing manmade debris with natural channel bed materials. Temporary access to the channel during construction will still be required for some aspects of the project. However, additional avoidance and minimization efforts will be evaluated and incorporated where applicable. Based on the revised impacts and the impact type, the project will be self-mitigating based on the fact that the project will result in improvements to the tributaries and the associated floodplain.

The Deer Creek Flood Mitigation Project is centered around Deer Creek between Brentwood Boulevard and Hanley Road, south of Manchester Road in the City of Brentwood, Missouri (38.609641, -90.343096). More specifically, the project is located in Section 20, Township 45 North, Range 6 East, St. Louis County.

The Corps of Engineers has determined that this activity is authorized under Section 404 of the Clean Water Act by an existing Department of the Army nationwide permit for *Maintenance and Aquatic Habitat*

*Restoration, Enhancement, and Establishment Activities*, as described in the January 6, 2017 Federal Register, Reissuance of Nationwide Permits; Notice (82 FR 1984)(82 FR 1989), Appendix A (B)(3)(27). This verification is valid until March 18, 2022, unless the District Engineer modifies, suspends, or revokes the nationwide permit authorizations in accordance with 33 CFR 330.5(d). If you commence, or are under contract to commence, this activity before the nationwide permits expire, you will have 12 months after the date the nationwide permits expire or are modified, suspended, or revoked, to complete the activity under the present terms and conditions of these nationwide permits. Enclosed is a copy of the nationwide permit and conditions and management practices with which you must comply. The District Engineer has further conditioned this permit to include the following special conditions:

1. All bank areas disturbed during construction shall be stabilized by riprapping, seeding and mulching, or other appropriate erosion control methods.
2. The material should be placed in a manner so that it will not be eroded by normal or expected high flows.
3. Permittee must notify the Corps should any change in size, location or methods to accomplish the work occur. Changes could potentially require additional authorizations from the Corps as well as other federal, state or local agencies.
4. Permittee shall allow representatives from the Corps office to inspect the authorized activity at any time deemed necessary to ensure compliance with permit conditions.

In accordance with General Condition number 30 of the Nationwide Permit, a compliance certification (Attachment A of this package) must be completed within 30 days of project completion or the permit issuance may be revoked and considered null and void.

The Missouri Department of Natural Resources Water Protection Program (MDNR/WPP) has conditionally issued general Section 401 Water Quality Certification for this nationwide permit, subject to special conditions (see enclosure). These conditions are part of the Corps permit. If you have any questions regarding the water quality certification conditions, you may call Mr. Mike Irwin, MDNR/WPP, at 573-522-1131 or [wpsc401cert@dnr.mo.gov](mailto:wpsc401cert@dnr.mo.gov).

This determination is applicable only to the permit program administered by the Corps of Engineers. It does not eliminate the need to obtain other federal, state or local approvals before beginning work. In addition to the Corps requirements, **please coordinate with your local floodplain administrator for any activity within the floodplain**. This permit verification does not convey property rights, nor authorize any injury to property or invasion of other rights.

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

If you have any questions please contact me at (314) 331-8810. Please refer to file number **MVS-2019-55**. I am forwarding a copy of this letter, without enclosures, to Mr. Mike Irwin, MDNR-WPP; Ms. Amy Rubingh, MDNR-SHPO; Ms. Vona Kuczynska, USFWS; Mr. Gabriel DuPree, USEPA, Mr. Matt Vitello, MDC and Mr. Scott Billings, SCI Engineering. The St. Louis District Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a

moment to go to our Customer Service Survey found on our web site at  
[http://corpsmapu.usace.army.mil/cm\\_apex/f?p=regulatory\\_survey](http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey).

David Meyer  
Missouri Section  
Regulatory Division

**Enclosures**

Nationwide Permit Conditions  
Missouri Water Quality Certification

**ATTACHMENT A**

**COMPLETED WORK CERTIFICATION**

Date of Issuance: July 6, 2020

File Number: MVS-2019-55

Name of Permittee: Jacobs Engineering; c/o Mr. Phillip Blonn

Name of Project: Deer Creek Flood Mitigation

Project Location: Section 20, Township 45 North, Range 6 East

River Basin/County/State: Mississippi/St. Louis/Missouri

Project Manager: Meyer

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

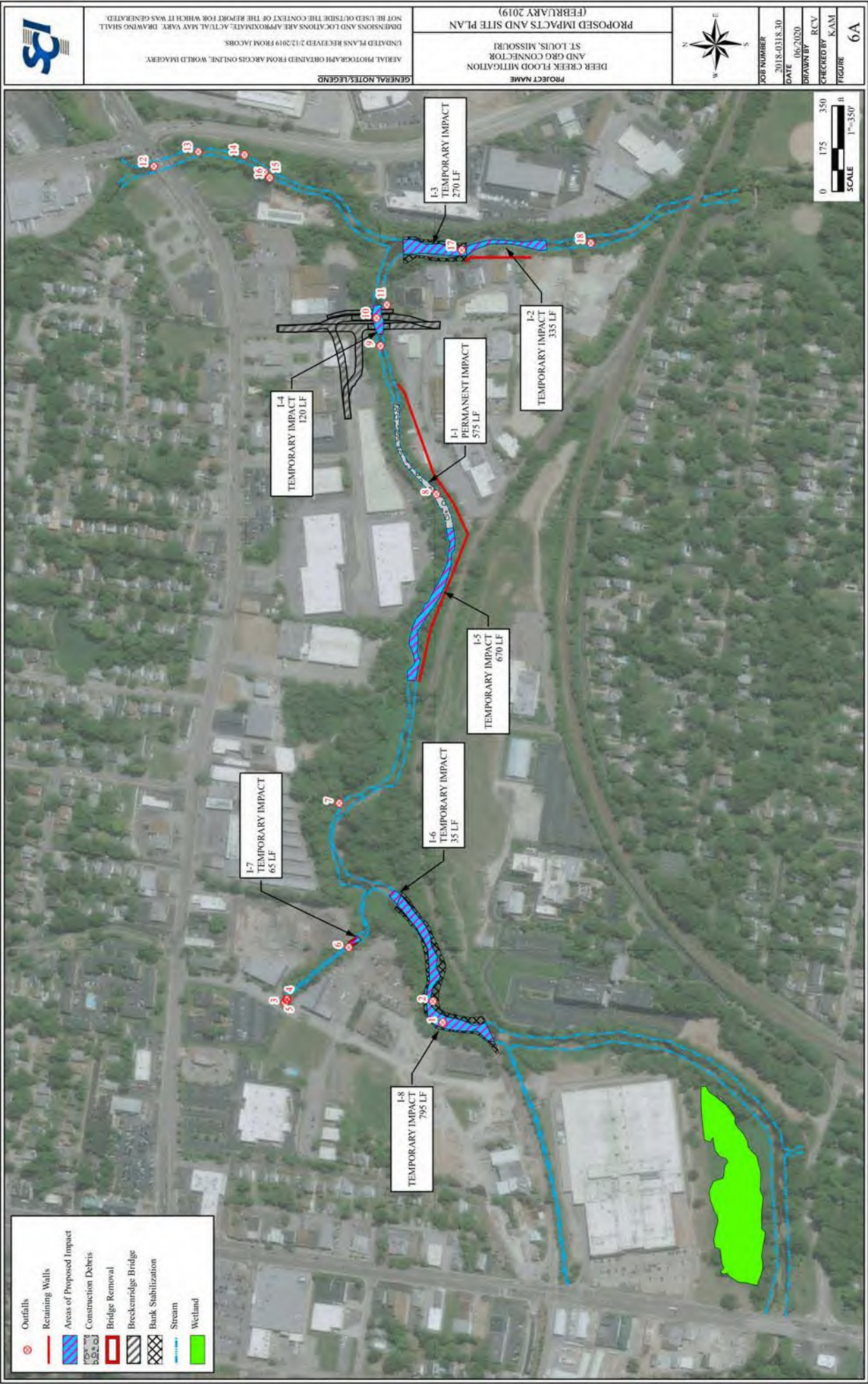
**U.S. Army Corps of Engineers  
Attn: Regulatory Branch (OD-F)  
1222 Spruce Street  
St. Louis, Missouri 63103-2833**

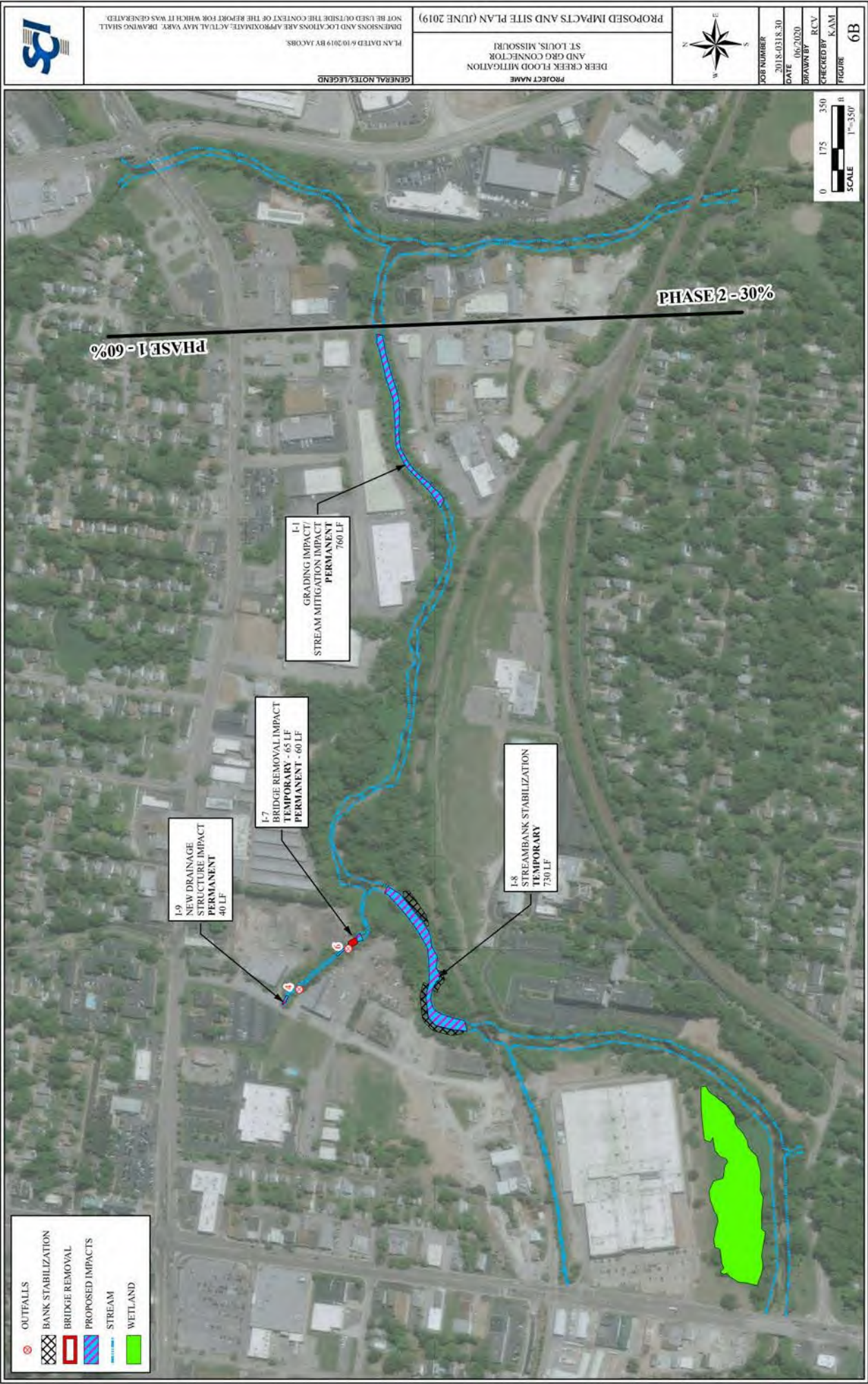
(Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification or revocation.)

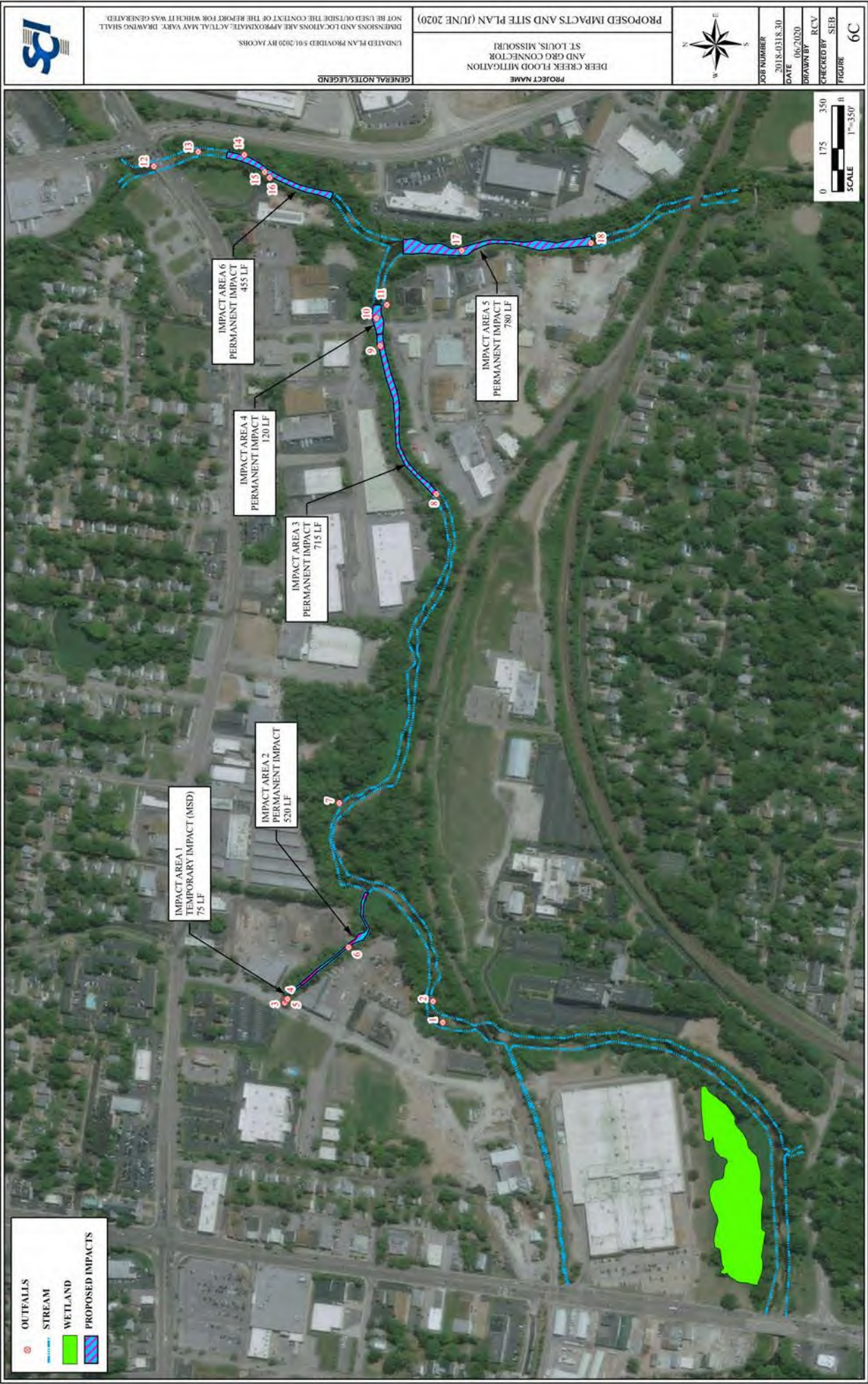
I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

\_\_\_\_\_  
**Signature of Permittee**

\_\_\_\_\_  
**Date**







UNPAID PLAN PROVIDED 5/01/2020 BY JACOBS  
DIMENSIONS AND LOCATIONS ARE APPROXIMATE. ACTUAL MAY VARY. DRAWING SHALL NOT BE USED OUT/TSIDE THE CONTEXT OF THE REPORT FOR WHICH IT WAS GENERATED.

PROPOSED IMPACTS AND SITE PLAN (JUNE 2020)



JOB NUMBER  
2018-0318-30  
DATE  
06/2020  
DRAWN BY  
RCV  
CHECKED BY  
SEB  
FIGURE  
6C

# CULTURAL RESOURCE COMMENTS

## Section 106 Review

**CONTACT PERSON/ADDRESS:**

Erik Sager  
TWM, Inc.  
720 Olive St, Ste 200A  
St. Louis, MO 63101

**COPIED:**

Raegan Ball, FHWA  
Taylor Peters, FHWA  
Michael Meinkoth, MoDOT  
Michael Meyer, MoDOT

**PROJECT:**

Deer Creek Greenway, Brentwood, MO

**FEDERAL AGENCY:**

FHWA

**COUNTY:**

St. Louis

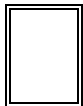
The Missouri State Historic Preservation Office (SHPO) has reviewed the information submitted on the above referenced project. Based on this review, we have made the following determination:

☒

Adequate documentation has been provided as outlined in 36 CFR Section 800.11. After review of the initial submission, the project area has no known historic properties present and a low potential for the occurrence of cultural resources. SHPO concurs with your determination of **No Historic Properties Affected**.



An adequate cultural resource survey of the project area has been previously conducted; therefore, SHPO concurs with your determination of **No Historic Properties Affected**.



An adequate cultural resource survey has been conducted for this project titled, by . Based on this survey and its negative findings, SHPO concurs with your determination of **No Historic Properties Affected**.

PLEASE BE ADVISED THAT, IF THE CURRENT PROJECT AREA OR SCOPE OF WORK CHANGES, SUCH AS A BORROW AREA BEING ADDED, OR CULTURAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, APPROPRIATE INFORMATION MUST BE PROVIDED TO THIS OFFICE FOR FURTHER REVIEW AND COMMENT. Please retain this documentation as evidence of consultation with SHPO under Section 106 of the National Historic Preservation Act, as amended. SHPO concurrence does not complete the Section 106 process as federal agencies will need to conduct consultation with all interested parties.

By:

*Toni M. Prawl*

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

September 20, 2021

Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES  
STATE HISTORIC PRESERVATION OFFICE  
P.O. Box 176, Jefferson City, Missouri 65102

For additional information, please contact Jeffrey Alvey, (573) 751-7862.

Please be sure to refer to the project number: **137-SL-21**

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

Date Completed: 06/29/2022

Completed By: Kyleen Kelly

## Request for Environmental Review

### Form#:2022-07-00003

☐ Alternative Project Delivery Method (such as Design/Build)

#### Project Information

Prefix:	TAP	Project Number:	5577638	Bridge Number:	
District:	St. Louis	County:	ST. LOUIS	Sponsor:	City of Brentwood, MO
				Sponsor Email:	
TIP Number:	7154-22	Rte/Street:	DEER CREEK GREENWAY null		
MoDOT Job Number:		TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	No
Location/Stream Crossing :	DEER CREEK GREENWAY				
TMS Project Description - termini (no stations):	DEER CREEK GREENWAY SHARED USE PATH- BRENTWOD; MARSHALL-BRAZEAU; RUSSELL - BRENTWOOD-BREMERTON				
Describe RER project improvements in full detail:	<p>The proposed project will construct improvements that will connect local parks, link existing greenways, and increase the safety and comfort of pedestrians, cyclists and vehicles traveling along a segment of Brentwood Blvd. Those improvements include: 1. Construct a 8-foot wide concrete Shared Use Path against the existing curb on the north side of Russell Ave for the entire project length. Install wide "Zebra Striping" crosswalks at each sideroad intersection. 2. Construct an accessible 12-foot wide concrete Shared Use Path with a 5-foot wide tree lawn on the east side of Brentwood Blvd from the new Brazeau Ave intersection and connecting to Great Rivers Greenway's Deer Creek Greenway at Marshall Ave. The City of Brentwood has fully funded a project to extend Rogers Parkway south to the new Brazeau Ave intersection with Brentwood Blvd. The shared use path links Deer Creek Greenway to Rogers Parkway. This connection of Rogers Parkway to Deer Creek Greenway is part of GRG's master plan for Deer Creek. 3. Widen the Brentwood Blvd Bridge over Deer Creek by adding an additional girder line and 4 drilled shafts on the east side. Add 8-foot tall chain-link fence to the east side of the bridge. This will increase the protected pedestrian area on the bridge from 5'-9" wide existing to 14-foot wide proposed. 4. Install new Railroad striping and signing on Brentwood Blvd and on the 12-foot wide Shared Use Path to complement the new railroad crossing panels and signals being installed by MoDOT &amp; Union Pacific. 5. Upgrade pedestrian signals at the signalized Metro/Bi-State northern entrance. Remove &amp; replace sidewalk and curb ramps on the west side of Brentwood Blvd from this signal to Russell Ave, reconstruct median island, install wide "Zebra Striping" crosswalk across Brentwood Blvd. 6. Construct underground infrastructure for a future signal at the new intersection. Installed components would include cable/conduit and pullboxes. Once the warrants are met for a new signal at this location, the full signal could be easily built. 7. Addition of Streetscape elements including landscaping and wayfinding signage along Brentwood Blvd.</p>				
District Liaison:	Thomas McCloskey - 314-453-1831	Contact:	None selected		
Email:	Thomas.McCloskey@modot.mo.gov	Email:			
Contact:	None selected	Contact:	None selected		
Email:		Email:			
Date Desired:	07/31/2021	Submit Date:	07/01/2021		
Desired A-Date:	09/15/2021				
Responsible Individual:	Erik Sager - (7/1/2021 8:39:05 AM) - 314-241-6300	Submitted By:	Erik Sager - (7/1/2021 12:00:00 AM) - 314-241-6300		

Existing Condition

ADT:	24370	Speed Limit:	30
Number of Travel Lanes:	5	Lane Width:	10
Shoulder Width:	0	Curb and Gutter:	Yes
Bridge width, measured from gutterline to gutterline:		Sidewalks:	Both
<b>Proposed Design Improvement</b>			
ADT:	26930	Speed Limit:	30
Number of Travel Lanes:	5	Design Speed:	35
Shoulder Width:	0	Lane Width:	10
Bridge width, measured from gutterline to gutterline:		Curb and Gutter:	Yes
Bridge Length:		Sidewalks:	Both
Railroad Crossing	Yes	Roadway length:	.58
		Drainage District (If Applicable):	St. Louis
<b>Program Year:</b>			
Preliminary Engineering:	2021	Right of Way:	2022
Construction:	2023		
Has the sponsor documented that the project has: 1. Independent utility, 2. Logical termini, and 3. Does not restrict consideration of alternatives for other reasonably foreseeable transportation improvements?:	<input checked="" type="radio"/> Yes <input type="radio"/> No		
<input type="checkbox"/> Project breakout from previous or larger project? <i>If checked explain:</i>			

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

<b>Additional R/W (acres):</b>	0	<b>Temp Easement (acres):</b>	.10	<b>Permanent Easement (acres):</b>	.05
ROW may be needed, but, not yet determined?	No				
Is ANY Federally-owned land impacted by the project?	<input type="radio"/> Yes <input checked="" type="radio"/> No				

**Land Disturbance:**

Will project involve 1 acre or more:	No	Acres of Tree Clearing:	.01 acres
DO NOT CLEAR TREES W/O MODOT'S PRIOR WRITTEN APPROVAL.			

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

Residential:	<input type="radio"/> Yes <input checked="" type="radio"/> No	Commercial:	<input type="radio"/> Yes <input checked="" type="radio"/> No
No. of People:	Residences:	No. of Employees:	Businesses:

Any Public Involvement planned or completed:

See attached public involvement documentation.

Average Daily Traffic:

ADT Construction Year:	24370	ADT Design Year:	26930
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Traffic Impacts:

Road Closure Planned:	<input type="radio"/> Yes <input checked="" type="radio"/> No	Bridge Closure Planned:	<input type="radio"/> Yes <input checked="" type="radio"/> No
Days/Months Closed:		Detour > 25 mi rural (including local roads)	<input type="radio"/> Yes <input checked="" type="radio"/> No
		Detour > 5 mi urban (including local roads, census defined urban)	<input type="radio"/> Yes <input checked="" type="radio"/> No
Detour Info:			

Bicycle / Pedestrian Consideration

Pedestrian facilities considered:	Yes	Bicycle facilities considered:	Yes
-----------------------------------	-----	--------------------------------	-----

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

☐ Project is in a FEMA-identified zone "subject to 100-year flooding": *If so, what zone?:*

Project is in a FEMA-defined "floodway" ☐ No

☐ Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property) *If checked, give details:*

Is ANY construction taking place on MoDOT owned property under this project?

☐ Yes ☒ No

☐ Is highway improvement located within 4 miles of an existing airport?

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

Parkland:	No known concerns
Wetland/404 Permit:	No known concerns
Land Disturbance / Stormwater:	No known concerns
Farmland:	No known concerns
Threatened & Endangered Species:	May remove 5-10 trees, will document further
Migratory Birds: Are there birds nesting on the structure?	Unknown, No known concerns
Hazardous Waste:	No known concerns

Cultural Resources: No known concerns

LPA Comments:

### Project Attachments:

**\*\*NOTE: If making updates to an attachment, please use a different filename than the original.**

**\*\*The combined size of attachments in one upload must be less than 100MB**

Attachments:

✖Fwd\_-\_EXTERNAL\_RE\_  
MVS-2019-55.msg

✖GRG Part B No Rise.pdf

✖GRG Connector B  
Floodplain Development  
Permit.pdf

✖Microsoft Outlook - Memo  
Style.pdf

✖MVS-2019-55 NW 3+27  
Deer Creek Flood Mitigation  
(signed).pdf

✖TAP-  
5577638\_DeerCreekGreenway\_Section  
4(f)\_TempOccupancy\_Executed.pdf

✖SocioEconomic -  
Documentation of Public  
Involvement.pdf

✖SHPO Response  
Letter.pdf

✖Final Section 106  
Documentation.pdf

✖MDC Natural Heritage  
Review Report - Level 2  
Response.pdf

✖T- E Document.pdf

✖Bridge Photos.pdf

✖Tree Photos.pdf

✖TAP-5577638 Deer Creek  
Tree Locations.pdf

✖Plan Set.pdf

✖  
DeerCreekGreenwayConnectorPlans.pdf

✖Russell Ave Shared Use  
Path.kmz

✖MDC Natural Heritage  
Review Report.pdf

✖  
TandESpeciesChecklist.pdf

✖Species List.pdf

✖Consistency Letter.pdf

**Required Information to be attached for each RER stage:**

- Location map (county map, topographic map or aerial map) showing the project limits
- plan sheets
- KMZ files showing tree clearing limits and/or plans
- permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 Project Information Form for review, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)

## RER Environmental Screenings

### Farmland Impact

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

Environmental Response: The project is in a designated urbanized area (St. Louis, MO-IL 77770) as indicated on the U.S. Census Bureau Urban Area Reference Map. Therefore, the project is not subject to the Farmland Protection Policy Act.

LPA Action: None

#### Attachments:

☒ Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.  
Last Updated: Kyleen Kelly - 7/20/2021 11:50:02 AM

### Floodplain/Regulatory Floodway

Status Information: ☐ N/A ☐ Pending ☒ Cleared Clearance Date: 06/14/2022

Environmental Response: UPDATE 6/14/2022: A copy of the approved floodplain development permit and no-rise certification have both been uploaded to the RER. Nothing further is required. INITIAL: According to the attached FEMA floodplain map, the project is in the 100-year floodplain and the regulatory floodway. Additionally, according to the attached page from FEMA's Community Status Book of National Flood Insurance Program (NFIP) memberships, the City of Brentwood is a current member in the NFIP and has adopted a floodplain management ordinance including floodplain permitting requirements.

LPA Action: COMPLETE The city must ensure a licensed engineer prepares a no-rise certification and the city must issue a floodplain development permit for its project. Upload the no-rise certificate and the approved permit once they are available.

#### Attachments:

 [NFIP\\_Brentwood.pdf](#)

 [Full\\_FIRM\\_Deer Creek Greenway.pdf](#)

☒ Floodplain/Regulatory Floodway Submitted - Mark submitted when this review is ready to be sent to district staff.  
Last Updated: Kyleen Kelly - 6/14/2022 5:17:22 PM

### Land Disturbance / Stormwater

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

Environmental Response: If the project is in a regulated MS4 area, adhere to the MS4 requirements as defined in the MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system. Any project with land disturbance of 1-acre or more requires a NDPES land disturbance permit from MDNR.

LPA Action: If the project will disturb 1-acre or more of land, obtain a NPDES land disturbance permit from DNR. The LPA must also implement best management practices in accordance with that permit and the Clean Water Act.

#### Attachments:

☒ Land Disturbance / Stormwater Submitted - Mark submitted when this review is ready to be sent to district staff.  
Last Updated: Kyleen Kelly - 7/28/2021 2:22:15 PM

## FEMA/SEMA Buyout

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: According to the ArcMap GIS FEMA buyout layer, there are no flood buyout sites in the vicinity of the project area. The project will not result in development on any FEMA buyout properties.

LPA Action: None

### Attachments:

☒ FEMA/SEMA Buyout Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Kyleen Kelly - 7/28/2021 2:22:24 PM*

## Socioeconomic Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: UPDATE: Public involvement information has been provided. There are no significant socioeconomic impacts associated with this project. Impacts will be temporary and limited to traffic disruptions, construction noise, and fugitive dust and emissions in the area of project construction. INITIAL: The project does not require commercial or residential displacements but does require temporary and permanent easements that are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Road closures and detours will not be necessary during construction. More information is required (see LPA Action).

LPA Action: Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Provide sufficient public notice of construction work and traffic management plans consistent with MoDOT's and local public involvement policies and procedures. Ensure a traffic management control plan is implemented by the contractor during construction which should include how the public will be notified of travel disruptions.

### Attachments:

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

*Last Updated: Kyleen Kelly - 11/19/2021 12:18:54 PM*

## Threatened & Endangered Species

Status Information:

☒ No Effect ☐ Pending ☐ Cleared

Clearance Date:

11/19/2021

Environmental Response: UPDATE: MoDOT has completed a TE review for the proposed project (effects determination attached). The USFWS IPaC lists the following species for the project area: gray bat, Indiana bat, northern long-eared bat, and decurrent false aster. There are no critical habitats located within the project limits. Based on the Level 2 findings of the MDC Natural Heritage Review report, impacts to peregrine falcon (state-listed endangered) and Mississippi kite (state-ranked species of conservation concern) were also evaluated. Based on materials provided by the consultant, MoDOT determined that the project will not impact the peregrine falcon or Mississippi kite based on the lack of suitable habitat within the project limits. Additionally, MoDOT determined that there is no suitable habitat for the gray bat, Indiana bat, northern long-eared bat, or decurrent false aster within the project limits. As such, MoDOT determined that the project will have No Effect on these species. This completes the TE requirements for the project. INITIAL: Impacts to threatened and endangered species must be assessed for this project. Additional information is required before MoDOT can complete a TE review for the project.

LPA Action: COMPLETE 1. Based on the Level 2 finding of the MDC Natural Heritage Review report, contact MDC for a detailed follow-up report. Upload when received. 2. Provide photos of all trees that will be removed for the project. Ensure photographs illustrate bark characteristics of the main trunk and large branches, along with cavities, are clearly illustrated. 3. It is the responsibility of the LPA to make a written determination of their project impacts on each species listed from the IPaC. Further, the LPA must assess effects on any MDC listed species (endangered or species of conservation concern). If no effects are anticipated for a particular species, state the reason(s) why. For example: This project does not involve any tree clearing so there will be no effects on summer roosting habitat for listed bat species or this project does not impact any aquatic habitats so there will be no effects on listed fish or mussel species. 7. Submit the full project limits, easements, access, construction date, and ground disturbance information.

Attachments:

✕ [Email\\_TE Complete - No Effect Migratory Bird JSP Required TAP-5577\(638\) St. Louis Deer Creek Greenway.pdf](#)

✕ [TAP-5577\(638\)\\_MoDOT Effects Determination\\_StLouis\\_DeerCreekGreenway.pdf](#)

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

*Last Updated: Kyleen Kelly - 11/19/2021 2:00:50 PM*

## Migratory Birds

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

11/19/2021

Environmental Response: UPDATE: The existing bridge along Brentwood Blvd will be widened as part of the proposed project. The consultant conducted a bridge inspection of the structure and provided photos of the bridge to MoDOT. MoDOT reviewed the consultant's photos and identified several bird nests on the underside of the structure. To comply with the MBTA and avoid impacts to migratory birds, nests of protected species cannot be disturbed when active (young or eggs present). Generally, nests are active between April 1 – July 31, but active nests can be present outside of these dates. A migratory bird JSP will be required to avoid impacts to migratory birds and ensure compliance with the MBTA. INITIAL: Determine whether any bridges or other structures could be impacted by the project. If there are no structures involved in the project, notify the MoDOT environmental specialist. If there are structures - Swallows and other bird species protected by the Migratory Bird Treaty Act (MBTA) may be nesting under the structures that will be impacted during this project. To comply with the MBTA, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

LPA Action: Ensure migratory bird JSP is included with contract documents and implemented during all construction activities. An example JSP for migratory birds is attached.

Attachments:

✕ [Email\\_TE Complete - No Effect Migratory Bird JSP Required TAP-5577\(638\) St. Louis Deer Creek Greenway.pdf](#)

✕ [JSP\\_LPA\\_Migratory\\_Birds\\_April\\_2019.pdf](#)

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

*Last Updated: Kyleen Kelly - 11/19/2021 2:01:31 PM*

## Hazardous Waste Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: According to the attached DNR E-START map, there are no Hazardous Substance Investigation and Cleanup Sites and two Regulated Petroleum and Hazardous Substance Storage Tank Facilities in the vicinity of the project area. The facility at Brentwood Supply, Inc. at 3103 South Brentwood Boulevard was closed prior to the implementation of the 2004 Tanks RBCA and received a No Further Action letter (attached). The facility at the Brentwood Garage at 3000 South Brentwood Boulevard received No Further Action letters with restriction in 1997, 2019, and 2020 (attached). The property has a deed notice for a tank closed in place. The RER submission indicates that no new right of way will be required for the project. There are no hazardous waste site concerns based on this information. However, the potential to encounter hazardous wastes from sites unknown to the LPA and MoDOT should always be a consideration. If there is any hydroblasting, grooving, milling or diamond grinding related to the project, residue and associated water must be prevented from being released to waterways or adjacent wetlands.

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

Attachments:

✖ [NFA\\_3000 S Brentwood Blvd\\_3.pdf](#)

✖ [NFA\\_3000 S Brentwood Blvd\\_2.pdf](#)

✖ [NFA\\_3000 S Brentwood Blvd\\_1.pdf](#)

✖ [NFA\\_3103 S Brentwood Blvd\\_ST0008961.pdf](#)

✖ [ESTART\\_Deer Creek Greenway.PNG](#)

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

Last Updated: Kyleen Kelly - 7/28/2021 2:28:04 PM

## Wetland Impact (Section 404/401)

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

06/29/2022

Environmental Response: UPDATE 6/29/2022: Project impacts are included in the attached NWP. Correspondence with the USACE regulator is attached, verifying that the project is included in the existing NWP. Additionally, the permit remains valid based on the 12-month period after expiration if the project is under construction or under contract for construction. Nothing further required. INITIAL: According to the attached USFWS National Wetlands Inventory Mapper, there is a blue line stream, Deer Creek, that crosses the project area. A review of Google Earth imagery also reveals the possible presence of wetlands/water bodies in the project area. The project may have impacts to wetlands or waters of the U.S.

LPA Action: Ensure conditions of NWP and 401 Water Quality Certifications are followed.

Wetland Permit Information:	404 Permit Number	Permit Submitted	Permit Received
	MVS-2019-55	6/20/2020	7/6/2020
	Permit Expiration	Compliance Certification Sent	Compliance Certification Received
	3/18/2022		

Attachments:

✖ [NWI\\_Deer Creek Greenway.pdf](#)

☒ Wetland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 6/29/2022 3:27:08 PM

## Noise Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: This is a Type III project and a noise analysis is not required.

LPA Action: None

### Attachments:

☒ Noise Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 7/28/2021 2:28:35 PM

## Cultural Resources Impact (Section 106/Historic 4f)

Status Information:

☐ Pending ☒ Cleared

Clearance Date:

09/20/2021

Environmental Response: UPDATE 9/20/2021: On September 20, 2021, SHPO provided a determination of No Historic Properties Affected (SHPO Project No. 137-SL-21). Initial Response: The project requires a Section 106 Review in consultation with MoDOT, the City of Brentwood, and the State Historic Preservation Officer (SHPO) for identifying potential cultural resources that may be impacted by the project.

LPA Action: UPDATE 9/20/2021: Be advised that if changes are made to the project (including but not limited to the addition of new right of way or easements, or the changing of the scope) the project will need to be reevaluated and additional clearances may be required. Initial Response: Upload a completed draft of the attached Section 106 Project Information Form, including associated documentation, to the RER for review and comment by MoDOT's Historic Preservation staff. The environmental specialist will relay any comments for inclusion into the documentation. Once documentation is revised, if necessary, upload it to the RER as "Final Section 106 Documentation". The LPA sponsor may then submit it to the SHPO. Upload the SHPO response once received. To accompany the form, please include overview photographs of the project area and adjacent development. If there are any buildings, structures, or landscape features (such as fences, walls, etc.) 45 years of age or older located within 50 ft of any new right of way or easements, please also include photographs of these resources, and all resources located on the associated parcel, in your submission to SHPO. Please also include photographs of the bridge to be widened and the following information: This a three-span prestressed concrete I-beam structure on integral reinforced concrete end bents with reinforced concrete intermediate bents on concrete pilings. Although constructed in 1912, it was reconstructed in 1981, and thus MoDOT finds that it lacks the integrity needed for listing in the National Register of Historic Places. The following information should be included regarding archaeological resources: The current project plans include trail improvements along Brentwood Blvd. and Russel Ave. in Brentwood, MO. There is no new right-of-way (ROW) anticipated for the project and approximately 0.1 acre of temporary easement, and 0.05 permanent easement, expected for the project. Additional ROW is not expected to be needed for the project. The project will not involve more than 1 acre of land disturbance and less than 0.1 acres of tree clearing is anticipated. There are no previously recorded archaeological sites within or adjacent to the project area; although, one recent (2018) archaeological survey covers much of the project area on the east side of Brentwood Blvd. This previous survey included shovel probing that appears to have sufficiently sampled any areas of new construction proposed for the current project. Furthermore, much of the remaining project will be within existing disturbed ROW. Therefore, no archaeological survey is recommended for the project.

### Attachments:

[✖Section 106 Project Information Form\\_1-20.pdf](#)

☐ Adverse Effect or Conditional No Adverse Effect

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

Checked by: Elizabeth Heavrin on 09/20/2021 NA Approved on:

☒ Cultural Resources Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Elizabeth Heavrin - 9/20/2021 12:52:05 PM

## Public Land Impact (Section 4f/6f)

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

12/07/2021

Environmental Response: UPDATE 12/7/2021: The OWJ has provided their signature and concurrence on the Temporary Occupancy checklist (signed documented is attached to the RER). Based on the concurrence from the OWJ, nothing further is required. UPDATE: Project will temporary impact the existing Deer Creek Greenway, at the location where the new trail will tie into the existing pathway. The tie-in location will be completed in less than 10 days (JSP required), and will therefore qualify as a Section 4(f) Exception as a Temporary Occupancy. INITIAL: According to Google Earth imagery and ArcMap GIS public lands layers, Brentwood Park is located on the south side of Russel Avenue along the project route. However, construction work will take place on the north side of Russell Avenue and the project does not require new right of way or easements from and will not restrict access to this resource. The project will not result in a use to any Section 4(f) properties and no conversion of any Section 6(f) lands.

LPA Action: COMPLETE MoDOT has provided the consultant with a Temporary Occupancy checklist. Provide a draft of the document to MoDOT prior to obtaining signature from the OWJ.

Attachments:

✕ [Section 4\(f\) Applicability Checklist.pdf](#)

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

Checked by:  on

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

*Last Updated: Kyleen Kelly - 12/7/2021 2:14:30 PM*

## Other

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: There are no additional resource impacts associated with this project.

LPA Action: None

Attachments:

☒ Other Screening Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Kyleen Kelly - 7/28/2021 2:32:30 PM*

## NEPA Classification

NEPA Right-Of-Way Permission: Can Proceed to Buy R/W

as determined or approved by: KYLE.GRAYSON@MODOT.MO.GOV

NEPA Approval/Proceed to A-date Request: 12/08/2021

Re-evaluation Date:

NEPA Classification: PCE

This project qualifies for the programmatic categorical exclusion under Item#:

3

All Environmental Issues Cleared: 06/29/2022

Commitments and/or Comments to Sponsor: If there are any changes in the scope of the project, the Environmental Section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws.

Attachments:

✕ [PCE NEPA Concurrence\\_12.8.2021.pdf](#)

*Last Submitted: 06/29/2022 by Kyleen Kelly*

# FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION

Application No.: 22-0002 Date: 5/23/22

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in the Special Flood Hazard Area (SFHA) or "floodplain." The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be in accordance with the requirements of the Floodplain Management Ordinance and with all other applicable county/city ordinances, federal programs, and the laws and regulations of the State of Missouri.

Jacobs Engineering	8-26-2021	To Be Determined
Owner or Agent	Date	Builder
501 N. Broadway, St. Louis, MO 63102		N/A
Address		Address
618.581.3294		N/A
Telephone Number		Telephone Number

## SITE DATA

1. Location: \_\_\_\_\_ 1/4; \_\_\_\_\_ 1/4; Section \_\_\_\_\_; Township \_\_\_\_\_; Range \_\_\_\_\_  
 Street Address: Approximate latitude and longitude of the project center: 38 36 30 N, 090 21 00 W

2. Type of Development: Filling ☒ Grading ☒ Excavation ☒ Minimum Improvement ☐  
 Routine Maintenance ☐ Substantial Improvement ☒ New Construction ☐ Other ☐

3. Description of Development: Improvements to Brentwood Boulevard, Russell Avenue sidewalk, Deer Creek bridge widening, Bi-State Parking Lot, Pedestrian Trail, utilities, street/railroad signalization

4. Premises: Structure Size N/A ft. By N/A ft. Area of Site 87,120 Sq. Ft.  
 Principal Use: N/A Accessory Uses (storage, parking, etc.): N/A

5. Value of Improvement (fair market): \$ N/A Pre-Improvement/Assessed Value of Structure: \$ N/A

6. Is the Property Located in a Designated FLOODWAY? Yes ☒ No ☐

**IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE (1%) FLOOD ELEVATIONS.**

7. Is the Property Located in a Designated Floodplain FRINGE or a Floodplain (SFHA) without a Designated FLOODWAY? Yes ☐ No ☒

8. Elevation of the 1% Base Flood (ID source) 455' NGVD/NAVD

9. Elevation of the Proposed Development Site 451' NGVD/NAVD

10. Community Ordinance Elevation/Floodproofing Requirement N/A NGVD/NAVD

11. NFIP Flood Insurance Rate Map Panel(s) Number(s) 29189C0326K

12. Other Permits Required? Corps of Engineer 404 Permit: Yes ☒ No ☐ Provided ☐  
 State Department of Natural Resources 401 Permit: Yes ☒ No ☐ Provided ☐  
 Environmental Protection Agency NPDES Permit: Yes ☒ No ☐ Provided ☐

All Provisions of Ordinance Number Title IV, Chapter 400, Article 5, Div 8, the "Floodplain Management Ordinance", shall be in Compliance. 3859

## PERMIT APPROVAL/DENIAL

Plans and Specifications Approved/Denied this 23RD Day of MAY, 2022

Signature of Property Owner or Agent

Authorizing Official

Print Name and Title

Print Name and Title

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED \_\_\_\_\_ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED \_\_\_\_\_ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.


THIS PERMIT IS USED WITH THE CONDITION THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.

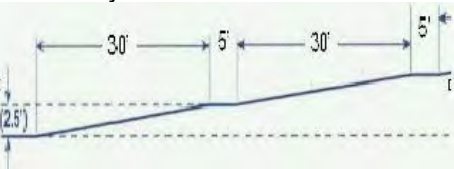
# **ADA CHECKLIST**

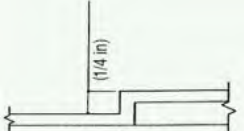
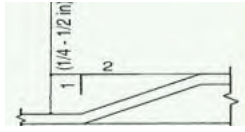

# ADA CHECKLIST

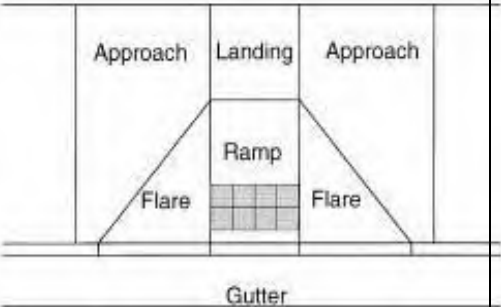
Revised June 15, 2022

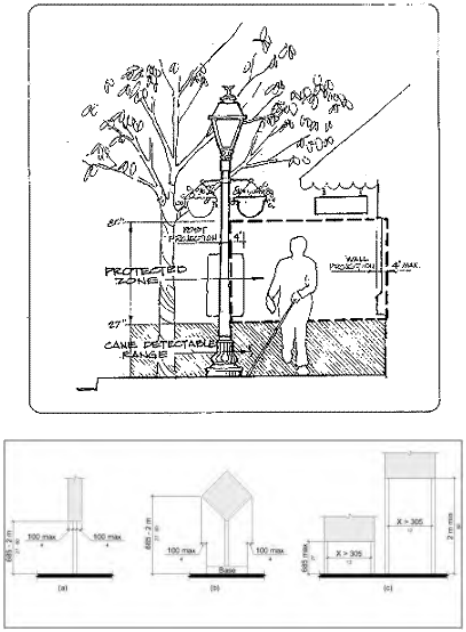
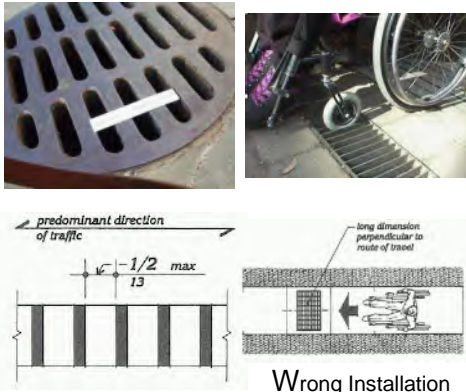
Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

Pedestrian Access Route (PROWAG R204)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>Sidewalk Width</p> 	<ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb.</li> <li>The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space.</li> <li>MoDOT Sidewalks shall be 5 feet wide minimum. <sup>2</sup></li> <li>MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. <sup>2</sup></li> <li>Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. <sup>2</sup></li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
<p>Passing Spaces</p>	<ul style="list-style-type: none"> <li>Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum.</li> <li>Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.</li> </ul>			
<p>Sidewalk Running Slope</p> <p>The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.</p>	<ul style="list-style-type: none"> <li>The running slope of a pedestrian access route shall be 5 percent maximum.</li> <li><b><u>Roadway Grade Exception:</u></b> Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway.</li> <li>Running Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			


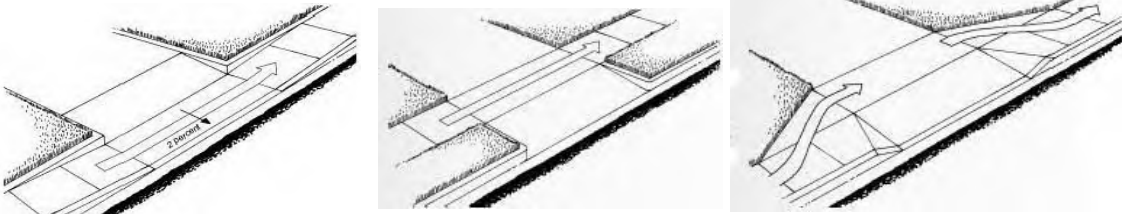
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Sidewalk Cross Slope</b> The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.</p>	<ul style="list-style-type: none"> <li>• The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>• 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent).</li> <li>• In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant.</li> <li>• Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			
<p><b>Sidewalk Ramps</b> For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run.</p> 	<ul style="list-style-type: none"> <li>• A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• Cross slope of ramp runs shall be 2 percent maximum.</li> <li>• The rise for any ramp run shall be 30 inches maximum.</li> <li>• Ramps shall have landings at the top and the bottom of each ramp run.</li> <li>• Ramp runs with a rise greater than 6 inches shall have handrails.</li> <li>• Handrails shall be provided on both sides of stairs and ramps.</li> <li>• Edge protection shall be provided on each side of ramp runs.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>Vertical Alignment</p>	<ul style="list-style-type: none"> <li>Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route.</li> <li>Grade breaks shall be flush.</li> <li>Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> <li>Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.</li> </ul>			
<p>Changes in Level</p>   	<ul style="list-style-type: none"> <li>Changes in level at grade breaks shall be flush.</li> <li>Changes in level of ¼ inch high maximum shall be permitted to be vertical.</li> <li>Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h.</li> <li>The bevel shall be applied across the entire level change.</li> <li>Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.</li> </ul>			

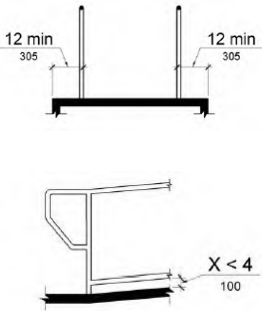
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Landing</b> A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user.</p> <p>Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.</p>  <p>The diagram illustrates a cross-section of a pedestrian access route. It shows a central 'Landing' area flanked by 'Approach' areas. A 'Ramp' is shown within the landing area, with 'Flare' areas on either side. Below the landing area is a 'Gutter'.</p>	<ul style="list-style-type: none"> <li>• The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum.</li> <li>• The landing clear length shall be 5 feet long minimum.</li> <li>• Landing slopes shall be 2 percent maximum.</li> <li>• Changes in level at grade breaks shall be flush.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul> <p><b><u>Roadway Grade Exception:</u></b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>• Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes.</li> <li>Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path.</li> <li>Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3)</li> <li>Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground.</li> <li>Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground.</li> <li>Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.</li> </ul>			
 <p>Wrong Installation</p>	<ul style="list-style-type: none"> <li>Openings in floor and ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Lift holes for manhole/utility covers shall not have an opening greater than ½ inch. Plugging of holes greater than ½ inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.</li> </ul>			

### ENTRANCES (PROWAG R301)


Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum.</li> <li>Cross slope shall be 2 percent maximum.</li> <li>Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition. <sup>2</sup></li> </ul> 			

### EDGE PROTECTION (PROWAG R406.8)

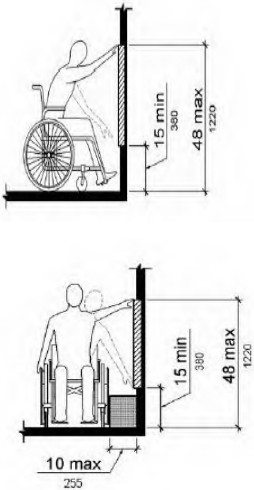
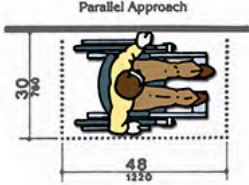
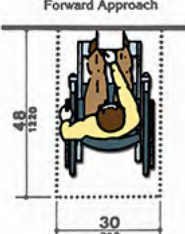
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Edge protection shall be provided on each side of ramp runs and at each side of ramp landings.</li> <li>A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface.</li> <li>Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail.</li> <li>Edge protection shall not be required on curb ramps and their landings.</li> <li>Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10.</li> <li>Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area.</li> </ul>			

HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>The clear width of walking surfaces shall be 4.0 feet minimum.</li> <li>Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps.</li> <li>Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.</li> <li>Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.</li> <li>Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum.</li> <li>Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum.</li> <li>Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum.</li> <li>Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.</li> <li>Handrails shall not rotate within their fittings.</li> <li>Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.</li> <li>At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.</li> <li>At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.</li> <li>See Edge Protection section above (also PROWAG 406.8) for additional details.</li> </ul>			

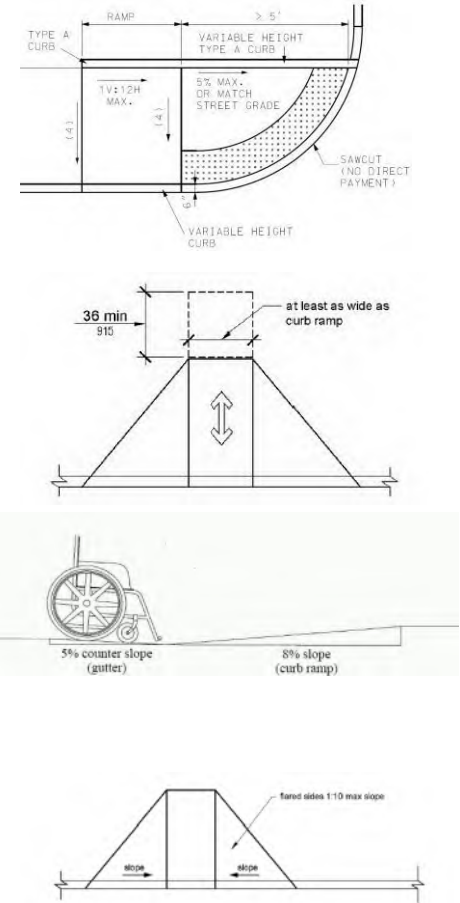
## STAIRWAYS (PROWAG R407)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum.</li> <li>Open risers are not permitted.</li> <li>The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below.</li> <li>Stairs shall have handrails complying with PROWAG 2005 R408.</li> </ul>			

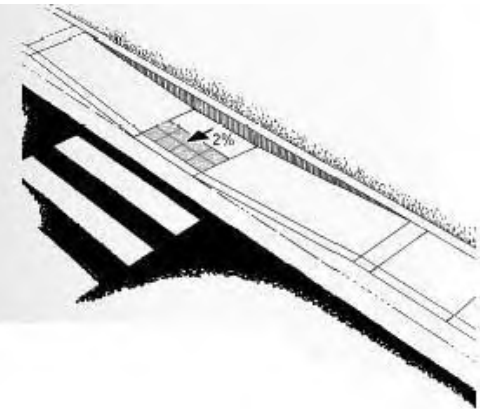
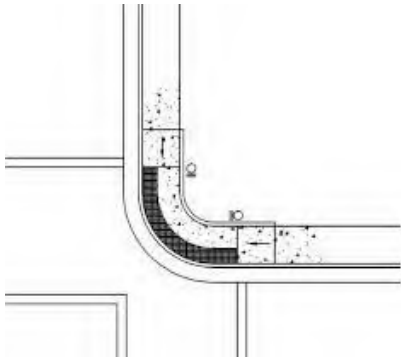
## UNOBSTRUCTED REACH RANGES (PROWAG R406)


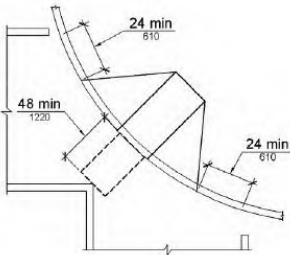
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<p><b>Forward Reach</b></p> <ul style="list-style-type: none"> <li>Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground.</li> </ul> <p><b>Side Reach</b></p> <ul style="list-style-type: none"> <li>Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground.</li> <li>EXCEPTION: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3)</li> </ul> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>Parallel Approach</p>  </div> <div style="text-align: center;"> <p>Forward Approach</p>  </div> </div>			

# CURB RAMPS (PROWAG R303)

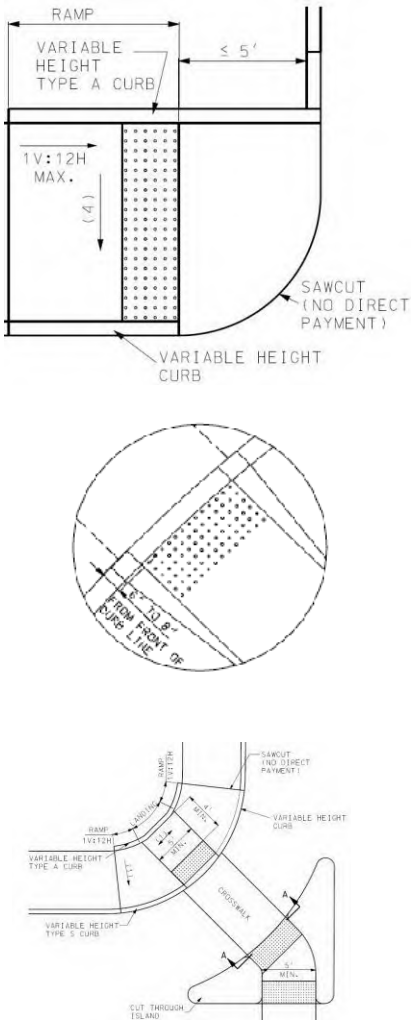
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.</p>  <p><b>15 Foot Rule:</b> For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.</p>	<ul style="list-style-type: none"> <li>The clear width of ramps, excluding the flares, shall be 4.0 feet minimum.</li> <li>Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> </ul> <p><b>Exception: 15 Foot Rule:</b> The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length.</p> <ul style="list-style-type: none"> <li>Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>Ramps shall have landings at the top and the bottom of each ramp run. <ul style="list-style-type: none"> <li>The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>The landing clear length shall be 5.0 feet long minimum.</li> <li>Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.</li> </ul> </li> <li>Handrails and Edge protection shall not be required on curb ramps and their landings.</li> <li>Curb height = 0 inches within curb ramp spaces. 2</li> <li>Curb ramps must be flush with street.</li> <li>The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5)</li> <li>The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.</li> <li>Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp. <ul style="list-style-type: none"> <li>In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12.</li> </ul> </li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>Perpendicular Ramps</p> <p>X = 4' Min.</p> <p>Flared Sides in Pathway      Flared Sides Not in Pathway</p> <p><b>Roadway Grade Exception:</b> Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.</p>	<ul style="list-style-type: none"> <li>• Perpendicular curb <b>ramps</b> shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> <li>• The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>• The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> </ul> <p><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>• A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space.</li> <li>• Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp.</li> <li>• If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.)</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.</li> </ul>			

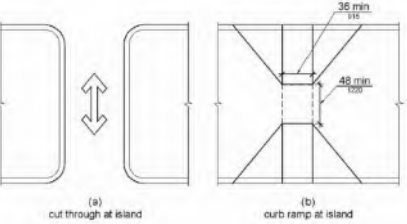


Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 <p>Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> <li>• <b>Parallel curb ramps</b> shall have a running slope that is in-line with the direction of sidewalk travel.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> <li>• The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> </ul> <p><b><u>Roadway Grade Exception:</u></b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>• A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space.</li> <li>• Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
	<ul style="list-style-type: none"> <li>• <b>Blended Transitions</b> shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum.</li> <li>• The clear width blended transitions, excluding flares, shall be 4.0 feet minimum.</li> <li>• Detectable warning surfaces shall be provided where a blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route.</li> <li>• Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 	<ul style="list-style-type: none"> <li>• <b>Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board.</b></li> <li>• Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow.</li> <li>• The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway.</li> <li>• Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings.</li> <li>• Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing.</li> </ul> <p><b><u>Roadway Grade Exception:</u></b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> </ul>			






# **DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)**

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.</p>  <p>The diagrams illustrate the placement of truncated dome detectable warnings in different urban scenarios. The top diagram shows a ramp with a variable height curb (Type A) and a sawcut (no direct payment) with a slope of 1V:12H MAX. and a length of 4 feet. The middle diagram is a circular cross-section showing the placement of the warning at the front of a curb. The bottom diagram shows a cut-through island with a ramp, curb, and variable height curb, with a sawcut (no direct payment) and a slope of 1V:12H MAX. and a length of 4 feet.</p>	<ul style="list-style-type: none"> <li>• Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light.</li> <li>• Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street.</li> <li>• Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.</li> <li>• Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing.</li> <li>• Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb.</li> <li>• Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel.</li> <li>• Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.</li> <li>• Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. <sup>2</sup></li> <li>• Detectable warnings shall not be stamped into concrete.</li> </ul>			

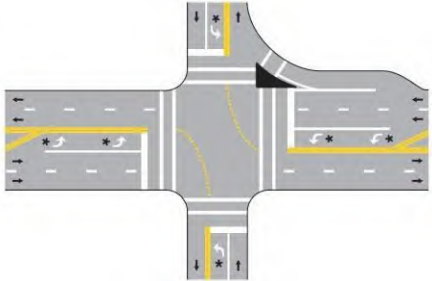

# ISLANDS AND MEDIANS (PROWAG R305.4)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
  	<ul style="list-style-type: none"> <li>Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.</li> <li>Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides.</li> <li>All median island passage spaces shall provide a clear width of 5 feet minimum. <sup>2</sup></li> <li>Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel.</li> </ul> <p><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings.</li> <li>Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap.</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions.</li> <li>Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			


# ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306 and EPG 902.6.1 – EPG 902.6.15)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
    	<ul style="list-style-type: none"> <li>Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval at new signalized intersections and shall be considered at existing intersections being altered or are needing maintenance applications. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal.</li> <li>Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line.</li> <li>Accessible pedestrian pushbuttons shall be located within a reach range complying with EPG 642.</li> <li>A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route.</li> </ul> <p><b>Roadway Grade Exception:</b> Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route.</p> <ul style="list-style-type: none"> <li>Pedestrian signals shall comply with PROWAG 2005 R306 and EPG 902.6.1 through 902.6.15. <ul style="list-style-type: none"> <li>Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 3.5 pounds to activate operable parts.</li> <li>The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves.</li> <li>The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line.</li> <li>For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart.</li> <li>Pushbuttons are located at a height of approximately 42 inches, but no higher than 48 inches from the ground and within 10 inch reach from a level paved clear floor or ground space with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches.</li> <li>Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.</li> </ul> </li> </ul>			

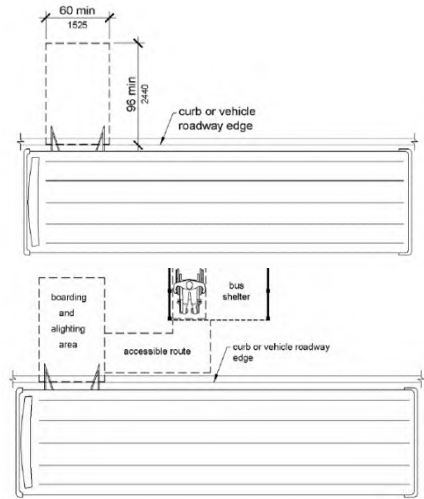
## PEDESTRIAN STREET CROSSINGS (PROWAG R305 and EPG 642)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 	<ul style="list-style-type: none"> <li>• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island.</li> <li>• Marked crosswalks shall be 6 feet wide minimum.</li> <li>• The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required.</li> <li>• A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control.</li> <li>• Crossings with Stop Control: The cross slope shall be 2 percent maximum.</li> <li>• The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>• The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk.</li> <li>• Accessible pedestrian signals and pedestrian pushbuttons provided at pedestrian crossings with pedestrian signals (See EPG 642 for applicability) shall comply with EPG 902.6.8 through 902.6.15. Operable parts shall comply with EPG 902.6.9 – 902.6.15.</li> <li>• Crosswalk pavement marking is 6 inches wide white.</li> <li>• Stop bar is at minimum 4 feet from the crosswalk.</li> <li>• Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.</li> </ul>			

### ALTERNATE CIRCULATION PATH (PROWAG R302)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>• Alternate circulation paths shall contain a pedestrian access route.</li> <li>• To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route.</li> <li>• Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66.</li> <li>• Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4).</li> <li>• A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface.</li> <li>• Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface.</li> <li>• Support members shall not protrude into the alternate circulation path.</li> </ul>			

### BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>• Bus stop boarding and alighting areas shall have a firm, stable surface.</li> <li>• Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway.</li> <li>• Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route.</li> <li>• Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent.</li> <li>• Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter.</li> <li>• Bus shelters shall be connected by an accessible route to a boarding and alighting area.</li> </ul>			

<sup>1</sup> Any “NO” answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked “NO”. These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

<sup>2</sup> A MoDOT requirement.

**Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.**

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

#### **US Access Board PROWAG**

**R202.3.1 Prohibited Reduction in Required Access.** An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

<b>Inspector Name:</b> _____ <b>Inspector Signature:</b> _____	<b>Date:</b>
<b>Resident Engineer or Area Engineer Name:</b> _____ <b>Resident Engineer or Area Engineer Signature:</b>	<b>Date:</b>
<b>Distribution:</b> <input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

# ***SAMPLE***

## **ADA EXCEPTIONS DOCUMENTATION**

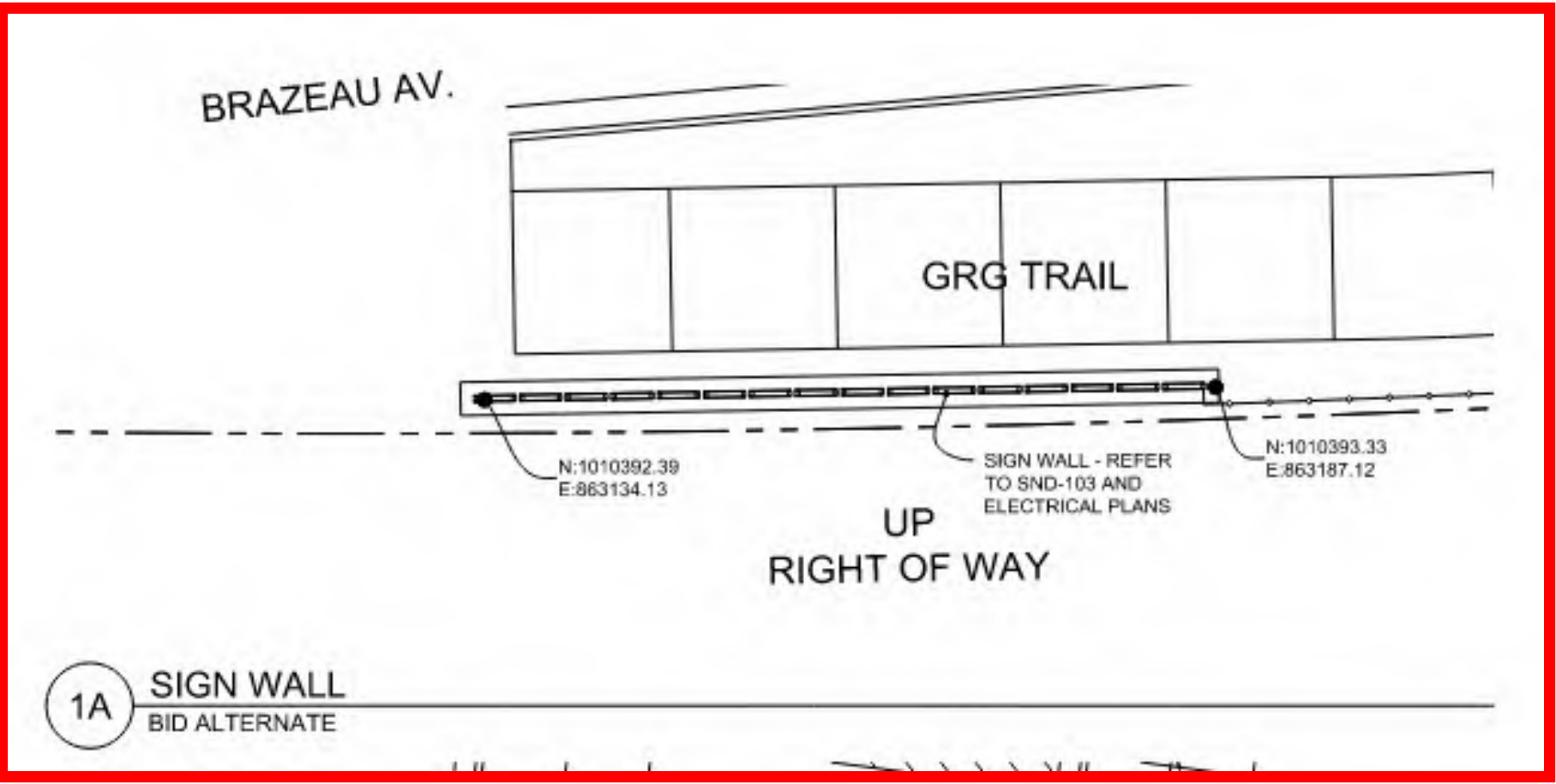
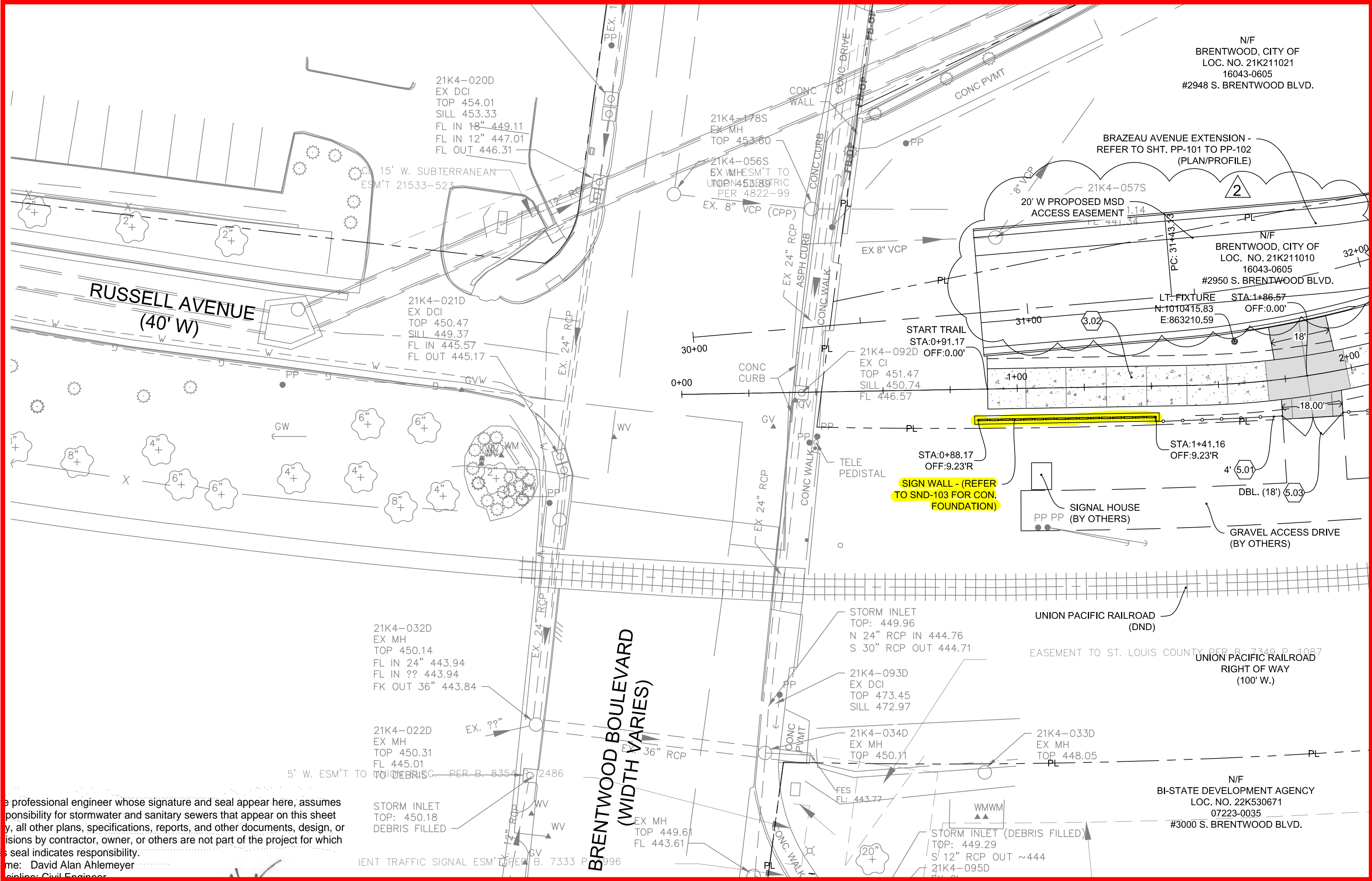
Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

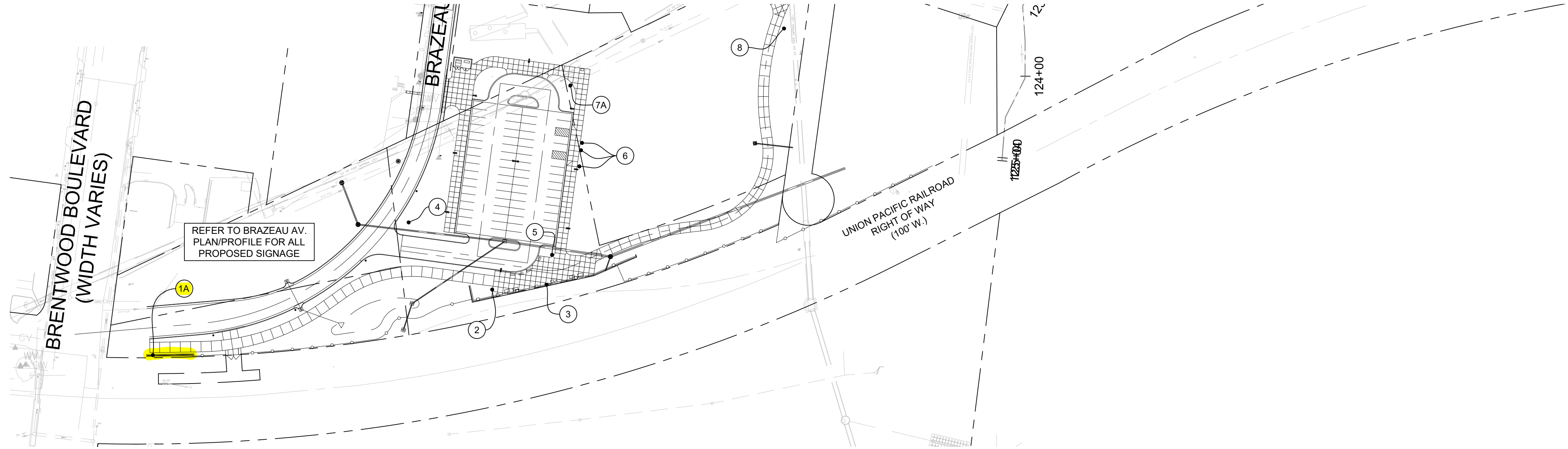
Inspector Name: _____	
Inspector Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature: _____	Date:
Distribution: <input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

# **Exhibit C**

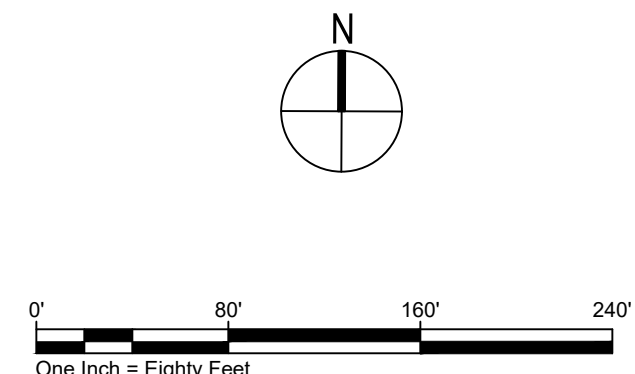
△ Addendum #1 “Added”



# Exhibit C



## SCALES



Project #: 20MSD-00444 Basemap #:21K



## Jacobs

JACOBS ENGINEERING GROUP INC.  
501 NORTH BROADWAY  
ST. LOUIS, MISSOURI 63102-2131  
PHONE: 314-335-4000  
CERTIFICATE OF AUTHORITY: 000704  
EXPIRATION DATE: DECEMBER 31, 2022

## HORNER SHIFRIN

401 S. 18TH ST., STE. 400 SAINT LOUIS, MO 63117  
314-241-4321 • FAX 314-531-6966 • WWW.HORNERSHIFRIN.COM  
DISCIPLINE: PROFESSIONAL ENGINEERING  
CERTIFICATE OF AUTHORITY: 000159  
EXPIRATION DATE: DECEMBER 31, 2022



P.O. BOX 179279 SAINT LOUIS, MO 63117  
314-241-3600 • WWW.PANNINGDESIGNSTUDIO.COM  
DISCIPLINE: LANDSCAPE ARCHITECT  
CERTIFICATE OF AUTHORITY: LAC-2006001845  
EXPIRATION DATE: DECEMBER 31, 2022

NO.	DATE	REVISION
-----	------	----------

THE PROFESSIONALS WHOSE SIGNATURES AND SEALS APPEAR HERE, ASSUME RESPONSIBILITY FOR WHAT APPEARS ON THIS SHEET ONLY. ALL OTHER PLANS, SPECIFICATIONS, REPORTS, AND OTHER DOCUMENTS, DESIGN OR REVISIONS BY CONTRACTORS, OWNER OR OTHERS ARE NOT PART OF THE PROJECT FOR WHICH THIS SEAL INDICATES RESPONSIBILITY.



NAME: L. ANDREW FRANK  
DISCIPLINE: LANDSCAPE ARCHITECT  
LICENSE NO. LA - 2007017338  
EXPIRATION DATE: 12-31-2021

DATE: 19 JULY 2021

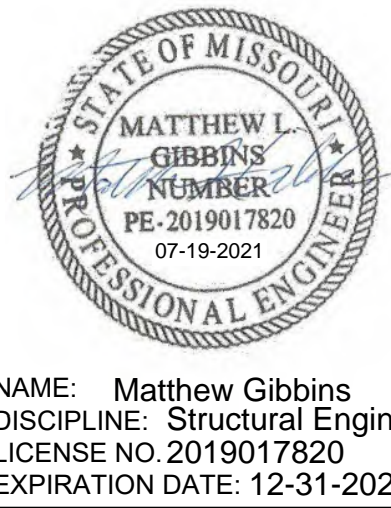
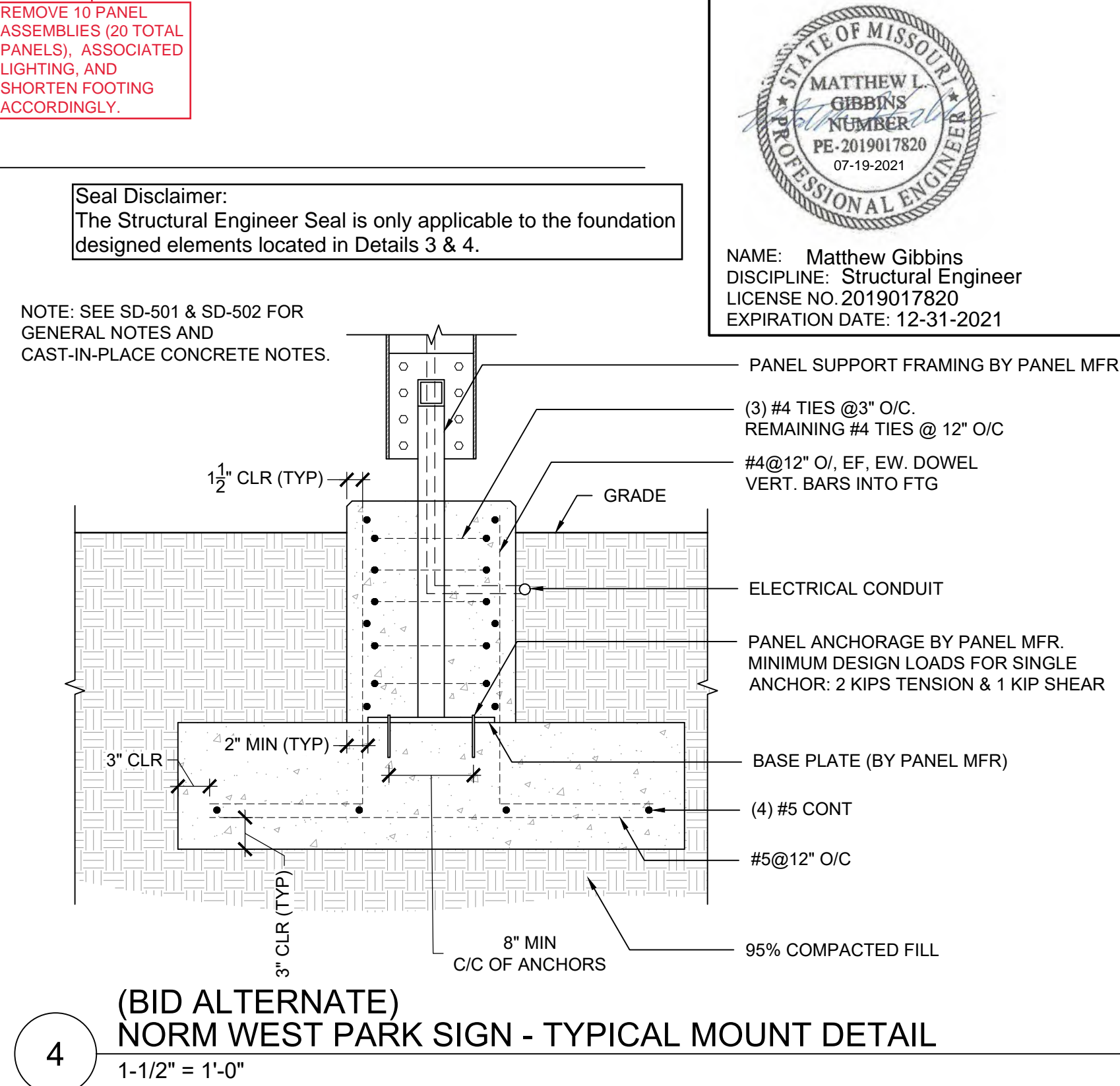
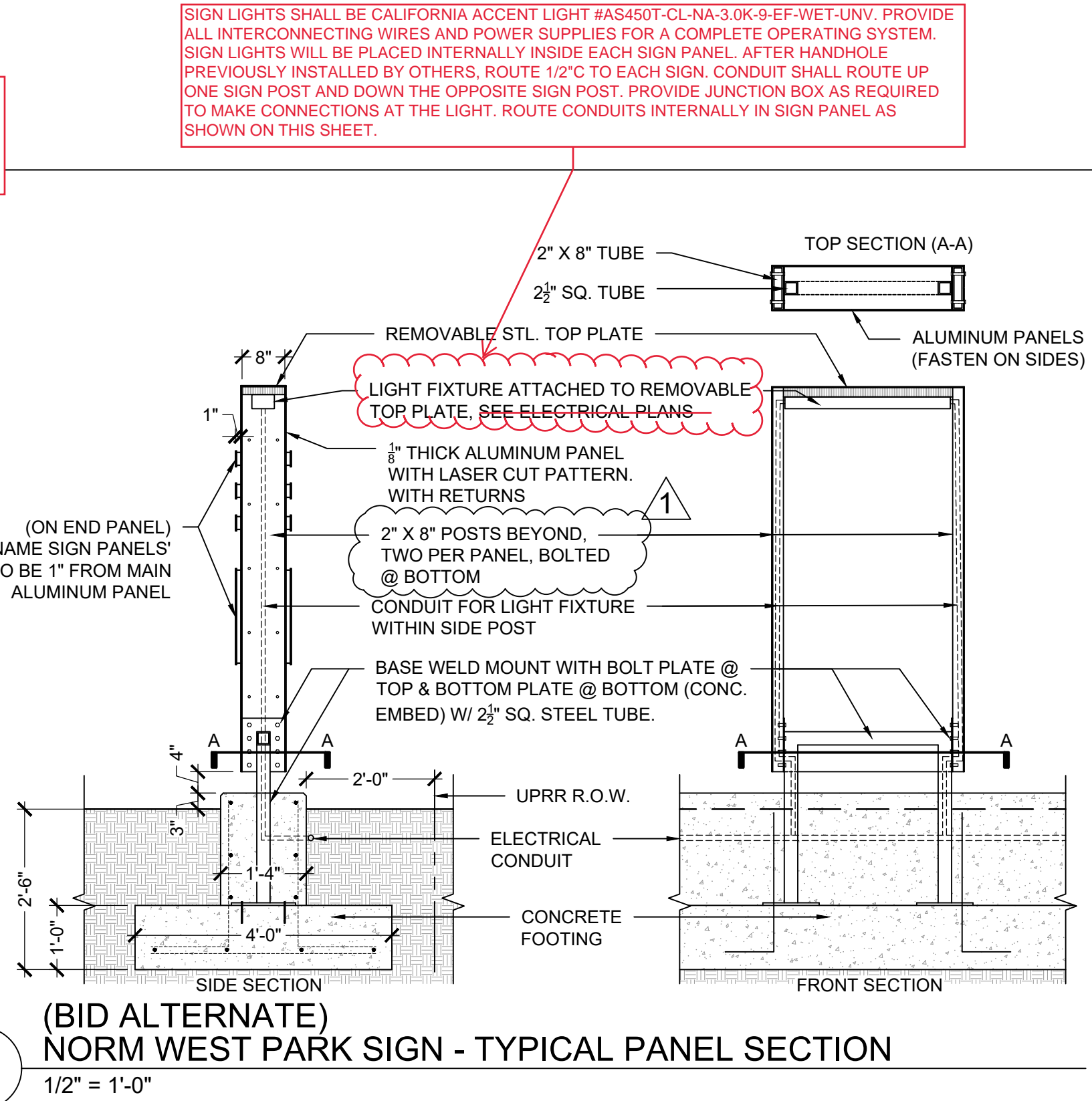
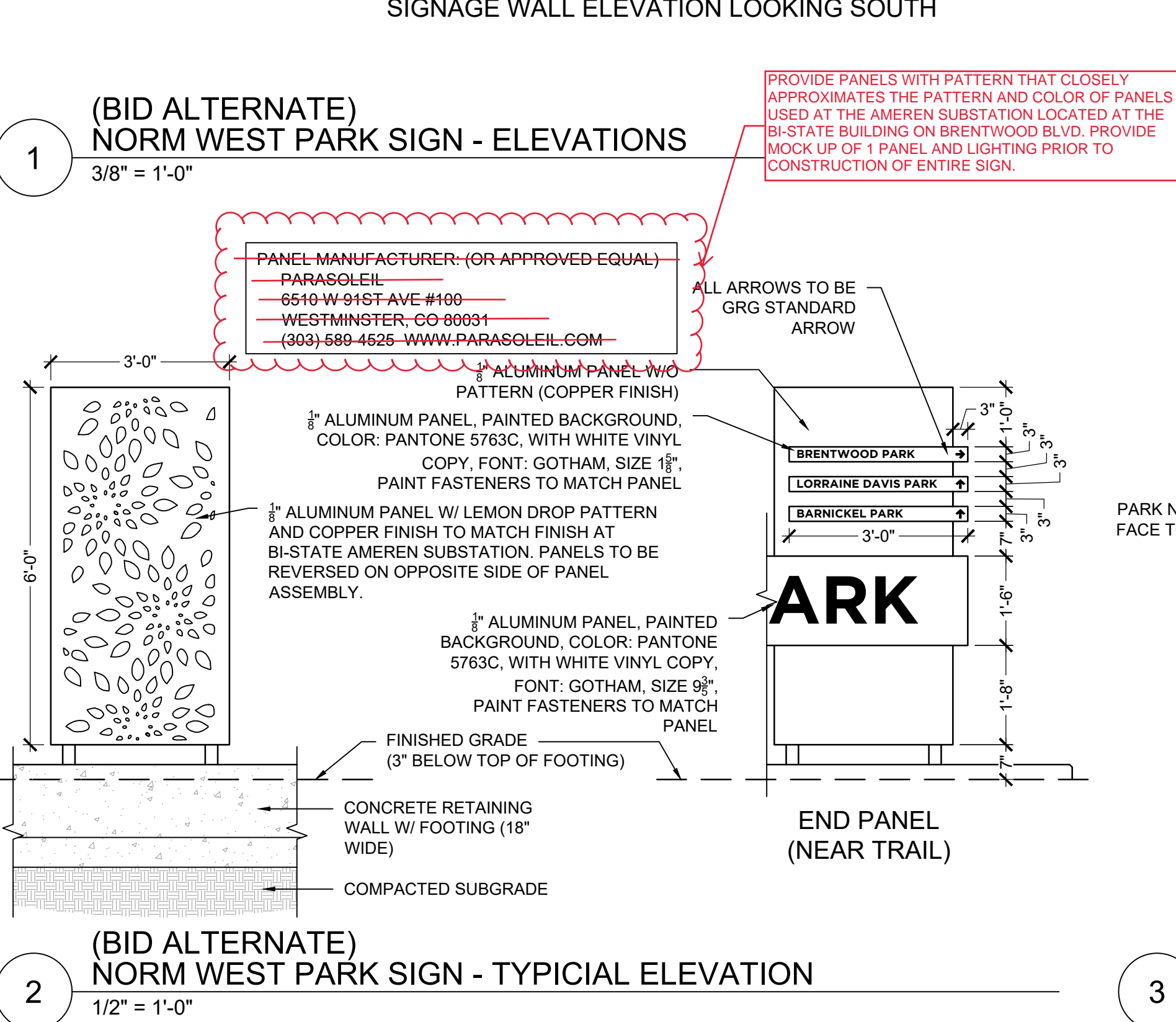
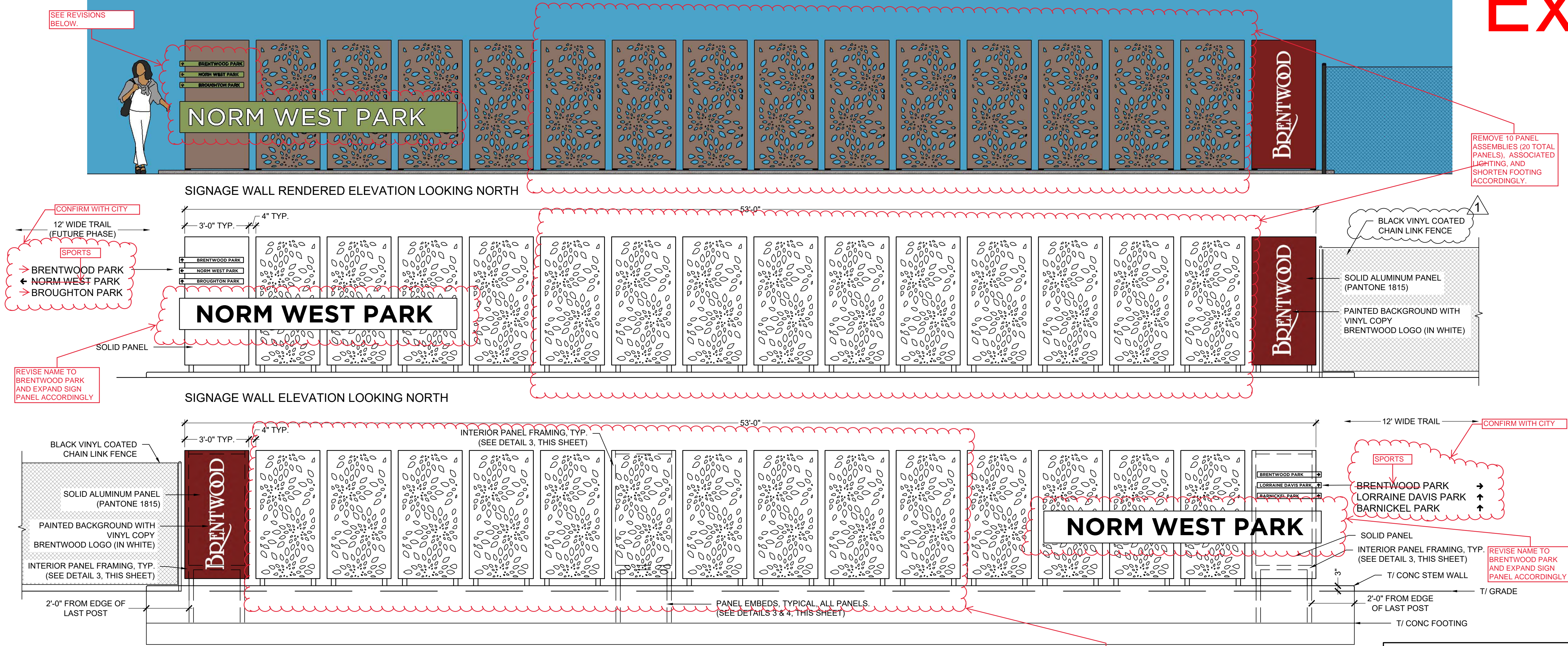
DESIGNED: J. NILGES  
DRAWN: H. BROWN  
CHECKED: A. FRANK

PDS JOB NO. 1924  
JACOBS JOB NO. 707841CH

SHEET 108 OF 148

## SN-101

### CONFORMED SET



**Jacobs**  
JACOBS ENGINEERING GROUP INC.  
501 NORTH BROADWAY  
ST. LOUIS, MISSOURI 63102-2131  
PHONE: 314-335-4000  
CERTIFICATE OF AUTHORITY: 000704  
EXPIRATION DATE: 2022

**HORNER SHIFRIN**  
401 S. 18TH ST., STE. 400 SAINT LOUIS, MO 63103-2296  
314-531-4321 • FAX 314-531-6966 • WWW.HORNERSHIFRIN.COM  
DISCIPLINE: LANDSCAPE ARCHITECT  
CERTIFICATE OF AUTHORITY: 000159  
EXPIRATION DATE: DECEMBER 31, 2022

**PDS**  
Planning Design Studio  
P.O. BOX 179279 SAINT LOUIS, MO 63117  
314-241-3600 • WWW.PANNINGDESIGNSTUDIO.COM  
DISCIPLINE: LANDSCAPE ARCHITECT  
CERTIFICATE OF AUTHORITY: LAC-2006001845  
EXPIRATION DATE: DECEMBER 31, 2022

NO.	DATE	REVISION
1	4 Aug 2021	Addendum 2
2	12 Mar 2022	Revised Sign

THE PROFESSIONALS WHOSE SIGNATURES AND SEALS APPEAR HERE, ASSUME RESPONSIBILITY FOR WHAT APPEARS ON THIS SHEET ONLY. ALL OTHER PLANS, SPECIFICATIONS, REPORTS, AND OTHER DOCUMENTS, DESIGN OR REVISIONS BY CONTRACTORS, OWNER OR OTHERS ARE NOT PART OF THE PROJECT FOR WHICH THIS SEAL INDICATES RESPONSIBILITY.

STATE OF MISSOURI  
L. ANDREW FRANK  
LANDSCAPE ARCHITECT  
NUMBER  
LA-2007017338  
EXPIRATION DATE: 12-31-2021

NAME: L. ANDREW FRANK  
DISCIPLINE: LANDSCAPE ARCHITECT  
LICENSE NO. LA - 2007017338  
EXPIRATION DATE: 12-31-2021

DATE: 19 JULY 2021

DESIGNED: J. NILGES  
DRAWN: H. BROWN  
CHECKED: A. FRANK

PDS JOB NO. 1924  
JACOBS JOB NO. 707841CH

SHEET 114 OF 148

Project #: 20MSD-00444 Basemap #21K



P:\2020\200705A\4 DOD - DWG\4.7 Tran Sheets\200705A-Sheet-Summary of Quantities.dwg Plotted By: rcemiglia

REMOVAL OF IMPROVEMENTS - BRENTWOOD BLVD.						
ALIGNMENT	FROM		TO		LOCATION (LT/RT)	REMARKS
	STATION	OFFSET	STATION	OFFSET		
BRENTWOOD BLVD.	10+90.37	38.52	11+68.16	37.45	LT	SIDEWALK & CURB (TBR)
BRENTWOOD BLVD.	10+95.74	31.53	13+37.41	31.80	LT	ASPHALT PAVEMENT AT CURB (TBR)
BRENTWOOD BLVD.	11+22.91	81.39	11+98.56	40.81	LT	ASPHALT PAVEMENT (TBR)
BRENTWOOD BLVD.	11+34.95	89.60	11+68.05	41.04	LT	CURB (TBR)
BRENTWOOD BLVD.	11+58.14	98.61	11+98.56	40.81	LT	CURB (TBR)
BRENTWOOD BLVD.	11+64.48	31.48	12+08.66	31.68	LT	ENTRANCE (TBR&R)
BRENTWOOD BLVD.	11+98.49	44.85			LT	BUSH (TBR)
BRENTWOOD BLVD.	11+99.93	38.91	13+36.85	42.00	LT	SIDEWALK & CURB (TBR)
BRENTWOOD BLVD.	12+00.36	40.05	12+35.09	40.05	LT	STONE COLUMNS & FENCE (TBR)
BRENTWOOD BLVD.	12+10.62	38.97			LT	BUSH (TBR)
BRENTWOOD BLVD.	12+29.16	29.55			LT	SAN. MH (ATG)
BRENTWOOD BLVD.	12+33.71	36.67			LT	PP (TBR&RELBO)
BRENTWOOD BLVD.	12+35.96	39.58			LT	BOLLARD (TBR)
BRENTWOOD BLVD.	12+36.12	29.42	12+70.34	67.38	RT	ASPHALT PAVEMENT (TBR)
BRENTWOOD BLVD.	12+37.58	38.50	12+64.31	41.29	LT	ENTRANCE (TBR&R)
BRENTWOOD BLVD.	12+64.94	40.23			LT	BOLLARD (TBR)
BRENTWOOD BLVD.	12+70.92	41.58			LT	SIGN BASE (TBR)
BRENTWOOD BLVD.	12+84.62	33.98			LT	CURB INLET CONVERT TO MH (ATG)
BRENTWOOD BLVD.	12+90.77	82.73	13+08.39	32.40	RT	ASPHALT PAVEMENT (TBR)
BRENTWOOD BLVD.	12+95.07	82.71	13+09.07	34.33	RT	CURB & GUTTER (TBR)
BRENTWOOD BLVD.	12+97.05	40.02			LT	PP (TBR&RELBO)
BRENTWOOD BLVD.	12+98.84	39.58			LT	TELEPHONE BOX (TBR&RBO)
BRENTWOOD BLVD.	12+98.56	44.19	13+38.83	38.56	RT	SIDEWALK (TBR)
BRENTWOOD BLVD.	13+00.00	39.83			LT	BOLLARD (TBR)
BRENTWOOD BLVD.	13+02.24	41.78	13+23.57	41.66	LT	ENTRANCE (TBR&R)
BRENTWOOD BLVD.	13+25.71	37.11			LT	PP & CURB WIRE (TBR&R)
BRENTWOOD BLVD.	13+27.23	40.40			LT	BOLLARD (TBR)
BRENTWOOD BLVD.	13+36.85		13+49.75		LT/RT	CONCRETE CROSSINGS (TBR&RBO)
BRENTWOOD BLVD.	13+47.51	30.00	17+07.89	30.00	LT	ASPHALT PAVEMENT (TBR)
BRENTWOOD BLVD.	13+49.75	21.93	14+43.10	66.00	LT	SIDEWALK & CURB (TBR)
BRENTWOOD BLVD.	13+74.76	37.46			LT	PP (TBR&RELBO)
BRENTWOOD BLVD.	13+79.23	34.73			LT	CURB INLET CONVERT TO MH (ATG)
BRENTWOOD BLVD.	13+92.53	35.05			LT	MH (ATG)
BRENTWOOD BLVD.	14+02.92	32.98	14+87.48	33.12	LT	CONCRETE PAVEMENT (TBR&R)
BRENTWOOD BLVD.	14+11.87	46.04			LT	SIGN (TBR&REL)
BRENTWOOD BLVD.	14+29.29	35.76			LT	MH (ATG)
BRENTWOOD BLVD.	14+42.29	68.58			LT	CURB INLET (TBR)
BRENTWOOD BLVD.	14+47.97	35.36	14+67.37	55.81	LT	ISLAND (TBR)
BRENTWOOD BLVD.	14+49.97	81.95			LT	SIGN (TBR&REL)
BRENTWOOD BLVD.	14+55.52	36.25			LT	SIGNAL (TBR)
BRENTWOOD BLVD.	14+63.71	45.44			LT	SIGNAL POST & PED PUSH BUTTON (TBR)
BRENTWOOD BLVD.	14+64.07	34.49			RT	SIGNAL (TBR)
BRENTWOOD BLVD.	14+64.44	48.02			LT	PULL BOX (TBR)
BRENTWOOD BLVD.	14+84.47	35.93	18+74.39	44.42	LT	SIDEWALK (TBR)
BRENTWOOD BLVD.	14+85.45	44.39			LT	SIGN (TBR&REL)
BRENTWOOD BLVD.	14+86.99	58.53			LT	CURB INLET (TBR)
BRENTWOOD BLVD.	14+87.05	43.68			LT	SIGNAL (TBR)
BRENTWOOD BLVD.	14+88.33	71.56			LT	SIGNAL BOX (TBRBO)
BRENTWOOD BLVD.	14+89.87	86.32	16+15.17	34.06	LT	12" RCP (TBR)
BRENTWOOD BLVD.	14+91.39	31.69	17+07.89	31.69	LT	CURB (TBR)
BRENTWOOD BLVD.	14+91.91	88.45	16+09.19	1609.19	LT	CONCRETE PAVEMENT (TBR)
BRENTWOOD BLVD.	14+91.91	88.45	16+09.19	1609.19	LT	CONCRETE CURB (TBR)
BRENTWOOD BLVD.	15+03.09	35.11			RT	TRAFFIC SIGNAL (TBR)
BRENTWOOD BLVD.	15+03.13	36.01			LT	SIGN (TBR&REL)
BRENTWOOD BLVD.	15+46.81	38.61			LT	LIGHT (TBR&RELBO)
BRENTWOOD BLVD.	15+71.46	53.72			LT	CURB INLET (TBR)
BRENTWOOD BLVD.	16+15.17	34.06			LT	CURB INLET (TBR)
BRENTWOOD BLVD.	15+16.23	104.17	15+61.36	113.28	LT	CONCRETE PAVEMENT (TBR)
BRENTWOOD BLVD.	15+16.23	104.17	15+61.36	113.28	LT	CONCRETE MEDIAN (TBR)
BRENTWOOD BLVD.	15+16.23	104.17	15+61.36	113.28	LT	CONCRETE CURB (TBR)
BRENTWOOD BLVD.	16+67.26	90.51	16+83.97	103.01	LT	BOLLARDS (TBR) X 6
BRENTWOOD BLVD.	16+82.94	38.59			LT	UTILITY PULL BOX (ATG)
BRENTWOOD BLVD.	17+00.12	91.03	17+55.43	59.46	LT	CONCRETE CURB (TBR)
BRENTWOOD BLVD.	17+00.12	91.03	17+55.43	59.46	LT	CONCRETE PAVEMENT (TBR)
BRENTWOOD BLVD.	17+00.58	77.19			LT	SIGN (TBR&REL)
BRENTWOOD BLVD.	17+18.20	113.31	17+45.44	78.32	LT	CONCRETE PAVEMENT (TBR)
BRENTWOOD BLVD.	17+21.98	108.94	17+36.59	83.57	LT	CONCRETE MEDIAN & CURB (TBR)
BRENTWOOD BLVD.	17+59.81	55.84			LT	LIGHT (TBR&R)
BRENTWOOD BLVD.	17+85.89	43.98			LT	GUIDE WIRE (TBR&RBO)
BRENTWOOD BLVD.	18+01.44	53.66			LT	CURB INLET (TBR)
BRENTWOOD BLVD.	18+01.44	53.66	18+28.21	65.10	LT	12" RCP (TBR)
BRENTWOOD BLVD.	18+01.44	53.66	18+28.21	65.10	LT	CONCRETE PAVEMENT (TBR)
BRENTWOOD BLVD.	18+01.44	53.66	18+28.21	65.10	LT	CONCRETE CURB (TBR)
BRENTWOOD BLVD.	18+57.16	30.87	19+53.99	30.17	LT	ASPHALT PAVEMENT (TBR)
BRENTWOOD BLVD.	18+60.39	113.48	18+81.97	158.74	LT	CONCRETE PAVEMENT (TBR)
BRENTWOOD BLVD.	18+63.33	133.33	18+77.76	150.87	LT	CONCRETE MEDIAN & CURB (TBR)
BRENTWOOD BLVD.	18+67.64	45.33			LT	SIGNAL (TBR)
BRENTWOOD BLVD.	18+69.44	38.25	19+33.98	37.60	LT	CONCRETE PAVEMENT (TBR)
BRENTWOOD BLVD.	18+62.52	174.43	18+74.06	216.57	LT	CONCRETE PAVEMENT (TBR)
BRENTWOOD BLVD.	18+71.69	181.66	18+75.17	200.78	LT	CONCRETE MEDIAN & CURB (TBR)
BRENTWOOD BLVD.	19+09.26	68.34	19+22.03	108.55	LT	CONCRETE CURB (TBR)
BRENTWOOD BLVD.	19+10.95	85.82			LT	SIGN (TBR&REL)
BRENTWOOD BLVD.	19+10.17	99.55			LT	CURB INLET CONVERT TO GRATE INLET (ATG)
BRENTWOOD BLVD.	19+12.54	85.76			LT	SIGN (TBR&REL)
BRENTWOOD BLVD.	19+20.71	54.88			LT	CURB INLET CONVERT TO GRATE INLET (ATG)
BRENTWOOD BLVD.	19+27.10	43.02	24+08.73	71.00	LT	SIDEWALK (TBR)
BRENTWOOD BLVD.	19+28.37	51.03			LT	SIGNAL PULL BOX (TBR)
BRENTWOOD BLVD.	19+34.29	45.01			LT	SIGNAL (TBR)
BRENTWOOD BLVD.	19+54.17	32.09	20+25.00	31.81	LT	CURB (TBR)
BRENTWOOD BLVD.	19+58.10	36.83			LT	MH (ATG)
BRENTWOOD BLVD.	19+72.83	54.24			LT	PP (TBR&RELBO)
BRENTWOOD BLVD.	19+81.04	69.94			LT	BROKEN CONDUIT (TBR)
BRENTWOOD BLVD.	22+89.00	45.00			LT	ARMORED SLOPE SURFACE 1,000sf (TBR)
BRENTWOOD BLVD.	23+87.44	65.11			LT	BUSHES (TBR)
BRENTWOOD BLVD.	23+98.98	81.41			LT	BUSHES (TBR)
BRENTWOOD BLVD.	24+03.26	89.79			LT	BUSHES (TBR)
1 LUMP SUM						

SAWCUT - BRENTWOOD BLVD.					
ROADWAY	STATION	STATION	LOCATION (LT/RT)	613-10.14 FULL DEPTH PAVEMENT REPAIR SAW CUT (FOR PERIMETER AND INTERNAL SAW CUTS)	REMARKS
				LF	
BRENTWOOD BLVD.	10+96.17	13+37.50	LT	240	
BRENTWOOD BLVD.	11+35.61	11+58.14	LT	24	
BRENTWOOD BLVD.	12+36.07	12+68.11	RT	66	
BRENTWOOD BLVD.	13+47.51	17+07.89	LT	360	
BRENTWOOD BLVD.	12+95.07	13+08.98	RT	64	
BRENTWOOD BLVD.	14+55.32	14+87.91	LT	36	
BRENTWOOD BLVD.	14+91.91	16+09.19	LT	135	
BRENTWOOD BLVD.	15+16.23	15+61.36	LT	79	
BRENTWOOD BLVD.	17+00.12	17+55.43	LT	73	
BRENTWOOD BLVD.	17+18.20	17+45.44	LT	120	
BRENTWOOD BLVD.	17+97.26	18+28.75	LT	55	
BRENTWOOD BLVD.	18+57.16	19+53.99	LT	104	
BRENTWOOD BLVD.	18+60.39	18+81.97	LT	159	
BRENTWOOD BLVD.	18+62.52	18+74.06	LT	115	
BRENTWOOD BLVD.	18+79.21	19+09.26	LT	30	
BRENTWOOD BLVD.	19+15.69	19+18.34	LT	19	
BRENTWOOD BLVD.	19+22.05	19+25.12	LT	84	
BRENTWOOD BLVD.	23+85.58	23+97.68	LT	12	
BRENTWOOD BLVD.				1,775	
PAY TOTAL				1,775	

TREE REMOVAL						
ROADWAY	STATION	OFFSET	LOCATION (LT/RT)	201-20.22 TREE REMOVAL 6"-15" (EA)	201-20.23 TREE REMOVAL OVER 15" (EA)	REMARKS
RUSSELL AVE.	4+62.35	25.30	LT		1	
RUSSELL AVE.	17+12.00	19.50	LT	1		
RUSSELL AVE.	17+41.60	19.80	LT	1		
RUSSELL AVE.	17+72.55	19.65	LT	1		
RUSSELL AVE.	18+05.00	20.90	LT	1		
RUSSELL AVE.	18+33.60	21.00	LT	1		
RUSSELL AVE.	18+64.00	21.90	LT	1		
BRENTWOOD BLVD.	14+20.42	70.49	LT		1	
BRENTWOOD BLVD.	19+26.77	133.67	LT	1		
BRENTWOOD BLVD.	20+71.72	74.51	LT		1	
BRENTWOOD BLVD.	20+97.25	65.54	LT	1		
BRENTWOOD BLVD.	21+12.22	58.66	LT	1		
RUSSELL AVE.				6	1	
BRENTWOOD BLVD.				3	2	
PAY TOTAL				9	3	

LUMP SUM QUANTITIES			
PAY ITEM	DESCRIPTION	UNIT	QUANTITY
202-20.10	REMOVAL OF IMPROVEMENTS - RUSSELL AVE.	LUMP SUM	1
202-20.10	REMOVAL OF IMPROVEMENTS - BRENTWOOD BLVD.	LUMP SUM	1
203-10.30	LAND DISTURBANCE PERMITS	LUMP SUM	1
612-30.10	STANDARD TRAFFIC CONTROL DEVICES	LUMP SUM	1
619-00.00	MOBILIZATION	LUMP SUM	1
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LUMP SUM	1
711-99.01	BRIDGE BARRIER PAINTING	LUMP SUM	1
803-99.01	LANDSCAPE PLANTINGS	LUMP SUM	1
806-99.01	EROSION AND SEDIMENT CONTROL	LUMP SUM	1

REMOVAL OF IMPROVEMENTS - RUSSELL AVE.						
ROADWAY	FROM		TO		LOCATION (LT/RT)	REMARKS
	STATION	OFFSET	STATION	OFFSET		
RUSSELL AVE.	0+85.00		1+06.00		LT	CURB (TBR&R)
RUSSELL AVE.	1+15.00	10.00			LT	SIGN (TBR&R)
RUSSELL AVE.	1+55.00		1+70.00		LT	CURB (TBR&R)
RUSSELL AVE.	1+96.78				LT	ASPHALT ENTRANCE (TBR&R)
RUSSELL AVE.	2+06.00		2+26.00		LT	CURB (TBR&R)
RUSSELL AVE.	2+25.00	8.00			LT	PP (TBR&RBO)
RUSSELL AVE.	2+35.00	18.00			LT	WATER VALVE (ATG)
RUSSELL AVE.	2+48.23				LT	CONCRETE ENTRANCE (TBR&R)
RUSSELL AVE.	2+53.00		2+59.00		LT	CURB (TBR&R)
RUSSELL AVE.	2+74.00	24.30			LT	LANDSCAPING REMOVAL
RUSSELL AVE.	2+76.00		2+91.00		LT	CURB (TBR&R)
RUSSELL AVE.	3+13.17				LT	CONCRETE ENTRANCE (TBR&R)
RUSSELL AVE.	3+20.00		3+26.00		LT	CURB (TBR&R)
RUSSELL AVE.	3+69.00	13.00			LT	SIGN (TBR&R)
RUSSELL AVE.	3+84.00		3+96.00		LT	CURB (TBR&R)
RUSSELL AVE.	3+93.00	15.50			LT	HYDRANT (TBR&R)
RUSSELL AVE.	3+98.00	14.50			LT	PP/LP (TBR&RBO)
RUSSELL AVE.	4+05.00	39.00			LT	STOP SIGN (TBR&R)
RUSSELL AVE.	4+33.00				LT	ASPHALT SIDEROAD (TBR&R)
RUSSELL AVE.	4+40.00	20.50			LT	STOP SIGN (TBR&R)
RUSSELL AVE.	4+52.00		4+58.00		LT	CURB (TBR&R)
RUSSELL AVE.	4+75.00		4+81.00		LT	CURB (TBR&R)
RUSSELL AVE.	5+05.71				LT	CONCRETE ENTRANCE (TBR&R)
RUSSELL AVE.	5+18.00		5+24.00		LT	CURB (TBR&R)
RUSSELL AVE.	5+74.00	16.00			LT	PP (TBR&RBO)
RUSSELL AVE.	6+00.00	22.00			LT	SHRUB REMOVAL
RUSSELL AVE.	6+12.00	15.50			LT	PP (TBR&RBO)
RUSSELL AVE.	7+56.00		7+62.00		LT	CURB (TBR&R)
RUSSELL AVE.	7+61.50	14.50			LT	PP/LP (TBR&RBO)
RUSSELL AVE.	7+67.00	15.75			LT	STOP SIGN (TBR)
RUSSELL AVE.	8+00.00				LT	ASPHALT SIDEROAD (TBR&R)
RUSSELL AVE.	8+22.75	14.75			LT	STOP SIGN (TBR)
RUSSELL AVE.	8+24.00		8+31.00		LT	CURB (TBR&R)
RUSSELL AVE.	8+43.50	19.25			LT	WATER VALVE (ATG)
RUSSELL AVE.	8+53.25	15.00			LT	PP (TBR&RBO)
RUSSELL AVE.	8+65.50	14.75			LT	SIGN (TBR&R)
RUSSELL AVE.	9+66.00		10+08.00		LT	CURB (TBR&R)
RUSSELL AVE.	9+70.00	16.00			LT	PP (TBR&RBO)
RUSSELL AVE.	9+70.00	16.00			LT	TELEPHONE BOX (TBR&RBO)
RUSSELL AVE.	10+25.60				LT	CONCRETE ENTRANCE (TBR&R)
RUSSELL AVE.	10+44.00		10+66.00		LT	CURB (TBR&R)
RUSSELL AVE.	10+91.00		10+97.00		LT	CURB (TBR&R)
RUSSELL AVE.	10+99.00	14.00			LT	PP/LP (TBR&RBO)
RUSSELL AVE.	10+99.00	14.00			LT	TELEPHONE BOX (TBR&RBO)
RUSSELL AVE.	11+16.00	30.00			LT	STOP SIGN (TBR)
RUSSELL AVE.	11+40.00				LT	ASPHALT SIDEROAD (TBR&R)
RUSSELL AVE.	11+58.00	16.75			LT	STOP SIGN (TBR)
RUSSELL AVE.	11+64.00		11+70.00		LT	CURB (TBR&R)
RUSSELL AVE.	11+99.00		12+05.00		LT	CURB (TBR&R)
RUSSELL AVE.	12+19.48				LT	CONCRETE ENTRANCE (TBR&R)
RUSSELL AVE.	12+34.00		12+48.00		LT	CURB (TBR&R)
RUSSELL AVE.	12+34.50	13.75			LT	SIGN (TBR&R)
RUSSELL AVE.	12+65.76				LT	CONCRETE ENTRANCE (TBR&R)
RUSSELL AVE.	12+82.00		13+00.00		LT	CURB (TBR&R)
RUSSELL AVE.	12+83.75	15.00			LT	STORM MH (ATG)
RUSSELL AVE.	12+99.25	19.00			LT	PP/LP (TBR&RBO)
RUSSELL AVE.	13+07.40				LT	CONCRETE ENTRANCE (TBR&R)
RUSSELL AVE.	13+26.00		13+31.00		LT	CURB (TBR&R)
RUSSELL AVE.	13+52.00	15.00			LT	STORM MH (ATG)
RUSSELL AVE.	13+60.75	14.75			LT	PP/LP (TBR&RBO)
RUSSELL AVE.	13+63.75	13.50			LT	SIGN (TBR&R)
RUSSELL AVE.	13+73.00		13+78.00		LT	CURB (TBR&R)
RUSSELL AVE.	13+91.86				LT	CONCRETE ENTRANCE (TBR&R)
RUSSELL AVE.	14+05.00		14+11.00		LT	CURB (TBR&R)
RUSSELL AVE.	14+20.00		14+25.00		LT	CURB (TBR&R)
RUSSELL AVE.	14+20.30				LT	CONCRETE ENTRANCE (TBR&R)
RUSSELL AVE.	14+53.00		14+58.00		LT	CURB (TBR&R)
RUSSELL AVE.	15+01.00	14.50			LT	SIGN (TBR&R)
RUSSELL AVE.	15+16.00		15+21.00		LT	CURB (TBR&R)
RUSSELL AVE.	15+24.00	35.75			LT	STOP SIGN (TBR)
RUSSELL AVE.	15+42.75	19.75			LT	SAN. MH (ATG)
RUSSELL AVE.	15+55.00				LT	CONCRETE SIDEROAD (TBR&R)
RUSSELL AVE.	15+65.75	19.75			LT	PP/LP (TBR&RBO)
RUSSELL AVE.	15+77.00		15+90.00		LT	CURB (TBR&R)
RUSSELL AVE.	16+35.00		16+41.00		LT	CURB (TBR&R)
RUSSELL AVE.	16+61.58				LT	CONCRETE ENTRANCE (TBR&R)
RUSSELL AVE.	16+75.00		16+82.00		LT	CURB (TBR&R)
RUSSELL AVE.	16+99.50	15.75			LT	SIGN (TBR&R)
RUSSELL AVE.	18+86.00		18+96.00		LT	CURB (TBR&R)
RUSSELL AVE.	19+16.00				LT	ASPHALT ENTRANCE (TBR&R)
						1 LUMP SUM



MISSOURI	ST. CHARLES
	ST. LOUIS
	COLUMBIA
TENNESSEE	NASHVILLE

ST. LOUIS OFFICE  
720 OLIVE STREET, SUITE 200A  
ST. LOUIS, MISSOURI  
63101  
(314) 241-6300  
[WWW.TWM-INC.COM](http://WWW.TWM-INC.COM)

PROF. LICENSE	NUMBER
IL. PROF. DESIGN FIRM	184-00122
IL. PROF. ENGR. CORP.	62-03537
IL. PROF. STR. ENGR. CORP.	81-0052C
IL. PROF. LAND SURV. CORP.	048-00002
KS. PROF. ENGR. FACILITY	E-325
MO. PROF. ENGR. CORP.	00152
MO. LAND SURVEYING CORP.	00034
TN. PROF. ENGR. FIRM	897

A circular professional engineer seal for the State of Missouri. The outer ring contains the text "STATE OF MISSOURI" at the top and "PROFESSIONAL ENGINEER" at the bottom, separated by two stars. The center of the seal contains the name "RYAN J. CERNIGLIA" and the license number "NUMBER PE-2015023705". A handwritten signature is written across the seal.

DATE SIGNED: \_\_\_\_\_  
 LICENSE EXPIRATION: 12/31/202

ISSUED FOR FINAL PLANS  
DATE OF ISSUANCE 11/23/2022

REV.	DATE	DESCRIPTION
1	9/15/2023	ADDENDUM #1

DRAWN BY: EJ  
DESIGNED BY: EJ  
CHECKED BY: RJ  
APPROVED BY: HM  
PROJECT NO: 200705

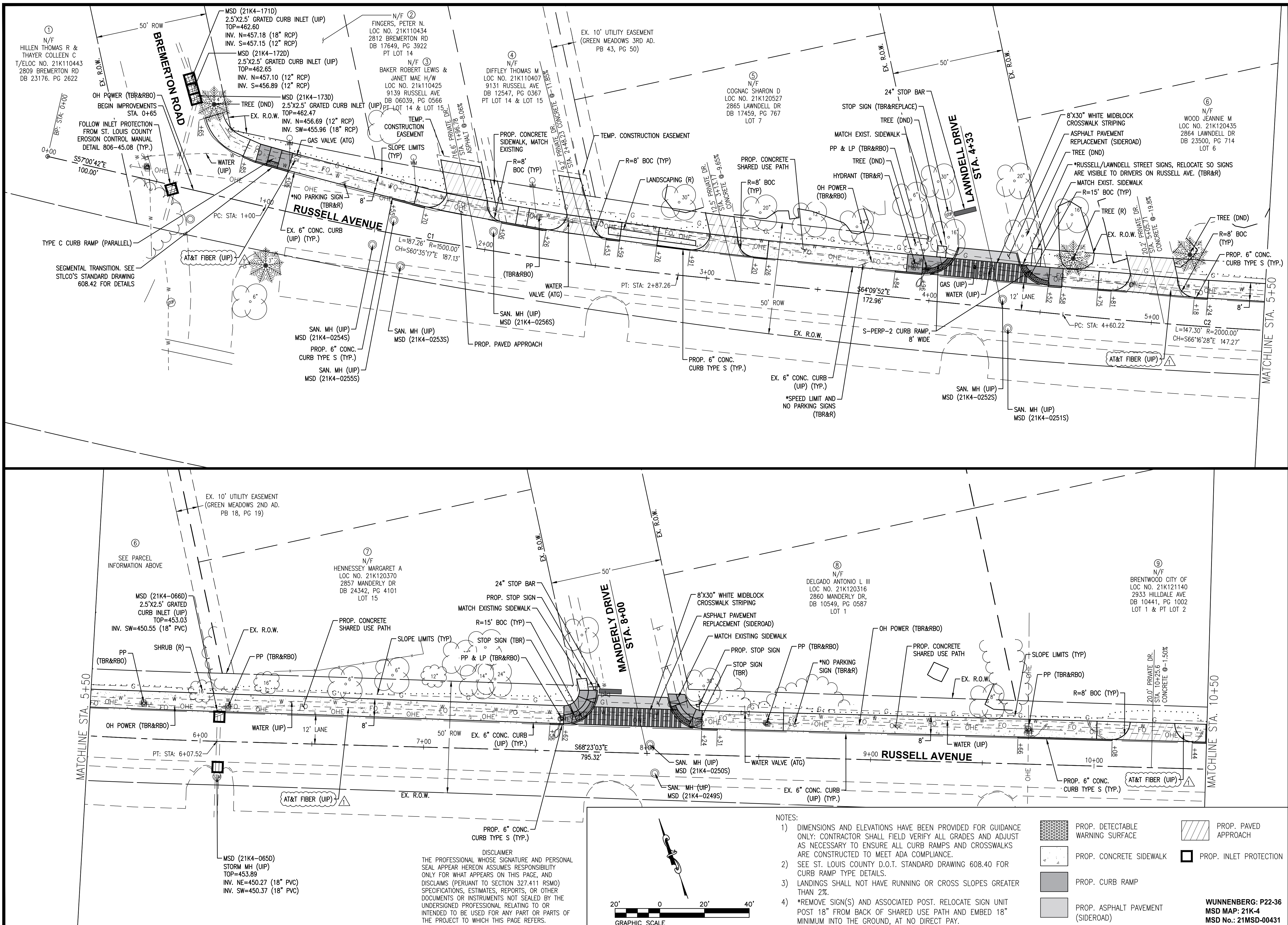
PROJECT:  
TAP-5577(638)  
RUSSELL AVENUE SHARED USE  
PATH / DEER CREEK GREENWAY  
CONNECTOR

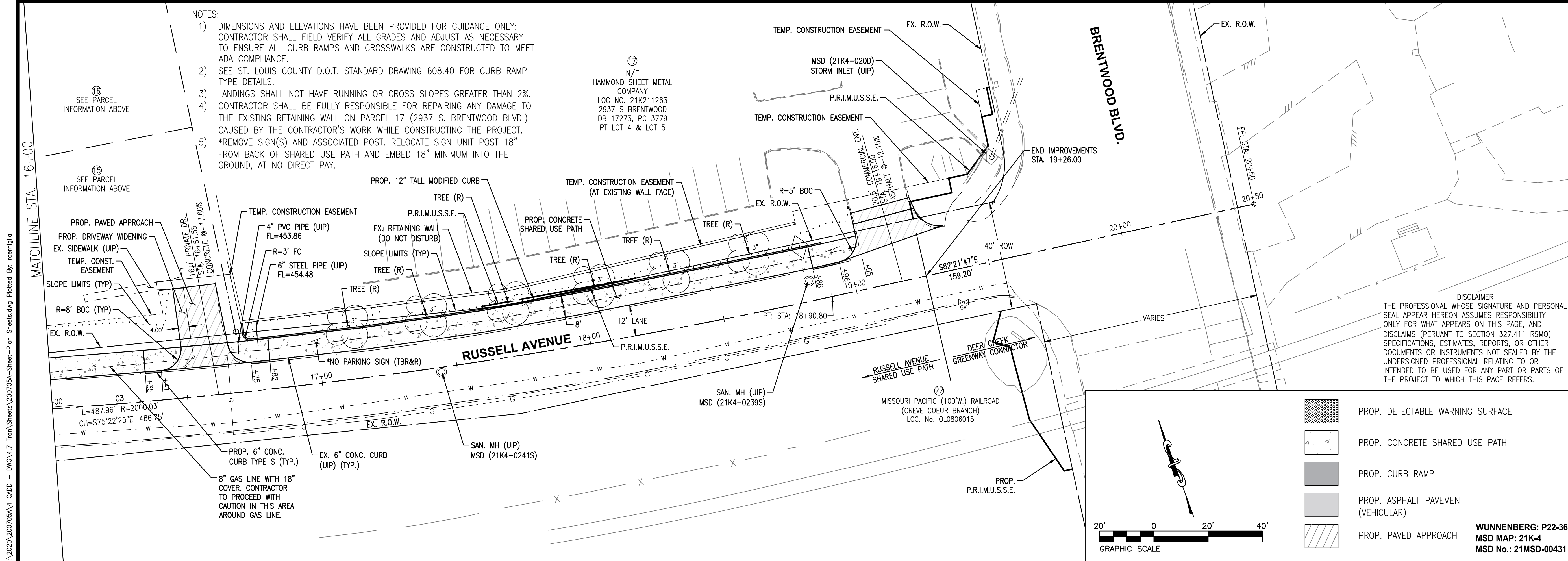
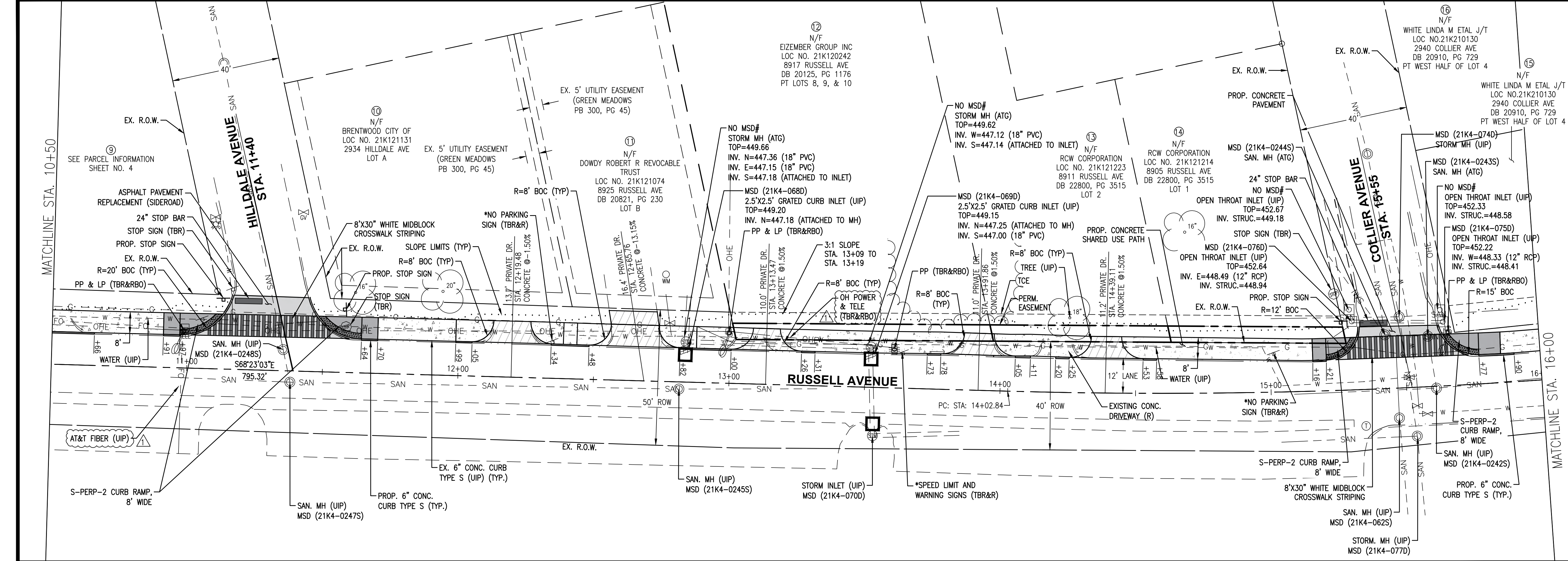
TITLE:

PLAN SHEET

SHEET NO. 4

1 of 2





- NOTES:
- 1) DIMENSIONS AND ELEVATIONS HAVE BEEN PROVIDED FOR GUIDANCE ONLY: CONTRACTOR SHALL FIELD VERIFY ALL GRADES AND ADJUST AS NECESSARY TO ENSURE ALL CURB RAMPS AND CROSSWALKS ARE CONSTRUCTED TO MEET ADA COMPLIANCE.
  - 2) SEE ST. LOUIS COUNTY D.O.T. STANDARD DRAWING 608.40 FOR CURB RAMP TYPE DETAILS.
  - 3) LANDINGS SHALL NOT HAVE RUNNING OR CROSS SLOPES GREATER THAN 2%.
  - 4) CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR REPAIRING ANY DAMAGE TO THE EXISTING RETAINING WALL ON PARCEL 17 (2937 S. BRENTWOOD BLVD.) CAUSED BY THE CONTRACTOR'S WORK WHILE CONSTRUCTING THE PROJECT.
  - 5) \*REMOVE SIGN(S) AND ASSOCIATED POST. RELOCATE SIGN UNIT POST 18" FROM BACK OF SHARED USE PATH AND EMBED 18" MINIMUM INTO THE GROUND, AT NO DIRECT PAY.

DISCLAIMER  
THE PROFESSIONAL WHOSE SIGNATURE AND PERSONAL SEAL APPEAR HEREON ASSUMES RESPONSIBILITY ONLY FOR WHAT APPEARS ON THIS PAGE, AND DISCLAIMS (PERUANT TO SECTION 327.411 RSMO) SPECIFICATIONS, ESTIMATES, REPORTS, OR OTHER DOCUMENTS OR INSTRUMENTS NOT SEALED BY THE UNDERSIGNED PROFESSIONAL RELATING TO OR INTENDED TO BE USED FOR ANY PART OR PARTS OF THE PROJECT TO WHICH THIS PAGE REFERS.

- PROP. DETECTABLE WARNING SURFACE
- PROP. CONCRETE SHARED USE PATH
- PROP. CURB RAMP
- PROP. ASPHALT PAVEMENT (VEHICULAR)
- PROP. PAVED APPROACH

**TWM**

CONSULTING ENGINEERING  
GEOSPATIAL SERVICES

ILLINOIS | SWANSEA  
WATERLOO  
EDWARDSVILLE  
PEORIA

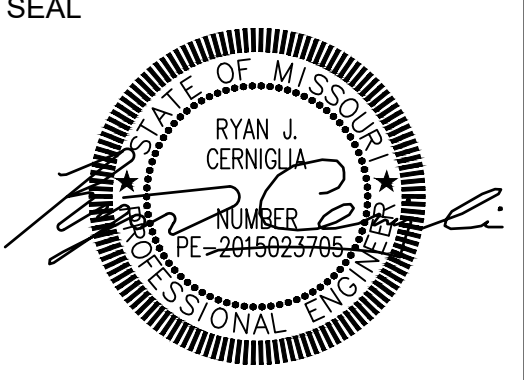
MISSOURI | ST. CHARLES  
ST. LOUIS  
COLUMBIA

TENNESSEE | NASHVILLE

**THOUVENOT, WADE  
& MOERCHEN, INC.**

ST. LOUIS OFFICE  
720 OLIVE STREET, SUITE 200A  
ST. LOUIS, MISSOURI  
63101  
(314) 241-6300  
WWW.TWM-INC.COM

PROF. LICENSE	NUMBER
IL. PROF. DESIGN FIRM	184-001220
IL. PROF. ENGR. CORP.	62-035370
IL. PROF. STR. ENGR. CORP.	81-005202
IL. PROF. LAND SURV. CORP.	048-000029
KS. PROF. ENGR. FACILITY	E-3256
MO. PROF. ENGR. CORP.	001528
MO. LAND SURVEYING CORP.	000346
TN. PROF. ENGR. FIRM	8974



DATE SIGNED:  
LICENSE EXPIRATION: 12/31/2023

ISSUED FOR FINAL PLANS  
DATE OF ISSUANCE 11/23/2022

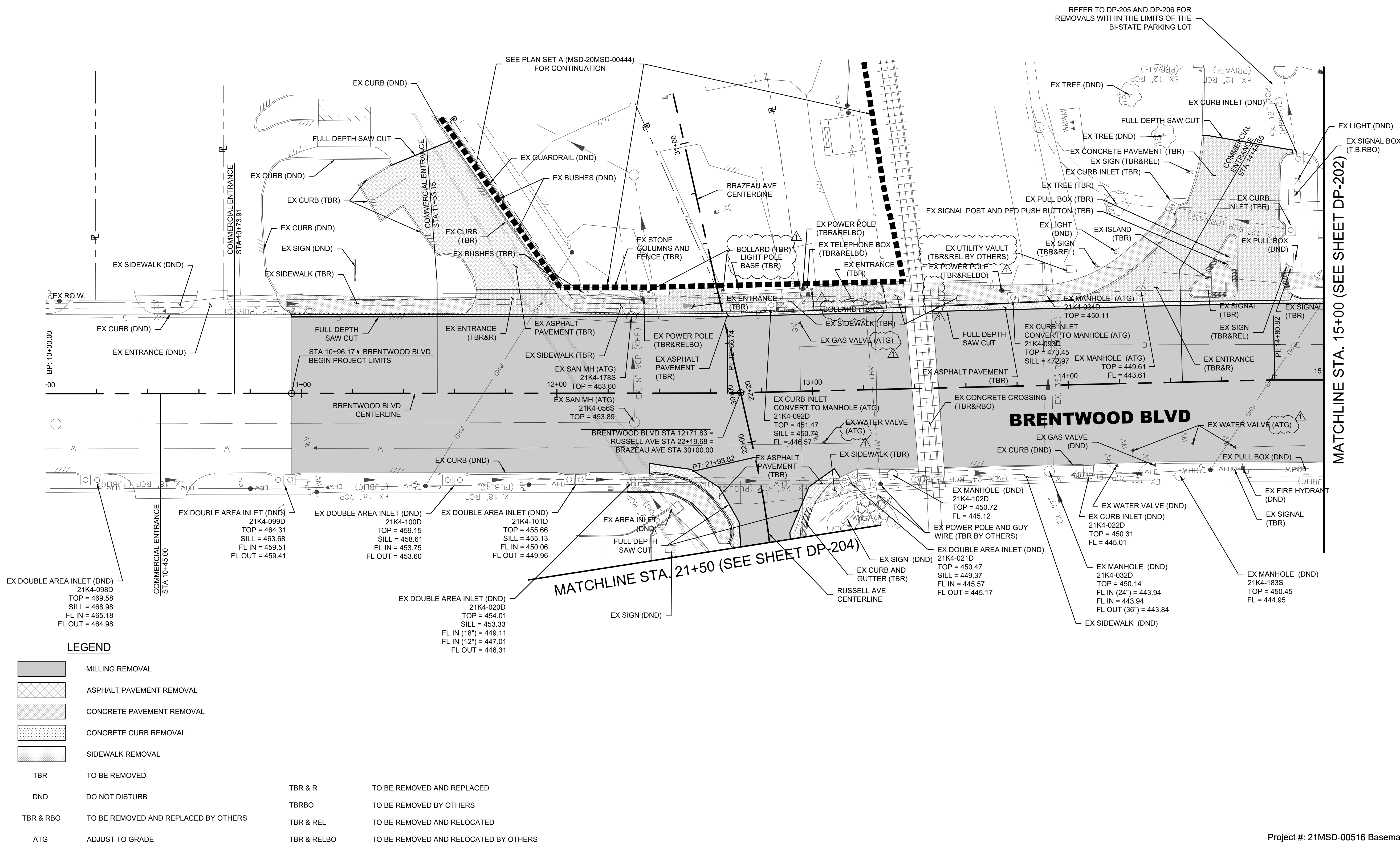
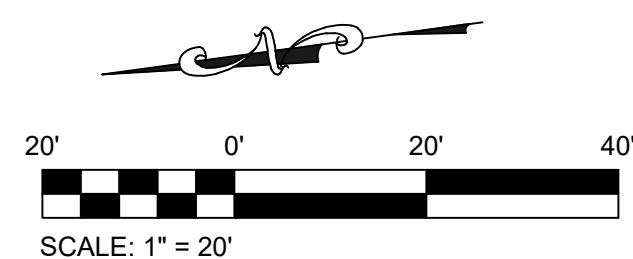
REV.	DATE	DESCRIPTION
1	9/15/2023	ADDENDUM #1
2		
3		
4		

DRAWN BY: EJS  
DESIGNED BY: EJS  
CHECKED BY: RJC  
APPROVED BY: HMC  
PROJECT NO: 200705A

PROJECT:  
TAP-5577(638)  
RUSSELL AVENUE SHARED USE  
PATH / DEER CREEK GREENWAY  
CONNECTOR

TITLE:  
PLAN SHEET

SHEET NO. 5  
2 of 2



GREAT RIVERS GREENWAY  
CONNECTOR PROJECT  
PART B  
TAP-5577 (638)  
EXISTING CONDITIONS AND DEMOLITION PLAN

# Jacobs


JACOBS ENGINEERING GROUP INC.  
501 NORTH BROADWAY  
ST. LOUIS, MISSOURI 63102-2131  
PHONE: 314-335-4000  
CERTIFICATE OF AUTHORITY: 000704  
EXPIRATION DATE: DECEMBER 31, 2022



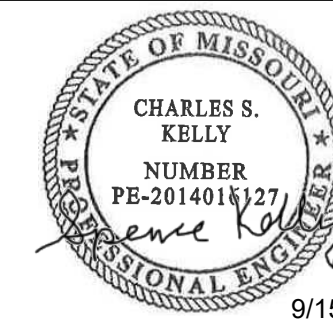
401 S. 18TH ST., STE. 400 SAINT LOUIS, MO 63103-2296  
314-531-4321 • FAX 314-531-6966 • WWW.HORNERSHIFRIN.COM  
DISCIPLINE: PROFESSIONAL ENGINEERING  
CERTIFICATE OF AUTHORITY: 000159  
EXPIRATION DATE: DECEMBER 31, 2022



P.O. BOX 179279 SAINT LOUIS, MO 63117  
314-241-3600 • WWW.PLANNINGDESIGNSTUDIO.COM  
DISCIPLINE: LANDSCAPE ARCHITECT  
CERTIFICATE OF AUTHORITY: LAC-2006001845  
EXPIRATION DATE: DECEMBER 31, 2022

	9-15-23	ADDENDUM #1
NO.	DATE	REVISION

THE PROFESSIONALS WHOSE SIGNATURES AND SEALS APPEAR HERE, ASSUME RESPONSIBILITY FOR WHAT APPEARS ON THIS SHEET ONLY. ALL OTHER PLANS, SPECIFICATIONS, REPORTS, AND OTHER DOCUMENTS, DESIGN OR REVISIONS BY ARCHITECTS, ENGINEERS, SURVEYORS, OR OTHERS ARE NOT PART OF THE PROJECT FOR WHICH THIS SEAL INDICATES RESPONSIBILITY.



NAME: SPENCER KELLY  
DISCIPLINE: CIVIL ENGINEER  
LICENSE NO. PE-2014016127  
EXPIRATION DATE: 12/31/2022

DATE: 11 MAY 2022

DESIGNED: MP  
DRAWN: MP  
CHECKED: DS

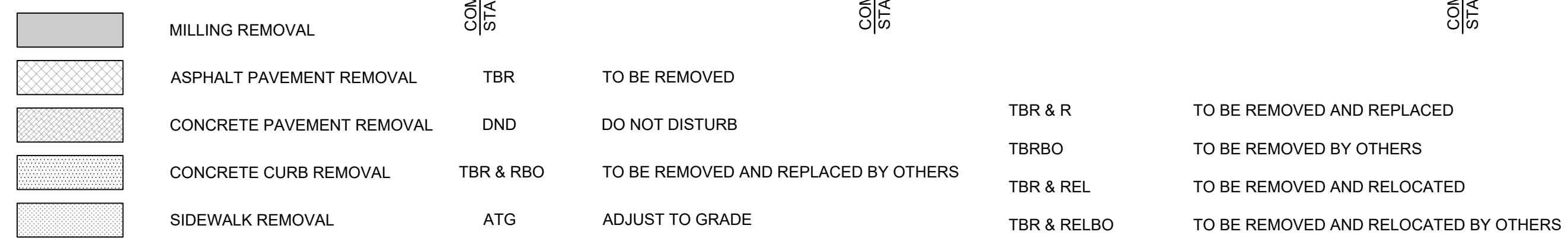
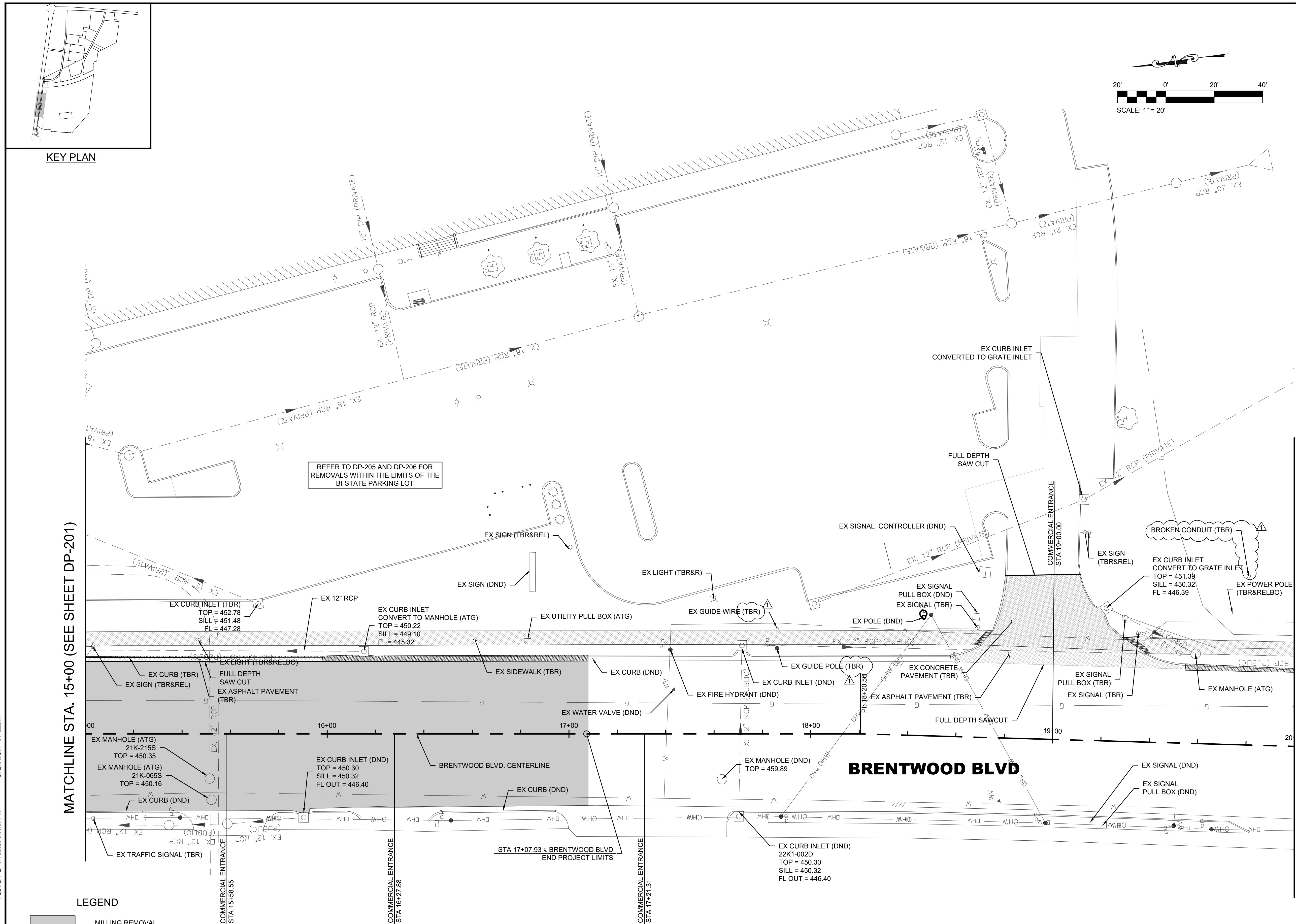
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JACOBS JOB NO.	707841CH

SHEET 7 OF 87

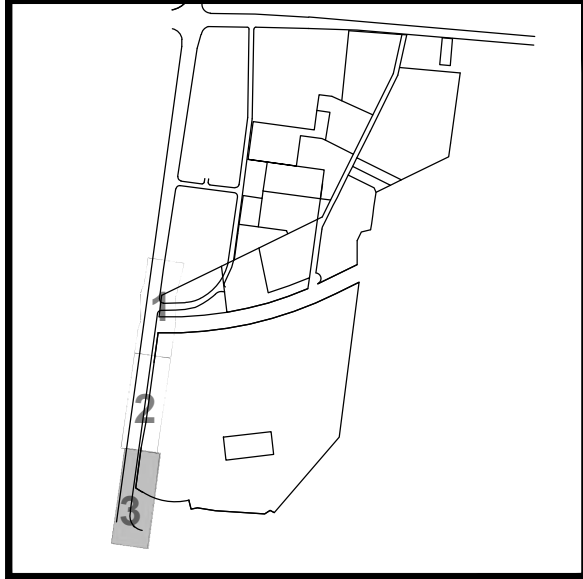
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Project #: 21MSD-00516 Basemap #:21K

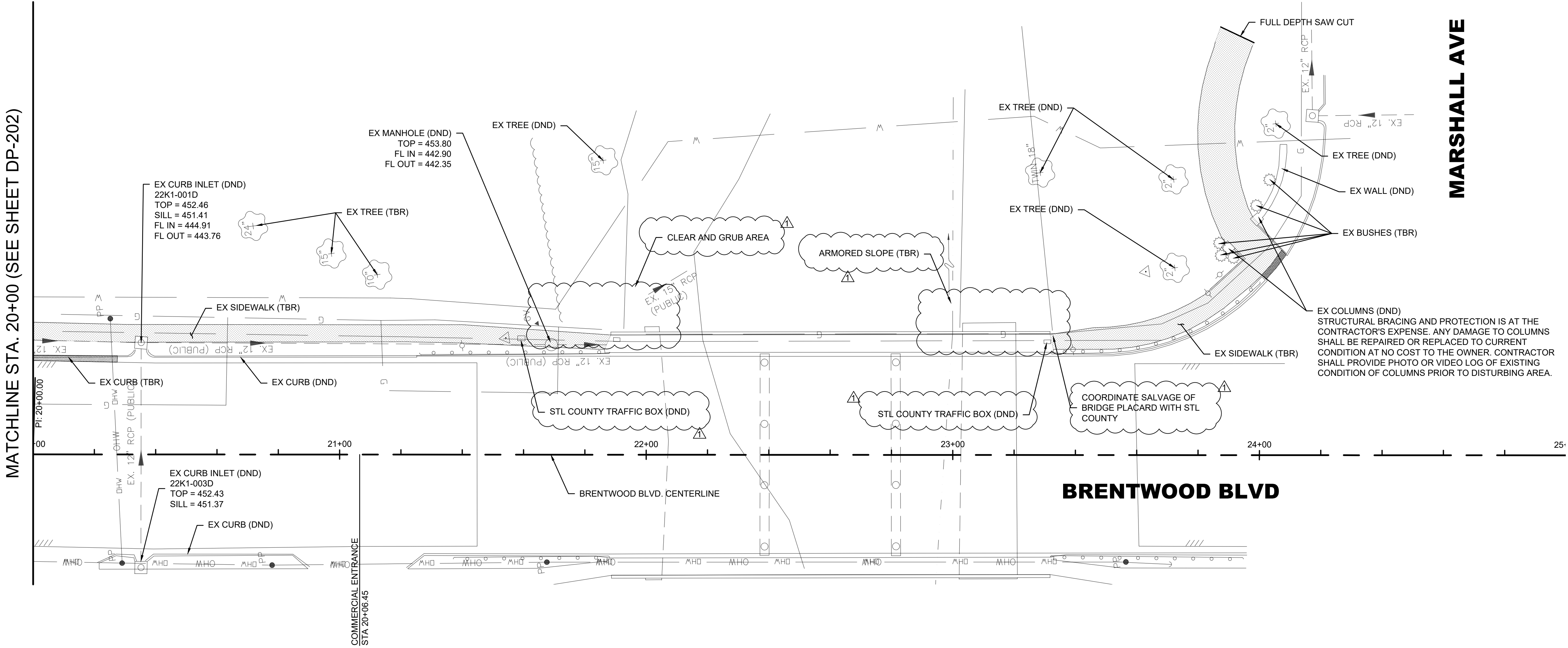
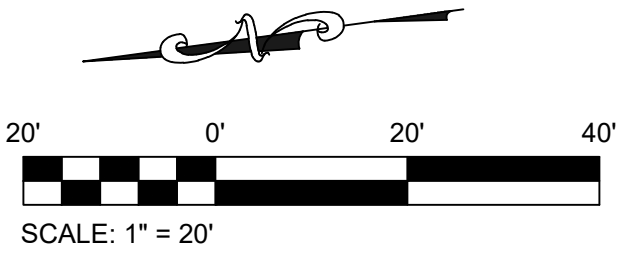
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KEY PLAN



LEGEND

	MILLING REMOVAL		
	ASPHALT PAVEMENT REMOVAL		
	CONCRETE PAVEMENT REMOVAL		
	CONCRETE CURB REMOVAL		
	SIDEWALK REMOVAL		
TBR	TO BE REMOVED	TBR & R	TO BE REMOVED AND REPLACED
DND	DO NOT DISTURB	TBRBO	TO BE REMOVED BY OTHERS
TBR & RBO	TO BE REMOVED AND REPLACED BY OTHERS	TBR & REL	TO BE REMOVED AND RELOCATED
ATG	ADJUST TO GRADE	TBR & RELBO	TO BE REMOVED AND RELOCATED BY OTHERS

Project #: 21MSD-00516 Basemap #:21K



GREAT RIVERS GREENWAY  
CONNECTOR PROJECT  
PART B  
TAP-5577 (638)  
EXISTING CONDITIONS AND DEMOLITION PLAN



JACOBS ENGINEERING GROUP INC.  
501 NORTH BROADWAY  
ST. LOUIS, MISSOURI 63102-2131  
PHONE: 314-335-4000  
CERTIFICATE OF AUTHORITY: 000704  
EXPIRATION DATE: DECEMBER 31, 2022



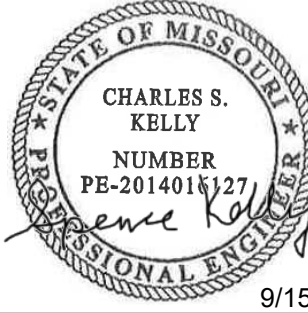
401 S. 18TH ST., STE. 400 SAINT LOUIS, MO 63103-2296  
314-531-4321 • FAX 314-531-6966 • WWW.HORNERSHIFFRIN.COM  
DISCIPLINE: PROFESSIONAL ENGINEERING  
CERTIFICATE OF AUTHORITY: 000159  
EXPIRATION DATE: DECEMBER 31, 2022



P.O. BOX 179279 SAINT LOUIS, MO 63117  
314-241-3600 • WWW.PLANNINGDESIGNSTUDIO.COM  
DISCIPLINE: LANDSCAPE ARCHITECT  
CERTIFICATE OF AUTHORITY: LAC-2006001845  
EXPIRATION DATE: DECEMBER 31, 2022

▲	9-15-23	ADDENDUM #1
NO.	DATE	REVISION

THE PROFESSIONALS WHOSE SIGNATURES AND SEALS APPEAR HERE, ASSUME RESPONSIBILITY FOR WHAT APPEARS ON THIS SHEET ONLY. ALL OTHER PLANS, SPECIFICATIONS, REPORTS, AND OTHER DOCUMENTS, DESIGN OR REVISIONS BY CONTRACTORS, OWNER OR OTHERS ARE NOT PART OF THE PROJECT FOR WHICH THIS SEAL INDICATES RESPONSIBILITY.



NAME: SPENCER KELLY  
DISCIPLINE: CIVIL ENGINEER  
LICENSE NO. PE-2014016127  
EXPIRATION DATE: 12/31/2022

DATE: 11 MAY 2022

DESIGNED: MP  
DRAWN: MP  
CHECKED: DS

HS JOB NO. 1815600  
JACOBS JOB NO. 707841CH

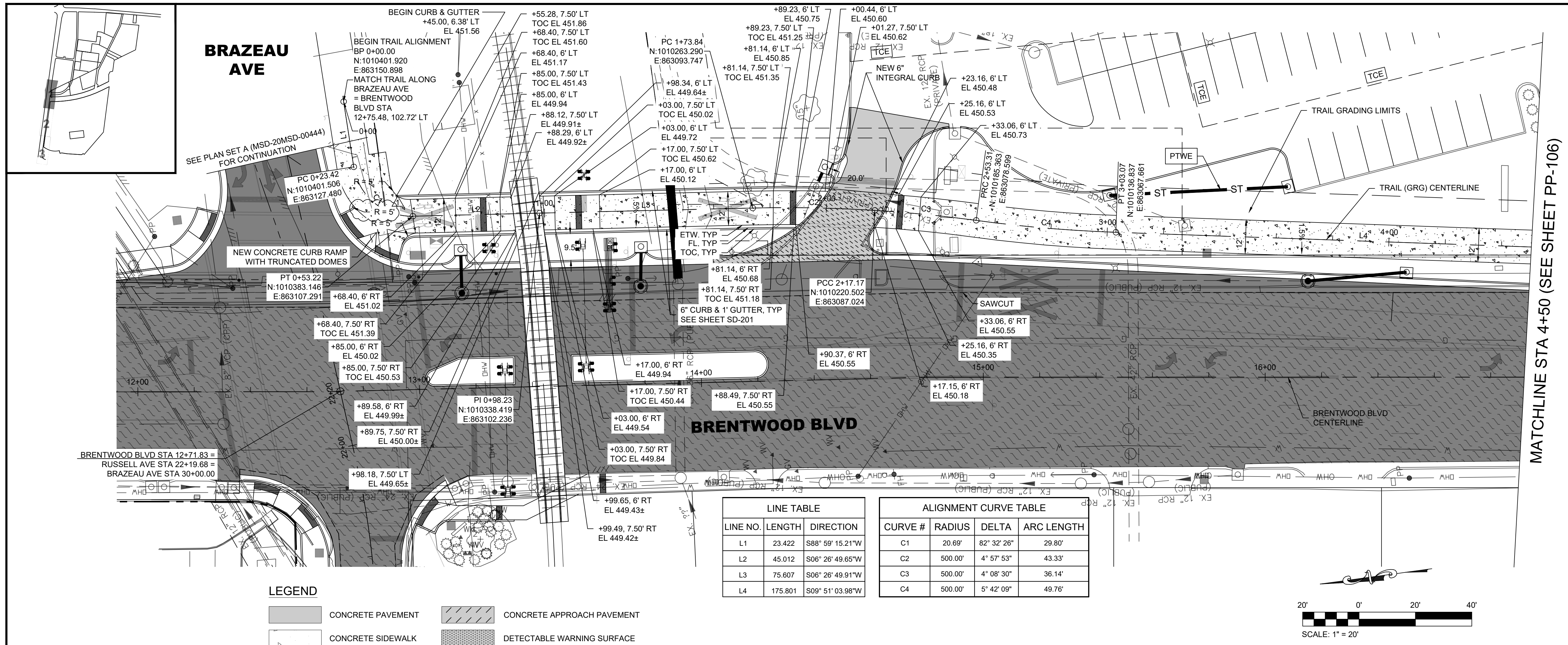
SHEET 9 OF 87

DP-203










# PART B

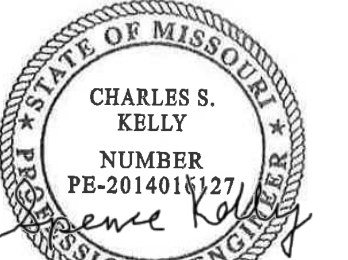
TAP-5577 (638)

### PLAN & PROFILE - TRAIL (GRG)

**Jacobs**



	9-15-23	ADDENDUM #1
NO.	DATE	REVISION

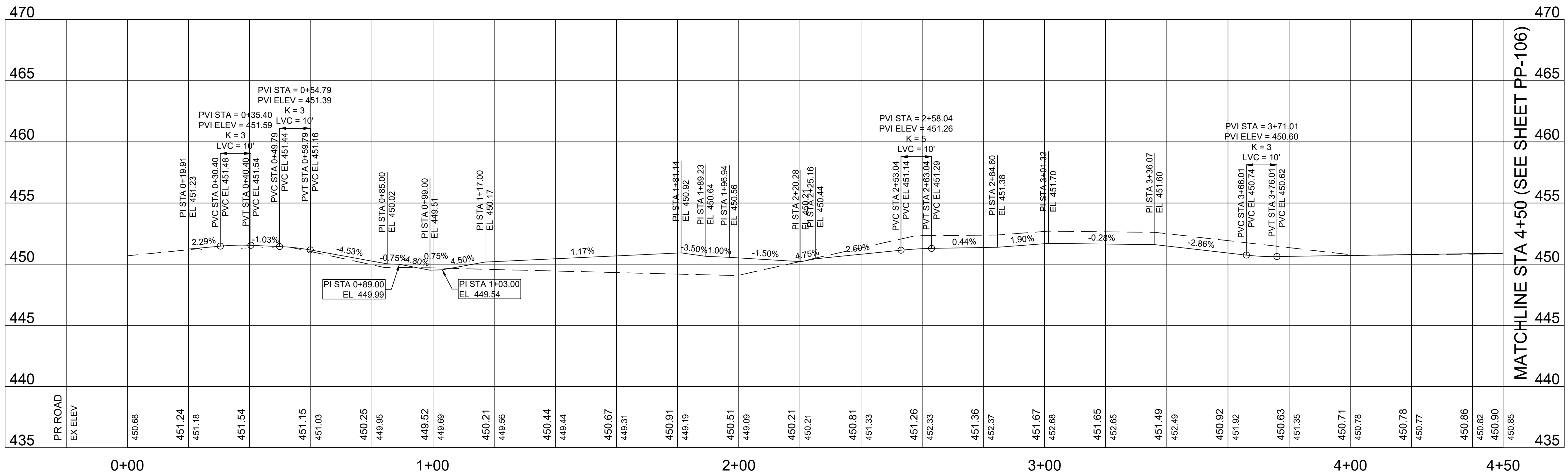


NAME: SPENCER KELLY  
DISCIPLINE: CIVIL ENGINEER  
LICENSE NO. PE-2014016127  
EXPIRATION DATE: 12/31/2022

DESIGNED: MP  
DRAWN: MP  
CHECKED: DS

# PP-105

Project #: 21MSD-00516 Basemap #:21K



## TRAIL

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