

**NOTE REVISIONS ON PAGE 3, 5 HIGHLIGHTED IN YELLOW**

**STP-5609(617)**

**City of Breckenridge Hills  
9623 Saint Charles Rock Road, Breckenridge Hills,  
MO**

# **REQUEST FOR BID**

**BID OF**

MoDOT Vendor Number (if required)\_\_\_\_\_

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

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

\_\_\_\_\_

**FOR  
CONSTRUCTING OR IMPROVING**

**The proposed improvement consists of removal of existing bridge structure over Coldwater Creek, replacement of bridge with a double 9' x 8' box culvert, replacement of asphalt roadway section approximately 60 feet on each side of the bridge over the culvert including two 11 foot lanes, two 4 foot shoulders, concrete curb and gutter and a 4 foot ADA compliant sidewalk on the west side terminating into a temporary. The improvement also consists of the modification of a 147' Metropolitan Sewer District sanitary sewer that is under and parallel to the existing roadway, a 257' storm sewer replacement in the East shoulder of the roadway, and 2 manhole replacements.**

**Isolda Avenue  
Breckenridge Hills, MO**

October 17, 2023

STP-5609(617)

City of Breckenridge Hills  
9623 Saint Charles Rock Road, Breckenridge Hills,  
MO

**CONTRACT**  
AND  
**BOND**  
FOR  
CONSTRUCTING OR IMPROVING

The proposed improvement consists of removal of existing bridge structure over Coldwater Creek, replacement of bridge with a double 9'x 8' box culvert, replacement of asphalt roadway section approximately 60 feet on each side of the bridge over the culvert including two 11 foot lanes, two 4 foot shoulders, concrete curb and gutter and a 4 foot ADA compliant sidewalk on the west side terminating into a temporary. The improvement also consists of the modification of a 147' Metropolitan Sewer District sanitary sewer that is under and parallel to the existing roadway, a 257' storm sewer replacement in the East shoulder of the roadway, and 1 manhole replacement.

Isolda Avenue  
Breckenridge Hills, MO

October 17, 2023

## **INVITATION TO BID**

Sealed bids for the Isolda Avenue Bridge Replacement Project, Federal Project STP-5609(617), will be received at the Breckenridge Hills, MO City Hall, 9623 St. Charles Rock Rd, Breckenridge Hills, Missouri 63114 until **6:00 PM (prevailing local time) on November 2, 2023**. At said time and promptly thereafter, the bids will be publicly opened and read aloud. All bids shall be submitted in paper form.

The proposed work consists of removal of existing bridge structure over Coldwater Creek, replacement of bridge with a double 9'x8' box culvert, replacement of asphalt roadway section approximately 60 feet on each side of the bridge over the culvert including two 11 foot lanes, two 4 foot shoulders, concrete curb and gutter and a 4 foot ADA compliant sidewalk on the west side terminating into a temporary. The improvement also consists of the modification of a 147' Metropolitan Sewer District sanitary sewer that is under and parallel to the existing roadway, a 257' storm sewer replacement in the East shoulder of the roadway, and 2 manhole replacements.

Plans and Specifications can be obtained at no charge in the form of electronic copies which can be requested by contacting Michael Sestak at Michael.Sestak@wsp.com.

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher. The prime contractor must be on MoDOT's approved contractor listing. This requirement includes that the contractor has submitted to MoDOT a Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments no later than seven (7) days prior to the date and hour of the bid opening (see Section 102.2 of the Missouri Standard Specifications for Highway Construction for more details).

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

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the Missouri Standard Specifications for highway Construction, 2016 Edition including all revisions. The contractor questionnaire must be on file 7 days prior to bid opening. The project will be awarded to the lowest, responsive, responsible bidder.

Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. A certified or cashier's check or a bid bond in the amount of 5% shall be submitted with each proposal. The City of City of Breckenridge Hills reserves the right to reject any or all bids.

The DBE goal for this project is **ten percent (10%)**.

No 2nd tier subcontracting will be allowed on this project.

Isolda Avenue Bridge Replacement Project  
STP- 5609(617)

Revised 10/17/2023

October 17, 2023

**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. (if applicable – required on highway and bridge projects)
- ☐ 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 **City of Breckenridge Hills, with the following, "Isolda Bridge Bids... attn.: Tina Zimmerman. Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope (if applicable).**
- ☐ 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- ☐ 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- ☐ 6. For paper bids submit 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. (if applicable)

\*\*\*\*\*

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 can be directed to the City of Breckenridge Hills at (314) 440-3650. Project specific questions can be directed to Tina Zimmerman at 314-440-3650.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the City of Breckenridge Hills at (314) 440-3650 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

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## NOTICE TO CONTRACTORS

Sealed bids, addressed to the City of Breckenridge Hills, 9623 St. Charles Rock Rd, Breckenridge Hills, Missouri 63114 for the proposed work will be received by the City of Breckenridge Hills until **6:00 PM (prevailing local time) on November 2, 2023** at the office of the City of Breckenridge Hills, and at that time will be publicly opened. Bids should be delivered to: 9623 St. Charles Rock Rd, Breckenridge Hills, Missouri 63114.

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

The proposed work consists of removal of existing bridge structure over Coldwater Creek, replacement of bridge with a double 9'x8' box culvert, replacement of asphalt roadway section approximately 60 feet on each side of the bridge over the culvert including two 11 foot lanes, two 4 foot shoulders, concrete curb and gutter and a 4 foot ADA compliant sidewalk on the west side terminating into a temporary. The improvement also consists of the modification of a 147' Metropolitan Sewer District sanitary sewer that is under and parallel to the existing roadway, a 257' storm sewer replacement in the East shoulder of the roadway, and 2 manhole replacements.

**(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.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "The City of Breckenridge Hills", and the term "Engineer" is a reference to the Engineer of Record from WSP.

The contracting authority for this contract is City of Breckenridge Hills.

**(3) PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Working Days: 30

**(4) LIQUIDATED DAMAGES:** The bidder agrees that, should the bidder fail to complete the work in the time specified or such additional time as may be allowed by the engineer under the contract, the amount of liquidated damages to be recovered in accordance with Sec 108 shall be as follows:

Liquidated damages per day \$700

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(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction (if applicable). 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. 30", 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.

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**(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, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 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. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

<https://www.fhwa.dot.gov/construction/cqit/buyam.cfm>

**(13) ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For 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.

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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 0 slots at 1000 hours per slot or 0 hours.

(16) **SUBCONTRACTOR DISCLOSURE**: Requirements contained within Sec 102.7.8 of the Missouri Standard Specification for Highway Construction shall be waived for this contract.

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

(18) **MATERIALS INSPECTIONS**: All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of EPG 106.18 Technician Certification Program, for that specific technical area.

(19) **PRIME CONTRACTOR REQUIREMENTS**: The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

(20) **SALES AND USE TAX EXEMPTION**: The City of Breckenridge Hills, 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.

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(21) (a) **ACCEPTANCE OF PROVISION FOR PRICE ADJUSTMENT FOR FUEL:** Bidders have the option to accept the provision for Price Adjustment for Fuel in accordance with Sec. 109.14 . The bidder must mark the box below for those items of work in which they choose to accept the provision. No price adjustments will be made, due to fuel price changes, for bidders who do not accept this provision.

<input type="checkbox"/> Excavation Production	<input type="checkbox"/> Asphalt Production	<input type="checkbox"/> Asphalt Hauling
<input type="checkbox"/> Concrete Paving Production	<input type="checkbox"/> Concrete Paving Hauling	<input type="checkbox"/> Aggregate Base Hauling

(b) **ACCEPTANCE FOR PROVISION FOR ASPHALT CEMENT PRICE INDEX, SEAL COAT PRICE INDEX, UNDERSEAL PRICE INDEX OR UBAWS MEMBRANE PRICE INDEX:** Bidders have the option to accept the provision for Asphalt Cement Price Index, Seal Coat Price Index, Underseal Price Index and/or UBAWS Membrane Price Index in accordance with the General Provisions. The bidder must mark each box below if they choose to accept the provision. The Asphalt Cement Provision applies only to projects that have a quantity of asphalt wet ton mix pay items or converted square yard quantity over 1,000 tons, the Seal Coat Provision applies only to projects that have a quantity that exceeds 50,000 square yards, the Underseal Provision applies only to any projects that have a quantity that exceeds 10,000 gallons, and the UBAWS Membrane provision applies only to projects that have a quantity that exceeds 5,000 square yards. The above quantity limits apply to an individual project or any number of projects in the contract combination.

<input type="checkbox"/> Asphalt Cement	<input type="checkbox"/> Seal Coat	<input type="checkbox"/> Underseal	<input type="checkbox"/> UBAWS Membrane
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**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:

ITEM NO.		ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
<b>CITY ROADWAY ITEMS</b>						
1	2013000	CLEARING AND GRUBBING	ACRE	0.25		
2	2022010	REMOVAL OF IMPROVEMENTS	LS	1		
3	2032000	CLASS C EXCAVATION	CUYD	1574		
4	3040506	TYPE 5 AGGREGATE FOR BASE (6 IN. THICK)	SQYD	390		
5	4011231	STREET PAVEMENT - BITUMINOUS PAVEMENT INSTALLATION	SQYD	390		
6	SP	MODIFIED TYPE A GUARD RAIL	LF	194		
7	6086004	CONCRETE SIDEWALK, 4 IN.	SQYD	67		
8	SP	INTEGRAL CURB (SIDEWALK)	LF	30		
9	6161005	CONSTRUCTION SIGNS	SQFT	362		
10	6161030	TYPE III MOVEABLE BARRICADES	EA	6		
11	6181000	MOBILIZATION	LS	1		
12	6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1		
13	8025006	MULCHING	SQYD	444		
14	8051000A	SEEDING-COOL SEASON MIXTURES	SQYD	444		
<b>SUBTOTAL ROADWAY ITEMS</b>						
<b>CITY CULVERT, SEWER AND DRAINAGE ITEMS</b>						
15	SP	BOX CULVERT - REINF. CONCRETE 09 FT. X 08 FT. DOUBLE	LF	86		
16	SP	MANHOLE - STANDARD CONSTRUCTION	EA	32		
17	SP	PIPE SEWER 08 INCH (SANITARY/COMBINED)	LF	142		
18	SP	PIPE SEWER 18 INCH (STORM)	LF	253		
19	SP	ENCASEMENT - CLASS "A" CONCRETE	CUYD	5		
20	SP	GRANULAR BACKFILL	CUYD	674		
21	SP	ROCK BLANKET	SQYD	124		
<b>SUBTOTAL CULVERT, SEWER, DRAINAGE ITEMS</b>						
<b>PROJECT TOTAL</b>						

**BID BOND**

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

as principal and \_\_\_\_\_  
as surety, are held and firmly bound unto the City of Breckenridge Hills, Missouri 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.

# 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 «**DBE**»% 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 \_\_\_\_\_ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is \_\_\_\_\_ and the e-mail address for submittal is \_\_\_\_\_. 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	
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
DBE Total:				Total %		

\*\*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.

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

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

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

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

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

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

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

In this provision, "contractor" will be defined as the contractor on the contract; "subrecipient" will be defined as any subcontractor performing the work. For the purposes of any federal-aid contract

awarded by the Commission, “the recipient” will be defined as either the Commission, or MoDOT, or both. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes with a subrecipient.

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

**7.0 DBE Program Information.** DBE Program information may be obtained from the MoDOT External Civil Rights Director, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-4309, Fax (573) 526-0558, E-Mail: [dbec@modot.mo.gov](mailto:dbec@modot.mo.gov). It will be the duty of each contractor, for the contractor and for the contractor’s subrecipients and surety, to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm’s legal obligations and limitations under the DBE Program, as a requirement of program participation. A surety providing a bid or contract bond will be bound by those bonds to the duties of the surety’s principal.

**8.0 DBE Certification, and the Missouri Unified Certification Program.** The Missouri Department of Transportation and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor’s responsibility to ensure firms identified for participation are approved certified DBE firms.

The MRCC DBE Directory can be found at the following link:  
[http://www.modot.mo.gov/business/contractor\\_resources/External\\_Civil\\_Rights/DBE\\_program.htm](http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm)

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

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

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

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

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

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

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

agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, its subcontractors and suppliers, and the bid bond and contract bond sureties, for each federal-aid contract.

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

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

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

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

(2) The bidder further certifies understanding, that if a DBE subcontractor is terminated, or fails, refuses or is unable to complete the work on the contract for any reason, the contractor must promptly request authority to substitute or replace that firm. The request shall include written documentation that the DBE firm is unwilling or unable to perform the specified contract work. The contractor shall make good faith efforts to find another DBE subcontractor to substitute or replace the dollar amount of the work that was to have been performed by the DBE firm. The good faith efforts shall be directed at finding another DBE to perform the same, or more,

dollar amount of work that the DBE firm that was terminated was to have performed under the executed contract. The substitute or replacement DBE firm may be retained to perform the same or different contract work from that which the terminated firm was to have performed. The contractor shall obtain approval from MoDOT in writing before the replacement or termination of one firm with another before the work will count toward the project DBE goal.

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

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

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

**11.2 Contract Goal, Good Faith Efforts Specified.** The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, the apparent low and second low bidder shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. The complete and signed original documents shall be mailed to the Local Agency no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

The bidder is responsible to ensure that all submittals are checked for accuracy. Any and all omissions, deletions, and/or errors that may affect the end result of the bid package are the sole liabilities of the bidders. The bid may be found non-responsive if the submittal is not complete and/or accurate.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**11.5 Documentation, and Administrative Reconsideration of the Bidder's Good Faith Efforts.** In the bidding documents, the bidder has the opportunity and responsibility to provide certified written documentation as to whether the bidder made a good faith effort to meet the DBE contract goal as

proposed by MoDOT. Any bidder that has not met the Commission's proposed DBE contract goal at the time of bid opening must submit the completed "Certification of Good Faith Efforts to Obtain DBE Participation". The certification should be included in the bidding documents, fully and in detail, at the time its sealed bid is submitted, however, if that information is not completed and submitted with the initial sealed bid, the bidder must submit the documentation to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. The complete and signed original documents shall be mailed to the Local Agency no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's responsibility. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain certified DBE firm participation in the proposed contract work. If the apparent low bidder appears to have failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before the Local Agency and MoDOT reject that bid as non-responsive. However, regardless of the DBE contract goal participation level proposed by the bidder, or the extent of good faith efforts shown, the apparent low and second low bidders shall each timely and separately file their completed and executed "DBE Identification Submittal" or face potential sanctions and the bid bond or guaranty, as specified in [Sec 10.0](#) of these provisions may become the property of the Local Agency subject to the Local Agency's demand.

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

(a) The applicable percentage of the total dollar value of the contract or subcontract awarded to the DBE will be counted toward meeting the DBE contract goal, only if that firm is certified by the MRCC as a DBE at the time the contract or subcontract is executed, and only for the value of the work, goods or services that are actually performed, or provided, by the DBE firm itself.

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

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

(d) A contractor may not count the participation of a DBE subcontractor toward the contractor's final compliance with the contractor's DBE contract goal obligations until the amount being counted

has actually been paid to the DBE. A contractor may count 60 percent of the contractor's expenditures actually paid for material and supplies obtained from a DBE certified by MoDOT as a regular dealer, and 100 percent of such expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**13.5 MoDOT Makes Final Determination On Whether a CUF Is Performed.** MoDOT and the Commission will have the final authority to determine whether a DBE firm has performed a CUF on

a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, MoDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms, and the other firms forces and equipment. Any DBE work performed by the contractor, or by employees or equipment of the contractor will be subject to disallowance under the DBE Program, unless the independent validity and need is demonstrated.

#### **14.0 Use of Joint Checks**

Request for joint checks must be made to MoDOT by the contractor. Prior approval must be given before the use of joint checks is allowed. Contact External Civil Rights Division at 573-751-4309 or [dbes@modot.mo.gov](mailto:dbes@modot.mo.gov) to request a Joint Check Request Form.

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

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

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

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

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

# JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

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

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*Richard E Bennett*

10/17/2023

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

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

Tina Zimmerman  
9623 Saint Charles Rock Road, Breckenridge Hills, MO  
tmzmarket@icloud.com  
314-440-3650

#### **B. 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 area engineer's office shall also be notified when the contractor requests emergency assistance.

*Breckenridge Hills City Hall 314-427-6868*

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

Missouri Highway Patrol Troop C (636-300-2800)		
City of Breckenridge Hills	City of St. Ann	City of Overland
Fire: 314-428-1122	Fire: 314-427-8000	Fire: 314-428-4321
Police: 314-426-1214	Police: 314-428-6868	Police: 314-428-1221

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

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

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

## **C. Disadvantaged Business Enterprise (DBE) Program Requirements**

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

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

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

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

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

and Equipment List. The DBE Subcontractor shall attach copies of all current long term lease agreements to the DBE Subcontractor Project Trucker and Equipment List.

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

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

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

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

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

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

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

#### **D. Order of Work**

The order of work for construction is anticipated to be as follows unless otherwise approved by the engineer:

1. Installation of traffic control and detour signing.
2. Removal of Improvements.
3. Installation of MSD Sewer Improvements.
4. Installation of Box Culvert, Drainage Pipe (MSD manhole installation may be concurrent with Box Culvert Installation.
5. Installation of Base, Pavement, and Sidewalk
6. Installation of Guard Rail, Seeding, Mulching

No direct payment will be made for compliance with this provision.

#### **E. STANDARD SPECIFICATIONS AND STANDARD DRAWINGS**

Unless otherwise noted on the construction plans, all roadway work on this project shall be covered by the Missouri Standard Specifications for Highway Construction, Missouri Department of Transportation, Edition 2022, and all subsequent errata sheets. The Contractor shall have a copy of said specifications on the job site at all times for the duration of this project.

1. The specifications are on the Missouri Department of Transportation web page at [www.modot.org](http://www.modot.org) under "Doing Business with MoDOT"; "Standards and Specifications". The effective version shall be determined by the letting date of the project. General Provisions & Supplemental Specifications Supplemental Plans to July 2023 Missouri Standard Plans For Highway Construction

B. Unless otherwise noted, all culvert and roadway work on this project shall be covered by applicable Missouri Standard Plans for Highway Construction. The Contractor shall have a copy of said drawings on the job site at all times for the duration of this project.

#### **F. Metropolitan Sewer District (MSD) Standards**

It is the responsibility of the contractor to comply with all Notes, Standards and Details as shown on the plans, any additional requirements by MSD and related permits related to the MSD sewer installation all required appurtenances.

Compliance with this provision shall be included in the bid items provided in this proposal, no additional payments will be made.

#### **G. COMPLETION OF PROJECT**

The work on this project shall commence on the date specified in the "Notice To Proceed" and completed no later than 30 working days from said commencement date unless additional time is granted by the Director. Liquidated damages in the amount of \$700 per day will be charged after the expiration of the time stipulated for each and every calendar day that all work remains uncompleted. The estimated date for Breckenridge Hills to issue a Notice to Proceed is November 16, 2023. Should the Notice to Proceed be delayed for any reason the sole compensation granted to the contractor shall be a proportionate extension to the project completion date.

#### **H. WORKING RESTRICTIONS**

A. On each of the project sites, the Contractor shall confine his operations and restrict the storage of equipment and materials to the easement areas shown on the plans. The Contractor will not be permitted to operate equipment or store material on roadways or drives that are normally in use by the public.

B. The Contractor shall use every precaution to prevent damage to private and public utility lines, conduits, and other improvements. The Contractor will be responsible for all damage to any utility or other such improvement due to his operations and shall repair or replace as necessary any such damaged facility or make payment to the owner for repair or replacement. Trees and shrubs in the easement areas not specifically marked To Be Removed (TBR) shall be carefully preserved.

C. No direct payment will be made for compliance with this provision.

## **I. ADDENDUMS**

It is the responsibility of the bidder to ensure his prospective subcontractors are aware of any addendums issued to the Plans or Construction Contract and Specifications for this project.

### **J. LPA Buy America Requirements**

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 and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. Where steel or iron products or construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall are to be permanently incorporated into the contract work, these 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 the above products 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 mentioned 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 the construction materials under this requirement which are 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 construction material, 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 sign posts, anchorage inserts, etc. The certification shall read “I certify all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically.” The certification shall be signed by an authorized representative of the prime contractor.

106.9.3.4 The National Transportation Product Evaluation Program (NTPEP) compliance program verifies that some non-iron and steel products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and an acceptable standard per 23 CFR 635.410(d). NTPEP compliant suppliers will not be required to submit step certification documentation with the shipment for some selected non-iron and steel materials. The NTPEP compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

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.

106.9.5 Basis of Payment. Any costs incurred by the contractor by reason of compliance with the above requirements shall be considered as included in and completely covered by the unit price bid for the various items of work included in the contract.

#### **K. INSPECTION BY STATE AND FEDERAL OFFICIALS**

In accordance with Section 105.10, the Contractor shall permit and assist in the free inspection of the work by representatives of the Missouri Department of Transportation and the Federal Highway Administration.

#### **L. MODOT APPROVED CONTRACTOR LISTING**

All contractors must be on MoDOT's approved contractor listing. This requirement includes that the contractor has submitted to MoDOT a Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments no later than seven (7) days prior to the date and hour of the bid opening (see Section 102.2 of the Missouri Standard Specifications for Highway Construction for more details).

#### **M. EXCAVATION OF UNSUITABLE MATERIAL AND BACKFILL OF RESULTING EXCAVATION**

Description: This work shall be in accordance with Division 200 of the Missouri Standard Specifications Manual, latest edition, except as herein modified and as detailed on the plans. At the discretion of the Engineer, areas of soft or unsuitable subgrade shall be excavated and replaced with compacted Type 5 aggregate prior to placement of the type 5 aggregate base. Basis of Payment: This work, if required, shall be considered incidental to the project. No additional payment shall be granted for any material, equipment, or labor necessary to provide the work and complete the installation per these requirements.

#### **N. REMOVAL OF IMPROVEMENTS**

1. In general, this item shall be in accordance with Section 202.20, including, but not limited to the following: trees, shrubs, brush, stumps, concrete or asphalt curbing, swales, and berms, drainage structures, drainage pipes, signs, signal pull boxes, metal sheds, tree trimming, posts, headwalls, railroad tie walls, stone walls, drainage pipe, concrete steps, pipe handrail, fencing, hose bib, concrete pad, revetment blankets, concrete walk as shown on the plans, etc. Also included, shall be the satisfactory disconnection and removal of any electrical cables and appurtenances serving yard lighting, entrance monuments/signs, etc. All electrical work shall be done in accordance with applicable codes and the requirements of the electrical utility company. In addition, regardless of the construction limits shown on the plans, the Resident Engineer may direct the

removal of debris, vegetation, trees, etc. from the Permanent Drainage Easements shown on the plans.

1. This work includes the removal of and disposition of all items of natural or unnatural origin within the construction limits.
2. This provision provides for the removal only of those materials not specifically covered under other removal specifications. This will include the removal of piled stone or stone masonry, scattered stone, debris, residue, etc. from previous removals, and any and all other types of improvements, objects, etc. of unnatural origin existing in view or hidden underneath the ground, whether indicated on the scope of work or encountered on construction. This item shall include backfilling of all trenches or pits resulting from such removals, including manholes, inlets, etc., disposal of all materials resulting from these removals, and any grading work necessary to shape and smooth and complete the work to provide a uniform, pleasing appearance, as directed by the Engineer.
3. This provision also provides for the removal and replacement, repair, restoration, or relocation of such items as yard lights, roof drains, lawn sprinkler systems, electrical and gas conduits, planter boxes, all types of signs (with or without lights), fences of all types, mail boxes, gravel driveways, decorative monuments or columns or like improvements, within the right-of-way or road easement.
4. Any materials having salvage value shall remain the property of the City of Breckinridge Hills, except materials belonging to and claimed by the abutting property owners and shall be removed and piled neatly on the right-of-way outside the construction limits at locations designated by the Engineer. Materials having no salvage value, and which are unsuitable for roadway construction shall be disposed of at locations outside the right-of-way obtained and paid for by the Contractor.
8. Existing improvements not removed in their entirety shall be removed to a minimum depth of eighteen inches (18") below the finished roadway surface within the limits of construction and to a minimum depth of twelve inches (12") below the ground level outside construction limits.
9. All trenches, holes and pits resulting from the removal of miscellaneous items shall be filled with earth or broken masonry and earth. No broken masonry shall extend closer than eighteen inches (18") to the finished surface. The material shall be placed in such fills in layers not exceeding six inches (6"), and shall be thoroughly compacted by tamping as may be required to secure compaction to the satisfaction of the Engineer. Grading, smoothing and shaping shall be performed as required outside actual roadway construction limits to provide a uniform, pleasing, finished appearance to the completed work.
10. Payment for the above work shall be made per the contract lump sum price for Item No. 2022010 "Removal of Improvements".
11. No special payment will be made for the above requirements and compensation for any cost that may be incurred as a result thereof will be considered to be included in the contract unit prices for other items of work.

**O. AGGREGATE BASE**

1. Under all new/replaced concrete base and pavement, paved approaches and driveways, curb and gutter, sidewalks, and curb ramps, as applicable install and compact a minimum of four inch (4") thick base of Type 5 Aggregate in accordance to the applicable provisions of Section 304 of the Missouri Standard Specifications for Highway Construction. Prior to installation of the aggregate, contractor shall compact the subgrade as directed by the Engineer. Payment for all labor, material and equipment necessary to accomplish this item will be considered included in the contract unit price for "Type 5 Aggregate Base, 4-Inch Thick". Any required excavation and compaction of the subgrade shall be incidental to the item. No additional payment will be made for aggregate base in excess of four inches thick base placed under concrete channelization islands or medians.
2. This aggregate base construction work shall include any earthwork (excavation and/or borrow), no direct payment will be made.

**P. MODIFIED TYPE A GUARDRAIL**

Description. This work consists of installation of required guardrail, for the Isolda Avenue improvements. Guardrail installation shall include all items shown on the plans consisting of but not limited to guardrail, posts, blockouts, end terminals, hardware and any additional items required to conform to applicable provisions of Section 606 of the Standard Specifications and Standard Plan 606.00.

Basis of Payment. This work will be paid for at the contract unit price per linear foot for MODIFIED TYPE A GUARD RAIL.

**Q. BOX CULVERT – REINFORCED CONCRETE 9 FT. X 8 FT. DOUBLE**

Description. This work consists of installation of a prefabricated reinforced concrete double box culvert as shown on the plans. The box culvert shall conform to all applicable standard plans and standard specifications. The culvert shall consist of all items shown on the plans and required for a complete installation including but not limited to concrete, reinforcing steel, granular backfill, roadway fill material. Detail drawings and other required documents shall be submitted to the engineer prior to construction for approval.

Basis of Payment. This work will be paid for at the contract unit price per linear foot for BOX CULVERT – REINF. CONCRETE 09 FT. X 08 FT. DOUBLE

## **R. WORK ZONE TRAFFIC MANAGEMENT PLAN**

- 1.0 Description. Work zone traffic management shall be in accordance with applicable portions of Division 100 and Division 600 of the Standard Specifications, and specifically as follows.
- 2.0 Traffic Management Schedule.
- 2.1 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.
- 2.2 The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.
- 2.3 The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.
- 2.4 In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.
- 2.5 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.

## **S. Temporary TRAFFIC CONTROL**

The Contractor shall supply a flagger, appropriate signs, etc. to properly control traffic through the work zone. All traffic control shall conform to the latest edition of the ***Manual on Uniform Traffic Control Devices*** (MUTCD). The Contractor responsible for erecting, removing, relocating and maintaining the traffic control devices. Access for local traffic shall be maintained at all times to the extent shown on the plans and shall be included in the bid items provided in this proposal, no additional payments will be made.

## T. Federal Aviation Administration (FAA) Permitting

Construction equipment height is not anticipated to exceed 83 feet above ground level as shown in the attached OE/AAA Pre-screening results:

### OE/AAA Pre-screening Results

Fri Dec 16 2022 10:21:34 GMT-0600 (Central Standard Time)

Structure: Mobile Construction  
Equipment

Latitude	Longitude	Height	Site Elev	AMSL
38 43 27.08 N	90 22 15.34 W	45	553	598
38 43 26.86 N	90 22 15.36 W	45	553	598
38 43 27.27 N	90 22 15.30 W	45	554	599
38 43 27.07 N	90 22 15.57 W	45	453	498

Based on the information you provided, you are not required to file notice with the FAA.



However, if the contractor employs equipment exceeding this height, it is their responsibility to obtain any required FAA permits.

No direct payment will be made for compliance with this special provision.

#### **U. Guidelines for Obtaining Environmental Clearance for Project Specific Locations**

This article provides guidelines for obtaining environmental clearance for disturbed areas such as:

Borrow Sites

Haul Roads

Burn Pits

Staging Areas

and Spoil Sites

at project-specific locations.

The necessary clearances for disturbed areas such as those referenced above shall be obtained prior to using these areas for projects. The contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or disturbed areas that have previously been cleared, precluding the need to address most, if not all, of the issues described below. The contractor should include the federal project number on all correspondence. The following addresses the primary environmental issues related to clearance of disturbed areas such as borrow sites:

### **127.27.1 The Endangered Species Act**

The Federal Endangered Species Act protects rare species and their habitats. The U.S. Fish and Wildlife Service (USFWS) administers the Act. Violations of this act can result in extensive project delays and severe fines. To determine if an activity will impact any rare species or their habitats, contact the Missouri Department of Conservation's Policy and Coordination Section at (573) 751-4115 to request a query of the MDC Heritage Database. All queries must be accompanied by a good quality map illustrating the location of the proposed site with a description of the activity. Allow at least three weeks for a response to all requests.

If there are no known records of rare species or sensitive habitats at the proposed site, and it is unlikely that any will be impacted by the activity, the contractor will be given clearance to proceed. However, if rare species are known or likely to occur at the site, or known critical habitat exists, further coordination with MDC and the USFWS will be

necessary. Written clearance from the U.S. Fish and Wildlife Service may be required before the project can proceed.

Missouri Department of Conservation (MDC)  
Planning Division  
P.O. Box 180  
Jefferson City MO 65102-0180  
Telephone Number (573) 751-4115 or FAX (573) 751-4495

U.S. Fish and Wildlife Service (FWS)  
Columbia Field Office  
101 Park DeVille Drive - Suite A  
Columbia, MO 65203-0007  
Telephone Number (573) 234-2131 or Fax (573) 234-2182

## **127.27.2 Floodplain/Regulatory Floodway**

An evaluation of floodplain impacts is mandated by Executive Order 11988, Floodplain Management, and subsequent federal floodplain management guidelines. When available, flood hazard boundary maps ([National Flood Insurance Program](#)) and flood insurance studies for the project area are used to determine the limits of the base (100-year) floodplain and the extent of encroachment.

The Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines 23 CFR 650 have identified the base (100-year) flood as the flood having a one percent probability of being equaled or exceeded in any given year. The base floodplain is the area of 100-year flood hazard within a county or community. The [regulatory floodway](#) is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 100-year flood discharge can be conveyed without increasing the base flood elevation more than a specified amount. FEMA has mandated that projects can cause no rise in the regulatory floodway, and a one-foot cumulative rise for all projects in the base (100-year) floodplain. For projects that involve the state of Missouri, the State Emergency Management Agency (SEMA) issues [floodplain development permits](#). In the case of projects proposed within regulatory floodways, a "[No-Rise](#)" [Certification](#)", if applicable, should be obtained prior to issuance of a permit.

Questions regarding floodplain and regulatory floodway should be addressed to:

SEMA  
P.O. Box 116  
Jefferson City MO  
65102  
(573) 526-9141

Documentation of consultation with SEMA regarding the presence of 100-year floodplain/regulatory floodway should be included in the final collection of information to be submitted to MoDOT staff.

### **127.27.3 Federal Emergency Management Agency (FEMA) Buyout Lands**

The Flood Disaster Protection Act of 1973, as amended by the Disaster Relief and Emergency Assistance Act of 1988 (The Stafford Act), identified the use of disaster relief funds under Section 404 for the Hazard Mitigation Grand Program (HMGP), including the acquisition and relocation of flood damaged property. The Volkmer Bill further expanded the use of HMGP funds under Section 404 to “buy out” flood damaged property, which had been affected by the Great Flood of 1993.

There are numerous restrictions on these FEMA buyout properties. No structures or improvements may be erected on these properties unless they are open on all sides. The site shall be used only for open space purposes, and shall stay in public ownership. These conditions and restrictions (among others), along with the right to enforce same, are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors, grantees, or assigns. Any decision involving these properties should take into consideration that 2-3 years is necessary to process an exemption from FEMA to utilize this parcel. This exemption would likely be a permanent easement rather than a transfer of property. If any proposed site is located on a FEMA buyout property, an alternative site should be chosen.

## **127.27.4 Farmland Protection**

In order to comply with the Farmland Protection Policy Act, which has the purpose of minimizing Federal programs' contributions to the unnecessary and irreversible conversion of farmland caused by nonagricultural uses, the Form AD-1006 will need to be completed. This can be accomplished through coordination with United States Department of Agricultural (USDA)-Natural Resources Conservation Service (NRCS), and the completion of Form AD-1006. To receive the Form AD-1006, call the NRCS State office in Columbia at (573) 876-9411. An aerial map of the site or sites will also be required with the area to be disturbed identified on the map. This aerial map can be obtained from the local SCS office. In some areas of the state this office may be located in an adjoining county.

The contractor will need to complete Parts I and III of Form AD-1006. The form should then be sent to the NRCS State Office for completion of Parts II, IV and V. The address for NRCS State Office is:

Mr. Dennis Potter  
State Soil Scientist  
Natural Resource Conservation Service  
601 Business Loop 70 West  
Parkade Center, Suite 250  
Columbia, MO 65203  
1-573-876-9411

After the NRCS office returns the form, the contractor will complete remaining Parts VI and VII. The contractor will provide a copy of the completed form to the MoDOT district contact to document compliance with the Farmland Protection Policy Act.

## **127.27.5 Wetlands**

Federal executive order has decreed a national policy of "no net loss of wetlands." Under this policy, impacts to wetlands must be avoided if at all practical. Where wetlands are impacted, these impacts must be mitigated by construction or enhancement of a like quantity **and** quality of new wetlands. For these reasons, avoiding impacts to wetlands is a primary goal.

To determine whether wetlands occur on a site, contact the USDA, NRCS. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act.

These maps are available from county NRCS offices, usually located in the county seat. For all other non-farmland sites, consult the [US Fish and Wildlife Service's Wetlands Map](#). If wetlands are identified on Food Security Act wetland maps, a site visit may be needed to confirm the location of wetlands. If there are no wetland impacts, no other action need be taken.

If there are any questions about the extent of wetlands in the event that wetlands cannot be avoided, contact the U.S. Army Corps of Engineers (COE). If wetlands cannot be avoided, a COE Section 404 permit would be processed through the appropriate COE district. There are five COE districts in Missouri. Information about COE district locations, addresses and phone numbers is available on [the COE website](#).

## **127.27.6 Water Quality/Land Disturbance**

The National Pollutant Discharge Elimination Systems (NPDES) program regulates construction activities where 1 acre or more of land is disturbed. If the project proponent has a general NPDES permit for all of their construction activities, this is adequate. If the project proponent does not have a valid general permit and the site to be disturbed is greater than 1 acre in size, a project-specific NPDES permit from DNR is required. If the project is entirely within MoDOT right of way, the sponsor may use MoDOT's general permit. In either case, the sponsor will need to develop a site-specific stormwater pollution prevention plan for the project. The sponsor shall contact the Missouri Department of Natural Resources (DNR) NPDES Storm Water Program office at (573) 751-1300 or (800) 361-4827 for further directions. A few cities (Kansas City, Columbia, and others) and counties have obtained their own land disturbance permits from DNR for generic land disturbance purposes; see additional discussion on stormwater and erosion control in [136.4 Environmental and Cultural Requirements](#) of the LPA Policy.

## **127.27.7 Hazardous Waste Sites**

More than likely, areas to be disturbed will be located in rural areas that have been used for agriculture or similar purposes. Hazardous wastes are most typically associated with commercial or previous industrial properties.

If the proposed area is basically farmland or pasture, and has not been used for any commercial activity or dumping, hazardous wastes are unlikely. The contractor should

simply document the existing and historic land use of the parcel and tell how this assessment was obtained.

In nonrural, suburban or commercial areas a nonintrusive investigation may be used to "diagnose" the environmental conditions of a selected site. The following is a list of suggested items, but not inclusive, for a cursory nonintrusive investigation.

Examine any noticeable contamination in the form of surface staining, oil sheen, odors, stressed vegetation, spills, leaks, illegal dumping, etc.

Conduct interviews of local citizens and current owners to identify past land use practices and hazardous waste management practices.

Consult with local and state (Missouri Department of Natural Resources, Hazardous Waste Program, 573-751-3176) environmental regulatory agencies to identify if any past problems (complaints, citations, etc.) have occurred at the site, if any permits/licenses have been filed for the site, or if enforcement actions have occurred.

If the above analyses produce negative results, the contractor should provide documentation to the MoDOT Design Division-Environmental Section as to who was contacted and the results of the contact. However, if through the search for information described above, potential problems are identified, it would be wise to locate another site.

The potential to encounter wastes from sites that are unknown should always be a consideration. Any unknown sites that are found will be handled in accordance with Federal and State Laws and Regulations.

## **127.27.8 Historic Preservation**

All jobs requiring environmental clearance for historic preservation (archaeological sites, buildings, and structures) must be reviewed and approved by the State Historic Preservation office (SHPO), Department of Natural Resources. To initiate SHPO's review and clearance of a proposed site for cultural resources, a "Section 106 Project Information Form" must be completed and submitted to SHPO along with a copy of a United States Geological Survey (USGS) topographic map indicating the location of the project. In addition, photographs of any structures that will be impacted must be provided. The "Section 106 Project Information Form" can be obtained from the [SHPO website](#) or requested from the SHPO by telephone, (573) 751-7858, or mail:

Missouri Department of Natural Resources  
State Historic Preservation Office  
Attn: Section 106 Review  
P.O. Box 176  
Jefferson City, MO, 65102-0176

Based on the information supplied, SHPO may clear the project at that time or request that the contractor acquire the services of an archaeological consultant to conduct a historic preservation survey of the proposed area. A listing of currently acceptable and available archaeological consultants who can complete a survey if required can be viewed at [the SHPO's website](#). Any questions can be directed to the Design Division-Historic Preservation Section, at (573) 751-0473.

## **127.27.9 Public Land**

If borrow sites are proposed on any publicly owned land, contact the [MoDOT district representative](#) before proceeding. Section 4(f) of the Department of Transportation Act of 1966 (now codified as 49 U.S.C. 303 and 23 U.S.C. 138) protects certain public lands. Section 4(f) requires that all U.S. DOT-funded transportation projects must avoid impacts to public parkland and wildlife refuges (and cultural resources deemed eligible for the National Register of Historic Places), unless it is successfully demonstrated that no feasible and prudent alternative exists that avoid “use” or impacts to the park or refuge. It is strongly recommended that public lands not be considered as potential borrow sites.

Once the contractor has obtained all of the above information, it should be provided to the MoDOT district contact. The transmittal letter must include **county, route and job number** of the project, along with a map depicting the location and limits of the site(s).

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

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

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

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

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

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

## **W. SEGMENTAL TRANSITIONS**

In alteration projects, as defined by the Department of Justice, the construction plans will use segmental transitions to connect newly constructed ADA compliant features to the existing facilities.

When a new ADA compliant curb ramps is constructed adjacent to existing pavement a segmental transition must be constructed. A segmental transition is a warped area of pavement for the connection of the new ADA compliant curb ramp to the adjacent existing pavement and shall meet the following criteria:

1. Replacement of material in the segmental transitions shall match in kind the material removed. Asphalt transitions may be accomplished with a 2" depth mill and overlay or full depth replacement, as directed by the engineer. Concrete transitions must be full depth replacement.
2. Under most circumstances, the segmental transition length shall include an area equal to the size of the opening plus a distance of 5 feet in any direction to allow for connection to the grade of the adjacent pavement. Total size of the segmental transition may be altered as directed by the engineer.
3. The segmental transition shall be warped in a way which does not pond water or pose a hazard to motorists.
4. The segmental transition shall not exceed a cross slope transition of 2% in the direction of pedestrian travel.
5. The segmental transition shall not exceed a running slope of 5% in the direction of pedestrian travel.

## **X. UTILITIES**

1. 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</u></b>	<b><u>Type</u></b>
Metropolitan Sewer District (MSD) 1-(314) 768-6260	Yes (See Plans)	Sewer
Ameren Ameren Real Estate, 1-314-621-3222	No	Power
AT&T Jane Rapp, 1-800-331-0500	No	Communication
Spire Richard Frock, 1-314-524-1405	Yes (See Plans)	Gas
Spectrum/Charter Communications 1-636-400-3768	No	Communication
Missouri American Water 1-866-430-0820	No	Water

- 1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the Commission at this time. This information is provided by the Commission "as-is" and the Commission expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the Commission shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.
- 1.2 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.
- 1.3 The contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its

subcontractors operation. The contractor shall hold and save harmless the Commission from damages to any utility facilities interruption of service by it or it's subcontractor's operation.

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

<https://www.modot.org/forms-contractor-use>

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

#### **Y. Safety Apparel Requirements**

The contractor shall comply with all safety apparel requirements in Standard Specification 107.4 on the project.

No direct payment will be made for compliance with this provision.

#### **Z. Subgrade Preparation and Compaction**

Upon completion of MSD sewer installation, compaction of backfill and any other fill material under the box culvert and pavement shall be prepared and compacted in accordance with Sections 209 and 210 of the Standard Specifications.

Compliance with this provision shall be included in the bid items provided in this proposal, no additional payments will be made.

#### **AA. CONTRACTOR FURNISHED SURVEYING AND STAKING**

Description. This work shall consist of providing the necessary surveying and staking for the successful prosecution of the work. The contractor shall provide all construction surveying and staking in accordance with Section 627 of the Standard Specifications.

Basis of Payment. This work will be paid for at the contract contract lump sum price for CONTRACTOR SURVEYING AND STAKING.

**BB. SODDING**

1. Following the completion of the backfilling and final grading operations, all disturbed areas shall be sodded. Sodding shall conform to Section 803 except as noted below.
2. Sod replacement shall be made to a straight line where it abuts existing grass areas. The straight line shall be produced by using a sod cutter.
3. Areas excavated during the period from June 1 to September 1 shall be sodded prior to October 31. Areas excavated at other periods shall be sodded within thirty (30) calendar days after the completion of the adjacent improvements.
4. All disturbed areas shall be maintained by the contractor as directed by the Engineer until sodded. All disturbed areas shall be sodded by the end of the construction season.
5. The contractor shall immediately water the newly transplanted sod and shall keep sod wet for five weeks (35 days), which may require daily watering. Sod shall be thriving and rooted at the time of acceptance.
6. The cost of all labor, equipment and materials necessary to complete the work shall be included in the contract unit price for Bid Item No. 8039905, "Sodding".

**CC. MOBILIZATION**

- 1 Description. This work shall be performed in accordance with section 618 of the current edition of Missouri Standard Specification Book for Highway Construction.

Basis of Payment. This work shall be paid for at the contract lump sum price for Item No. 6181000 "Mobilization".

**DD. Supplemental Revisions JSP-18-01Y**

Compliance with 2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.

The Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as substantial or as critical technology as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

## Stormwater Compliance Requirements

1.0 Description. This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

1.1 Definitions. The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the “permitted site”, as defined in MoDOT’s State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

1.2 Reporting of Off-Site Land Disturbance. If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written report to the engineer that discloses all Off-site support areas where land disturbance is planned, the total acreage of anticipated land disturbance on those sites, and the land disturbance permit number(s). Upon request by the engineer, the contractor shall submit a copy of its land disturbance permit(s) for Off-site locations. Based on the total acreage of land disturbance, both on and Off-site, the engineer shall determine if these Stormwater Compliance Requirements shall apply. The Contractor shall immediately report any changes to the planned area of Off-site land disturbance. The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas.

2.0 Water Pollution Control Manager (WPCM). The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

### 2.1 Duties of the WPCM:

(a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT’s statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project’s

Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;

(b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at [MoDOT.org](http://MoDOT.org);

(c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;

(d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the Engineer;

(e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;

(f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

**3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point.** A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

**3.1 Hold Point.** Following the pre-activity meeting for grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

**4.0 Inspection Reports.** Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-based Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

5.0 Stormwater Deficiency Corrections. All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

5.1 Liquidated Damages. If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the

Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines and penalties. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2,000 per day for failure to correct one or more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

6.0 Basis of Payment. No direct payment will be made for compliance with this provision.

#### Anti-Discrimination Against Israel Certification

By signing this contract, the Company 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. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

#### Ground Tire Rubber (GTR) Dry Process Modification of Bituminous Pavement Material

1.0 Description. This work shall consist of the dry process of adding ground tire rubber (GTR) to modify bituminous material to be used in highway construction. Existing GTR requirements in Section 1015 pertain to the wet process method of GTR modification that blends GTR with the asphalt binder (terminal blending or blending at HMA plant). The following requirements shall govern for dry process GTR modification. The dry process method adds GTR as a fine aggregate or mineral filler during mix production. All GTR

modified asphalt mixtures shall be in accordance with Secs 401, 402, or 403 as specified in the contract; except as revised by this specification.

2.0 Materials. The contractor shall furnish a manufacturer's certification to the engineer for each shipment of GTR furnished stating the name of the manufacturer, the chemical composition, workability additives, and certifying that the GTR supplied is in accordance with this specification.

2.1 Product Approval. The GTR product shall contain a Trans-Polyoctenamer (TOR) added at 4.5 % of the weight of the crumb rubber or an engineered crumb rubber (ECR) workability additive that has proven performance in Missouri. Other GTR additives shall be demonstrated and proven prior to use such as a five-year field performance history in other states or performance on a federal or state-sanctioned accelerated loading facility.

2.2 General. GTR shall be produced from processing automobile or truck tires by ambient or cryogenic grinding methods. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. GTR shall also meet the following material requirements:

Table 1 – GTR Material Properties

Property	Test Method	Criteria
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Specific Gravity	ASTM D1817	1.02 to 1.20
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Metal Contaminates	ASTM D5603	< 0.01%
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Fiber Content	ASTM D5603	< 0.5%
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Moisture Content	ASTM D1509	< 1.0%*
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Mineral Filler	AASHTO M17	< 4.0%
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\*Moisture content of the GTR shall not cause foaming when combined with asphalt binder and aggregate during mix production

2.3 Gradation. The GTR material prior to TOR or ECR workability additives shall meet the following gradation and shall be tested in accordance with ASTM D5603 and ASTM D5644.

Table 2 – GTR Gradation

Sieve	Percent Passing by Weight
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No. 20	100
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No. 30	98-100
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No. 40	50-70
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No. 100	5-15
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3.0 Delivery, Storage, and Handling. The GTR shall be supplied in moisture-proof packaging or other appropriate bulk containers. GTR shall be stored in a dry location protected from rain before use. Each bag or container shall be properly labeled with the manufacturer's designation for the GTR and specific type, mesh size, weight and manufacturer's batch or Lot designation.

4.0 Feeder System. Dry Process GTR shall be controlled with a feeder system using a proportioning device that is accurate to within  $\pm 3$  percent of the amount required. The system shall automatically adjust the feed rate to always maintain the material within this tolerance and shall have a convenient and accurate means of calibration. The system shall provide in-process monitoring, consisting of either a digital display of output or a printout of feed rate, in pounds per minute, to verify feed rate. The supply system shall report the feed in 1-pound increments using load cells that will enable the user to monitor the depletion of the GTR. Monitoring the system volumetrically will not be allowed. The feeder shall interlock with the aggregate weight system and asphalt binder pump to maintain correct mixture proportions at all production rates.

Flow indicators or sensing devices for the system shall be interlocked with the plant controls to interrupt mixture production if GTR introduction rate is not within  $\pm 3$  percent. This interlock will immediately notify the operator if GTR introduction rate exceeds introduction tolerances. All plant production will cease if the introduction rate is not brought back within tolerance after 30 seconds. When the interlock system interrupts production and the plant has to be restarted, upon restarting operations; the modifier system shall run until a uniform feed can be observed on the output display. All mix produced prior to obtaining a uniform feed shall be rejected.

4.1 Batch Plants. GTR shall be added to aggregate in the weigh hopper. Mixing times shall be increased per GTR manufacturer recommendations.

4.2 Drum Plants. The feeder system shall add GTR to aggregate and liquid binder during mixing and provide sufficient mixing time to produce a uniform mixture. The feeder system shall ensure

GTR does not become entrained in the exhaust system of the drier or plant and is not exposed to the drier flame at any point after introduction.

5.0 Testing During Mixture Production. Testing of asphalt mixes containing GTR shall not begin until at least 30 minutes after production or per additive supplier's recommendation.

6.0 Construction Requirements. Mixes containing GTR shall have a target mixing temperature of 325 F or as directed by the GTR additive supplier. The additive supplier's recommendations shall be followed to allow for GTR binder absorption/reaction. This

may include holding mix in the silo to allow time for binder to absorb into the GTR. Rolling operations may need to be modified.

7.0 Mix Design Test Method Modification. A formal mixing procedure from the additive supplier shall be provided to the contractor and engineer that details the proper sample preparation, including blending GTR with the binder or other additives. Samples shall be prepared and fabricated in accordance with this procedure by the engineer and contractor throughout the duration of the project.

8.0 Mix design Volumetrics. Mix design volumetric equations shall be modified as follows:

8.1 Additional virgin binder added to offset GTR absorption of binder shall be counted as part of the mix virgin binder

8.2 GTR shall be included as part of the aggregate when calculating VMA of the mix.

8.2.1 GTR SPG shall be 1.15

8.3 VMA shall be calculated as follows:  $VMA = 100 - Gmb(PsGsb + PGTRGGTR)$

*where: Ps=percent aggregate by total mixture weight PGTR=percent GTR by total mixture weight Gsb=bulk specific gravity of the combined aggregate GGTR=GTR specific gravity*

8.4 Gse shall be calculated as follows:  $Gse = (100 - Pb - PGTR)(100Gmm - PbGb - PGTRGGTR)$

8.5 Pbe shall be calculated as follows:  $Pbe = Pb - Pba100*(Ps + PGTR)$

9.0 Minimum GTR Amount. The minimum dosage rate for GTR shall be 5 % by weight of total binder for an acceptable one bump grade or 10 % by weight of total binder for an acceptable two bump grade as detailed in the following table. Varying percentage blends of GTR and approved additives may be used as approved by the engineer with proven performance and meeting the specified requirements of the contract grade.

Contract Binder Grade Percent Effective Virgin Binder Replacement Limits Required  
Virgin Binder Grade Minimum GTR Dosage Rate

PG 76-22 0 - 20 PG 70-22 5 % PG 64-22 10 %

PG 70-22 0 - 30 PG 64-22 5 % PG 58-28 10 %

PG 64-22 0 - 40\* PG 58-28 5 % PG 52-34 10 %

PG 58-28 0 - 40\* PG 52-34 5 % PG 46-34 10 %

\* Reclaimed Asphalt Shingles (RAS) may be used when the contract grade is PG 64-22 or PG 58-28. RAS replacement shall follow the 2 x RAS criteria when calculating percent effective binder replacement in accordance Sec 401.

## Buy America

In addition to Section 106.9 of the Missouri Standard Specifications for Highway Construction, the following requirements will also be in effect for this project.

1.0 Description. The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021. The BIL includes Build America, Buy America Act Publication L. No. 117-58. This provision expands the Buy America requirements beyond what is currently only required for steel and iron products. The steel and iron provisions have not changed with the new bill. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. All other materials and manufactured products permanently incorporated into the project will be subject to Buy America requirements. There are three categories requiring Buy America Certification:

- a) Iron and steel – no changes to the current specification requirements.
- b) Manufactured products – these are currently exempted under the 1983 waiver from FHWA.
- c) Construction materials consisting primarily of:
  - Non-ferrous metals;
  - Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
  - Glass (including optic glass);
  - Lumber; or
  - Drywall

1.1 All products and or materials will only be classified under one of these categories and not under multiple categories. It is the prime contractor's responsibility to assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the job. The implementation of this policy will be in effect for all projects

awarded after November 10, 2022.

1.2 New items designated as construction materials under this requirement will require the prime contractor to submit a material of origin form certification prior to

incorporation into the project. The Certificate of Material origin form (link to certificate form) from the supplier and/or fabricator must show all steps of the manufacturing being completed in the United States. The Certificate of Material form shall be filed with the contract documents.

1.3 Any minor miscellaneous construction material items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. The certification shall read “I certify all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically.” The certification shall be signed by an authorized representative of the prime contractor.

1.4 The National Transportation Product Evaluation Program (NTPEP) compliance program verifies that some non-iron and steel products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and an acceptable standard per 23 CFR 635.410(d). NTPEP compliant suppliers will not be required to submit step certification documentation with the shipment for some selected non-iron and steel materials. The NTPEP compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

2.0 Basis of Payment. Any costs incurred by the contractor by reason of compliance with the above requirements shall be considered as included in and completely covered by the unit price bid for the various items of work included in the contract.

# **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.

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#### **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**

**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 Act 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**

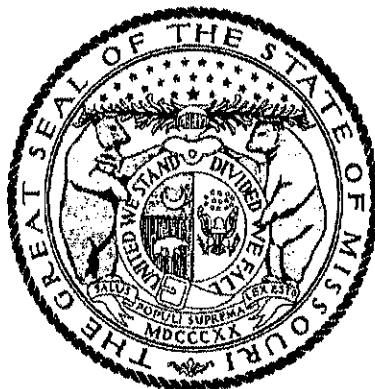
- (a) General – (1) Transactions of \$10,000 or under. Contracts and Subcontractors not exceeding \$10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents 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.

# **APPLICABLE 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 05/26/2023

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.
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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.
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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

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 06/01/2022

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

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

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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  
COUNITIES

	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 rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

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

GROUP 3: (a) Oiler;  
(b) Oiler driver  
(c) Mechanic.

#### HOURLY PREMIUMS:

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .25) ABOVE

GROUP 1 RATE: Dragline operator - 3 yds. & over; shovel 3 yds. & over; clamshell 3 yds. & over; Crane, rigs or piledrivers, 100' of boom or over (incl. jib.), hoist - each additional active drum over 2 drums

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .50) ABOVE

GROUP 1 RATE: Tandem scoop operator; crane, rigs or piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$ .75) ABOVE

GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom or over (including jib.)

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ENGI0101-005 04/01/2022

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 gauge); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high pressure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

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

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

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

Shovels & backhoes, 3 yd. capacity or over.

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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-green loader; boat operator  
(bridges and dams); chip spreader; concrete mixer operator  
- skip loader; concrete plant operator; concrete pump  
operator; crusher operator; dredge oiler; elevating grader  
operator; fork lift; greaser-fleet; hoisting engine - 1;

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

GROUP 3: Boilers - 1; chip spreader (front man); churn drill operator; clef plane operator; concrete saw operator (self-propelled); curb finishing machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; roller operator, other than high type asphalt; screening & washing plant operator; siphons & jets; sub-grading machine operator; spreader box operator, self-propelled (not asphalt); tank car heater operator (combination boiler & booster); tractor operator (50 h.p. or less); Umac, Utric 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 05/05/2022

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

Rates      Fringes

Power equipment operators:

GROUP 1.....	\$ 38.36	28.93
GROUP 2.....	\$ 38.36	28.93
GROUP 3.....	\$ 37.06	28.93
GROUP 4.....	\$ 36.61	28.93

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic -

Truck or Cruiser mounted, 16 tons and over; Crane,  
 Locomotive; crane with boom including jib over 100 ft from  
 pin to pin; Crane using rock socket tool; Derrick, Steam;  
 Derrick Car and Derrick Boat; Dragline, 7 cu yds and over;  
 Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas,  
 Steam & other powers; Pile Driver, Land or Floating; Scoop,  
 Skimmer; Shovel, Power (Electric, Gas, Steam or other  
 powers); Shovel, Power (7 cu yds and over); Switch Boat;  
 Whirley; Air Tugger with air compressor; Anchor Placing  
 Barge; Asphalt Spreader; Athey Force Feeder Loader,  
 self-propelled; Backfilling Machine; Boat Operator - Push  
 Boat or Tow Boat (job site); Boiler, High Pressure Breaking  
 in Period; Boom Truck, Placing or Erecting; Boring Machine,  
 Footing Foundation; Bullfloat; Cherry Picker; Combination  
 Concrete Hoist and Mixer (such as Mixermobile); Compressor,  
 Two 125 CFM and under; Compressor, Two through Four over  
 125 CFM; Compressor when operator runs throttle; Concrete  
 Breaker (Truck or Tractor mounted); Concrete Pump (such as  
 Pumpcrete machine); Concrete Saw (self-propelled); Concrete  
 Spreader; Conveyor, Large (not selfpropelled) hoisting or  
 moving brick and concrete into, or into and on floor level,  
 one or both; Crane, Cimbing (such as Linden); Crane,  
 Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic  
 - Truck or Cruiser mounted - under 16 tons; Drilling  
 machine - Self-powered, used for earth or rock drilling or  
 boring (wagon drills and any hand drills obtaining power  
 from other souces including concrete breakers, jackhammers  
 and Barco equipmnet no engineer required); Elevating  
 Grader; Engine Man, Dredge; Excavator or Powerbelt Machine;  
 Finishing Machine, self- propelled oscillating screed;  
 Forklift; Generators, Two through Six 30 KW or over;  
 Grader, Road with power blade; Greaser; Highlift; Hoist,  
 Concrete and Brick (Brick cages or concrete skips operating  
 or on tower, Towermobile, or similar equipment); Hoist,  
 Three or more drums in use; Hoist, Stack; Hydro-Hammer;  
 Lad-A-Vator, hoisting brick or concrete; Loading Machine  
 such as Barber-Greene; Mechanic on job site  
 GROUP 2: Air Tugger with plant air; Boiler (for power or  
 heating shell of building or temporary enclosures in  
 connection with construction work); Boiler, Temporary;  
 Compressor, One over 125 CFM; Compressor, truck mounted;  
 Conveyor, Large (not self- propelled); Conveyor, Large (not  
 self- propelled) moving brick and concrete (distributing)  
 on floor level; Curb Finishing Machine; Ditch Paving  
 Machine; Elevator (outside); Endless Chain Hoist; Fireman  
 (as required); Form Grader; Hoist, One Drum regardless of

size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in 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; quad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

GROUP 2: A-Frame; asphalt hot-mix silo; asphalt roller operator asphalt plant fireman (drum or boiler); asphalt plant man; asphalt plant mixer operator; backfiller operator; barber-greene loader; boat operator (bridge & dams); chip spreader; concrete mixer operator skip loader; concrete plant operator; concrete pump operator; dredge oiler; elevating graded operator; fork lift; grease fleet; hoisting engine one; locomotive operator narrow guage; multiple compactor; pavement breaker; powerbroom self-propelled; power shield; rooter; slip-form finishing machine; stumpcutter machine; side discharge concrete spreader; throttleman; tractor operator (over 50 hp); winch truck; asphalt roller operator; crusher operator.

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

washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.  
 GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

FOOTNOTE: HOURLY PREMIUMS

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

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 ENGI0513-007 05/05/2022

ST. LOUIS CITY AND COUNTY

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted 16 tons & over; crane locomotive; derrick, steam; derrick car & derrick boat; dragline; dredge; gradall, crawler or tire mounted; locomotive, gas, steam & other powers; pile driver, land or floating; scoop, skimmer; shovel, power (steam, gas, electric or other powers); switch boat; whirley.  
 GROUP 2: Air tugger w/air compressor; anchor-placing barge;

asphalt spreader; at they 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 and any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine  
 GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled

over 2'" during use in connection with construction work;  
sweeper, street; welding machine, one over 400 amp.; winch  
operating from truck; scissor lift (used for hoisting);  
tractor, small wheel type 50 h.p. & under with grader blade  
& similar equipment; Oiler on dredge and on truck crane.  
GROUP 4: Boat operator-outboard motor (job site); conveyor  
(such as con-vay-it) regardless of how used; sweeper, floor

#### HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

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IRON0010-012 04/01/2023

Rates	Fringes
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#### 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
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
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 06/01/2022  
 BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE Counties

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

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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
LABORER		
Dynamiter, Powderman.....	\$ 36.65	17.12
Laborers, Flaggers.....	\$ 36.65	17.12
Wrecking.....	\$ 36.65	17.12

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

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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 nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work;

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

LABO0660-004 05/01/2023

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 nozzleleman; 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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LABO0660-006 03/01/2023

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 36.91	15.62

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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 nozzleleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees;

feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

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

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 nozzleleman,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
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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 cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar 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 nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon

drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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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 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 cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar 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
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
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
Painters:		
Brush and Roller.....	\$ 31.83	15.13
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
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
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
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
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
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
CEMENT MASON/CONCRETE FINISHER...	\$ 36.03	20.50

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PLAS0527-001 04/01/2021

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

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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 06/01/2022

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

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

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PLUM0008-017 06/01/2022

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

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

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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 06/01/2022

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

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

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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
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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 ruck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks:

Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork

trucks; Distributor Drivers and Operators; Agitator and  
Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team;  
Station Wagons; Pickup Trucks; Material Trucks, Single  
Axle; Tank Wagon Drivers, Single Axle  
GROUP 3: Oilers and Greasers - Field

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TEAM0682-002 05/01/2017  
ST LOUIS CITY AND COUNTY

Rates            Fringes

Truck drivers:

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

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

FOOTNOTE FOR TRUCK DRIVERS:

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

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

number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

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

Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>. Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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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 DECISION

# **Applicable Environmental and Cultural Permits and Clearances**

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

Date Completed: 04/26/2023

Completed By: Kyleen Kelly

## Request for Environmental Review Form#:2023-12-00064

☐ Alternative Project Delivery Method (such as Design/Build)

### Project Information

Prefix:	STP	Project Number:	5609617	Bridge Number:	
District:	St. Louis	County:		Sponsor:	City of Breckinridge Hills (by Tina Zimmerman)
				Sponsor Email:	tmzmarket@icloud.
TIP Number:	7104-22	Rte/Street:	ISOLDA AVE null		
MoDOT Job Number:		TIGER Grant Funds:	NA	Is this project on or adjacent to MoDOT Right of Way:	No
Location/Stream Crossing :	ISOLDA AVE				
TMS Project Description - termini (no stations):	REPLACE BRIDGE/SOULERS ISOLDA AVE BR OVER COLDWATER CREEK				
Describe RER project improvements in full detail:	Proposed improvement include: a. Remove existing bridge structure. (Existing bridge plans are unavailable.) b. Replace bridge with a double 12'x9' box culvert. This is a preliminary assessment (by others) that needs to be validated with a hydraulic model. If that structure does not provide a no-rise Wood will model progressively larger hydraulic structures until a no-rise can be achieved. The intent is to provide a hydraulic structure that has a total span of less than 20 feet so it is not classified as a "bridge" and can be removed from the City's Bridge Inventory. c. Typical roadway section over the culvert includes two 11 foot lanes, two 4 foot shoulders, curb and gutter and a 4 foot sidewalk on the West side. d. Roadway improvements include approximately 60 feet of roadway replacement on each side of the bridge. This would include a transition section from existing roadway to proposed typical section. e. Roadway pavement will be asphalt. Curb, gutter and sidewalk will be concrete. f. Sidewalk to be ADA compliant. Note there are no existing sidewalk to connect too. Consultant assumes sidewalk will terminate at a curb ramp at each end. g. No aesthetic improvement are proposed. h. No surface drainage collection or improvements are proposed. Isolda Avenue currently has no curb & gutter or roadway surface drainage features. i. Project includes modification of Metropolitan Sewer District sewer that is under and parallel to the existing roadway; 2 manhole replacements and approximately 147' of pipe replacement.				
District Liaison:	Christopher Caldwell - 314-453-1784	Contact:	Cynthia Simmons - 314-453-1833		
Email:	Christopher.Caldwell2@modot.mo.gov	Email:	Cynthia.Simmons@modot.mo.gov		
Contact:	None selected	Contact:	None selected		
Email:		Email:			
Date Desired:	01/04/2023	Submit Date:	12/05/2022		
Desired A-Date:					
Responsible Individual:	Richard Bennett - (12/5/2022 2:52:30 PM) - 573-424-2405	Submitted By:	Richard Bennett - (12/5/2022 12:00:00 AM) - 573-424-2405		
<b>Existing Condition</b>					
ADT:		Speed Limit:			
Number of Travel Lanes:		Lane Width:			
Shoulder Width:		Curb and Gutter:	Choose One...		
Bridge width, measured		Sidewalks:	Choose One...		

from gutterline to  
gutterline:

**Proposed Design Improvement**

ADT:	Speed Limit:	Design Speed:
Number of Travel Lanes:		Lane Width:
Shoulder Width:		Curb and Gutter: Choose One...
Bridge width, measured from gutterline to gutterline:		Sidewalks: Choose One...
Bridge Length:		Roadway length:
Railroad Crossing	Choose One...	Drainage District (If Applicable): None

**Program Year:**

Preliminary Engineering:	2022	Right of Way:	N/A
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?:

☒ Yes ☐ No

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

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

<b>Additional R/W (acres):</b>	0	<b>Temp Easement (acres):</b>	0	<b>Permanent Easement (acres):</b>	0
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:	0.1 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 memo (attached to RER).

### Average Daily Traffic:

ADT Construction Year: 230

ADT Design Year: 230

### Traffic Impacts:

Road Closure Planned: ☒ Yes ☐ No

Days/Months Closed: 12

Bridge Closure Planned: ☒ Yes ☐ No

Detour > 25 mi rural  
(including local roads) ☐ Yes ☒ No

Detour > 5 mi urban  
(including local roads,  
census defined urban) ☐ Yes ☒ No

Detour Info: Bridge is currently closed. Primary detour routes in use: St. Charles Lane to Elsa Ave, 0.3 Miles worst case detour.

### Bicycle / Pedestrian Consideration

Pedestrian facilities  
considered: Yes

Bicycle facilities  
considered: No

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

☐ Project is in a FEMA-  
identified zone "subject to  
100-year flooding":

*If so, what zone?:*

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?

Please note that **the LPA** is responsible for obtaining the necessary permits for the project. See the following [Airport Link](#)

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

Parkland:

Wetland/404 Permit:

Land Disturbance /  
Stormwater:

Farmland:

Threatened &  
Endangered Species:

Migratory Birds: Are there  
birds nesting on the  
structure? Unknown,

Hazardous Waste:

Cultural Resources:

LPA Comments: None anticipated.

### 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:**

✖USACE 2022-741 NW14  
STP-5609(617).pdf

✖20221216\_FAA-Pre-  
screening Results -  
Equipment Height  
Threshold.pdf

✖100-SL-23 1159 NAE.pdf

✖22FLPLS-  
00028DRAPPR.pdf

✖Breckenridge Hills- TBR  
Photo Log.docx

✖Isolda Bridge Plans- Trees  
TBR.pdf

✖STP-5906(617)  
Breckenridge Hills Cultural  
Heritage Report.pdf

✖Habitat Assessment  
Memo for Isolda Bridge  
Replacement  
Project\_3\_21\_23.docx

✖  
IsoldaAveBridgeReplacement\_Figures\_Photos.pdf

✖  
IsoldaAveBridgeReplacement\_Review  
& Compliance Information Form.pdf

✖STP-  
5906(617)\_J042232.01  
Isolda Bridge ACM and LBP  
RF.pdf

✖STP-5906(617)\_IPaC  
Breckenridge Hills.pdf

✖STP-  
5906(617)\_Breckenridge  
Hills MDC Cultural Heritage  
Map.pdf

✖STP-  
5906(617)\_BHills\_IsoldaPublicComments.pdf

✖Isolda Avenue\_Civil Const  
Plans\_2022-09-19.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 as indicated on the U.S. Census Bureau Urban Area Reference Map. Additionally, no ROW or permanent easements are required for the project. 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 - 12/6/2022 2:47:07 PM

## Floodplain/Regulatory Floodway

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

04/18/2023

Environmental

Response:

UPDATE 4/18/2023: The consultant has provided a copy of the no-rise certificate, which was signed and stamped by a licensed MO engineer on March 9, 2023. The City of Breckenridge Hills submitted a letter, on official letterhead, indicating that the project is in full compliance with the city's floodplain standards and requirements for development, and that the city does not have a formal floodplain development permit. Additionally, the sponsor's consultant confirmed via email (attached) that the city does not have a floodplain development permit. Based on this information, 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 Breckenridge Hills is a current member in the NFIP and has adopted a floodplain management ordinance including floodplain permitting requirements.

LPA Action:

COMPLETE The City of Breckenridge Hills must ensure a licensed engineer prepares a no-rise certification and the City of Breckenridge Hills must issue a floodplain development permit for its project. Upload the no-rise certificate and the approved permit once they are available.

### Attachments:

✕ Re STP-5609(617)  
Breckenridge Hills Approved  
Flood Plain Study.msg

✕ NFIP  
Participation\_Breckenridge  
Hills.JPG

✕ FEMA Firmette Map\_STP-  
5609(617).pdf

☒ Floodplain/Regulatory Floodway Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 4/18/2023 3:26:37 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 - 12/6/2022 2:56:48 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 - 12/7/2022 10:03:53 AM

## ›Socioeconomic Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: The project does not require commercial or residential displacements and no new right of way or easements. The bridge is currently closed and will remain closed for approximately 12 months. There are numerous local/county roads in the surrounding area that will provide short detours for the traveling public. Homes will not be separated from essential emergency/medical services, places of employment, schools, parks, retail, churches, or other community services as a result of the bridge closure. The detour route involves St. Charles Lane to Elsa Ave, for a total detour length of approximately 0.3 mile. The city garnered input for the project at 4 City Council meetings and 2 Public Hearings during the time period of Jan. 1, 2016 and Jan. 31, 2018. Public comments were all related to the safety concerns and poor pavement conditions. At least 5 residents spoke about flat tires as a result of the pot holes on the deteriorating roadway; 22 people commented that they were concerned that the load of emergency vehicles and school buses were serious safety concerns for the at risk population. There is no unresolved public controversy regarding the project and the project will not disproportionately impact EJ communities, including low-income populations or minority populations. Based on a review of EJScreen, there are no EJ populations in the project area. 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.

LPA Action: 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 - 3/2/2023 8:49:32 PM

## Threatened & Endangered Species

Status Information:

☒ No Effect ☐ Pending ☐ Cleared

Clearance Date:

04/04/2023

**Environmental Response:** MoDOT has completed a TE review for the project (effects determination attached). The USFWS IPaC lists the following species for the project area: gray bat, Indiana bat, tricolored bat (proposed endangered), and decurrent false aster. There are no critical habitats within or near the project area. The consultant had not yet received the follow-up MDC report at the time these determinations were completed. In lieu of the follow-up report, the MoDOT contractor reviewed the NHD for known occurrences of state-listed species and species of conservation concern within 1 mile of the project. No occurrences were documented within this distance; therefore, the project will not impact state-protected species. The project will not impact any known caves, and the existing structure is not being used by bats for roosting; the project will have No Effect on the gray bat. The project will require the removal of approximately 0.1 ac of trees. While the removal of approximately 0.1-acre of trees will not jeopardize the continued existence of the tricolored bat, a re-evaluation of project impacts to the tricolored bat will be required if trees are not removed prior to when the final rule is published. At that time, MoDOT will make an effects determination for this species. The trees to be removed are not suitable summer roosting trees for Indiana and northern long-eared bats; the project will have No Effect on Indiana and northern long-eared bats. There is no suitable wetland or marsh habitat within the project area for decurrent false aster; the project will have No Effect on decurrent false aster. This completes the TE requirements for the project.

**LPA Action:** COMPLETE 1. Access the US Fish and Wildlife Service (USFWS) IPaC online tool at <http://ecos.fws.gov/ipac/> to obtain the official list of species for your county. 2. Access the MO Department of Conservation (MDC) online Natural Heritage Review website at <https://naturalheritagereview.mdc.mo.gov/> and generate a report. Contact MDC if the report indicates to do so. Submit the report, and MDC response, if required, to MoDOT. 3. Provide the amount, location, and time of year for tree clearing, or indicate there will be no tree clearing. 4. If there will be tree clearing, photograph the trees so that bark characteristics of the main trunk and large branches, along with any cavities, are clearly illustrated. 5. If the project involves bridgework, photograph the undersides of bridges illustrating any bird nests or unusual staining on the substructure or underside of the deck. 6. 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:**

✖ TE Complete - No Effect  
St. Louis STP-5609(617)  
Isolda Ave over Coldwater  
Creek.msg

✖ STP-5609(617)\_MoDOT  
Effects Determination\_St  
Louis\_Isolda Ave.pdf

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

Last Updated: Kyleen Kelly - 4/4/2023 9:37:11 AM

## Migratory Birds

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

04/04/2023

**Environmental Response:** The consultant completed an inspection of the existing bridge on February 22, 2023 and provided photo documentation for MoDOT review. The consultant did not document any signs of birds nesting on the structure. Additionally, photos provided by the consultant show significant debris accumulation on the underside of the structure, indicating that the stream frequently overtops the existing bridge, making it further unsuitable for nesting birds. Based on this information, there are no concerns related to migratory birds and no conflicts with the MBTA.

**LPA Action:** None.

**Attachments:**

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

Last Updated: Kyleen Kelly - 4/4/2023 9:28:34 AM

## Hazardous Waste Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

03/02/2023

Environmental Response: UPDATE 3/2/2023: A copy of the asbestos and LBP paint report has been uploaded to the RER. Based on the asbestos inspection, a total of 40 linear feet (LF) of natural gas pipe wrap on the structure. A total of six readings were taken to test for LBP; no LBP was identified in any of the samples. 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. INITIAL: Demolition and renovation/replacement of bridges and/or buildings requires an asbestos inspection by a current DNR-certified asbestos inspector and a lead based paint inspection by a lead inspector currently licensed by the MO Department of Health and Senior Services. According to the attached DNR E-START map, there are no Hazardous Substance Investigation and Cleanup Sites and no Regulated Petroleum and Hazardous Substance Storage Tank Facilities in the vicinity of the project area.

LPA Action: Submit the asbestos report, notification, and demolition notice to DNR within 10 working days prior to any demolition or renovation activities. It is recommended that Section 202.40.1.1 of the EPG - Notification of Demolition paragraph be included in contract documents to highlight this requirement.

Attachments:

✕MDNR ESTART  
Mapper\_Breckenridge  
Hills.JPG

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

Last Updated: Kyleen Kelly - 3/2/2023 8:58:07 PM

## Wetland Impact (Section 404/401)

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

04/26/2023

Environmental Response: UPDATE 4/26/2023: The consultant has uploaded a copy of the USACE permit verification letter. The USACE has reviewed the project and determined that the project activity is authorized under Section 404 of the CWA by Nationwide Permit 14: Linear Transportation Projects. Based on this information, nothing further is required. INITIAL: According to the attached USFWS National Wetlands Inventory Mapper, there is one blue line stream mapped within the project area (Coldwater Creek). The project may have impacts to wetlands or waters of the U.S.

LPA Action: UPDATE 4/26/2023: Comply with nationwide permit general conditions, as well as conditions of the Section 401 Water Quality Certification. INITIAL: Although MoDOT staff conducted a desktop review using the USFWS NWI Mapper, the LPA/consultant should conduct and document a field check to determine the presence of wetlands and waters of the U.S. within the project area. If temporary or permanent wetland impacts will result, or if fills will be placed within waters of the U.S., then the project will require submittal to the US Army Corps of Engineers (USACE) for a jurisdictional determination and permit approval. If permanent fill is less than 0.5 acre, the project should qualify for a Nationwide Permit (NWP). Most NWPs are automatically certified for 401 Water Quality Certification. These general water quality conditions as well as USACE Nationwide permit regional conditions, and any other conditions, must be followed during project construction. If a USACE Section 404 permit is required, submit the permit application, MoDOT T&E determinations, and the SHPO letter to the USACE. Upload the permit to the RER once received.

Wetland Permit Information:

404 Permit Number  
MVS-2022-741

Permit Submitted

Permit Received  
4/20/2023

Permit Expiration  
3/14/2026

Compliance Certification Sent

Compliance Certification Received

Attachments:

✕USFWS NWI  
Mapper\_Breckenridge  
Hills.JPG

☒ Wetland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 4/26/2023 11:09:19 AM

## 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 - 12/7/2022 10:10:48 AM

## Cultural Resources Impact (Section 106/Historic 4f)

Status Information:

☐ Pending ☒ Cleared

Clearance Date:

04/17/2023

Environmental Response: UPDATE 4/19/2023: On April 17, 2023, SHPO concurred with a determination of No Historic Properties Affected (SHPO Project No. 100-SL-23). Initial Response: The project requires a Section 106 Review in consultation with MoDOT, the City of Breckinridge, and the State Historic Preservation Officer (SHPO) for identifying potential cultural resources that may be impacted by the project.

LPA Action: UPDATE 4/19/2023: 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 Review and Compliance 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. The report should include photographs of the bridge included in the project area and a statement that this is a 1973 concrete box girder bridge that is covered by the Program Comment for Common Post-1945 Concrete and Steel Bridges. If there are any buildings, structures, or landscape features (such as fences, walls, etc.) 45 years of age or older located within 100 ft of any new right of way or permanent easements, or within 100 ft of any temporary easements associated with sidewalk construction, please also include photographs of these resources, and all resources located on the associated parcel, in your submission to SHPO. The following information should be included regarding archaeological resources: The proposed project includes removal of the existing bridge and replacement with a double 12-foot-x-9-foot box culvert along with replacement of approximately 60 feet of roadway on each side of the bridge. This project is anticipated to require no new right-of-way (ROW) or easements. No additional ROW is expected to be needed. Ultimately, the project will include less than 1 acre of land disturbance and no tree clearing is planned. The proposed project largely appears to be within previously disturbed land and there are no previously recorded archaeological sites within or adjacent to the project area. Therefore, no archaeological survey is recommended for the project.

### Attachments:

✕780-1027 (9-22) Review & Compliance Information Form.pdf

✕inst\_rci\_form.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 Gallow

on

04/19/2023

NA

▼

Approved on:

☒ Cultural Resources Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Elizabeth Gallow - 4/19/2023 4:56:03 PM

## Public Land Impact (Section 4f/6f)

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: According to Google Earth imagery and ArcMap GIS public lands layers, there are no Section 4(f) or Section 6(f) resources in the vicinity of the project area. 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: None.

### Attachments:

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

Checked by: Kyleen Kelly on 12/07/2022

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

Last Updated: Kyleen Kelly - 12/7/2022 10:14:07 AM

## Other

Status Information:

☐ N/A ☐ Pending ☒ Cleared

Clearance Date:

04/18/2023

Environmental Response: UPDATE 4/18/2023: The consultant has provided the results of the FAA Notice Criteria Tool. Based on the results, the project does not exceed notice criteria and does not need to be filed with the FAA. Nothing further is required. INITIAL: The project is within 4 miles of St. Louis Lambert International Airport, an existing public use airport.

LPA Action: COMPLETE Access FAA's Notice Criteria Tool at: <https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredToolForm> After entering improvement information into the FAA tool, filing information will be determined with one of two outcomes: (1) the improvement will need to be filed with the FAA, or (2) the improvement does not meet the FAA's filing requirement and no further action is required. Upload all documentation to the RER. This section does not have to be complete to obtain a NEPA date or A-date but must be completed before the environmental specialist issues All Environmental Issues Cleared.

### Attachments:

☒ Other Screening Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kyleen Kelly - 4/18/2023 3:18:11 PM

## NEPA Classification

NEPA Right-Of-Way Permission: Not Applicable

as determined or approved by: KYLE.GRAYSON@MODOT.MO.GOV

NEPA Approval/Proceed to A-date Request: 04/26/2023

Re-evaluation Date:

NEPA Classification: PCE

This project qualifies for the programmatic categorical exclusion under Item#:

28

All Environmental Issues Cleared: 04/26/2023

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\_04.26.2023.msg

Last Submitted: 04/26/2023 by Kyleen Kelly



**DEPARTMENT OF THE ARMY**  
**U.S. ARMY CORPS OF ENGINEERS, ST. LOUIS DISTRICT**  
**1222 SPRUCE STREET**  
**ST. LOUIS, MISSOURI 63103-2833**

April 20, 2023

Regulatory Branch  
File Number: 2022-741

City of Breckenridge Hills  
9623 St. Charles Rock Road  
St. Louis, MO. 63114

Dear City of Breckenridge Hills :

This letter is in regards to your application, for the project known as Isolda Avenue Bridge. The project includes the removal of the bridge that carries Isolda Ave over Coldwater Creek. The existing structure will be replaced with a new 84' concrete double box culvert with each culvert measuring 9'x8'. Stone revetment will be applied to the banks in support of the new structure. In addition, a new asphalt road will be placed over the culvert with a sidewalk on the west shoulder.

The project is located at 3654 Isolda Ave. The site is located in Section 17, Township 46 North, Range 6 East, St. Louis County. Approximate geographic coordinates for the site are 38.7241°, -90.3710°. Coldwater Creek is primary tributary to the Missouri River.

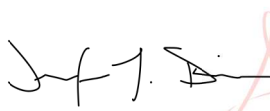
The Corps of Engineers has determined that this activity is authorized under Section 404 of the Clean Water Act by an existing Department of the Army nationwide permit for *Linear Transportation*, Federal Register(s), Reissuance and Modification of Nationwide Permits; Notice (86 FR Page 73574), Appendix A (B)(NWP14). This verification is valid until March 14, 2026, 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 permit expire or are modified, suspended, or revoked, to complete the activity under the present terms and conditions of these nationwide permit. Enclosed is a copy of the nationwide permit and conditions and management practices with which you must comply.

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 MDNR/WPP, at 573-522-1131 or [wpssc401cert@dnr.mo.gov](mailto:wpssc401cert@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. This permit verification does not convey property rights, nor authorize any injury to property or invasion of other rights.

In any correspondence or inquiries, please refer to the File Number **MVS-2022-741**. If you have any questions, please contact me at (314) 331-8579 or [Jennifer.L.skiles@usace.army.mil](mailto:Jennifer.L.skiles@usace.army.mil). I am forwarding a copy of this letter, without enclosures, to Mr. Billy Hackett, MDNR-WPP; Ms. Amy Rubingh, MDNR-SHPO; Ms. Vona Kuczynska, USFWS; Mr. Justin Kensinger, USEPA, Mr. Matt Vitello, MDC and Mr. Michael Sestak, WSP USA. 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).

 Digitally signed by  
SKILES.JENNIFER.LYNN.12749348  
12  
Date: 2023.04.20 14:54:24 -05'00'

Jennifer L. Skiles  
Project Manager  
Regulatory Branch

**Enclosures**

Nationwide Permit 14  
401 Water Quality Certification

ATTACHMENT A

COMPLETED WORK CERTIFICATION

Date of Issuance: April 20, 2023

File Number: MVS-2022-741

Name of Permittee(s): City of Breckenridge Hills

Name of Project: Isolda Avenue Bridge

Project Location: 38.7241, -90.3710

River Basin/County/State: Missouri/St. Louis/Missouri

Project Manager: Skiles

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 or electronically to [MVS-Regulatory@usace.army.mil](mailto:MVS-Regulatory@usace.army.mil):

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.)

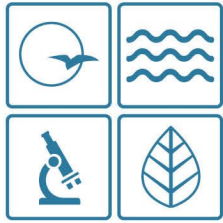
I hereby certify that the work authorized by the above referenced permit has been completed in accordance with the terms and conditions of the said permit, and required mitigation was completed in accordance with the permit conditions.

---

Signature of Permittee

---

Date



**MISSOURI**  
DEPARTMENT OF  
NATURAL RESOURCES

Michael L. Parson  
Governor

Dru Buntin  
Director

April 17, 2023

Tina Zimmerman  
15519 Easy Ridge Court  
St. Louis, MO 63017

Re: **SHPO Project Number: 100-SL-23** – STP-5609(617) - Isolda Avenue Bridge Replacement Project (Bridge #13932), Isolda Avenue, Breckenridge Hills, St. Louis County, Missouri (FHWA)

Dear Tina Zimmerman:

Thank you for submitting information to the State Historic Preservation Office (SHPO) regarding the above-referenced project for review pursuant to Section 106 of the National Historic Preservation Act, P.L. 89-665, as amended (NHPA), and the Advisory Council on Historic Preservation's regulation 36 CFR Part 800, which require identification and evaluation of historic properties.

We have reviewed the information regarding the above-referenced project and have included our comments on the following page(s). Please retain this documentation as evidence of consultation with the Missouri SHPO under Section 106 of the NHPA. SHPO concurrence does not complete the Section 106 process as federal agencies will need to conduct consultation with all interested parties. **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.**

If you have questions please contact the SHPO at (573) 751-7858 or call/email Kevin McHugh, (573) 522-4641, [kevin.mchugh@dnr.mo.gov](mailto:kevin.mchugh@dnr.mo.gov). If additional information is required please submit the information via email to [MOSection106@dnr.mo.gov](mailto:MOSection106@dnr.mo.gov).

Sincerely,

STATE HISTORIC PRESERVATION OFFICE

Toni M. Prawl, PhD  
Director and Deputy  
State Historic Preservation Officer

c: Richard Bennett, WSP USA  
Michael Meinkoth, MoDOT  
Taylor Peters, FHWA  
Kathy Warner, WSP USA



**SHPO Project Number: 100-SL-23** – STP-5609(617) - Isolda Avenue Bridge Replacement Project (Bridge #13932), Isolda Avenue, Breckenridge Hills, St. Louis County, Missouri (FHWA)

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COMMENTS:

We have reviewed the information provided for the above-referenced project. We concur that Bridge #13932, St. Louis County, Missouri is covered by the Program Comment for Common Post-1945 Concrete and Steel Bridges. We also concur that the remaining eight architectural resources are **not eligible** for the National Register of Historic Places (NRHP), and that there will be **no historic properties affected** by the proposed undertaking. We have no objection to the initiation of project activities.

## MEMO TO FILE

Request Number: 2023-12-00064; LPA Project Number: STP-5609(617); County: St. Louis; Sponsor: City of Breckinridge Hills

Review Completed by MoDOT Contractor: 4/3/2023

Project Code: 2023-0047716

Federal Species: Gray bat, Indiana bat, tricolored bat (proposed endangered), decurrent false aster

State-Listed Species/State Species of Conservation Concern: No occurrences within 1.0 mile of project

### **Subject: Bridge Replacement on Isolda Avenue over Coldwater Creek**

MoDOT's environmental contractor reviewed all documentation generated and submitted by the sponsor (City of Breckenridge Hills) and consultant (WSP) including the USFWS IPaC Official Species List, MDC Natural Heritage Review Level 3 initial report, RER project description, consultant threatened and endangered species determinations, and preliminary plans. The environmental contractor also reviewed the Missouri Natural Heritage Database (NHD 2022), and Missouri Speleological Survey Cave Database (MSS 2022) for additional resource information in and around the project area. The proposed project involves the replacement of an existing bridge (No. 13932) on Isolda Avenue over Coldwater Creek. The existing bridge will be replaced with a new double-cell 12-ft by 9-ft box culvert on the existing alignment.

The USFWS IPaC lists the following species for the project area: gray bat, Indiana bat, tricolored bat (proposed endangered), and decurrent false aster. There are no critical habitats within or near the project area. The consultant had not yet received the follow-up MDC report at the time these determinations were completed. In lieu of the follow-up report, the MoDOT contractor reviewed the NHD for known occurrences of state-listed species and species of conservation concern within 1 mile of the project. No occurrences were documented within this distance; therefore, the project will not impact state-protected species.

***NOTE:*** *The IPaC species list contains the monarch butterfly (candidate for listing under the ESA). However, candidate status does not provide species protection under the listing process, and neither consultation nor conference, formal or informal, is required on Federal-aid highway projects for candidate species under the ESA Section 7 requirements. Per guidance received from USFWS on 1/5/2021, conferencing for monarchs is not required unless MoDOT is receiving funding from the USFWS. Because there is no USFWS funding associated with this project, MoDOT has not made an effects determination for this species.*

**Gray bat:** Gray bats are cave obligate species which congregate in maternity or bachelor colonies in the summer, utilizing dome cave and mine habitat, and mixed colonies during winter hibernation in vertical or pit-type caves and mines. Gray bats utilize stream corridors for foraging spring through fall. Gray bats have been recorded statewide except for in northwest Missouri. According to a review of the NHD, the nearest gray bat record is over 15 miles from the project limits. A review of the MSS cave database indicated that the nearest cave is located more than 5 miles from the project limits. The consultant completed an inspection of the existing bridge on February 22, 2023 and provided photo documentation for MoDOT review. The consultant did not document any signs of bats roosting on the structure (no guano; staining; dripping; live/dead bats). Additionally, photos provided by the consultant show significant debris accumulation on the underside of the structure, indicating that the stream frequently overtops the existing bridge, making it further unsuitable for roosting bats. The consultant indicated the project would not impact the gray bat due to the absence of caves within the project

area. Based on the distance to the nearest gray bat occurrence and cave, and because the existing structure is not being used for roosting, MoDOT agrees that the project will have No Effect on the gray bat.

**Indiana bat:** Indiana bats hibernate during winter in caves and spend the breeding season in forested areas of the state where they may utilize suitable summer roost trees. Roosting and maternity habitat consists primarily of live or dead hardwood trees which have shingle-like bark, providing space for bats to roost underneath. This species could occur anywhere in Missouri where suitable habitat exists. According to the NHD, the nearest Indiana bat occurrence is over 15 miles from the project area.

The consultant indicated that there would be approximately 0.1-acre of tree removal required for the project. All tree removal will occur within 100-ft of the existing roadway surface. The consultant completed a habitat assessment of the trees to be removed by the project and determined that none of the trees are suitable summer roosting habitat for Indiana bats and that the project would not impact Indiana bats. Photo documentation was provided to MoDOT for review. MoDOT reviewed the consultant's photos and agrees with their assessment; all trees to be removed lack exfoliating bark, crack, crevices or other damage that would make them suitable summer roosting trees. Based on the lack of suitable roost trees to be removed by the project, MoDOT agrees that the project will have No Effect on the Indiana bat.

**Tricolored bat:** The tricolored bat was proposed for listing (proposed endangered) under the Endangered Species Act on September 13, 2022. The final rule for this species has not yet been finalized. During the winter, tricolored bats hibernate in caves and mines, although in areas where caves are sparse, tricolored bats may hibernate in culverts, tree cavities, or abandoned water wells. During the summer months, tricolored bats roost in trees, primarily among leaves and leaf clusters. According to the NHD, the nearest record of tricolored bat is over 15 miles from the project limits. While the removal of approximately 0.1-acre of trees will not jeopardize the continued existence of the tricolored bat, a re-evaluation of project impacts to the tricolored bat will be required if trees are not removed prior to when the final rule is published. At that time, MoDOT will make an effects determination for this species.

**Decurrent false aster:** Decurrent false aster is a wetland plant of wet prairies, marshes, lake shores, riverbanks, old fields, roadsides, and mudflats. In Missouri, natural populations have only been found north of St. Louis. According to the NHD, the nearest occurrence of decurrent false aster is over 10 miles from the project limits. The consultant determined that the project would have No Effect on decurrent false aster based on the lack of suitable habitat. The MoDOT contractor reviewed locations of mapped floodplains and wetlands, as well as photo documentation of the project area and agrees that suitable habitat for decurrent false aster is absent. The project area is located in a heavily urbanized and disturbed area and lacks the habitat required for the species. Based on the lack of suitable habitat, MoDOT agrees that the project will have No Effect on decurrent false aster.

**Migratory birds:** The consultant completed an inspection of the existing bridge on February 22, 2023 and provided photo documentation for MoDOT review. The consultant did not document any signs of birds nesting on the structure. Additionally, photos provided by the consultant show significant debris accumulation on the underside of the structure, indicating that the stream frequently overtops the existing bridge, making it further unsuitable for nesting birds. Based on this information, there are no concerns related to migratory birds and no conflicts with the MBTA.

As the designated non-federal representative of FHWA for USFWS Section 7 ESA requirements, MoDOT has determined the project will have No Effect on the gray bat, northern long-eared bat, and decurrent false aster.

The project will not jeopardize the continued existence of the tricolored bat, but will require a re-evaluation of impacts if trees are not removed before the proposed rule becomes effective. There are no state-listed/protected species or MBTA concerns.

Kyleen Kelly  
Environmental Contractor  
(913) 748-2620  
MoDOT-Design  
601 West Main Street, PO Box 270  
Jefferson City, MO



**CITY OF BRECKENRIDGE HILLS, MO**  
**9623 St. Charles Rock Road, Breckenridge Hills, MO 63114**  
**314-427-6868 [breckenridge-hills.org](http://breckenridge-hills.org)**

February 24, 2023

Missouri Department of Transportation  
1590 Woodlake Drive  
Chesterfield, MO 63017

RE: BRECKENRIDGE HILLS, MO  
STP PROJECT #5609 (617)  
FLOODPLAIN DEVELOPMENT COMPLIANCE

Dear MoDOT Representative,

The Isolda Bridge Project is in full compliance with the city's Floodplain Standards and Requirements for Development.

No restrictions or changes to the project are needed.

Please let me know if you have questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jack Shrewsbury", with a large, stylized flourish at the end.

Jack Shrewsbury  
Mayor  
City of Breckenridge Hills, MO  
314-427-6868



February 24, 2023

15933 Clayton Road, Suite 110  
St. Louis, Missouri 63011  
+1 (636) 493-8879

wsp.com

Mr. Jack Shrewsbury  
Mayor, City of Breckenridge Hills

**Re: Scope of Work and Cost Estimate Change Order Isolda Bridge Replacement Project STP-5609(617)  
Breckenridge Hills, MO.**

Dear Mr. Shrewsbury:

Per email and conversations with Tina Zimmerman over the last week, WSP has prepared this request in reference to this project. The engineering cost overrun is due to out-of-scope design work resulting from the revision of a Metropolitan Sewer District (MSD) sewer pipe under the existing bridge. This MSD revision was not anticipated when the engineering cost was developed for the original project grant application. This is a conservatively low estimate for the additional labor and expenses needed to finish the work. Had the work remained within scope, WSP would have completed this work at or under budget. In summary, these are the remaining tasks for this project. A detailed list including anticipated schedule is attached shown on the MoDOT LPA PS&E checklist format.

- ▶ Complete NEPA (environmental) field review and all related submittals.
- ▶ Complete engineering plans including at traffic control plan and comments from MSD and submit to MoDOT for review.
- ▶ Complete utility coordination including coordination with MSD related to sewer revision.
- ▶ Develop project specifications and proposal package following the MoDOT format.
- ▶ Develop the engineers estimate.
- ▶ Submit final Plans, Specifications and Estimate (PS&E) package to MoDOT for review.
- ▶ Respond to all MoDOT comments as required.
- ▶ Ongoing project management and quality assurance of all products.

**Project Assumptions**

WSP's ability to adequately provide the services outlined above is contingent on the following critical assumptions:

- ▶ MoDOT reviews at each stage will be complete and only require one set of revisions.
- ▶ No significant environmental issues discovered.
- ▶ State Historic Preservation Office (SHPO) will take no more than 30 days and will not impose additional requirements.

Breckenridge Hills STP-5609(617) Isolda Ave Bridge							
Company	Discipline	Estimated by	Rev			Date	
WSP Environment & Infrastructure, Inc.	Final Engineering, NEPA	REB	1			02/22/23	
Final Phase Proposed Scope							
<b>Final Phase of Engineering and NEPA Clearance</b> NEPA Data and Submittals: Field Review Agency Submittals (USF&W, COE, SHPO, MDC, MoDOT) Final Phase of Engineering: Traffic Control Plan Plans Revisions from MoDOT and MSD comments Utility Coordination, MSD, Others Various MoDOT Checklist Items (RR documentation, design exception, etc.) Specification, Proposal Development, Final Plans, Field Review if needed Engineers Estimate Development PM, QA/QC of all plans and documentation							
Task Description	Labor Categories						
		Project Manager	Senior Engineer	Design Engineer	Senior Environmental Professional	Environmental Professional	Admin
		\$145.00	\$125.00	\$120.00	\$140.00	\$80.00	\$75.00
<b>Scope of Services</b>							
NEPA Data and Submittals:							
Field Review						8	
Agency Submittals (USF&W, COE, SHPO, MDC, MoDOT)		2			8	16	
Final Phase of Engineering:							
Traffic Control Plan		1	8	2			
Plans Revisions from MoDOT and MSD comments			2	12			
Utility Coordination, MSD, Others		2	2	2			
Various MoDOT Checklist Items (RR documentation, design exception, etc.)		2	6	2			
Specification, Proposal Development, Final Plans, Field Review if needed		3	6	4			
Engineers Estimate Development		2	6	2			
PM, QA/QC of all plans and documentation		8	12	2			4
<b>Subtotal Man-Hours by Labor Category</b>		20	42	26	8	24	4
<b>Subtotal Fee by Labor Category</b>		\$2,900.00	\$5,250.00	\$3,120.00	\$1,120.00	\$1,920.00	\$300.00
<b>Total Man-Hours by Labor Category</b>		20	42	26	8	24	4
<b>Total Fee by Labor Category</b>		\$2,900.00	\$5,250.00	\$3,120.00	\$1,120.00	\$1,920.00	\$300.00
<b>TOTAL LABOR (ROUNDED)</b>	\$14,600.00						
<b>TOTAL DIRECT COST ESTIMATE (ROUNDED)</b>	\$400.00						
<b>TOTAL ESTIMATE (ROUNDED)</b>	\$15,000.00						
<b>Direct Costs</b>							
Mileage for site work and meetings - 2 Field Visits, 1 Agency Meeting		\$	400.00				
<b>ASSUMPTIONS/DATA NEEDS:</b>							
MoDOT reviews will require: 1 set of revisions for preliminary review, 1 set of revisions for final PS&E review. No significant environmental issues discovered. SHPO approval will take 30 days or less and will not impose additional requirements.							
<b>EXCLUSIONS:</b>							
Major design changes from MSD, other utilities, MoDOT, other agencies exceeding those listed above. Incomplete review comments from MSD, other utilities, MoDOT, other agencies requiring multiple reviews.							

ORIGINAL PROJECT BUDGET	\$	59,194.00
NEW PROJECT TOTAL	\$	74,194.00



Based on the additional work described above a total of **\$15,000** is requested. An itemized budget for this additional cost is attached. WSP appreciates the opportunity to do this work for Breckinridge Hills. If you have any questions regarding this proposal or wish to discuss this in more detail, please feel free to contact me.

Sincerely,

Richard E. Bennett  
Lead Consultant, Civil Engineer  
+1 (573) 424-24050  
richard.e.bennett@wsp.com

---

**Authorization**

Please sign below and return one copy as authorization for our staff to begin work.

Signature

\_\_\_\_\_

Date

Print Name/ Title

\_\_\_\_\_

Agency/Firm

FROM: Metropolitan St. Louis Sewer District

MSD Development Review/Permits Department

RE: Project: [22MSD-00411](#), Isolda Avenue Bridge Street Improvements

DATE: 5/12/2023

Permits for the above referenced project have been created and are ready for pick-up.

Please contact the MSD Development Review/Permits Department at (314) 768-6272 to have your drainlayer added to the project or if you have any questions.

**Note to Awarded Contractor: It is your responsibility to pick up this permit from MSD.**



## **ASBESTOS AND LEAD-BASED PAINT SURVEYS**

**ISOLDA BRIDGE REPLACEMENT  
ISOLDA AVENUE NORTH OF ST. CHARLES LANE  
BRECKENRIDGE HILLS, MISSOURI**

Prepared for:  
**WSP ENVIRONMENT AND INFRASTRUCTURE  
BALLWIN, MISSOURI**

Prepared by:  
**GEOTECHNOLOGY, LLC  
ST. LOUIS, MISSOURI**

Date:  
**JANUARY 10, 2023**

Geotechnology Project No.:  
**J042232.01**

SAFETY  
QUALITY  
INTEGRITY  
PARTNERSHIP  
OPPORTUNITY  
RESPONSIVENESS



January 10, 2023

Mr. Rick Bennett, P.E., PTTOE  
Senior 2-Engineer-Civil  
WSP Environment and Infrastructure  
15933 Clayton Road, Suite 110  
Ballwin, Missouri 63011

Re: Asbestos and Lead-Based Paint Surveys  
Isolda Avenue Bridge Replacement  
Isolda Avenue North of St. Charles Lane  
Breckenridge Hills, Missouri  
Geotechnology Project No. J042232.01

Dear Mr. Bennett:

In accordance with our proposal P042232.01, dated October 18, 2022, Geotechnology, LLC (Geotechnology) is pleased to provide this survey report for the referenced project. Our scope of services included a site survey and material sampling of suspect asbestos containing materials (ACM), laboratory analysis of samples, lead-based paint (LBP) XRF screening, and a letter report.

#### **SITE AND PROJECT DESCRIPTION**

The subject property consists of an approximately 40-foot-long, two-lane bridge located north of the intersection of St. Charles Lane and Isolda Avenue in Breckenridge Hills, Missouri. The purpose of the asbestos survey and lead-based paint survey was to identify building materials or components that may require abatement prior to demolition activities.

#### **ASBESTOS SURVEY**

The objective of the asbestos survey was to identify potential ACM in suspect building materials located at the subject bridge. In general conformance with the National Emission Standards for Hazardous Air Pollutants (NESHAP), the Missouri Department of Natural Resources (MDNR) requirements, and St. Louis County requirements, the survey was conducted on December 20, 2022, by Mr. Seth Lamble, a Missouri-licensed asbestos inspector. Copies of Mr. Lamble's training certificate and inspector license are included in Appendix A.

Samples were collected in general conformance with the NESHAP, MDNR, and St. Louis County requirements. The identified suspect ACM were subdivided into homogeneous areas (an area of surfacing material, thermal system insulation material or miscellaneous material that



is uniform in color and texture). Samples were collected from each identified homogeneous area, consistent with industry practice.

Using standard chain-of-custody procedures, the suspect ACM samples were submitted to QuanTEM Laboratories of Oklahoma City, Oklahoma, a National Voluntary Laboratory Accreditation Program (NVLAP)-accredited laboratory, for identification by Polarized Light Microscopy (PLM) coupled with dispersion staining, according to the test method, "Method for Determination of Asbestos in Bulk Building Materials" (EPA/600/R-93/116). Separable layered samples were analyzed by layer. A copy of the asbestos survey summary is included in Appendix B.

### **ASBESTOS RESULTS**

Laboratory analyses of the submitted samples detected the presence of asbestos greater than one percent in the following material at the structure.

**TABLE 1**  
**ASBESTOS-CONTAINING MATERIAL SUMMARY**

<b>Isolda Bridge</b>	<b>Estimated Quantity</b>
Natural Gas Pipe Wrap	40 LF

Geotechnology will not be able to represent that the site contains no asbestos beyond that detected or observed by Geotechnology during the survey. Furthermore, the quantities listed in the asbestos survey summary sheets in Appendix B should be considered approximate only. For bidding purposes, we strongly recommend that contractors prepare abatement bids only after conducting site reconnaissance. Copies of the asbestos laboratory analytical results are included in Appendix C. A drawing indicated the location of the identified ACM pipe wrap is included in Appendix D.

### **LEAD-BASED PAINT SURVEY**

An LBP survey of painted surfaces was conducted for the subject bridge in general accordance with the HUD Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (HUD Guidelines) of June 1995 (updated July 2012). The LBP survey was performed by Mr. Seth Lamble, a Missouri-licensed Lead Inspector, on December 20, 2022. Copies of Mr. Lamble's training certificate and lead inspector license are included in Appendix A. The purpose of the LBP survey was to provide a professional opinion as to the potential extent of lead-based painted components, which may require future remedial action. A Niton XRF Spectrum Analyzer, Model XLp 702A, was used to identify the total lead content of surface coatings (e.g., paints, varnishes, etc.) in units of milligrams of lead per square centimeters of surface area (mg/cm<sup>2</sup>).



Lead-based paint is generally defined as a surface coating containing greater than or equal to 1.0 mg/cm<sup>2</sup> lead. Total lead content should not be confused with Toxicity Characteristic Leaching Procedure (TCLP) lead content used to determine if lead is present at levels deemed at hazardous (5 ppm). Geotechnology is not aware of a definitive relationship between total lead content and TCLP lead content.

### **LEAD-BASED PAINT SURVEY RESULTS**

The survey included accessible areas of the subject structure. A total of six XRF readings and six calibration readings were obtained during the survey. The six XRF readings were negative.

The Niton XRF Spectrum Analyzer 702 Series was calibrated against manufacturer-supplied standards at the beginning and end of the survey. The LBP XRF calibration and survey logs, which contain the XRF screening locations and results collected during the survey, are included in Appendix E.

### **RECOMMENDATIONS**

The results of the laboratory analysis indicated the presence of asbestos in the pipe wrap (see inventory sheets and site sketches for ACM locations). Our recommendations are summarized below:

- The identified pipe tape/wrap appears to be Friable ACM and should be removed by a licensed abatement contractor prior to demolition or renovation activities that may impact this material.
- For demolition and renovation projects which require the removal of friable and/or Category I Non-Friable and/or Category II Non-Friable ACM, NESHAP, MDNR, and St. Louis County notifications are required.
- Third party clearance sampling and testing may be required.
- If suspect LBP is uncovered in the process of demolition activities that was not evaluated as a part of this survey, additional evaluation is recommended.

Geotechnology has generated environmental demolition project specifications and performed third-party monitoring on similar projects and would be pleased to submit a proposal to conduct those services at your request.

\* \* \* \* \*



The following attachments are included in and complete this report:

- Appendix A - Certificates and Licenses of Environmental Professional
- Appendix B - Asbestos Survey Summary
- Appendix C - Asbestos Laboratory Data Sheets
- Appendix D - Site Sketch with ACM Location
- Appendix E - Lead-Based Paint Survey Log
- Appendix F - Limitations of Report

\* \* \* \* \*

We appreciate the opportunity to be of continued service. If you have any questions or comments, please contact me at (314) 997-7440.

Very truly yours,

**GEOTECHNOLOGY, LLC**

Duane T. Kreuger, R.G.  
Operations Manager

SPL/DTK:spl/jsj



## **APPENDIX A**

### **CERTIFICATES AND LICENSES OF ENVIRONMENTAL PROFESSIONAL**



2200 Vandalia Street, Collinsville, IL 62234 \* Phone: 618-855-8764

## Environmental and Occupational Safety & Health Training

***Does hereby certify***

**Seth Lamble**

11816 Lackland Road Suite 150, St. Louis, MO 63146

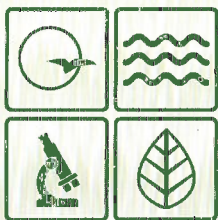


*Has successfully completed and passed the course examination with at least  
70% for re-accreditation under AHERA (Title II)*

## Asbestos Building Inspector Refresher

**Class Date:** 02/18/2022  
**Examination Date:** 02/18/2022  
**STC Certificate Number:** STC-20220218-003269ABIR  
**Certification Expiration:** 02/18/2023

David M. Mendoza – President/Training Director  
Certified Environmental Specialist  
OSHA Authorized Instructor



# Missouri Department of NATURAL RESOURCES

dnr.mo.gov

Michael L. Parson, Governor

Dru Buntin, Director

February 28, 2022

Seth P Lamble  
11816 Lackland Rd Ste 150  
St Louis, MO 63146

## RE: Missouri Asbestos Occupation Certification Card

Enclosed is your certification card for Asbestos Inspector, as issued by the Asbestos Unit of the Missouri Department of Natural Resources' Air Pollution Control Program.

Missouri Certification Number: 7118021822MOIR17911

Course Training Date: February 18, 2022

Missouri Certification Approval Date: March 01, 2022

Missouri Certification Expiration Date: March 01, 2023

### Note:

- All Missouri-certified asbestos personnel must comply with the following statutes and regulations:
  - Sections 643.225 to 643.250, RSMo;
  - 10 CSR 10-6.241 *Asbestos Projects-Registration, Abatement, Notification, Inspection, Demolition, and Performance Requirements*; and
  - 10 CSR 10-6.250 *Asbestos Projects-Certification, Accreditation and Business Exemption Requirements*.
- To keep your occupation certification up-to-date, you must complete an annual refresher course and submit a renewal application each year.
- In order to be eligible to renew your certification, you must successfully complete a refresher course with a Missouri-accredited training provider within 12 months of the expiration date of your current training certificate. If you exceed this grace period, you will be required to retake a Missouri-accredited initial course in order to be eligible for Missouri certification.

To obtain a copy of the certification renewal application, or review regulations and requirements, please visit our website at <http://dnr.mo.gov/env/apcp/asbestos/index.htm>.

If you have any questions please call the Air Pollution Control Program at 573-751-4817.

## AIR POLLUTION CONTROL PROGRAM

Director of Air Pollution Control Program



CERTIFICATION NUMBER:

**7118021822MOIR17911**

THIS CERTIFIES

**Seth P Lamble**

HAS COMPLETED THE CERTIFICATION

REQUIREMENTS FOR

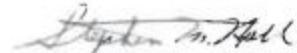
**Inspector**



APPROVED: **03/01/2022**

TRAINING DATE: **02/18/2022**

EXPIRES: **03/01/2023**



Director of Air Pollution Control Program

**STATE OF MISSOURI**  
**DEPARTMENT OF HEALTH AND SENIOR SERVICES**

**LEAD OCCUPATION LICENSE REGISTRATION**

Issued to:

**Seth P. Lamble**

The person, firm or corporation whose name appears on this certificate has fulfilled the requirements for licensure as set forth in the Missouri Revised Statutes 701.300-701.338, as long as not suspended or revoked, and is hereby authorized to engage in the activity listed below.

**Lead Inspector**  
Category of License

Issuance Date: **4/25/2022**  
Expiration Date: **4/25/2024**  
License Number: **160425-300004897**



*Paula F. Nickelson*

Paula F. Nickelson  
Acting Director  
Department of Health and Senior Services



## **APPENDIX B**

### **ASBESTOS SURVEY SUMMARY**

# ASBESTOS SURVEY SUMMARY

Page 1 of 1

Inspection Date: December 20, 2022  
 Inspector: Seth Lamble  
 Site Address: Bridge of Isolda Avenue North of St.  
 Charles Lane

Geotechnology, LLC Project No.: J042232.01  
 Project Name: Isolda Avenue Bridge  
 Type of Structure: Concrete Bridge

Homogeneous Area Number/Location	Type of Material	Quantity/Condition <sup>1</sup>	Sample I.D.	Location of Sampled Material/Substrate	Friability Category	Asbestos	
						Type	%
1	Bridge Span Concrete	600 SF	1A	North Side of Bridge	NF II	ND	ND
			1B	South Side of Bridge	NF II	ND	ND
			1C	Southeast Area of Bridge	NF II	ND	ND
2	Sidewalk Concrete	180 SF	2A	Northeast Area of Sidewalk	NF II	ND	ND
			2B	Northwest Area of Sidewalk	NF II	ND	ND
			2C	Southeast Area of Sidewalk	NF II	ND	ND
3	Natural Gas Pipe Wrap	40 LF	3A	North Side of Pipe	F	CH	10
			3B	North Side of Pipe	F	NA	NA
			3C	Central Portion of Pipe	F	NA	NA

LF=Linear Feet      NF=Non-Friable      CH=Chrysotile      PACM=Presumed Asbestos Containing Material      ND=Non-Detect  
 SF=Square Feet      F = Friable      AM=Amosite      PTC=Point Count      NA=Not Analyzed per stop 1st positive  
 1 = Note If Poor Condition (P)



## **APPENDIX C**

### **ASBESTOS LABORATORY DATA SHEETS**



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

## Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 353688

Account Number: C039

Date Received: 12/22/2022

Received By: Baylie Longstreth

Date Analyzed: 12/30/2022

Analyzed By: Cassie Sanborn

Methodology: EPA/600/R-93/116

Client: Geotechnology, Inc.

11816 Lackland Rd., STE 150

St. Louis, MO 63146

Project: Isolda Avenue Bridge Replacement

Project Location: Breckenridge Hills, Missouri

Project Number: J042232.01

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
001	1A	Homogeneous	Gray Concrete	Asbestos Not Present	NA	CaCO3 Sand
002	2B	Homogeneous	Gray Concrete	Asbestos Not Present	NA	CaCO3 Sand
003	3C	Homogeneous	Gray Concrete	Asbestos Not Present	NA	CaCO3 Sand
004	2A	Homogeneous	Gray Concrete	Asbestos Not Present	NA	CaCO3 Sand
005	2B	Homogeneous	Gray Concrete	Asbestos Not Present	NA	CaCO3 Sand
006	2C	Homogeneous	Gray Concrete	Asbestos Not Present	NA	CaCO3 Sand
007	3A	Homogeneous	Black Pipe Wrap	Asbestos Present Chrysotile 10	Glass Fiber 5	Tar Binder

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested.

NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods.

This report may not be used to claim product endorsement by NVLAP or any agency of the US Government.

This report may not be reproduced except in full, without the written approval of the laboratory.



2033 HERITAGE PARK DR, OKLAHOMA CITY, OK 73120 | 1.800.822.1650

## Polarized Light Microscopy Asbestos Analysis Report

Quantem Lab No. 353688 Client: Geotechnology, Inc.  
Account Number: C039 11816 Lackland Rd., STE 150  
St. Louis, MO 63146  
Date Received: 12/22/2022  
Received By: Baylie Longstreth  
Date Analyzed: 12/30/2022 Project: Isolda Avenue Bridge Replacement  
Analyzed By: Cassie Sanborn Project Location: Breckenridge Hills, Missouri  
Methodology: EPA/600/R-93/116 Project Number: J042232.01

Quantem Sample ID	Client Sample ID	Composition	Color / Description	Asbestos (%)	Non-Asbestos Fiber (%)	Non Fibrous
008	3B	Homogeneous	** Pipe Wrap	**	Not Analyzed	
Positive Stop						
009	3C	Homogeneous	** Pipe Wrap	**	Not Analyzed	
Positive Stop						

*Cassie Sanborn*

Cassie Sanborn, Laboratory Analyst

12/30/2022

Date of Report

Unless otherwise noted, upon receipt the condition of the sample was acceptable for analysis.

Quantem is a NVLAP accredited Testing PLM laboratory (Lab Code: 101959-0). This report relates only to the specific items tested.

NVLAP accreditation applies only to analysis performed utilizing EPA/600/M4-82-020 and EPA/600/R-93/116 methods.

This report may not be used to claim product endorsement by NVLAP or any agency of the US Government.

This report may not be reproduced except in full, without the written approval of the laboratory.



# ASBESTOS CHAIN OF CUSTODY

2033 Heritage Park Drive, Oklahoma City, OK 73120-7502  
(800) 822-1650 • (405) 755-7272 • Fax: (405) 755-2058

Page 1 of 1

## LEGAL DOCUMENT - PLEASE PRINT LEGIBLY

For Lab Use Only

Lab No. 353688

☒ Accept ☐ Reject

Contact Information		Project Information	
Company: <b>Geotechnology, LLC</b>	Phone: <b>(314) 997-7440</b>	Project Name: <b>Isolda Avenue Bridge Replacement</b>	Report Results ( <input checked="" type="checkbox"/> one box) <input type="checkbox"/> QuanTEM Website <input checked="" type="checkbox"/> Email <u>slamble@geotechnology.com</u> <input type="checkbox"/> Other _____
Contact: <b>Seth Lamble</b>	Cell Phone: <b>(314) 304-5871</b>	Project Location: <b>Breckenridge Hills, Missouri</b>	
Account #: <b>C039</b>	E-mail: <u>slamble@geotechnology.com</u>	Project ID: <b>J042232.01</b>	
SAMPLED BY: Name: <b>Seth Lamble</b>	Date: <b>12/20/22</b>	P.O. Number: <b>GTI-5173-2022</b>	

RELINQUISHED BY	DATE & TIME	VIA	RECEIVED BY	DATE & TIME
<i>[Signature]</i>	<b>12/20/22 1030</b>	<b>Fedex</b>	<i>[Signature]</i>	<b>12/22/22 9:35</b>

### REQUESTED SERVICES (Please ☒ the Appropriate Boxes)

PLM	PLM	TEM	TEM	TURNAROUND TIME
<input checked="" type="checkbox"/> Bulk Analysis (EPA 600/R-93/116)	<input type="checkbox"/> Vermiculite Attic Insulation (EPA 600/R-04/004)	<input type="checkbox"/> Air- AHERA	<input type="checkbox"/> Bulk- Presence / Absence EPA600/R-93/116	<input type="checkbox"/> Rush
<input type="checkbox"/> 400 Point Count	<input type="checkbox"/> Other	<input type="checkbox"/> Air- NIOSH 7402	<input type="checkbox"/> Bulk- Quantitative [weight%]- Chatfield	<input type="checkbox"/> Same Day
<input type="checkbox"/> 1000 Point Count		<input type="checkbox"/> Air- ISO 10312	<input type="checkbox"/> Dust- Presence / Absence	<input type="checkbox"/> 24 - Hour
<input type="checkbox"/> Gravimetric Preparation		<input type="checkbox"/> Drinking Water- EPA 100.2	<input type="checkbox"/> Dust- Quantitative [fibers/sq.cm]- ASTM D5755	<input type="checkbox"/> 3 - Day
<input type="checkbox"/> Particle ID	<input type="checkbox"/> PCM	<input type="checkbox"/> Waste Water- EPA 600/4-83-043	<input type="checkbox"/> Other	<input checked="" type="checkbox"/> 5 - Day
	<input type="checkbox"/> NIOSH 7400			

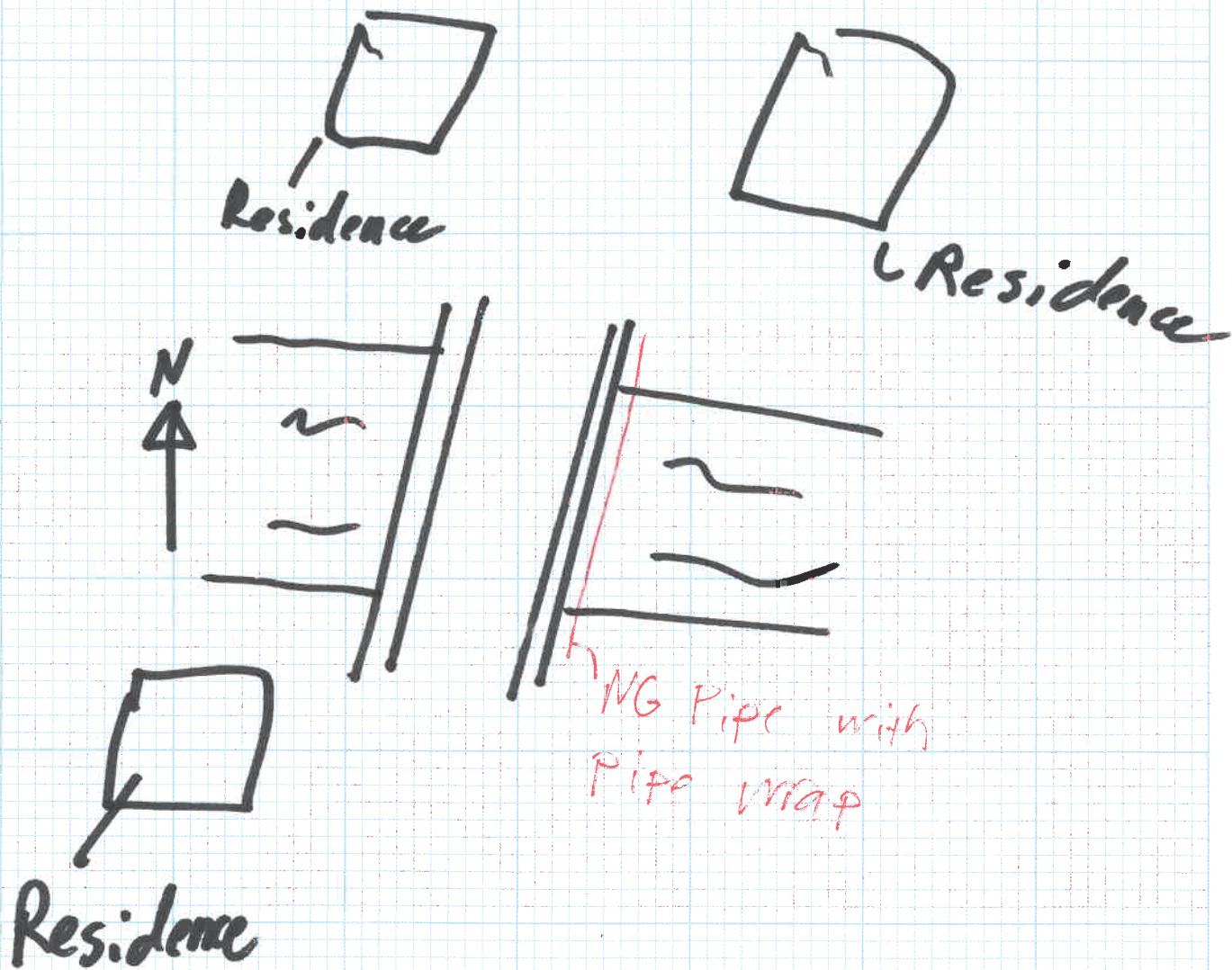
No.	Sample ID (10 Characters Max)	<input checked="" type="checkbox"/> To Be Analyzed	Color	Description	Volume / Area (as applicable)	Comments / Notes
123 456 789 1	1 ABC	<input checked="" type="checkbox"/>	Grey	Concrete		Stop on 1st Positive
2	2 ABC	<input checked="" type="checkbox"/>	Grey	Concrete		Stop on 1st Positive
3	3 ABC	<input checked="" type="checkbox"/>	Black	Pipe Wrap		Stop on 1st Positive
4		<input type="checkbox"/>				
5		<input type="checkbox"/>				
6		<input type="checkbox"/>				
7		<input type="checkbox"/>				
8		<input type="checkbox"/>				
9		<input type="checkbox"/>				
10		<input type="checkbox"/>				



## **APPENDIX D**

### **SITE SKETCH WITH ACM LOCATION**

PROJECT	Isolda Avenue Bridge		SHEET #	1	
BY	SPL	PM	BJL	DATE	12/31/23
TITLE	ACM Location				
NOTES	—				





## **APPENDIX E**

### **LEAD-BASED PAINT SURVEY LOG**

**GEOTECHNOLOGY, LLC**  
**LEAD-BASED PAINT XRF CALIBRATION LOG**

Project No.: J042332.01 Survey Date: December 20, 2022

Surveyed By: Seth Lamble XRF Serial No.: XLp 702A TR0944-24561

Facility Age(s): 1973 (National Bridge Inventory Data) Address: Isolda Bridge north of St. Charles Lane

**START OF SURVEY**

Calibration Check (start of survey)					
Sample No.	Standard mg/cm <sup>2</sup>	+ - mg/cm <sup>2</sup>	XRF mg/cm <sup>2</sup>	+ - mg/cm <sup>2</sup>	Other
3034	0.307	0.021	0.27	0.16	Green
3035	0.714	0.083	0.6	0.4	Gold
3036	1.527	0.091	1.4	0.3	Orange

**END OF SURVEY**

Calibration Check (end of survey)					
Sample No.	Standard mg/cm <sup>2</sup>	+ - mg/cm <sup>2</sup>	XRF mg/cm <sup>2</sup>	+ - mg/cm <sup>2</sup>	Other
3043	0.307	0.021	0.3	0.19	Green
3044	0.714	0.083	0.7	0.3	Gold
3045	1.527	0.091	1.5	0.4	Orange

Comments/Note:

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**GEOTECHNOLOGY, LLC**  
**LEAD-BASED PAINT XRF SURVEY LOG**

Project No.: J042232.01

Survey Date: December 20, 2022

Surveyed By: Seth Lamble

XRF Serial No.: XLp 702A TR0944-24561

Facility Age(s): 1973 (National Bridge Inventory Data)

Address: Isolda Bridge north of St. Charles Lane

Sample No.	Color	Substrate (D,I) <sup>1</sup>	Specific Location	XRF mg/cm <sup>2</sup>	+ - mg/cm <sup>2</sup>
3037	Yellow	Metal (I)	Gas Access Cap – North of Bridge	0.0	0.0
3038	Yellow	Steel (I)	Bridge Barrier – Northeast Side	0.4	0.2
3039	Yellow	Concrete (D)	Concrete Barriers on Bridge	0.0	0.0
3040	Silver	Steel (I)	Bridge Barrier – East Side	0.5	0.3
3041	Silver	Steel (I)	Bridge Barrier – West Side	0.8	0.3
3042	Black	Steel (I)	Pipe – Underside of Bridge	0.5	0.3

<sup>1</sup>Condition Survey – Deteriorating (D) or Intact (I)



## **APPENDIX F**

### **LIMITATIONS OF REPORT**

**ASBESTOS AND LEAD SURVEY**  
**LIMITATIONS OF REPORT**


1. This report has been prepared on behalf of and for the exclusive use of the addressee, solely for use as an asbestos and lead-based paint survey of the site. If this report is provided to contractors, Client should make it clear that information is provided for data purposes only and not as a warranty of the asbestos conditions at the site. Unless other contractual agreements were made, the services described in this report were carried out in accordance with the Terms for Geotechnology's Services that accompanied the proposal.
2. The surveys were performed in accordance with generally accepted practices of other consultants undertaking similar studies at the same time and in the same geographical area, and Geotechnology endeavored to conduct the services identified herein in a manner consistent with that level of care and skill ordinarily exercised by other consultants under similar circumstances and conditions. The findings and conclusions stated herein must be considered not as scientific certainties, but rather as professional opinions concerning the significance of the limited data gathered during the course of the survey. Specifically, Geotechnology does not and cannot represent that the site contains no asbestos and lead-based paint beyond that observed by Geotechnology during its survey.
3. The observations described in this Report were made under the conditions stated therein. The conclusions presented in the Report were based solely upon the services described therein, and not on scientific tasks or procedure beyond the scope of described services or the time and budgetary constraints imposed by Client. Furthermore, such conclusions are based solely on site condition, and rules and regulations, which were in effect at the time of the study.
4. In the event that information is developed relative to asbestos or lead-based paint issues at the site and not contained in this report, such information shall be brought to Geotechnology's attention. Geotechnology will evaluate such information and, on the basis of this evaluation, may modify the conclusions stated in this Report.
5. Observations were made of the site as indicated within the Report. Where access to portions of the site was unavailable or limited, Geotechnology renders no opinion as to the presence of potentially hidden asbestos and lead-based paint in that portion of the site. In addition, Geotechnology renders no opinion as to the presence of potentially hidden asbestos and lead-based paint where direct observation of the interior walls, floor, roof, or ceiling of a site was obstructed by objects or coverings on or over these surfaces. These inaccessible and unobserved areas should be further investigated prior to any renovation/demolition activity that may disturb them.

6. Since it is not always possible to acquire a large enough sample of adhesively applied suspect asbestos-containing material to adequately analyze the underlying mastic without seriously defacing the surface, prior to renovation/demolition in those indeterminate areas additional sampling should be accomplished.
7. Except as noted within the text of the Report, no quantitative laboratory testing was performed as part of the survey. Where such analyses have been conducted by an outside laboratory, Geotechnology has relied upon the data provided, and has not conducted an independent evaluation of the reliability of these data.
8. The purpose of the asbestos survey portion of this Report was to assess the physical characteristics of the subject site with respect to the presence on the building surfaces of asbestos as defined in 40 CFR Parts 761 and 763, and 29 CFR Part 1926. No specific attempt was made to check on the compliance of present or past owners or operators of the site with federal, state, or local laws and regulations, environmental or otherwise.
9. It is recommended that Geotechnology be retained to provide further asbestos consulting services during construction and/or implementation of any remedial measures recommended in this report. This is to allow Geotechnology to observe compliance with the concepts and recommendations contained herein, and to allow the development of design changes in the event that conditions differ from those anticipated.
10. This survey may address the identification requirements of the Communication of Hazards Duties of Building and Facility Owners – as described in OSHA 29 CFR 1296.1101(k) Asbestos (in construction) Standard, Practices and Procedures for removal, prior to demolition and disposal, should be in accordance with referenced regulations, the OSHA Asbestos in Construction Standard, and the EPA Interpretive Rule Governing Roof Removal (40 CFR Part 61, Appendix A to Subpart M).

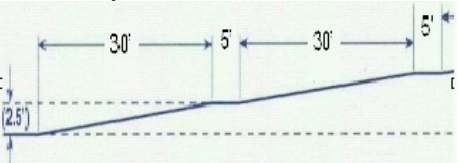
# ADA CHECKLIST

# ADA CHECKLIST

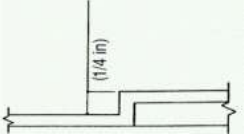
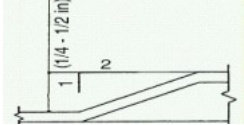

Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

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><del>Exception: The clear width shall be permitted to be reduced to 32 inches minimum for a length of 24 inches maximum provided that reduced width segments are separated by segments that are 48 inches long minimum and 36 inches wide minimum.</del></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>Roadway Grade Exception:</b> Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway.</li> <li>Running Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			

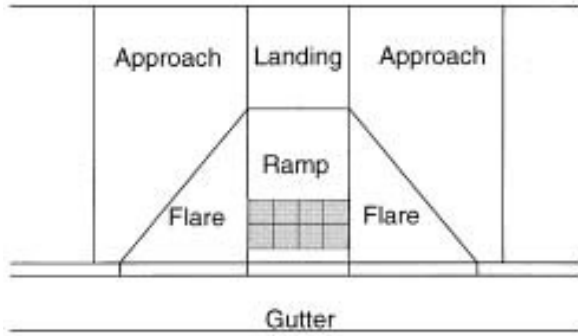
## ADA CHECKLIST

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. <b>(Roadway Grade Exception may be considered)</b></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></p> <p>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> <li><del>In existing sites, buildings, and facilities, ramps shall be permitted to have running slopes steeper than 1:12 where such slopes are necessary due to space limitations.</del> <ul style="list-style-type: none"> <li><del>a. A slope between 8.33% (1:12) and 10% (1:10) is allowed for a maximum total rise of 6 inches</del></li> <li><del>b. A slope between 10% (1:10) and 12.5% (1:8) is allowed for a maximum total rise of 3 inches.</del></li> </ul> </li> </ul>			

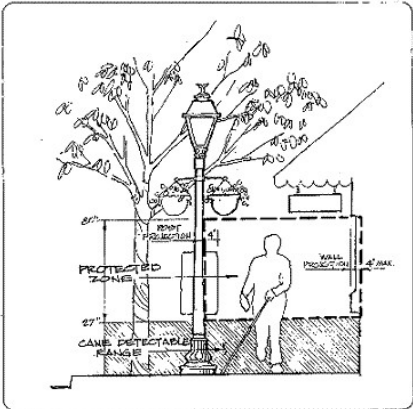
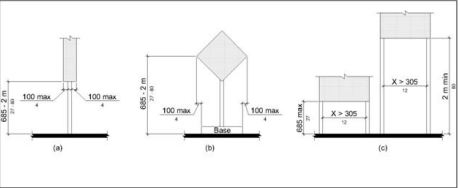

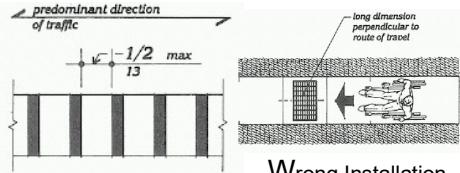
## ADA CHECKLIST

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
Vertical Alignment	<ul style="list-style-type: none"> <li>Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route.</li> <li>Grade breaks shall be flush.</li> <li>Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> <li>Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.</li> </ul>			
Changes in Level   	<ul style="list-style-type: none"> <li><b>Changes in level at grade breaks shall be flush.</b></li> <li>Changes in level of <math>\frac{1}{4}</math> inch high maximum shall be permitted to be vertical.</li> <li>Changes in level between <math>\frac{1}{4}</math> inch high maximum and <math>\frac{1}{2}</math> inch high maximum shall be beveled with a slope not steeper than 1v:2h.</li> <li>The bevel shall be applied across the entire level change.</li> <li>Changes in level greater than <math>\frac{1}{2}</math> inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.</li> </ul>			

## ADA CHECKLIST


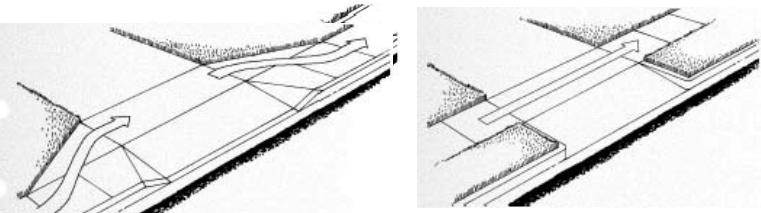
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Landing</b> A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user.</p> <p>Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> <li>The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum.</li> <li>The landing clear length shall be 5 feet long minimum.</li> <li>Landing slopes shall be 2 percent maximum.</li> <li><del>Changes in level are not permitted.</del></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> <li><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</li> <li>Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			
				

# ADA CHECKLIST

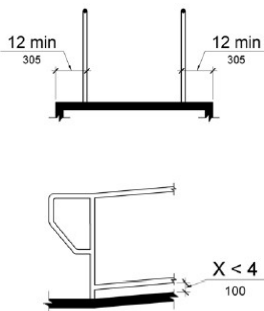
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 	<ul style="list-style-type: none"> <li>• <b>Protruding objects</b> on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes.</li> <li>• Objects with leading edges more than 27 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 1/2 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 1/2 inch. Plugging of holes greater than 1/2 inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.</li> </ul>			

# ADA CHECKLIST

## ENTRANCES (PROWAG R301)

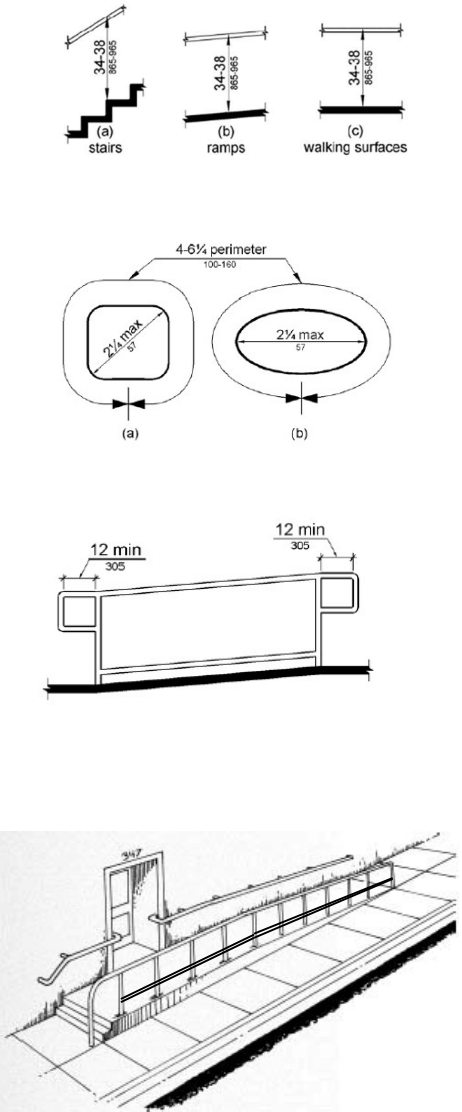
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum.</li> <li>Cross slope shall be 2 percent maximum.</li> <li>Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition.<sup>2</sup></li> </ul> 			

## EDGE PROTECTION (PROWAG R406.8)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Edge protection shall be provided on each side of ramp runs and at each side of ramp landings.</li> <li>Edge protection shall not be required on curb ramps and their landings.</li> <li>Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10.</li> <li>Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of 1/2 inch maximum within 10 inches horizontally of the minimum landing area.</li> <li>The floor or ground surface of the ramp run or landing shall extend 12 inches minimum beyond the inside face of a handrail.</li> <li>A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface.</li> </ul>			


# ADA CHECKLIST

## HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)

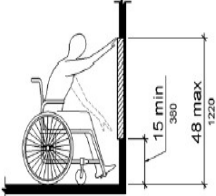
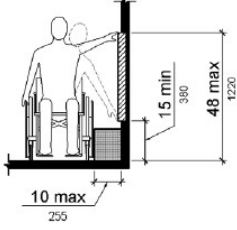
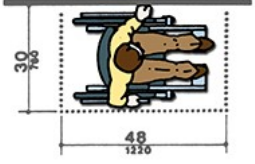
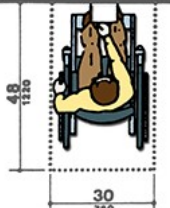
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>The clear width of walking surfaces shall be 36 inches 4.0 feet minimum.</li> <li>Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on 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>The surface of the ramp run or landing shall extend 12 inches minimum beyond the inside face of a handrail.</li> </ul>			

# ADA CHECKLIST

## STAIRWAYS (PROWAG R407)

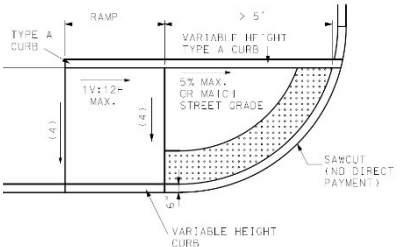
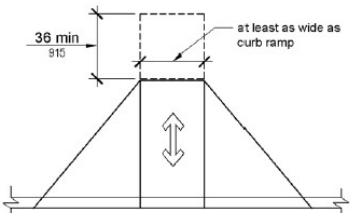
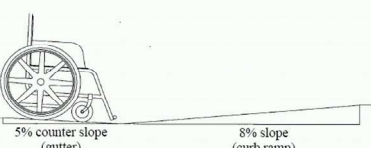
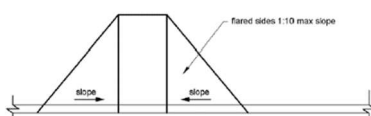
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum.</li> <li>Open risers are not permitted.</li> <li>Stairway treads shall have a 2-inch minimum wide strip that contrasts visually with the tread and riser. The strip shall be located at the front of each tread and run the full width of the tread. (See 2011 Proposed Accessibility Guidelines R408.4)</li> <li>The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below.</li> <li>Stairs shall have handrails complying with PROWAG 2005 R408.</li> </ul>			

## UNOBSTRUCTED REACH RANGES (PROWAG R404)

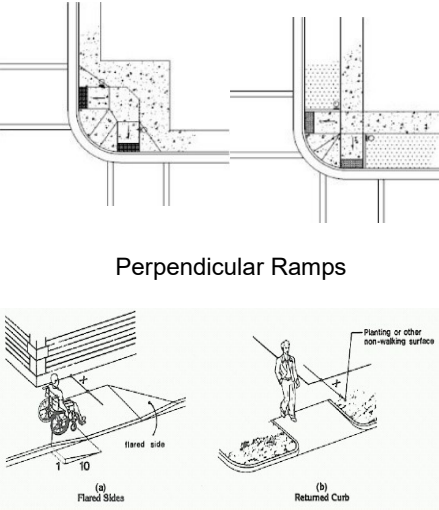
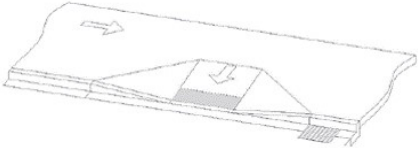
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 	<p><b>Forward Reach</b></p> <ul style="list-style-type: none"> <li>Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground.</li> </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>			

# ADA CHECKLIST

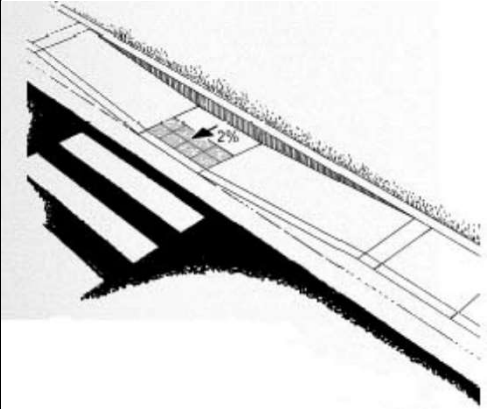
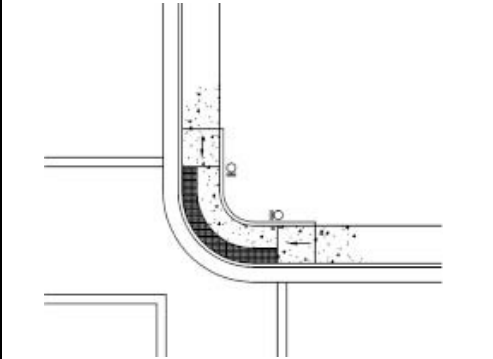
## CURB RAMPS (PROWAG R303)

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>    	<ul style="list-style-type: none"> <li>The clear width of ramps, excluding the flares, shall be 4.0 feet minimum.</li> <li>Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. <ul style="list-style-type: none"> <li>Exception: <b>15 Foot Rule:</b> The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length.</li> </ul> </li> <li>Cross slope of ramp runs shall be 2 percent maximum. <b>(Roadway Grade Exception may be considered)</b></li> <li>The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>Ramps shall have landings at the top and the bottom of each ramp run. <ul style="list-style-type: none"> <li>The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>The landing clear length shall be 5.0 feet long minimum.</li> <li>Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.</li> </ul> </li> <li><del>Ramp runs with a rise greater than 6 inches shall have handrails.</del></li> <li>Handrails and Edge protection shall not be required on curb ramps and their landings.</li> <li>Curb height = 0 inches within curb ramp spaces. <sup>2</sup></li> <li>Curb ramps must be flush with street.</li> <li><b>The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5)</b></li> <li><del>Street and ramp slope break is 13 percent or less. (See adjacent figure.)</del></li> <li>The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.</li> <li>Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. <ul style="list-style-type: none"> <li>In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12.</li> </ul> </li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.</li> </ul>			
<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>				


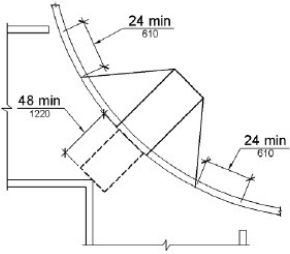
# ADA CHECKLIST

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 <p>Perpendicular Ramps</p> <p>X = 4' Min. Flared Sides in Pathway    Flared Sides Not in Pathway</p> <p><b>Roadway Grade Exception:</b> Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.</p> 	<ul style="list-style-type: none"> <li>• <b>Perpendicular curb ramps</b> shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> <li>• The cross slope at intersections shall be 2 percent maximum. <b>(Roadway Grade Exception may be considered)</b></li> <li>• The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>• <b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</li> <li>• A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space.</li> <li>• Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.</li> <li>• If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.)</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.</li> </ul>			

## ADA CHECKLIST

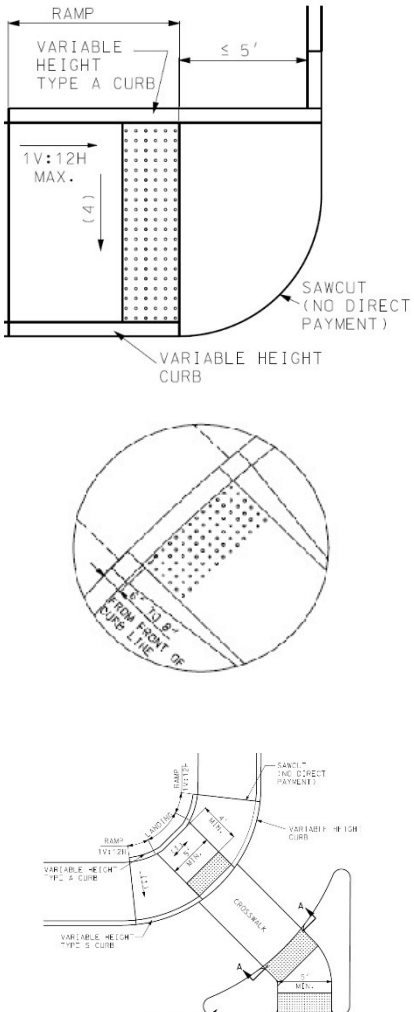
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 <p>Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> <li>• <b>Parallel 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> <li>• <b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</li> <li>• A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space.</li> <li>• Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
	<ul style="list-style-type: none"> <li>• <b>Blended Transitions</b> shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum.</li> <li>• The clear width blended transitions, excluding flares, shall be 4.0 feet minimum.</li> <li>• Detectable warning surfaces shall be provided where a blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route.</li> <li>• Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			

## ADA CHECKLIST

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> <li>• <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.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> </ul>			

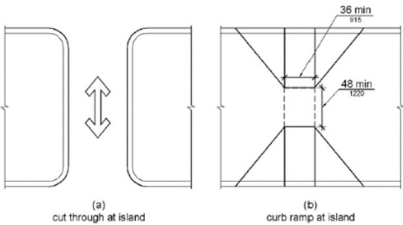

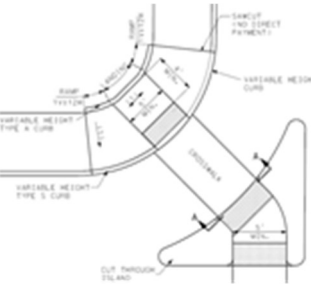
# ADA CHECKLIST

## DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.</p> 	<ul style="list-style-type: none"> <li>• Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light.</li> <li>• Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street.</li> <li>• Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.</li> <li>• Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing.</li> <li>• Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb.</li> <li>• Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel.</li> <li>• Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.</li> <li>• Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. <sup>2</sup></li> <li>• Detectable warnings shall not be stamped into concrete.</li> </ul>			






# ADA CHECKLIST

## ISLANDS AND MEDIANS (PROWAG R305.4)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
  	<ul style="list-style-type: none"> <li>Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.</li> <li>Raised islands in crossings shall be cut through level with the street or have curb ramps <b>and required landings</b> at both sides.</li> <li>All median island passage spaces shall provide a clear width of 5 feet minimum. <sup>2</sup></li> <li>Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel.</li> <li><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</li> <li>Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings.</li> <li>Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap.</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions.</li> <li>Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			

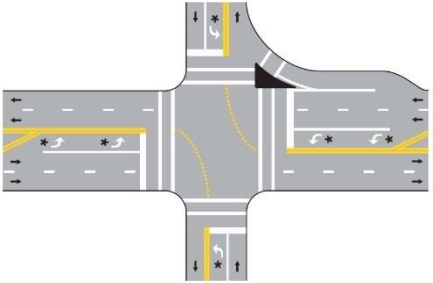

# ADA CHECKLIST

## ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
    	<ul style="list-style-type: none"> <li>Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. <b>← ON HOLD waiting for MoDOT Specs and APL March 2014</b></li> <li>Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line.</li> <li>Accessible pedestrian pushbuttons shall be located within a reach range complying with PROWAG 2005 R404.</li> <li>A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route.</li> <li><b>Roadway Grade Exception:</b> Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route.</li> <li>Pedestrian signals shall comply with PROWAG 2005 R306. <ul style="list-style-type: none"> <li>Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 5 pounds to activate operable parts.</li> <li>The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves.</li> <li>The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line.</li> <li>For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart at crossings and a minimum 5 feet apart at islands or medians. This minimum distance may be waived for audible pushbuttons in medians and islands with the use of voice commands.</li> <li>Pushbuttons are located no higher than 42 inches from the ground and within 10 inch reach from a level paved landing with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches.</li> <li>Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.</li> </ul> </li> </ul>			


# ADA CHECKLIST

## PEDESTRIAN STREET CROSSINGS (PROWAG R305)

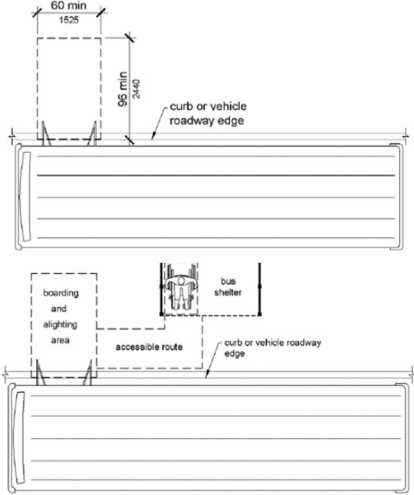
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 	<ul style="list-style-type: none"> <li>• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island.</li> <li>• Marked crosswalks shall be 6 feet wide minimum.</li> <li>• The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required.</li> <li>• A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control.</li> <li>• Crossings with Stop Control: The cross slope shall be 2 percent maximum.</li> <li>• The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>• The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk.</li> <li>• <del>All pedestrian signal phase timing shall be calculated using a pedestrian walk speed of 3.5 ft/s maximum. The crosswalk distance used in calculating pedestrian signal phase timing shall include the entire length of the crosswalk. (R305.3)</del></li> <li>• Where pedestrian signals are provided at pedestrian street crossings, they shall include accessible pedestrian signals and pedestrian pushbuttons complying with sections 4E.08 through 4E.13 of the MUTCD. Operable parts shall comply with R403. (2011 PROWAG R209.1) <b>← ON HOLD waiting for MoDOT Specs and APL March 2014</b></li> <li>• Crosswalk pavement marking is 6 inches wide white.</li> <li>• Stop bar is at minimum 4 feet from the crosswalk.</li> <li>• Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.</li> </ul>			

# ADA CHECKLIST

## 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 6 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>			

# ADA CHECKLIST



<sup>1</sup> Any “NO” answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked “NO”. These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

<sup>2</sup> A MoDOT requirement.

**Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.**

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

## US Access Board PROWAG

**R202.3.1 Prohibited Reduction in Required Access.** An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

Inspector Name: _____	Date:
Inspector Signature: _____	
Resident Engineer or Area Engineer Name: _____	Date:
Resident Engineer or Area Engineer Signature: _____	
Distribution: <input type="checkbox"/> Project Office <input type="checkbox"/> District Permit Office	

## ADA CHECKLIST



# ***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 Straight grade between fixed elevations	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways,

<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	

# CONTRACT FORMS

## CONTRACT AGREEMENT

THIS AGREEMENT, made and entered into by and between the \_\_\_\_\_,  
(hereinafter referred to as the Owner) and \_\_\_\_\_  
of \_\_\_\_\_, (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 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:

\_\_\_\_\_

\_\_\_\_\_

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" and "Missouri Standard Plans for Highway 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 Breckenridge Hills**, acting by and through the Mayor

Jack Shrewsbury

By \_\_\_\_\_  
Mayor, Breckenridge Hills

ATTEST: (SEAL)

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

**Contractor Business Name**

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

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

ATTEST: (SEAL)

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

## CONTRACT BOND

**KNOW ALL MEN BY THESE PRESENTS:** That we \_\_\_\_\_

as principle, and \_\_\_\_\_

as surety, are held and firmly bound unto the City of Breckenridge Hills in the penal  
sum of: \_\_\_\_\_

DOLLARS (\$ \_\_\_\_\_) as the same may be increased by any and all changes in or additions to said contract  
which may hereafter be made, lawful money of the United States, to be paid to the said City of Breckenridge Hills or to its certain  
agents, attorneys, assigns, or to the Jack Shrewsbury, Mayor, for which sums of money, well and truly to  
be paid, we bind ourselves, our heirs, successors, assigns, executors, and administrators, jointly and severally, firmly by these  
presents.

**SEALED** with our seals and dated \_\_\_\_\_

The condition of this obligation is such that

**WHEREAS**, the said bounden principal has entered into a certain contract with the City of Breckenridge Hills  
acting by and through the Jack Shrewsbury, Mayor, said contract being marked.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

a copy of said contract being hereto attached and made a part hereof and bearing date of \_\_\_\_\_

**NOW, THEREFORE**, if the said principal shall comply with and fulfill all the conditions of said contract,  
including those under which principal agrees to pay the prevailing hourly rate of wages for each craft or type of workman required  
to execute the contract in the locality as determined by State and Federal authority, as applicable, or by final judicial determination,  
and properly and promptly complete the work in accordance with the provisions of said contract, plans and specifications without  
any hidden defects, and furnish all the labor and materials required by said contract, and any and all changes in, or additions to said  
contract, which may hereafter be made, and shall perform all the undertakings stipulated by said bounden principal to be performed  
and within the time mentioned in said contract, or within any additional time granted by the City of Breckenridge Hills, which may be  
granted without notice to or consent from the surety, and shall pay for all materials, lubricants, fuel, coal and coke, repairs on  
machinery, groceries and foodstuff, equipment and tools consumed or used in connection with the construction of such work, and all  
insurance premiums, both compensation, and all other kinds of insurance, on said work, and for all labor performed in such work,  
whether by subcontractor or claimant in person or by its employee, agent, servant, bailee, or bailor, then this to be void; otherwise it  
shall be and remain in full force and effect.

ATTEST: (SEAL)

\_\_\_\_\_  
Secretary

ATTEST: (SEAL)

\_\_\_\_\_

\_\_\_\_\_  
Principal

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Surety

By \_\_\_\_\_

Title \_\_\_\_\_

\_\_\_\_\_  
Address – Agent or Broker

\_\_\_\_\_  
Street

\_\_\_\_\_  
City

Name and Street Address of Agent to Whom All  
Correspondence Should be Directed Relating to  
Contract and Bond.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State

Fig. 136.10.5 Sample 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 \_\_\_\_\_.