



**TAP PROJECT #: 9900 (767)**

City of Pierce City  
1 Frisco Pl.  
Pierce City, Missouri 65723

# REQUEST FOR BID

BID OF

MoDOT Vendor Number \_\_\_\_\_

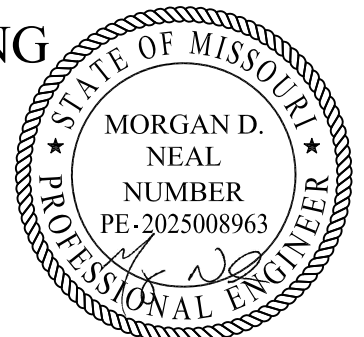
Bidder Name \_\_\_\_\_

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

\_\_\_\_\_

FOR  
CONSTRUCTING OR IMPROVING  
CITY OF PIERCE CITY  
ADAMS AVE.  
SIDEWALK IMPROVEMENTS

Adams Ave: N. Pine St. to N. Myrtle St.  
Pierce City, Lawrence County, MO



10-16-2025



## NOTICE TO BIDDERS

Sealed bid proposals endorsed "Proposal Phase 1 Sidewalk Improvements, TAP-9900 (767)", addressed to the **City of Pierce City, Missouri, 1 Frisco Pl, Missouri 65723**, will be received by the **City of Pierce City** until **11:00 a.m., Prevailing Local Time, on Tuesday, January 6, 2026**, at **Pierce City Hall, 1 Frisco Pl. in Pierce City, Missouri** and at that time will be publicly opened and read aloud. The proposed work generally includes the following:

Construction of 5' wide concrete sidewalk, access connections, culverts, and any incidental work related thereto, in accordance with the plans and specifications. The project is generally located on Adams Ave., from N. Pine St. to N. Myrtle St. in the City of Pierce City, Lawrence County, Missouri. The total length of the improvements is approximately 2,365 feet of sidewalk.

Plans and specifications may be obtained at the offices of OWN Inc, formerly Anderson Engineering, 3213 South West Bypass, Springfield, Missouri, upon payment of a submission of a non-refundable deposit of **\$50.00** for each set. Additional shipping and handling expenses are applicable and the responsibility of the bidder. Checks for plans, specifications and shipping are to be made payable to OWN, Inc. Digital plans and contract documents may be obtained from the Engineer by contacting [gcoggin@weareown.com](mailto:gcoggin@weareown.com) or calling (417) 866-2741

All labor used in the construction of this public improvement shall be paid a wage no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Relations (Federal Wage Rate), or state wage rate, whichever is higher.

The City of Pierce City hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award. The bidder will ensure that Disadvantaged Business Enterprises will have the opportunity to participate in the performance of this contract and or any subcontracts. Goals for the amount of work to be awarded to DBE's will be **0%**.

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the Missouri Standard Specifications for Highway Construction, latest edition, including all revisions. The contractor questionnaire must be on file seven (7) days prior to bid opening. Bidders are informed that all contractors are subject to full compliance with all applicable laws, ordinances, rules and regulations, and the requirements of the Equal Opportunity Act and it is not the intent of the owner to arbitrarily dismiss any authorities.

Each bidder shall file with his bid a bidder's bond in the amount of **5 percent** of the contract price as indicated per the contract documents. The bidder to whom a contract is awarded will be required to furnish a performance bond and a payment bond on the forms provided, payable to the City of Pierce City, and in the amount of **100 percent** of the contract price in conformity with the requirements of the General Conditions.

Proposals must be on forms provided and all unit price bids, extensions and totals provided thereon shall be completed fully. The Contract, if awarded, will be awarded to the lowest, responsive, responsible bidder complying with the Conditions of the Contract Documents and within the Owner's budget. The Bidder to whom the awards are made will be notified at the earliest possible date. The City of Pierce City, however, reserves the right to reject any and all Bids and to waive any informality in Bids received whenever such rejection or waiver is in his interest.

No bidder may withdraw his bid within 60 days after the actual date of the opening thereof.

Contractors and subcontractors who sign a contract to work on public works projects must provide proof of participation in 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.

No 2<sup>nd</sup> tier bidding will be allowed on this project.

MAYOR AND BOARD OF ALDERMEN, CITY OF PIERCE CITY, MISSOURI

**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 #8). 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 PIERCE CITY MISSOURI, 1 FRISCO PL, PIERCE CITY, MISSOURI 65723. 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 Bidder's List Quote Summary form with the bid.
- 8. Submit the DBE Submittal Forms within 3 business days of the Bid Opening. The DBE Identification Submittal Form (Page 2 of this document) must be submitted for each DBE to be utilized on the project. Any DBE's submitted as regular dealers/distributors must have an accompanying [DBE Regular Dealer/Distributor Affirmation Form](#).
- 9. 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)

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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

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All questions concerning the bid document preparation can be directed to **OWN, Inc.** at **(417) 866-2741**. Project specific questions can be directed to **OWN, Inc.** at **(417) 866-2741**.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the **CITY OF PIERCE CITY, MISSOURI**, at **(417) 476-2323** 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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**A. NOTICE TO CONTRACTORS**

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## NOTICE TO CONTRACTORS

Sealed bids, addressed to **City of Pierce City, Missouri, 1 Frisco Pl, Pierce City, Missouri 65723**, for the proposed work will be received by the **City of Pierce City, Missouri** until **11:00 AM** (prevailing local time) on **Thursday, 2025**, at **Pierce City Hall, 1 Frisco Pl. in Pierce City, Missouri**, and at that time will be publicly opened. Bids should be delivered to: **City of Pierce City, Missouri, 1 Frisco Pl, Pierce City, Missouri 65723**.

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

Construction of 5' wide concrete sidewalk, access connections, culverts, and any incidental work related thereto, in accordance with the plans and specifications. The project is generally located on Adams Ave., from N. Pine St. to N. Myrtle St. in the City of Pierce City, Lawrence County, Missouri. The total length of the improvements is approximately 2,365 feet of sidewalk.

(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 (if applicable)

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

Plans and specifications may be obtained at the offices of OWN, Inc, formerly Anderson Engineering, 3213 South West Bypass, Springfield, Missouri, upon payment of a nonrefundable deposit of **\$50.00** for each set. Additional shipping and handling expenses are applicable and the responsibility of the bidder. Checks for plans, specifications and shipping are to be made payable to OWN, Inc.

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "**City of Pierce City,**" and the term "Engineer" is a reference to the Engineer of Record from **OWN, Inc.**

The contracting authority for this contract is the **City of Pierce City, Missouri**.

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

Calendar Days: 180 days for full completion  
Completion Date: \_\_\_\_\_

(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: \$700.00

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. The bidder shall submit a bid guaranty in the amount of **5%** of the bid. This guaranty commitment, to be made unconditionally to the **City of Pierce City, Missouri**, may be in the form of a Bidder's Bond guaranteed by a corporate surety company engaged in the business of signing surety bonds in the State of Missouri, or may be in the form of a cashier's check or certified check. 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. 32**", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

(10) **WORKER ELIGIBILITY REQUIREMENTS:** Execution of the construction contract for this project is dependent upon the awarded bidder providing an Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU) between the bidder and Department of Homeland Security to the Contracting Authority as required by section 285.530 RSMo. The cover page and signature page of the E-Verify MOU and the Affidavit must be submitted prior to award of this contract.

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link:

[http://ago.mo.gov/forms/Affidavit\\_of\\_Compliance.pdf](http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf)

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

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

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

**(11) OSHA TEN HOUR TRAINING REQUIREMENTS:** Missouri Law, 292.675 RSMO, requires any awarded contractor and its subcontractor(s) to provide a ten-hour Occupational Safety and Health Administration (OSHA) Construction Safety Program (or a similar program approved by the Missouri Department of Labor and Industrial Relations as a qualified substitute) for their on-site employees (laborers, workmen, drivers, equipment operators, and craftsmen) who have not previously completed such a program and are directly engaged in actual construction of the improvement (or working at a nearby or adjacent facility used for construction of the improvement). The awarded contractor and its subcontractor(s) shall require all such employees to complete this ten-hour program, pursuant to 292.675 RSMO, unless they hold documentation on their prior completion of said program. Penalties, for Non-Compliance include contractor forfeiture to the Contracting Authority in the amount of \$2,500, plus \$100 per contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under 292.675 RSMO.

**(12) BUY AMERICA REQUIREMENTS:** Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, and 23 CFR 635.410 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

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

**(13) ADDENDUM ACKNOWLEDGEMENT:** The undersigned states that 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.

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

- sole individual                       partnership                       joint venture
- corporation, incorporated under laws of state of \_\_\_\_\_.

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

\_\_\_\_\_

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

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR

OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONAFIDE EMPLOYEES AND SUBCONTRACTORS, AND DID NOT BID FOR THE BENEFIT OF ANOTHER CONTRACTOR.

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

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

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

---

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

---

Please print or type name and title of person signing here

Attest:

---

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

(15) **TRAINEES:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and Supplement Specifications" which are available on the Missouri Department of Transportation web page at [www.modot.mo.gov](http://www.modot.mo.gov) under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 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 Pierce City, Missouri, a tax-exempt entity, will furnish a Missouri Project Exemption Certificate as described in Section 144.062 RSMo to the awarded contractor who in turn may use the certificate to purchase materials for a specific project performed for the tax-exempt entity. Only the materials and supplies incorporated or consumed during the construction of the project are exempt. The certificate will be issued to the contractor for a specific project for a defined period of time.

(21) (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.

- Excavation Production       Asphalt Production       Asphalt Hauling  
 Concrete Paving Production       Concrete Paving Hauling       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.

- Asphalt Cement       Seal Coat       Underseal       UBAWS Membrane

(22) **PROMPT PAYMENT REQUIREMENT:** In accordance with the Missouri Prompt Pay Act {34.057} The City of Pierce City, Missouri, may withhold payment for any of the reasons outlined in RSMo 34.057, or as determined by the engineer.

**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:

Bidder assures and acknowledges that each unit or lump sum bid price includes the cost of all adjacent, incidental, related, and companion items which are shown on the drawings, called for in the specifications, or otherwise necessary to provide a complete and functional structure.

Quantities shown are approximate. Actual quantities may vary substantially. **The OWNER reserves the right to increase, decrease, or delete from the Project quantities of work at the Unit Bid Price or Lump Sum Price in order to bring the total contract price to the budgeted project expenditures.**

Before completing and executing the following Bid Schedule, each Bidder shall examine the Bidding Requirements, Contract Documents, Specifications, Drawings, and other proposed Project Documents, and all Addenda thereto; and shall be acquainted with and fully understand:

- (1) the extent and character of the work covered by this Bid Form;
- (2) the location, character and condition of existing roads, streets, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations, both surface and underground, which may affect or be affected by the proposed work;
- (3) the location, arrangement, and specified requirements of the proposed work;
- (4) the nature and extent of excavations to be made, and the type, character, and general condition of materials to be excavated;
- (5) the necessary handling and rehandling of excavated materials, including construction of fills and embankments;
- (6) the location and extent of necessary or probable dewatering requirements;
- (7) the difficulties and hazards to the work which might be caused by storm or flood water;
- (8) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and
- (9) all other factors and conditions affecting or which may be affected by the work.

Each bidder shall hereby propose to furnish all materials, equipment, supplies, and appurtenances, to provide all construction equipment and tools; to perform all necessary labor and supervision; and to construct, install, erect, equip, and complete all work stipulated in, required by, and in accordance with the proposed contract documents and the drawings, specification, and other documents referred to therein (as altered, amended or modified by addenda) at the unit or lump sum prices stated on the following next pages.

It is important to note that initial staking and testing shall be provided by the Owner and coordinated by the Contractor. Refer to the construction notes and project notes on the plans. Restaking and retesting are to be at the Contractor's expense.

**REFER TO BID SCHEDULE ON NEXT PAGE**



<b>BID SCHEDULE</b>					
<b>Item</b>	<b>Description</b>	<b>Units</b>	<b>Est. Quantity</b>	<b>Unit Price</b>	<b>Extended Total</b>
1	Mobilization (incl. bonding and insurance)	LS	1.0		
2	Clearing & Grubbing	LS	1.0		
3	Removal of Improvements (General)	LS	1.0		
4	Linear Grading, Class 1	STA	15.0		
5	Removal of Asphalt (Driveways & Misc.)	SY	5.6		
6	Removal of Concrete (Driveways & Misc.)	SY	3.2		
7	Removal of Concrete (Sidewalk)	SY	450.6		
8	Type 1 Aggregate for Base (4 in. thick)	SY	1,446.7		
9	Subgrade Compaction (6-inch depth) (95%)	STA	24.0		
10	Gravel Driveway Transition (6-inch depth)	SY	48.0		
11	Truncated Domes	SF	110.0		
12	Concrete Sidewalk, 4-in thick	SY	955.2		
13	Concrete Sidewalk, 8-in thick	SY	77.9		
14	Construction Signs	SF	58.0		
15	Type III Moveable Barricade - Sidewalk Closed	EA	5.0		
16	Full Depth Pavement Repair Saw Cut (for perimeter and internal saw cuts)	LF	443.0		
17	Seeding & Mulching	ACRE	0.5		
18	Silt Fence	LF	1,250.0		
19	Plural Component Liquid Pavement Marking, 6 in. white (Crosswalk)	LF	168.0		
20	Plural Component Liquid Pavement Marking, 24 in. white (Stop Bar)	LF	27.0		
21	Plural Component Liquid Pavement Marking, 30 in. white midblock (Crosswalk)	EA	5.0		
22	24 in. Pipe Group B (RCP)	LF	7.0		
23	Adjust Water Valve with Extension	EA	3.0		
24	Solid Cast Iron Trench Cover & Frame	EA	4.0		
25	Class B Concrete	CY	2.0		
26	Reinforcing Steel	LB	20.0		
27	Furnishing Type 1 Rock Ditch Liner	CY	5.7		
28	Breakaway Assembly (Perforated Square Steel Tube)	EA	1.0		
29	Pedestrian Crosswalk Sign Assembly (W11-2, W16-7PL)	EA	1.0		
30	Concrete Turndown Sidewalk, 4-in thick	SY	177.8		

**SUBTOTAL:**        \$ \_\_\_\_\_

**MISCELLANEOUS UNIT PRICES:**

Each bidder shall provide the following unit prices to be used for modification of project scope due to field conditions and for predation of change orders subject to Owner's approval. The following values are not considered part of the base bid or basis of award.

Line	Description	Units	Est. Quantity	Unit Price
A.	Excavation: CUT	CY	1	
B.	Excavation: FILL	CY	1	

**DEDUCTIVE BID ALTERNATES:**

The following deductive bid alternates may be removed in their entirety from the Total Base Bid Project Price provided previously, in the order of their appearance, as funds dictate, and at the discretion of the Owner. **The value of the deduct will be based on the values previously provided in the bid form.** It must be noted that the bid award is to be based on the total base bid less the selected deducts which bring the final cost of the project to a reasonable value to the Owner that does not compromise the intent of the project as approved by the Federal Highway Administration.

ALTERNATE SCHEDULE					
Item	Description	Units	Est. Quantity	Unit Price	Extended Total
<b>Adams Ave. from N. Pine St. to N. Olive St. – STA. 0+00 – 4+75</b>					
<b>Alternate 3.0 - Additions</b>					
2	Clearing & Grubbing	LS	1.0		
3	Removal of Improvements (General)	LS	1.0		
4	Linear Grading, Class 1	STA	5.0		
8	Type 1 Aggregate for Base (4 in. thick)	SY	316.7		
9	Subgrade Compaction (6-inch depth) (95%)	STA	5.0		
10	Gravel Driveway Transition (6-inch depth)	SY	34.0		
11	Truncated Domes	SF	10.0		
12	Concrete Sidewalk, 4-in thick	SY	226.7		
13	Concrete Sidewalk, 8-in thick	SY	37.3		
17	Seeding & Mulching	ACRE	0.2		
18	Silt Fence	LF	259.0		

**TOTAL ADDITION ALTERNATE 3.0:**                    \$ \_\_\_\_\_

ALTERNATE SCHEDULE					
Item	Description	Units	Est. Quantity	Unit Price	Extended Total
<b>Adams Ave. from N. Olive St. to N. Locust St. – STA. 4+75 – 9+40</b>					
<b>Alternate 2.0 - Additions</b>					
2	Clearing & Grubbing	LS	1.0		
3	Removal of Improvements (General)	LS	1.0		
4	Linear Grading, Class 1	STA	5.0		
7	Removal of Concrete (Sidewalk)	SY	27.1		
8	Type 1 Aggregate for Base (4 in. thick)	SY	296.0		
9	Subgrade Compaction (6-inch depth) (95%)	STA	5.0		
11	Truncated Domes	SF	20.0		
12	Concrete Sidewalk, 4-in thick	SY	246.2		
16	Full Depth Pavement Repair Saw Cut (for perimeter and internal saw cuts)	LF	11.0		
17	Seeding & Mulching	ACRE	0.1		
18	Silt Fence	LF	386.0		
19	Plural Component Liquid Pavement Marking, 6 in. white (Crosswalk)	LF	45.0		
20	Plural Component Liquid Pavement Marking, 24 in. white (Stop Bar)	LF	9.0		

**TOTAL ADDITION ALTERNATE 2.0:**                    \$ \_\_\_\_\_

ALTERNATE SCHEDULE					
Item	Description	Units	Est. Quantity	Unit Price	Extended Total
<b>Adams Ave. from N. Locust St. to N. Walnut St. – STA. 9+40 – 14+35</b>					
<b>Alternate 1.0 - Additions</b>					
2	Clearing & Grubbing	LS	1.0		
3	Removal of Improvements (General)	LS	1.0		
4	Linear Grading, Class 1	STA	5.0		
7	Removal of Concrete (Sidewalk)	SY	8.2		
8	Type 1 Aggregate for Base (4 in. thick)	SY	288.0		
9	Subgrade Compaction (6-inch depth) (95%)	STA	5.0		
10	Gravel Driveway Transition (6-inch depth)	SY	14.0		
11	Truncated Domes	SF	40.0		
12	Concrete Sidewalk, 4-in thick	SY	42.2		
13	Concrete Sidewalk, 8-in thick	SY	17.2		
16	Full Depth Pavement Repair Saw Cut (for perimeter and internal saw cuts)	LF	371.0		
17	Seeding & Mulching	ACRE	0.1		
18	Silt Fence	LF	190.0		
19	Plural Component Liquid Pavement Marking, 6 in. white (Crosswalk)	LF	87.0		
20	Plural Component Liquid Pavement Marking, 24 in. white (Stop Bar)	LF	9.0		
21	Plural Component Liquid Pavement Marking, 30 in. white midblock (Crosswalk)	EA	5.0		
23	Adjust Water Valve with Extension	EA	3.0		
24	Solid Cast Iron Trench Cover & Frame	EA	1.0		
25	Class B Concrete	CY	0.5		
26	Reinforcing Steel	LB	5.0		
28	Breakaway Assembly (Perforated Square Steel Tube)	EA	1.0		
29	Pedestrian Crosswalk Sign Assembly (W11-2, W16-7PL)	EA	1.0		
30	Concrete Turndown Sidewalk, 4-in thick	SY	177.8		

**TOTAL ADDITION ALTERNATE 1.0:**                    \$ \_\_\_\_\_

**TOTAL BID:**

The following Total Bid shall be the summation of all unit and lump sum prices previously indicated for all sections. The Total Base Bid shall be used as the basis for the establishment of the apparent low bidder and shall include all costs required for provision of the previously described work, labor equipment and other items in conformance with the construction plans, specifications and contract documents.

**Numeric Price:** \$ \_\_\_\_\_

**Price In Words:** \_\_\_\_\_

**SIGNATURE & ACKNOWLEDGEMENT OF BIDDER:**

The City of Pierce City, Missouri will award this project based on the lowest, responsive, responsible bidder.

The above unit prices include all labor, materials, forming, temporary barricades, flasher lights, removal, final cleanup, overhead, profit, insurance, taxes\*, bonds, etc., to cover the finished work.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
SIGNATURE OF REPRESENTATIVE

\_\_\_\_\_  
DATE

\*Note: the Contractor will be provided with a Tax ID Number when the project has been awarded.

We acknowledge receipt of the following Addenda:

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

**B. BID BOND**

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**BID BOND**

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

as principal and \_\_\_\_\_  
as surety, are held and firmly bound unto the **City of Pierce City, Missouri** in the penal sum of \_\_\_\_\_  
Dollars (\$) to be paid to the **City of Pierce City** to be credited to the City's Sidewalk Improvement 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 **City of Pierce City** on "**Adams Ave. Sidewalk  
Improvements**" in **Lawrence** County, Missouri for construction or improvement of sidewalks as set out in said bid;

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

In the event the said principal shall, in the judgment of the City, fail to comply with any requirement as set forth  
in the preceding paragraph, then the state of Missouri, acting by and through the City, 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 **City of Pierce City**, in accordance with Sec 102.9 of the Missouri Standard Specifications for Highway  
Construction.

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

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

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

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## **C. DBE SUBMITTAL FORMS**

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# 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 no later than 4:00 p.m. on the 3<sup>rd</sup> business day after the bid opening. Contact MoDOT's Business Development and Compliance (BDC) Division 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. A DBE Regular Dealer/Distributor Affirmation Form is required for each DBE firm submitted as a regular dealer or distributor.**

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** (40%, 60%, 100%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)
<b>DBE Total:</b>			<b>Total %</b>	

\*\*Cannot exceed contract amount for given item of work  
 Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm  
 Allowed amount of participation will be in accordance with 49 CFR Part 26.  
 Supplier Affirmation Form required for all DBE firms submitted as suppliers.  
 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)  
(BDC-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 in 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: <https://www.modot.org/welcome-business-development-and-compliance>.

- (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 distributor as that term is defined in 49 CFR Part 26.55, then only 40% of the value in column (B) can be applied towards the contract specific goal. 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. **A Supplier Affirmation Form is required for each DBE firm submitted as a supplier. A copy of this form is provided on the next page.** 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.



U.S. Department of  
Transportation

# DBE Regular Dealer/Distributor Affirmation Form

Bidder Name:

Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor, as defined in section 26.55(e)(2)(iv)(A),(B),(C), and (3) under the contract at issue. The regulation requires the recipient's preliminary determination to be made based on the DBE's written responses to relevant questions and its affirmation that its subsequent performance of a commercially useful function will be consistent with the preliminary counting of such participation. The U.S. Department of Transportation is providing this form as a tool for recipients, prime contractors, regular dealers, and distributors to use to carry out their respective responsibilities under this regulation. The form may be used by each DBE supplier whose participation is submitted by a bidder for regular dealer or distributor credit on a federally-assisted contract with a DBE participation goal. The form may also be used by prime contractors in connection with DBE regular dealer or distributor participation submitted after a contract has been awarded provided such participation is subject to the recipient's prior evaluation and approval. If this form is used, it should be accompanied by the bidder's commitment, contract, or purchase order showing the materials the DBE regular dealer or distributor is supplying. Use of this tool is not mandatory. If a recipient chooses a different method for complying with Section 26.53(c)(1), it must include that method in its DBE Program Plan.

DBE Name: <input style="width:95%;" type="text"/>	Total Subcontract/Purchase Order Amount: <input style="width:95%; height: 20px;" type="text"/>
Authorized DBE Representative (Name and Title): <input style="width:95%;" type="text"/>	NAICS Code(s) Related to the Items to be Sold/Leased: <input style="width:95%; height: 20px;" type="text"/>

1. Will all items sold or leased be provided from the on-hand inventory at your establishment?  **YES**  **NO**  
(If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below. If "NO" Continue.**)
- a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?  
 **YES**  **NO** (If "YES," Go to Question 2. If "NO" Continue.)
- b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment, and will the minor quantities of items delivered from and by other sources be of the general character as those provided from your inventory?  
 **YES**  **NO\*** (If "YES," you have indicated that your performance will satisfy the regular dealer requirements and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)

\*If 1.,1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%. (Go to Question 3. to determine if the items delivered from and by other sources are eligible for Distributor credit.)

2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?  
 **YES**  **NO<sup>1</sup>**  
(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%. **STOP here. Read and sign the affirmation below.**)  
<sup>1</sup> If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%. (Go to Question 3.)

3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacture's facility)?  **YES<sup>2</sup>**  **NO<sup>3</sup>**
- a) Will you be using sources **other than** the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased?  **YES<sup>2</sup>**  **NO<sup>3</sup>**

<sup>2</sup> If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

<sup>3</sup> If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment. This includes my company's responsibility for the quality of such items in terms of necessary repairs, exchanges, or processing of any warranty claims for damaged or defective materials.

**Printed Name and Signature of DBE Owner/Authorized Representative:**

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

**Printed Name and Signature of Bidder's Authorized Representative:**



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

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

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

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

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

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

(a) The contractor, subrecipient or subcontractor shall not discriminate based on race, color, religion, 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; sub-contractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as “the recipient”. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

**6.0 DBE Program Information.** DBE Program information may be obtained from the MoDOT Business Development & Compliance Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: [dbe@modot.mo.gov](mailto:dbe@modot.mo.gov). It will be the duty of each contractor, and for the contractor’s subcontractors to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm’s legal obligations and limitations under the DBE Program, as a requirement of program participation.

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

The MRCC DBE Directory can be found at the following link: <https://www.modot.org/welcome-business-development-and-compliance>

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

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), and the Commission’s DBE Program rules at Title 7 CSR Division 10, Chapter 8 (as amended).

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

race, color, age, national origin or gender in the performance of the contract, or in the award of any subcontract.

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

(d) The bidder certifies, that if awarded the federal-aid contract with an approved DBE Good Faith Effort, the bidder will at a minimum achieve any DBE participation committed at time of bid as well as make good faith efforts to obtain additional DBE participation throughout the life of the project. Any liquidated damages at the completion of the project will be assessed contingent on the awarded bidders efforts in obtaining DBE participation.

(e) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, that if awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met at the project completion, and to assess against and withhold monetary damages from the contractor up to the full amount of that breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, for each federal-aid contract.

**9.0 Designation of DBE firms to perform on contract.** The bidder states and certifies that the DBE participation information submitted in the bid or within the contract designated time is true, correct and complete and that the information provided includes the names of all DBE firms that will participate in the contract, the specific line item (s) that each DBE firm will perform or partially perform, and the creditable dollar amounts of the participation of each DBE. The specific line item must reference the bid line number and item number contained in the proposal. The bidder further states and certifies that the bidder has committed to use each DBE firm listed for the work shown to

meet the DBE contract goal and that each DBE firm listed has clearly confirmed to the bidder that the DBE firm will participate in and perform the work, with the DBE's own forces.

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

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be a certified DBE firm, at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's Business Development & Compliance Division. 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 on the executed subcontract. However, if the reason for the firm's DBE decertification is due to the firm being acquired or merged with a non-DBE, the portion of the work remaining after the date of decertification is not eligible for counting towards the contract goal. In this case, the Contractor must seek additional DBE participation to the extent needed to meet the contract goal or demonstrate that it has made good faith efforts to do so. Subcontract extensions that add work for firms that become decertified from the DBE program may not count for DBE goal credit without MoDOT's prior written consent.

(2) The bidder further certifies the bidder's understanding, that the dollar value of any work completed by a DBE firm prior to approval of the DBE's substitution or replacement, in writing, by MoDOT will not be credited toward meeting the DBE contract goal. No credit toward the DBE goal will be given for any amount withheld from payment to the DBE or "back charged" against monies owed to the DBE, regardless of the purpose or asserted debt.

**10.0 Contract Goal Submittal.** The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness

and responsibility, all bidders shall file the completed “DBE Identification Submittal” pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal.

Any “DBE Identification Submittal” that identifies a DBE regular dealer or distributor must be accompanied by a “DBE Regular Dealer/Distributor Affirmation Form” that is completed and signed by both the bidder and the DBE. This form must be received on or before 4:00 p.m. of the third business day after the bid opening date.

No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder’s.

**10.1 Good Faith Effort Submittal.** If the bidder is not able to meet the Commission’s DBE contract goal, the bidder has the opportunity to submit with and as a part of the bid, a true, accurate, complete and detailed written explanation of good faith efforts taken to meet the DBE Contract Goal established in the bid documents. The bidder shall use the “DBE Identification Submittal” sheets for any DBE participation that will be committed towards the goal and an explanation, with any supporting documentation, for the inability to meet the full goal established on the contract. Any Good Faith efforts shall be submitted as part of the bid or within the three business days after the bid opening.

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

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

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

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

**10.4 Forfeiture of Bid Bond possible when:** The failure of either the apparent low bidder to file the completed and executed “DBE Identification Submittal”, listing actual, committed DBE participation equal to or greater than the DBE contract goal percentage specified in the bid by 4:00 p.m. on the third business day after the bid opening, will be cause for rejection of that bid. In addition, the bid surety bond or bid guaranty of the apparent low bidder will be forfeited to and become the property of the Local Agency upon demand, only if the contract is awarded.

(a) By submitting a bid on a federal-aid project, the bidder accepts and agrees to these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Local Agency.

**11.0 DBE Participation for Contract Goal Credit.** Goal credit will be in accordance with 49 CFR 26.55 as outlined for the following DBE types:

- Subcontractor
- Manufacturer
- Regular Dealer
- Distributor
- Broker
- Trucker

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

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

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

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

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

and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

**13.2** Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

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

**15.0 Bidders List Data Collection.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of the names of all DBE and non-DBE subcontractors, suppliers, manufacturers, distributors, or brokers for actual use and of consideration by the prime bidder. Forms are provided to bidders that specify all required data points. Failure to submit the required forms may deem the bid irregular.





## **D. GENERAL PROVISIONS**

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## GENERAL PROVISIONS

1. **GOVERNING SPECIFICATIONS AND DEFINITION CHANGES.** The general requirements, provisions, and technical specifications governing the completion of the work contemplated shall be the current edition of the "Missouri Standard Specifications for Highway Construction" as amended (hereinafter referred to as the Standard Specifications) for the project and together with the General and Special Provisions and other State and Federal requirements contained in the contract documents. In the event of conflict between the above referenced specifications and special provisions, the Job Special Provisions shall have priority, followed in descending priority by the City Standards, the General Provisions, and the MoDOT Standard Specifications. The MoDOT Standards are available online at:

[http://modot.mo.gov/business/standards\\_and\\_specs/highwayspecs.htm](http://modot.mo.gov/business/standards_and_specs/highwayspecs.htm)

The contract and bond documents shall be those bound herein.

All references to the "Engineer" made in the above Standard Specifications shall be interpreted as **OWN, Inc., 3213 South West Bypass, Springfield, Missouri**. All reference to the "Owner," "State" or "Commission" made in the above standard specifications shall be interpreted as the **City of Pierce City, Missouri**.

2. **PLANS.** The "Plans" herein referred to are plans approved by MODOT and sealed by the Engineer and marked with the project designation set out above, together with all standard or special designs that may be designated in such plans.
3. **MISCELLANEOUS.** The Bidder declares that the only persons or parties interested in this proposal as principals are those named herein; that this proposal is made without collusion or combination of any kind or character with any other person, firm, association, or corporation, or any member or officer thereof; that he has carefully examined the location of the proposed work, the plans, Standard Specifications, and the form of contract and contract bond; that he proposes and agrees, if this proposal is accepted, to execute the contract and bond and secure execution of the bond by satisfactory surety and to provide all necessary machinery, tools, apparatus, and other means of construction, and will do all the work and furnish all the materials, specified in the contract, in the manner and time therein prescribed and in accordance with the requirements of the Engineer as therein set forth; and that he will accept in full payment therefore the amount or amounts certified by the Engineer in accordance with the bid, specifications and contract.
4. **QUANTITIES.** It is understood by the Bidder that the quantities given in the itemized proposal are not guaranteed by the City and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job; and that the sum of the products of the quantities listed in the itemized proposal, multiplied by the unit price bid shall constitute the gross sum bid.
5. **SUBLETTING OF CONTRACT.** The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the Owner. Requests for permission to sublet, assign, or otherwise dispose of any portion of the contract shall be in writing and accompanied by evidence that the organization which will perform the work is particularly experienced and equipped for such work. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than thirty percent (30%) of the total contact cost, except that any items designated in the contract as specialty items may be performed by subcontract and the contract value of any such specialty items so performed by subcontract may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with his own organization.

No subcontractor is permitted to further subcontract his work; no 2<sup>nd</sup> tier subcontracting is allowed.

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**ANTI-COLLUSION STATEMENT**

STATE OF MISSOURI  
COUNTY OF \_\_\_\_\_

being first duly sworn, deposes and  
says that he is

\_\_\_\_\_

Title of Person Signing

of

\_\_\_\_\_

\_\_\_\_\_

Name of Bidder

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

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

By \_\_\_\_\_

By \_\_\_\_\_

By \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

Notary Public

My Commission Expires \_\_\_\_\_

**SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION**

**Project:** \_\_\_\_\_  
**Job No.** \_\_\_\_\_  
**Route:** \_\_\_\_\_  
**County:** \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_  
Company

By \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Title

**AFFIDAVIT OF COMPLIANCE WITH SECTION 285.500 RSMo, Et Seq.  
FOR ALL AGREEMENTS IN EXCESS OF \$5000.00.  
Effective January 1, 2009**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_

State of \_\_\_\_\_, personally appeared \_\_\_\_\_ (Name)

who is \_\_\_\_\_ (Title) of \_\_\_\_\_

(Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company) and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 RSMo., et seq.

**Documentation of participation in a federal work authorization program is attached to this affidavit.**

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

My commission expires: \_\_\_\_\_

**AFFIDAVIT OF COMPLIANCE WITH SECTION 292.675 RSMo, Et Seq.  
FOR ANY PUBLIC WORKS PROJECT CONTRACT  
Effective August 28, 2009**

STATE OF \_\_\_\_\_ }  
COUNTY OF \_\_\_\_\_ } ss.

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_,  
State of \_\_\_\_\_, personally appeared \_\_\_\_\_ (Name)

Who is \_\_\_\_\_ (Title) of \_\_\_\_\_

(Name of company), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

1. that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 RSMo., et seq.

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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

My commission expires: \_\_\_\_\_



**AFFIDAVIT OF COMPLIANCE WITH THE PREVAILING WAGE LAW**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, personally came and appeared

\_\_\_\_\_ of \_\_\_\_\_  
(Name & Title) (Company Name)

(a Corporation) (a Partnership) (a Proprietorship), and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements and with Wage Determination No. \_\_\_\_\_ or Annual Wage Order No. \_\_\_\_\_ issued by the Division of Labor Standards on project

\_\_\_\_\_, \_\_\_\_\_,  
(Job No.) (Route or location, if building construction)

\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

\_\_\_\_\_  
(Signature)

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_.

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

Notary Public

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## **E. JOB SPECIAL PROVISIONS**


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	<b>CITY OF PIERCE CITY, MISSOURI</b> 1 Frisco Pl. Pierce City, MO 65723 Phone 1-417-476-2323
	<b>OWN, Inc. (formerly Anderson Eng.)</b> 3213 S. West Bypass Springfield, MO 65807 Certificate of Authority: 000062 Consultant Phone: 417-866-2741
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JOB NUMBER: TAP-9900 (767) LAWRENCE COUNTY, MO DATE PREPARED: 09/22/2025
	ADDENDUM DATE:
Only the following items of the Job Special Provisions are authenticated by this seal: All	

## JOB SPECIAL PROVISIONS

### 1.0 **GOVERNING SPECIFICATIONS AND DEFINITION CHANGES**

The general requirements, provisions and technical specifications governing the completion of the work contemplated shall be those known and designated as the current edition (2023) of the "Missouri Standard Specifications for Highway Construction" (hereinafter referred to as the MoDOT Standard Specifications) together with General and Job Special Provisions, if any, and other State and Federal requirements contained in the contract documents. In the event of conflict between the above referenced specifications and special provision, the Job Special Provisions shall have precedence, followed in descending priority by the General Special Provisions, and the MoDOT Standard Specifications. In the event of a disagreement between the Job Special Provisions and the Plans, the Plans shall have precedence.

All reference to the "City" or "Owner" shall be interpreted as the City of Pierce City, Lawrence County, Missouri.

### 1.1 **NOTICE OF LETTING**

After the date is fixed for the receipt of bids, the Owner may, in addition to the notice required by law, give notice of such date by mail directly to those contractors known to the consulting Engineer as being engaged in the type of construction to be bid.

### 1.2 **BID GUARANTY**

A bidder's deposit in cash or certified check payable to the City of Pierce City, Missouri, for not less than five percent (5%) of the amount of the bid, or a bid bond will be required before a proposal will be considered

### 1.3 **INSURANCE**

The Contractor shall provide insurance in the type and amount specified in Section 107.13 of the MoDOT Standard Specifications.

### 1.4 **TAX EXEMPT**

This project will be tax exempt. The Owner will furnish the necessary information for this project to be considered tax exempt.

### 1.5 **CONTRACT PLANS AND SHOP DRAWINGS**

The Contractor will be supplied with four (4) sets of approved plans and contract assemblies including special provisions. Additional sets of approved plans and contract assemblies including special provisions may be purchased as provided in the Notice to Bidders. One (1) set of approved plans and contract documents including special provisions shall be kept available on the job site at all times. Additional sets of plans and specifications may be purchased for \$65.00 for plans and \$25.00 for specifications.

Shop Drawings. The Contractor will not be required to submit detailed shop and dimension drawings for this project.

### 1.6 **SUBSURFACE CONDITIONS**

A subsurface investigation of the project area has not been performed. Excavation is unclassified for payment purposes. The Contractor may conduct his own investigation if he desires after first obtaining permission from the Owner.

**1.7 COOPERATION WITH UTILITIES**

- A. The Contractor shall make suitable and timely written requests to all utility owners, all pipeline owners, or other parties affected, and endeavor to have all locations determined and any necessary adjustments of public or private utility fixtures, pipe lines, and other appurtenances within or adjacent to the limits of construction, made as soon as practicable. One (1) copy of all requests shall be submitted to the Engineer.
- B. The utilities shown on the plans may not be accurate and may have been relocated. The Contractor shall contact all utilities to obtain plans showing their relocation.
- C. In the event utility services are interrupted as a result of breakage within the project limits, the Contractor is to notify the appropriate utility authorities and cooperate with them until service has been restored.
- D. For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area of the construction work for this improvement:

<u>Utility Name</u>	<u>Known Required Adjustment</u>
Sewer City of Pierce City 1 Frisco Pl. Pierce City, MO 65723 Contact: Ms. Sarah Clark Telephone: (417) 473-2323	No
Water City of Pierce City 1 Frisco Pl. Pierce City, MO 65723 Contact: Ms. Sarah Clark Telephone: (417) 473-2323	No
Electric Empire District Electric 602 S. Joplin Ave. Joplin, MO 64801 Contact: Telephone: (417) 625-5100	No
Natural Gas Spire Missouri Inc. 520 E. 5 <sup>th</sup> St. Joplin, MO 65802 Contact: Telephone: (800) 582-1234	No



1. The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to the City of Pierce City at this time. This information is provided by the City of Pierce City "as-is" and the City of Pierce City expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the City of Pierce City shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the Contractor to verify the above listing information indicating existence, location and status of any facility. Such verification includes direct contact with the listed utilities.
  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.
  3. The Contractor shall be solely responsible and liable for incidental and consequential damage to any utility facilities or interruption of the service caused by it or its subContractors operation. The Contractor shall hold and save harmless the City of Pierce City from damages to any utility facilities interruption of service by it or its subcontractor's operation.
- E. It shall be noted by the Contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Some work on this project may be in the vicinity of MoDOT utility facilities, which includes but is not limited to traffic signal cables, highway lighting circuits, ITS cables, cathodic protection cables, etc. Prior to beginning work, the Contractor shall request locates from Missouri One Call. The Contractor shall also complete the Notice of Intent to Perform Work form located at the Missouri Department of Transportation website:

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

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

### 1.8 LINES AND GRADES

The Contractor will set initial field control consisting of setting centerline control at each end of the project and one bench mark for each substantial structure. The Contractor shall be responsible for the preservation of all bench marks and control monuments, property corners, public land corners within, or adjacent to the project limits. If any of these marks are destroyed or disturbed, the cost of replacing them may be charged to the Contractor.

The Contractor shall furnish all men, equipment, tools stakes and other material required and shall stake out the following in a manner acceptable to the Engineer:

1. Re-staking of items staked by the Contractor, when stakes are lost or destroyed for any reason.
2. Slope stakes and offset grade stakes for curb and gutter, storm sewers paved channels, inlets, manholes and retaining walls.
3. Centerline grade stakes for unlined channels and pavement.
4. "Blue Top" hubs set to elevation of subgrade for centerline of streets and at such other locations as to assure proper thickness and drainage of pavements.
5. Offset stakes for edge of roadway pavement.
6. Stakes for fencing and driveways and other stakes required for the proper construction of the Work.

The Contractor shall make whatever additional measurements and alignments he may find necessary or convenient to enable him to construct each element of the work in the correct position to correspond to the information shown on the plans and given by the Engineer during the progress of the work. Elevations shown on the plans and referred to in the specifications are based on the benchmarks indicated, but should be field verified. The Contractor shall employ competent personnel for making position, gradient and alignment determinations and measurements.

### 1.9 AUTHORITY AND DUTIES OF THE CONSULTING ENGINEER

As the immediate representative of the Owner, the consulting Engineer has direct charge of the engineering details of each construction project. The consulting Engineer has the authority to reject defective material and to suspend and reject any work that is being improperly performed.

### 1.10 OBSERVATION OF WORK

On this project the Resident Engineers (hereinafter referred to as the Engineer) will be the Owner's personnel or other authorized representatives designated by the Owner. All references to "Chief Engineer" or "Administrator" shall refer to the Owner's Engineer.

All materials and each part of or detail of the work shall be subject to observation by the Owner, its authorized representative, and officials of other State or Federal governmental agencies having jurisdiction over the work or funding of the project. Access to all parts of the work shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed observation. In lieu of observation and testing of all materials except concrete, the Owner may request, and the Contractor shall provide certification that materials used in the construction meet all specification requirements.

Observations and job control tests will generally be made by the Engineer on the following items of work. It shall be the responsibility of the Contractor to notify the Engineer by 12:00 p.m. of the day preceding any operation which affects these items:

- Initial Layout
- Utility Relocation
- Removal of Existing Structure
- Trench Excavation
- Bedding and Backfill of Storm Drainage items
- Reinforcing Steel Placement
- All Concrete Operations
- All Asphalt Operations
- Backfilling Against Concrete Structures
- Embankment Fill and Compaction
- Geotextile Placement
- Seeding and Mulching
- Fence Installation

If any operation which affects the above mentioned items is to be performed on a Monday, notification must be made to the Engineer by 12:00 p.m. of the preceding Friday. If any operation which affects the above mentioned items is to be performed on a Saturday or Sunday, notification must be made to the Engineer by 12:00 p.m. of the preceding Thursday. The lack of observation or inspection by the Engineer shall not relieve the Contractor of the responsibility to construct the project according to the plans and specifications. Any work performed or materials used without authorization by the Engineer may be ordered removed and replaced at the Contractor's expense.

**1.11 DEFECTIVE WORK**

All construction and materials which have been rejected or declared unsatisfactory shall be remedied or removed and replaced in an acceptable manner by the Contractor at his expense. All expense incurred by the Contractor due to corrections, or removal and replacement of rejected construction materials shall be borne by the Contractor, and will be deducted from any payment which is or may become due the Contractor. Upon failure of the Contractor to remedy or remove and properly dispose of rejected materials or work, or to replace them immediately after receiving written notice from the Engineer, the Engineer may employ labor to rectify the work, and the cost of rectification will be deducted from any payment due or which may become due the Contractor.

**1.12 CLAIMS FOR ADJUSTMENT**

If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional compensation above that fixed by the Contract, or on which he contemplates bringing claims for such extra compensation, he shall promptly and before incurring any expense, notify the Engineer, in writing, of the conditions and circumstances and that he proposes to make such claims. The Contractor agrees that any claims made without such advance notice, and not presented in such manner as to enable the Engineer to observe conditions as they occur and to verify expenses as they occur and to determine with certainty the correctness of such claims and of the expenses involved, are waived and shall be null and void. No extra compensation shall be awarded in any event without prior written approval of the Chief Engineer or Administrator. The Contractor shall have a maximum of ten percent (10%) markup on materials and subcontractors for overhead, profit and coordination.

If any conditions arise which in the Contractor's opinion will require him to make any claims or demands for extra or additional completion time above that fixed by the contract, he shall notify in writing to the Engineer of the conditions and circumstances and that he

proposes to make such claims within one calendar day of the delay. The Contractor agrees that any claims made without such notice, and not presented in such manner as to enable the Engineer to observe conditions as they occur and to verify delays as they occur and to determine with certainty the correctness of such claims and of the delay involved, are waived and shall be null and void. No extra completion time shall be awarded in any event without written approval by the Chief Engineer or Administrator within five days of the occurrence.

### 1.13 **MATERIALS TESTING**

Per [MODOT Engineering Policy Guide \(EPG\) Section 136.11.17](#), Three different types of samples and tests are required for each project as follows:

1. Job control samples are taken and tests are conducted as work progresses to assure the project is constructed in compliance with the applicable specifications. All project sampling and testing of materials shall be performed by the LPA or by a consultant employed by the LPA. If a LPA does not use MoDOT QC/QA practices, the guidelines in the [Off-Systems Guide Schedule for Federal-Aid Acceptance Sampling and Testing \(FAST\) table](#) should be followed.

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. They will be identified by a certification card issued by the certifying authority. The card will note the expiration date and each certification level. Any individual who has not been qualified is not eligible to perform these functions on federal-aid projects.

Test reports or certifications are necessary for all material incorporated into the work. The test report or certification must show the quantity of material being reported and whether it meets the specifications.

Submission of job control test results to MoDOT is not required unless requested by MoDOT or the FHWA. These test results must be retained as outlined in this article.

2. Independent assurance samples and tests will be performed by MoDOT personnel in accordance with the procedures and at the frequency set forth in [EPG 106.22 Material Inspection Revisions](#). Independent assurance samples and tests will not be required of the LPA or the LPA's consultant.
3. Small quantities of materials may be accepted for an LPA project based on some combination of certification documentation, delivery tickets and visual inspection. This allowance is intended for materials that will not adversely affect the traffic-carrying capacity of the completed facility and are not to be used for concrete in major structures, permanent mainline or ramp pavements, or other structurally critical items. MoDOT has approved a schedule of materials quantities which may be accepted without complying with the sampling and testing requirements mentioned above. This schedule of material items is listed in [EPG 136.11.17.1 Small Material Quantity Acceptance Table](#). Any major deviation from this schedule should be approved by MoDOT at the PS&E submission.

### 1.14 **SUBLETTING OF CONTRACT**

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract or contracts or any portion thereof, or of his right, title, or interest therein, without written consent of the Engineer. Requests for permission to sublet, assign, or otherwise dispose

of any portion of the contract shall be in writing and accompanied by evidence that the organization which will perform the work is particularly experienced and equipped for such work. In case such consent is given, the Contractor will be permitted to sublet a portion thereof, but shall perform with his own organization, work amounting to not less than thirty percent (30%) of the total contract cost, except that any items designated in the contract as specialty items may be performed by subcontract and the contract value of any such specialty items so performed by subcontract may be deducted from the total contract cost before computing the amount of work required to be performed by the Contractor with his own organization.

No subcontractor is permitted to further subcontract his work; no 2<sup>nd</sup> tier subcontracting is allowed.

**1.15 CONTRACT TIME FOR COMPLETION OF WORK AND PHASING**

The computation of time by calendar days will be based on consecutive calendar days beginning with the authorization date stated in the Notice to Proceed with no regard to weather and site conditions, holidays, weekends or seasons.

**1.16 MEASUREMENT AND PAYMENT**

Measurement of Quantities. Unless otherwise specified hereinafter, all work performed under the Contract will be paid for on a contract quantity basis or will be measured by the Engineer according to United States Standard measure should measurement be deemed appropriate by the Engineer. When the quantity of any item that is to be paid for on a contract quantity basis is found to include errors, or when an authorized revision of the plan is made, the quantity will be corrected before making final payment. Should a disagreement arise between the Engineer and the Contractor over such errors in the quantities, the Contractor shall submit detailed calculations to the Engineer supporting his claim. The method of measurement and computations to be used in determination of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practice. Unless otherwise specified, payment for specific pay items shall cover all costs, labor, materials, etc., required to complete the task or produce a finished item in place.

The Contractor shall not begin any work under classifications for which price payments are not provided in the contract without first bringing the matter to the attention of the Engineer, and no bill or charges for extra or force account work will be allowed except for that ordered in writing and approved by the Chief Engineer or Administrator and Owner.

The Contractor shall submit to the Engineer progress payment estimates on or about the 5<sup>th</sup> day of each calendar month for the work performed during the previous month and the value thereof at the Contract unit prices. The proper percentage with relation to completion will be allowed for all incomplete items. The Engineer will review the payment estimate and verify percentage of work complete.

No payment will be made on account of materials not yet incorporated into the work.

Payment may be withheld or nullified in whole or part to such extent as may be necessary to protect the Owner from loss on account of:

- A. Failure of Contractor to properly submit material certifications and substantiating test reports required under the Job Special Provisions.

- B. Failure of Contractor to properly submit certified copies of labor payrolls required under Section 110 of the MoDOT Standard Specifications.
- C. Defective work not remedied.
- D. Failure of the Contractor to properly make payment to suppliers or subcontractors for material and/or labor.
- E. A reasonable doubt that the contract can be completed for the balance then unpaid.
- F. Damage by the Contractor to a property owner.

Prior to requesting final payment, the Contractor shall file with the Owner the following:

- A. An affidavit stating to the effect that all payments have been made and all claims have been released for all materials, labor, and other items covered by the contract bond;
- B. Written consent of the surety to such payment;
- C. Certification regarding work performed by and payments made to Disadvantaged Business Enterprises (DBE's);
- D. Lien Waivers signed by each subcontractor and supplier furnishing work or materials to the project releasing all claims to said work and materials;
- E. Any other documents which may be required by the contract, Owner or the Consulting Engineer.

Each Contractor and subcontractor shall file with the Owner, upon completion of the project and prior to final payment thereof, an affidavit on the form provided that he has fully complied with the provisions and requirements of the Prevailing Wage Law.

When the work has been completed and certified by the Owner, a final estimate will be executed and submitted, which will provide payment to the Contractor for the entire sum due him as set forth in these specifications, including the amount previously retained by the Owner. All prior partial estimates and payments shall be subject to correction by the Owner in this final estimate and payment.

Delete Sec. 109.14 of the MoDOT Standard Specifications. This work is considered incidental to related construction.

Delete Sec. 109.15 of the MoDOT Standard Specifications. Payment will be made only for pay items included in the bid form. All other work is considered incidental to related construction.

#### **1.17 FEDERAL HIGHWAY PARTICIPATION (JSP-09-02C)**

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 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.

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. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at [www.modot.org](http://www.modot.org) under "Bidding". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. 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.

The following documents are available on the Missouri Department of Transportation web page at [www.modot.org](http://www.modot.org) under "Business"; "Standards and Specifications". The effective version shall be determined by the letting date of the project.

General Provisions & Supplemental Specifications

Supplemental Plans to July 2017 Missouri Standard Plans  
For Highway Construction

These supplemental bidding documents contain all current revisions to the published 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.

**1.18 STATE WAGE RATE REQUIREMENTS**

The proposal and contract contain provisions requiring payment of the prevailing hourly rate of wages for each craft or type of workman required to execute the contract as determined by the Department of Labor and Industrial Relations of Missouri.

The Contractor and all subcontractors shall maintain books, accounts, ledgers, invoices, drafts, documents, pages and other business records pertaining to the performance of the contract with such materials available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for three (3) years from the date of final payment under the Contract, for inspection by authorized representatives of the Owner.

The Contractor and each subcontractor shall be required to submit to the Engineer one certified copy of labor payrolls for each month that work is in progress. Certified payrolls are to be submitted with monthly pay requests. If work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

Payrolls to be submitted shall be checked for compliance with the contract requirements and will be retained by the Owner for a period of three years following final payment, during which time they will be open to inspection by authorized representatives of the Owner.

The Contractor shall be responsible for the submittal of payrolls and certifications for all subcontractors.

The Engineer will check payrolls, with the following checks being made to ensure proper labor compliance.

- A. The employee's full name as shown on his social security card, his address and social security number shall be entered on each payroll.
- B. Check the payroll for correct employee classification.
- C. Check the payroll for correct hourly wage and, if applicable, the correct overtime hourly rate.
- D. Check the daily and weekly hours worked in each classification including actual overtime hours worked. (Not adjusted hours).
- E. All deductions are listed in the net wage shown. The Form WH-348 is to be used if fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
- F. To assure that the payrolls are arithmetically correct, approximately 10 percent of the extensions on the first 3 payrolls shall be checked. The Contractor will be advised of any violations noted on the labor payroll. All the errors will be corrected by means of a supplementary payroll.
- G. All checking by the Engineer will be made in red and initialed by the checker.
- H. Final payroll will be marked "Final" or "Last Payroll."
- I. A record of all payrolls will be maintained by the Owner.

#### **1.19 POSTED NOTICES**

The contracts for construction projects require that certain information be displayed in a conspicuous place within the project limits for the duration of the contract. The following is a list of required information to be posted by the Contractor both on the project and in the Owner's office:

1. Missouri Equal Employment Opportunity Notice
2. PR-12022, Title 18, Section 1020, Notice on False Statements.
3. Prevailing Wage Rates

#### **1.20 PERMITS, EASEMENTS, AND RIGHT-OF-WAY**

Unless specifically stated otherwise, the easements and rights-of-way for the construction will be provided by the Owner. The Contractor shall confine his construction operations to the immediate vicinity of the location shown on the plans, and shall use due care so as to cause the least possible damage to property.

All licenses, permits, certificates, etc., required for and in connection with the work to be performed under the provisions of these contract documents shall be secured by the Contractor entirely at his own expense.

The Contractor shall not park, store materials, or equipment, etc. off of the right-of-way or temporary construction easement without written permission from the property owner. A



copy of such written permission shall be given to the Engineer. The Contractor shall be fully responsible for any damages to property. The contractor shall use caution when working in the temporary easement area.

#### **1.21 TRAFFIC CONTROL PROVISIONS**

All signing and barricades shall conform to the current edition of the Manual on Traffic Control Devices published by the Federal Highway Administration, including any revisions thereto. Where Type III barricades are required, they shall be an 8-foot minimum rather than the 2-foot minimum shown in the Traffic Control Manual,

Traffic control devices shall be set up prior to the start of construction and construction shall not begin until the signing and barricading has been reviewed by the Owner's Field Representative. All traffic control devices shall be properly maintained for the project duration. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. When operations are performed in stages, there shall be in place only those devices that apply to the conditions present during the stage in progress. Signs that do not apply to conditions present shall be removed, covered, or turned so as not to be readable by oncoming traffic. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic around the work.

The traffic control provisions called for on the Traffic Control Plans are the minimum requirements for traffic control and the Contractor shall implement additional measures as deemed appropriate by the Owner's Field Representative. Cost of all traffic control measures used, including but not limited to flag persons, channelizer barrels, cones, barricades, flashers, and temporary striping requirements shall be considered covered by the contract amount for the pay items: CONSTRUCTION SIGNS and MOVEABLE BARRICADE – SIDEWALK CLOSED. Upon failure of the Contractor to comply with any traffic control directive given by the Owner's Field Representative, the Owner shall have the authority to cause said conditions to be corrected and to deduct the associated cost from any payment due, or which may become due, the Contractor.

The Contractor shall not begin a phase of the project that will detour or close the roadway to traffic until the Contractor has all materials necessary for that phase of the work delivered to the site or readily available to him, all necessary equipment and manpower readily available, and is prepared to perform the work with due diligence, so as not to impede traffic for an unnecessary amount of time.

The Contractor shall submit any variations or different concepts for the Traffic Control Plans to the Owner in writing and drawing format. The variations will only be allowed if approved by the Highway Department Administrator or Chief Engineer in writing.

#### **1.22 SAFETY PROVISIONS**

The contractor shall be solely responsible for establishing and conducting a project safety program for the protection of the public and personnel employed by the contractor and his subcontractor(s) on the project site or in the immediate vicinity of the work.

All costs incurred by the Contractor and his subcontractor(s) for establishment and maintenance of the Safety Program shall be considered completely covered by the total contract amount with no additional compensation being made for acquisition of safety equipment or performance of safety related procedures.

### 1.23 **MOBILIZATION**

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

Based on the contract lump sum price for MOBILIZATION, partial payments will be allowed on the next estimate as follows:

- A. When 5 percent or more of the original contract amount is earned, 25 percent.
- B. When 10 percent or more of the original contract amount is earned, an additional 25 percent.
- C. When 25 percent or more of the original contract amount is earned, an additional 25 percent.
- D. When 50 percent or more of the original contract amount is earned, the final 25 percent.

### 1.24 **CONTRACTOR REPRESENTATIVE AND RESPONSIBILITIES**

The Contractor shall have on the work site at all times, as the Contractor's agent, a competent individual who is capable of reading and thoroughly understanding the plans and specifications, has read the specifications, and is thoroughly experienced in the type of work being performed, who shall receive instructions from the Engineer. That individual shall have full authority to execute orders or directions of the Engineer without delay, and to promptly supply such material, equipment, tools, labor and incidentals as may be required. That individual shall coordinate work with all subcontractors, utility companies, other Contractors in the area and any other coordination needed.

Failure of the Contractor to have the Contractor's agent on the work site when work is in progress will be grounds for the Engineer to issue a Stop Work Order. No further work will be allowed on site until the contractor's agent is on the work site. The time that work is stopped will not be a basis for extension of the calendar day count. The day that work is stopped will count toward the calendar days called for in the contract.

The Contractor shall give the work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the Engineer in every way possible.

The Contractor and his agent shall attend monthly meetings with Owner's staff. The Contractor at the meeting shall submit a schedule of work in Gantt chart form. This meeting will be coordinated between Owner's staff and the Contractor's Representative. The meeting will be held at the City of Pierce City Hall at 1 Frisco Pl, Pierce City, Missouri.

At the preconstruction meeting a date and time will be set for the future monthly meetings. This date and time may be modified if agreed to by the Contractor and the Owner.

Failure to attend monthly meetings with the Owner will be considered grounds for the Owner to withhold full Progress Payment until the situation is corrected.

The Contractor shall maintain one set of contract documents on the work site at all times.

**1.25 ADD ALTERNATE SECTIONS**

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

Routes	Proposal Section Description
Adams Ave. STA 14+35 – STA 23.69	Base
Adams Ave. STA 9+40 – STA 14+35	Add Alternate #1
Adams Ave. STA 4+75 – STA 9+40	Add Alternate #2
Adams Ave. STA 0+00 – STA 4+75	Add Alternate #3

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

**B. Consideration of Bids.** The contractor shall submit a bid for each add alternate section. The Owner (herein also called Agency) reserves the right to award, to the lowest responsible bidder, the combination of base plus add alternate sections that will allow the most work to be completed within the Agency 's budget per the MoDOT LPA award and agreement. If the Agency chooses to exercise this right, the award of add alternate sections will be selected in accordance with the following priorities:

1. Base + Add Alt #1
2. Base

B.1 The Agency reserves the right to award the combination of highest priority add alternate sections over the Agency 's budget as long as the low bidder does not change and the award of the combination of highest priority alternate sections does not exceed more than ten percent or \$250,000 of the Agency 's budget, whichever is less.

B.2 The Agency 's budget is the basis for award of add alternates but not the basis for award of the base section. The base section of the contract will be awarded or rejected in accordance with Sec 100.

B.3 The awarded bidder will be notified, on MoDOT's website, of the Agency 's selection of the combination of add alternate sections to be awarded the day of the Commission meeting.

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

**D. DBE Goal.** The DBE contract goal percentage specified in the Request for Bid applies to work completed for the base bid only unless otherwise stated.

D.1 The bidder shall submit the completed "DBE Identification Submittal" information in accordance with the bid documents for the total DBE participation percentage for the base bid.

D.2 The bid items in the add alternates may not be used toward DBE participation for the DBE goal on the base bid. This does not preclude DBE's from performing on add alternate items.

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

## **2.0 CLEARING AND GRUBBING**

All areas within the construction limits shall be cleared and grubbed by the Contractor and related costs shall be provided as a part of Bid Pricing where designated or as incidental and included in other items. Clearing and grubbing shall be performed in accordance with the MoDOT Standard Specifications, Section 201.

Payment for clearing and grubbing of project area, waste sites, and borrow sites will be covered under bid item CLEARING AND GRUBBING, lump sum.

## **2.1 REMOVAL OF IMPROVEMENTS**

Removal of improvements shall be performed in accordance with Section 202 of the MoDOT Standard Specifications with the following exception.

If no pay item for removal of improvements is included in the contract, removal of improvements will be considered incidental to the work and no direct payment will be made.

## **2.2 DISPOSITION OF EXISTING EQUIPMENT AND MATERIALS**

The Contractor shall be responsible to dispose of all existing equipment and material that is demolished or removed from the project.

All cost incurred for equipment, labor, materials or time required to fulfill the above provision shall be considered as included in and completely covered by the unit price bid for "Removal of Improvements (General)" per lump sum.

## **2.3 EMBANKMENT IN PLACE**

Embankment shall be constructed in accordance with this Specification. This work shall consist of constructing the required embankment from suitable material excavated on site or borrow materials obtained from sources selected by the contractor and approved by the Engineer. This work shall be performed in conformance with the lines, grades and typical sections shown on the plans and shall include the placing of the waste material as directed by the Engineer.

Prior to beginning excavation and embankment operations, clearing, grubbing and stripping shall be performed in that area. The existing asphalt driving surface and aggregate base (or existing gravel surface) shall be scarified and completely broken up to a minimum depth of at least six inches the full project length. Existing slopes steeper than 3 horizontal to 1 vertical will be cut and benched as indicated on the plans or as directed

by the Engineer. In areas in which less than 24" of compacted fill is to be placed over the old roadbed, the scarified pavement will be removed or redistributed in areas where more than 24" of fill will be placed.

The scarified material and the exposed existing subgrade shall be compacted using a sheepsfoot roller of sufficient weight and number of passes being made until no pumping is observed as a loaded, 15-ton tandem axle truck makes slow passes over the compacted surface. Should the existing subgrade prove to be unsuitable as determined by the Engineer, the Contractor shall perform stabilization measures as specified in the section of these Special Provisions entitled "Subgrade Stabilization." The Contractor shall endeavor to maintain the exposed subgrade in good condition, primarily by means of providing for proper drainage of the roadbed. If, through negligence on the part of the Contractor, the exposed subgrade degrades and becomes unsuitable, the Contractor, at his own expense, shall perform stabilization measures as specified in the section of these Special Provisions entitled "Subgrade Stabilization."

Embankment Material shall be clayey soils containing a high chert content, obtained from on-site sources selected by the Contractor and meeting with the approval of the Engineer. Samples of all proposed fill materials shall be submitted to a soil testing agency approved by the Engineer for determination of soil classification, Atterberg Limits and moisture-density relation curve per AASHTO T99 or ASTM D-698 at the Contractor's expense. Accompanying the laboratory test results, the Contractor shall also submit a statement from a qualified soils engineer, in the employ of the testing laboratory, as to the suitability of the proposed fill material for road fill, the recommended moisture content range for proper compaction, the internal angle of friction expected for the compacted fill material and any additional friction expected for the compacted fill material and any additional recommendations regarding compaction and stabilization. Should a noticeable discrepancy be observed between the characteristics of the sample(s) submitted and the fill materials delivered to the site, the Contractor shall submit a new sample(s) representative of the delivered fill materials for the required laboratory tests at the Contractor's expense. Copies of the soil reports shall be submitted to the Engineer for review and approval prior to fill operations.

All fill materials shall be placed in 8-inch maximum loose lifts at the recommended moisture content and compacted to 95 percent of maximum density as determined by the Standard Proctor Compaction Test. Where possible, embankment fill shall be compacted using a sheepsfoot roller sufficiently heavy to produce interlocking between lifts. The Contractor shall achieve the required moisture content at his expense by wetting or drying as required. The first field density and moisture content tests shall be provided by the Engineer. In the event that a location fails to meet the requirements for either of these tests, all re-testing to certify the fill shall be at the Contractor's expense.

Backfill around structures shall be compacted to 95 percent of the maximum density as determined by the Standard Proctor Compaction Test to prevent future settlement, by tamping or other means acceptable to the Engineer. Hand compacted fill shall be placed in layers not to exceed four (4) inches in thickness, wetted if necessary, and tamped with hand or mechanical tampers until the required compaction is obtained. At locations designated, the Contractor shall use flowable backfill.

The Contractor shall endeavor to maintain the completed embankment in good condition, primarily by means of providing for proper drainage of the roadbed and repair of equipment rutting. If, through negligence on the part of the Contractor, the embankment degrades

and becomes unsuitable, the Contractor, at his own expense, shall perform corrective measures consisting of removal and replacement of a depth of embankment sufficient to restore the embankment to good condition, i.e., eliminate soft spots, pumping, etc.

The top soil called out on the plans to be placed on the shoulders over the base rock is included in this work.

Any costs incurred by the Contractor through compliance with the above will be completely covered in the total contract bid amount, except for those items covered by change orders. Payment shall be made at the contract unit price for EMBANKMENT IN PLACE with measurement made to the nearest cubic yard.

## 2.4 **SUBGRADE STABILIZATION**

Should the existing subgrade prove to be unsuitable as determined by the Engineer, the Contractor shall perform one of the following stabilization measures with the method used depending on the depth of unsuitable subgrade.

**SUBGRADE STABILIZATION USING EARTH FILL.** Where it is determined the depth of unsuitable subgrade is twenty-four (24) inches or less, the unsuitable subgrade shall be removed, disposed of and replaced using material and compaction methods stated in these Special Provisions for Embankment in place. The volume of unsuitable subgrade removed will be measured to the nearest cubic yard determined by field measurement of the hole by the Owner. This measurement shall be completed prior to filling the area. Payment shall be made at the Contract unit price for SUBGRADE STABILIZATION USING EARTH FILL which shall cover the removal and disposal of unsuitable subgrade and the procurement, hauling and placement of replacement material.

**SUBGRADE STABILIZATION USING SHOT ROCK.** Where it is determined the depth of unsuitable subgrade is greater than twenty-four (24) inches, the unsuitable subgrade shall be removed to a depth of twenty-four (24) inches, disposed of and replaced using a twenty-four (24) inch thick layer of four (4) to six (6) inch crushed limestone containing minimal fines. The layer of shot rock shall be compacted by means of two passes of a dozer, D8 or larger. The volume of unsuitable subgrade removed will be measured to the nearest cubic yard determined by field measurement of the hole by the City. This measurement shall be completed prior to filling the area. Payment shall be made at the contract unit price for SUBGRADE STABILIZATION USING SHOT ROCK which shall cover the removal and disposal of unsuitable subgrade and the procurement, hauling and placement of replacement material.

The final actual quantities of Subgrade Stabilization Using Earth Fill and Subgrade Stabilization Using Shot Rock will be compared with the estimated plan quantities and the contract quantities of each item shall be adjusted, overrun or underrun, by means of change order using the respective contract unit price. There shall be no adjustment to the contract unit price of these items whether the quantity is zeroed out, underrun, or overrun.

## 2.5 **BORROW AREAS**

The Contractor shall furnish the necessary borrow required to complete the project.

The necessary clearances for contractor furnished borrow areas shall be obtained prior to using the borrow area for the project. The Contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or borrow areas that have previously been cleared, precluding the need to address most, if not all, of the issues

described below. The contract should include the Federal Project Number on all correspondence. The following addresses the primary environmental issues related to clearance of borrow areas.

(a) Endangered Species Act

Missouri Department of Conservation (MDC)  
Planning Division  
P.O. Box 180  
Jefferson City, MO 65102-0180  
Telephone Number (573) 51-4115 or Fax Number (573) 751-4495

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

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

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

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

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

(b) Farmland Protection Policy Act

Compliance with the Farmland Protection Policy Act, which has the purpose of minimizing federal programs' contribution to the unnecessary and irreversible conversion of farmland caused by non-agricultural uses, the Form AD-1006 is required.

An aerial map showing the borrow site and Form AD-1006 needs to be submitted to the Natural Resources Conservation Service (NRCS) serving the area. Form AD-1006 may be obtained from the NRCS office. Parts I and III of Form AD 1006 should be completed by the contractor. This form can be obtained by calling the NRCS State office at (573) 876-9411. This form should be sent to the NRCS for completion of Parts II, IV, and V. The NRCS office should be instructed to return the form to:

Mr. Jorge L. Lugo-Camacho  
State Soil Scientist

Natural Resource Conservation Service  
601 Business Loop 70 West  
Parkade Center, Suite 250  
Columbia, MO 65203  
Telephone Number: (573) 876-9409  
Email: jorge.lugo-camacho@mo.usda.gov

Parts VI and VII will be completed by Missouri Department of Transportation (MoDOT) Design Division/Environmental Section. The completed form will be returned to the contractor for documentation of compliance. A copy of the form will be given to the Engineer by the contractor.

(c) Wetlands

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

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

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

(d) Hazardous Waste Sites

Proposed borrow sites will probably be located in rural areas which have been used for agricultural or similar purposes. Hazardous wastes are most typically associated with commercial or industrial properties, past or present. Hazardous wastes are unlikely if the proposed borrow area is basically farmland or pasture and has not been used for any commercial activity or dumping. The contractor should document the historic land use of the parcel and explain how this assessment was obtained. The contractor should provide the following documentation to the Engineer who was contacted and the results of the contact. If potential problems are identified during the search for information, it would be wise to locate another borrow area.

(e) Cultural Resources

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

Historic Preservation Program  
Department of Natural Resources



Attention: Review & Compliance  
P.O. Box 176  
Jefferson City, MO 65102  
Telephone Number (573) 751-7858

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

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

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

## **2.6 BLASTING REQUIREMENTS, PRE-BLAST AND POST-BLAST SURVEYS**

Blasting will not be allowed on this project.

## **2.7 TREE REMOVAL**

The project is within the known breeding range of the federally endangered Indiana bat. If any trees need to be removed between March and September\*\*, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 ext. 100 for Ecological Services) for further coordination under the Endangered Species Act. \*\* *Contact Central Office Environmental Section for tree clearing restriction dates.*

No trees are intended to be removed during the course of this project. Contractor is to contact Engineer and MoDOT if tree removal is necessary.

## **2.8 PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY**

The Contractor shall protect, shore, brace, support and maintain any underground pipes, conduits, drains, and other underground construction uncovered or otherwise affected by the construction work performed by him. All pavement, surfacing driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of this contract, together with all trees and shrubs in yards adjacent to the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement. All replacements of such underground construction and surface structures, or parts thereof, shall be made with new materials confirming to the requirement of these specifications, or if not specified, as approved by the Engineer, at this Contractor's expense.

The Contractor shall be responsible for all damage to streets, roads, highways, shoulders, ditches, embankments, culverts, bridges, or other public or private property or facility, regardless of location or character, which may be caused by moving, hauling or otherwise transporting equipment, materials, or men to or from the work or any part or site thereof whether by him or his subcontractors. The Contractor shall make satisfactory and acceptable arrangements with the owner of, or the agency or authority having jurisdiction

over, the damaged property or facility concerning its repair or replacement or payment of costs incurred in connection with said damage.

No fence outside of the right-of-way or easement limits shall be removed without the prior written consent of the property owner of the lot or tract of land on which such fence is located.

### 3.0 **CONCRETE**

Prior to approval and use of the material, the contractor shall furnish a certification stating that the material supplied conforms to all the requirements of these specifications. The certification shall include or have attached typical results of tests for specified properties which have been made on representative samples of the materials to be supplied. The engineer reserves the right to sample and test any material. Acceptance will be based on the certification, visual inspection, and the results of any tests the engineer may perform.

The contractor shall be solely responsible to supply concrete that conforms to the requirements of these specifications. The proportions of ingredients shall be such as to produce a mixture which will work readily into the corners of the forms and around reinforcement by the methods of placing and consolidation employed in the work, but without permitting the materials to segregate or excessive free water to collect on the surface. The mixing procedures and proportions of ingredients shall be determined by the contractor and shall produce the proper place ability, durability, strength and other required properties.

The contractor shall notify the engineer in writing of the source and proportions of the mixture he proposes to furnish. The statement shall include the following:

- A. The types and sources of aggregates.
- B. Type and source of cement.
- C. Scale weights of each aggregate proposed as pounds per cubic yard of concrete.
- D. Quantity of water proposed as pounds or gallons per cubic yard concrete.
- E. Quantity of cement proposed as sacks per cubic yard of concrete. If the cement is to be measured by the sack, the weight per sack shall be shown.
- F. The type and quantity of air entrainment admixture.

Prior to approval and use of the material, the contractor shall furnish manufacturer's certifications, which state that the material supplied conforms to all of the requirements of these specifications. The certifications shall include, or have attached, specific results of laboratory tests for specified physical and chemical properties as determined from samples representative of the material. The engineer reserves the right to sample and test any material. Acceptance will be based on the certification, visual inspection, and the results of any tests the engineer may perform.

The maximum slump requirement shall not be intentionally exceeded. An occasional deviation may be permitted if it will not seriously affect the strength and serviceability of the concrete. The consulting engineer will make the determination if the concrete is acceptable and is allowed to remain in place. This determination will be based on visual inspection of the finished product and compressive strength specimen test results. In the event that the concrete is allowed to remain in place, the engineer will document the basis of acceptance by contract modifications which may provide for an appropriate adjustment in the contract price of such work.

The contractor shall provide and maintain for the sole use of the engineer adequate facilities for safe storage and proper curing of concrete test specimens on the project site for the first 24 hours.

The concrete supplier shall furnish with each load of concrete a certification which states that approved materials meeting the requirements of these specifications have been proportioned and mixed in accordance with the contract requirements. The supplier shall state in the certification the class of concrete being furnished, necessary project identification and the date. The concrete will be subject to acceptance or rejection by visual inspection at the job site.

**3.1 FLOWABLE BACKFILL**

This work shall consist of furnishing flowable backfill as specified on the plans or otherwise permitted for compacted backfill and other cavity filling uses.

Material. All material shall conform to Division 1000 of the MoDOT Standard Specifications, Materials Details, and specifically as follows:

<u>Item</u>	<u>Section</u>
Fly Ash.....	1018
Cement.....	1019
Admixtures.....	1054
Water.....	1070

Fine aggregate shall meet the quality requirements of Section 1005.3 of the MoDOT Standard Specifications, except for the percent passing the No. 200 sieve. It shall be fine enough to stay in suspension in the mortar to the extent required for proper flow and shall conform to the following gradation:

<u>Sieve Size</u>	<u>Percent Passing</u>
3/4 inch.....	100
No. 200.....	0-10

Mixture. The Contractor shall submit to the Engineer a mix design including the proportions and source of material, admixtures, dry cubic yard batch weights and actual 28-day compressive test results which shall exceed 50 psi. The design of the flowable backfill shall meet or exceed that of Conco Companies (480) Rapid Fill-Regular as approved by the Engineer.

Consistency. Consistency of the fresh mixture shall be that of batter, not thin and watery. The correct consistency of the mixture will spread easily and have minimal segregation. Adjustments of the proportions of fine aggregate or water may be made to achieve proper solid suspension and optimum flowability with the approval of the Engineer.

Construction Requirements. The open ends of the area to be backfilled shall be plugged and the void area filled without the use of a vibrator.

Care shall be taken to prevent the movement of any structure from its designated location or intrusion of flowable backfill into undesirable locations. If such movement or intrusion occurs, affected structures may be required by the Engineer to be excavated and replaced to the proper grade and alignment at the Contractor's expense.

No flowable backfill shall be covered or accepted until a minimum compressive strength of 30 psi has been attained, as demonstrated by failure to deform or crush underfoot when a pressure of approximately 30 psi is applied. Note that the material may scuff in this condition. If the backfill does not harden to support the required load, it shall be removed and replaced with an acceptable material at the Contractor's expense.

The Contractor shall use flowable backfill on all storm drain box culverts, storm drain pipes, and any other trenches that require backfilling around a structure that is under the pavement and/or curbs. The Contractor shall completely fill the trench to the bottom of the base course of aggregate for roadway.

Where flowable backfill is used in conjunction with pavement repairs, the flowable backfill shall be filled to the bottom of the bituminous base. If the flowable backfill is not filled to this level, flowable backfill shall be added to the correct level, or bituminous base added.

There will be no direct payment for flowable backfill. The additional cost for flowable backfill shall be incidental to the Storm Drains or structure being backfilled around.

In lieu of using the flowable backfill, the contractor may use City Standard clean crushed rock backfill. The rock backfill shall not extend to the finished slope of the roadway embankment. The contractor shall cap the rock backfill with a minimum of 3-feet of suitable embankment material.

#### **4.0 SAW CUTS**

Saw cuts shall be performed at the transition between all new pavement and existing pavement. This included asphalt and concrete surfacing. Saw cuts shall be full depth. The saw cuts shall include, but not be limited to, ends of project, side streets, driveways, and locations noted on the plans. Saw cuts shall be considered incidental to other work and shall not be paid for directly.

#### **5.0 SITE DRAINAGE**

The Contractor shall be responsible for maintaining the site in a free draining condition such that water does not pond. The Contractor shall not construct cuts, embankments, ditches, etc., until provisions for drainage are in place. The Contractor may construct temporary ditches, berms, place temporary pipes, use pumps, etc., to facilitate draining the site. The Contractor shall schedule his work in a manner to meet these requirements.

There will be no direct payment for any additional cost for complying with this requirement as it shall be considered incidental to the contract.

#### **6.0 TOPSOIL**

This work shall consist of providing and placing top soil on all areas that are to be sodded or seeded, as shown on the plans or directed by the Engineer.

Topsoil shall be obtained from sources approved by the Engineer. Topsoil shall be a fertile, friable and loamy soil of uniform quality, without admixture of subsoil material, and shall be free from material such as hard clods, stiff clay, hardpan, partially disintegrated stone, pebbles larger than one inch in diameter and other impurities. Topsoil shall be relatively free from grass, roots, weeds, and other objectionable plant material or vegetative debris undesirable or harmful to plant life or which will prevent the formation of suitable seedbed.

The Contractor shall stockpile topsoil from the site for use in final grading. The stockpiled material shall be distributed four (4) inches thick on top of areas to be seeded or sodded prior to seeding or sodding. Rocks larger than one (1) inch shall be removed. If the site does not have enough topsoil, the Contractor shall provide and place top soil meeting the approval of the Engineer. No direct payment will be made for this work including, but not limited to, materials, equipment, manpower, etc., necessary to comply with the provisions of this special provision.

**6.1 FINAL SEEDING**

This work shall consist of preparing, liming and fertilizing the seed bed, and furnishing and sowing the specified seed mixture. The seed mixture shall be applied at a rate specified elsewhere in this contract. Work, materials, and Basis of Payment shall be in conformance with Section 805 of the MoDOT Standard Specifications.

It shall be the responsibility of the Contractor to notify the Engineer a minimum of 24 hours prior to beginning any final seeding operation. If such operations are to be performed on a Saturday, Sunday, or Monday, notification must be made to the Engineer by 11:00 a.m. of the preceding Friday. The Contractor shall receive approval from the Engineer of each area to be seeded prior to beginning any seeding activity. The lack of observation or inspection by the Engineer shall not relieve the Contractor of the responsibility to construct the project according to the plans and specifications. Any work performed or materials used without authorization by the Engineer may be ordered removed and replaced at the Contractor's expense.

The seed mixture shall be applied at a rate specified elsewhere in this contract.

**6.1.1 FINAL SEEDING RATE**

The following seed mixture may be applied at the locations and rates specified. Contractor shall coordinate with seed supplier for suitable mix appropriate to season in which seed is to be applied.

TYPICAL MIX		
Inside and Outside Final Right-of-Way Limits		
Seed Type	Mixture	Rate
Turf Type Tall Fescue	75%	90 lbs/acre
Kentucky Bluegrass	10%	12 lbs/acre
Annual Ryegrass	10%	12 lbs/acre
Ladino or White Dutch Clover	5%	6 lbs/acre
TOTAL	100%	120 lbs/acre

**6.2 FERTILIZING**

This work shall consist of the application of agricultural lime and commercial fertilizer and soil preparation for seeding on areas indicated on the plans. Work, materials and Basis of Payment shall be in conformance with Section 801 of the MoDOT Standard Specifications.

**6.2.1 FERTILIZING RATE**

A typical application rate of fertilizer for initial establishment of vegetation after seeding is approximately 1 pound of actual nitrogen per 1,000 square feet. Apply

10-24-18 (a typical fertilizer blend for lawn grass mixes), which represents 10 percent of actual nitrogen, 24 percent of actual phosphorus and 18 percent of actual potassium within the fertilizer compound.

Incorporate lime and fertilizer to a depth of 3- to 6-inches by disking or chiseling on slopes of up to 3:1.

Grade soil to a smooth firm surface to enhance rooting of seedlings and reduce rill erosion.

Subsequent fertilization with an additional 2 pounds per 1,000 square feet of actual Nitrogen approximately one month after initial seeding will help grass growth after germination to achieve the density of vegetation to prevent or minimize erosion. A typical fertilizer for a second application once vegetation is established would be a 20-10-5 mix at 1 pound per 1,000 square feet.

### **6.3 MULCHING**

Materials and application of Vegetative Mulch shall conform to Section 802 of the MoDOT Standard Specifications. Measurement shall be made in accordance with Section 802 of the MoDOT Standard Specifications. Payment for vegetative mulch and placement thereof shall be considered as completely covered by the bid item SEEDING AND MULCHING.

### **7.0 TEMPORARY EROSION AND SEDIMENT CONTROL**

The Contractor shall be responsible for proposing and submitting in writing any alternate Erosion Control Plan. Prior to preparing an alternate detailed Erosion Control Plan, the Contractor shall meet with the Owner's Engineer

*PURPOSE:* The purpose of these specifications is to set forth certain temporary water pollution control measures which shall be required of the Contractor.

The Contractor shall exercise best management practices throughout the life of the project to control water pollution. Construction of permanent drainage facilities as well as performance of other contract work which may contribute to the control of siltation shall be accomplished at the earliest practicable time. Pollutants such as chemicals, fuels, lubricants, bitumens, raw sewage, or other harmful material shall not be discharged from the project.

*DESCRIPTION:* This work shall consist of furnishing, installing, maintaining, and removing temporary control measures as described in these specifications, shown on the plans, or ordered by the Engineer. The control of water pollution will be accomplished through the use of berms, slope drains, ditch checks, sediment basins, seeding and mulching, sandbags, filter sock, dewatering sediment ponds and other erosions control devices or methods, in accordance with these specifications. The control of water pollution shall be performed throughout the duration of the project and shall be performed for all aspects of the work, including relocation of utilities.

The temporary pollution control provisions contained herein shall be coordinated with the permanent erosion control features specified elsewhere in the contract to assure economical, effective, and continuous erosion control. These provisions shall also apply to work within easements designated by the Engineer.

*PRECONSTRUCTION CONFERENCE:* Prior to the preconstruction conference and prior

to the start of construction the Contractor shall submit for acceptance his schedules for the implementation of temporary and permanent erosion control work, as are applicable for clearing and grubbing, grading, storm drainage, construction, and seeding. No work shall be started until the erosion control sequences, storm water pollution prevention plan and methods of operations have been approved by the Engineer.

**MATERIALS REQUIREMENTS:** Materials required by this provision shall meet the following sections of the MoDOT Standard Specifications:

<u>Item</u>	<u>Section</u>
Fertilizer and Lime	801
Mulching, rates, and material	802
Seed	805
Geotextile Fabric	As required by this provision

**CONSTRUCTION REQUIREMENTS:** The Engineer may limit the surface area of erodible earth material exposed by clearing and grubbing, the surface area of erodible earth material exposed by excavation, borrow, and fill operations, and may direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment. Such work may involve the construction of temporary berms, dikes, dams, sediment basins, slope drains, and use of temporary mulches, seeding or other control devices or methods as necessary to control erosion.

The Contractor shall not pull off of the project or suspend work for any reason including rainy weather without temporary erosion control devices maintained and functional. The contractor shall maintain and keep the erosion control devices functional even when work is suspended or pulled off the project.

The Contractor shall be required to incorporate all permanent erosion control features into the project at the earliest practical time. Temporary pollution control measures shall be used to correct conditions that develop during construction which were not foreseen during the design stage, that are needed prior to installation of permanent pollution control features, or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Clearing and grubbing operations shall be so scheduled and performed so that grading operations and permanent erosion control features will follow immediately thereafter. The surface area of erodible earth material exposed at one time by clearing and grubbing, by excavating, by fill, or by borrow shall be limited to 250,000 square feet without written approval from the Engineer, to aid in reducing erosion.

The Engineer will limit the additional amount of erodible surface areas exposed by clearing and grubbing, excavation, borrow and fill operations with the amount of fill area in which the finished grading, mulching, seeding and other such permanent erosion control measures are completed and properly maintained. If seasonal limitations make such operations impractical, temporary erosion control measures shall be taken immediately.

All dewatering activity shall pass through a dewatering sediment pond. The cost of

pumping, dewatering pond, maintenance of pond, and removal or pond shall not be paid for directly. The Contractor is to include this cost in other items of work.

There will be no direct payment for slope drains. The Contractor is to include this cost in other items of work.

The location of all local material pits other than commercially operated sources, and all excess material areas shall be subject to the approval of the Engineer, and construction operations shall be conducted and pollution control measures implemented so that erosion will not result in water pollution.

In the event of conflict between these requirements and pollution control laws, rules, or regulations of other Federal, State, or local agencies, the more restrictive laws, rules, or regulations shall apply.

#### **7.1 TOILET FACILITY LOCATIONS**

The Contractor shall provide portable toilets at a minimum of two locations on the project. To be placed near the majority of the work in progress. No direct payment will be made for furnishing and maintaining toilet facilities.

#### **7.2 CONSTRUCTION SITE HOUSEKEEPING & CLEANUP**

Construction site shall include all area within the limits of construction and shall include all rights-of-way, permanent easements, and temporary construction easements. The contractor shall keep the area neat and clean at all times. The area shall be kept free of construction debris and litter during the length of the project. Areas shall be mowed and weeds shall be kept in check per the following instruction:

- a. Urban Areas (curb and gutter): Unless otherwise directed by the engineer, grass within the construction limits shall be kept at a height that closely matches the adjacent private properties.
- b. Rural Areas: Unless otherwise directed by the engineer, grass within the construction limits shall be kept at a height that closely matches the adjacent private properties or matches the height of the adjacent Owner maintained right-of-way.

Cleanup shall follow immediately after and at the same rate as construction. Cleanup shall not be delayed until the entire project is finished. Contractor shall clean all right-of-way and easement areas that were disturbed or occupied by him in connection with the construction. All disturbed brush and trees, all rubbish, excess materials, temporary structures, equipment, etc. shall be removed and the area left in a neat and presentable condition. If at any time during construction the Engineer determines that cleanup is not being accomplished, the Engineer may direct that no additional work be accomplished without meeting certain requirements. If so directed, no claim for additional time will be allowed.



## 8.0 **PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS**

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

*Todd Killingsworth, Mayor*  
*City of Pierce City*  
*1 Frisco Pl.*  
*Pierce City, MO 65723*  
*(417) 489-8468*  
[pcmayor22@gmail.com](mailto:pcmayor22@gmail.com)

*Morgan Neal, PE, Project Engineer*  
*OWN, Inc.*  
*3213 S. West Bypass*  
*Springfield, MO 65807*  
*(417) 866-2741*  
[mneal@weareown.com](mailto:mneal@weareown.com)

## 9.0 **WORK ZONE TRAFFIC MANAGEMENT PLAN (JSP-02-06A)**

- A. 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.
- B. Traffic Management Schedule.
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. The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.
  3. The engineer shall be notified as soon as practical of any postponement due to weather, material or other circumstances.
  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.
  5. Traffic Congestion. The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone.
    - a. 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.
    - b. Traffic Safety.
      - i. Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway

or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

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

C. Work Hour Restrictions.

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

**10.0 EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT (JSP-90-11)**

- A. 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.

<b>City of Pierce City</b>	
City of Pierce City	(417) 476-2323
Pierce City Fire Department	(877) 526-6178
Pierce City Police Department	(417) 316-6006
<b>OWN, Inc.</b>	
Morgan Neal, PE	(417) 866-2741

- B. 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.

<b>Missouri Highway Patrol (800) 525-5555</b>	
<b>Lawrence County Sherrif</b>	<b>Lawrence County Office of Emergency Management</b>
(417) 466-2131	(417) 461-1077

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. 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.
- C. 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.

#### **11.0 ORDER OF WORK**

The contractor shall close only one entrance at any given time during construction to maintain uninterrupted access to the nearby businesses.

The order in which the sidewalk segments are constructed are at the discretion of the Contractor. It is recommended that the Contractor present the intended order of work at the pre-construction conference, post-award, to coordinate with the Owner(s) to determine their preference and/or any restrictions.

#### **12.0 AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES (JSP-10-01A)**

- A. *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.
- B. *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)

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. 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.

- C. *Coordination of Construction.*
1. Prior to construction and/or closure on an existing pedestrian path of travel, the Contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the Contractor expects to impact the facility and an accessible signed pedestrian detour complaint with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.
  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. 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.
- D. *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.
1. Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.
- E. *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.
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.

### 13.0 BUY AMERICA REQUIREMENT (JSP 18-08)

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.

- A. **Description.** The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021. The BILL 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:
1. Iron and steel – no changes to the current specification requirements.
  2. Manufactured products - these are currently exempted under the 1983 waiver from FHWA.
  3. Construction materials consisting primarily of:
    - a. Non-ferrous metals;
    - b. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and polymers used in fiber optic cables);
    - c. Glass (including optic glass);
    - d. Lumber; or
    - e. Drywall
- B. 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.
- C. 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.
- D. 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.
- E. 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.

- F. **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.

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

On all federal-aid projects, the contractor must comply with the provisions published in FHWA 1273. This document has been included as part of these provisions.

#### 15.0 **SUPPLEMENTAL REVISIONS (JSP 18-01KK)**

- 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;
- (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.

- **Delete Sec 106.9 in its entirety and substitute the following:**

**106.9 Buy America Requirements.**

Buy America Requirements are waived if the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

**106.9.1 Buy America Requirements for Iron or Steel Products.**

The contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where articles, materials or supplies that consist wholly or predominantly of iron or steel or a combination of both are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. Under a general waiver from FHWA 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.

**106.9.1.1** 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.

**106.9.1.2** “Minimal use” of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 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.

**106.9.1.3** Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

**106.9.1.3.1** 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 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.

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

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

**106.9.1.4** 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 in 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.

**106.9.2 Buy America Requirements for Construction Materials other than iron or steel products.**

Construction materials mean articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

- (a) Non-ferrous metals
- (b) Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
- (c) Glass (including optic glass)
- (d) Fiber optic cable (including drop cable)
- (e) Optical fiber
- (f) Lumber
- (g) Engineered wood
- (h) Drywall

**106.9.3 Buy America Requirements for Manufactured Products.**

Manufactured products mean articles, materials or supplies that have been processed into a specific form and shape, or combined with other articles, materials or supplies to create a product with different properties than the individual articles, materials or supplies. If an item is classified as an iron or steel product, an excluded material, or other product category as specified by law or in 2 CFR part 184, then it is not a manufactured product. However, an article, material or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

**106.9.3.1** Produced in the United States, in the case of manufactured products, means:

- (A) For projects obligated on or after October 1, 2025, the product was manufactured in the United States; and
- (B) For projects obligated on or after October 1, 2026, the product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

**106.9.3.2** (i) With respect to precast concrete products that are classified as manufactured products, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

(ii) With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property and classified as manufactured products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

**106.9.4 Waiver for De Minimis Costs for Manufactured and Construction Materials other than iron or steel products.**

“The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project.” The contractor shall submit to the engineer any non-domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

- Third-Party Test Waiver for Concrete Aggregate

**1.0 Description.** Third party tests may be allowed for determining the durability factor for concrete pavement and concrete masonry aggregate.

**2.0 Material.** All aggregate for concrete shall be in accordance with Sec 1005.

**2.1** MoDOT personnel shall be present at the time of sampling at the quarry. The aggregate sample shall be placed in an approved tamper-evident container (provided by the quarry) for shipment to the third-party testing facility.

**2.2** AASHTO T 161 Method B Resistance of Concrete to Rapid Freezing and Thawing, shall be used to determine the aggregate durability factor. All concrete beams for testing shall be 3-inch wide by 4-inch deep by 16-inch long or 3.5-inch wide by 4.5-inch deep by 16-inch long. All beams for testing shall receive a 35-day wet cure fully immersed in saturated lime water prior to initiating the testing process.

**2.3** Concrete test beams shall be made using a MoDOT approved concrete pavement mix design.

**3.0 Testing Facility Requirements.** All third-party test facilities shall meet the requirements outlined in this provision.

**3.1** The testing facility shall be AASHTO accredited.

**3.1.1** For tests ran after January 1, 2025, accreditation documentation shall be on file with the Construction and Materials Division prior to any tests being performed.

**3.1.2** Construction and Materials Division may consider tests completed prior to January 1, 2025, to be acceptable if all sections of this provision are met, with the exception of 3.1.1. Accreditation documentation shall be provided with the test results for tests completed prior to January 1, 2025. No tests completed prior to September 1, 2024, will be accepted.

**3.2** The testing facility shall provide their testing process, list of equipment, equipment calibration documentation, and testing certifications or qualifications of technicians performing the AASHTO T 161 Procedure B tests. The testing facility shall provide details on their freezing and thawing apparatus including the time and temperature profile of their freeze-thaw chamber. The profile shall include the temperature set points throughout the entirety of the freeze-thaw cycle. The profile shall show the cycle time at which the apparatus drains/fills with water and the cycle time at which the apparatus begins cooling the specimens.

**3.3** Results, no more than five years old, from the third-party test facility shall compare within  $\pm 2.0$  percent of an independent test from another AASHTO accredited test facility or with MoDOT test records, in order to be approved for use (e.g. test facility results in a durability factor of 79, MoDOT's recent durability test factor is 81; this compared within +2 percent). The independent testing facility shall be in accordance with this provision. The comparison test can be from a different sample of the same ledge combination.

**3.4** When there is a dispute between the third party durability test results and MoDOT durability test results, the MoDOT durability test result shall govern.

**3.5** Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative dynamic modulus of elasticity and percent length change for each individual concrete specimen. Raw data shall include initial measurements made at zero cycles and every subsequent measurement of concrete specimens. Raw data shall include the cycle count and date each measurement was taken. Test results shall also include properties of the concrete mixture as required by AASHTO T 161. This shall include the gradation of the coarse aggregate sample. If AASHTO T 152 is used to measure fresh air content, then the aggregate correction factor for the mix determined in accordance with AASHTO T 152 shall also be included.

**4.0 Method of Measurement.** There is no method of measurement for this provision. The testing requirements and number of specimens shall be in accordance with AASHTO T 161 Procedure B.

**5.0 Basis of Payment.** No direct payment will be made to the contractor or quarry to recover the cost of aggregate samples, sample shipments, testing equipment, labor to prepare samples or test samples, or developing the durability report.

- **Delete paragraph 15.0 of the General Provision Disadvantaged Business Enterprise (DBE) Program Requirements and substitute the following:**

**15.0 Bidder's List Quote Summary.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11 to provide data about its DBE program. All bidders who seek to work on federally assisted contracts must submit data about all DBE and non-DBEs in accordance with Sec 102.7.9. MoDOT will not compare the submitted Bidder's List Quote Summary to any other documents or submittals, pre or post award. All information will be used by MoDOT in accordance with 49 CFR 26.11 for reporting to USDOT and to aid in overall DBE goal setting.

- **Add Sec 102.7.9 to include the following:**

**102.7.9 Bidder's List Quote Summary.** Each bidder shall submit with each bid a summary of all subcontractors, material suppliers, and service providers (e.g. hauling) considered on federally funded projects pursuant to 49 CFR 26.11. The bidder will provide the firm's name, the corresponding North American Industry Classification System (NAICS) code(s) the firm(s) were considered for, and whether or not they were used in the bid. The information submitted should be the most complete information available at the time of bid. The information shall be disclosed on the Bidder's List Quote Summary form provided in the bidding documents and submitted in accordance with Sec 102.10. Failure to disclose this information may result in a bid being declared irregular.

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## **F. FHWA 1273 CONTRACT PROVISIONS**

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**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. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHDLegacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature*. The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification*. 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. 3729](#).

(7) *Length of certified payroll retention*. The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents*. The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access* (1) *Required record disclosures and access to workers*. The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements*. If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures*. Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### 4. Apprentices and equal employment opportunity (29 CFR 5.5)

a. *Apprentices* (1) *Rate of pay*. Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits*. Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio*. The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates*. Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity*. The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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 must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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.** a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## 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 watchpersons 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 and interest from the date of the underpayment. 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 watchpersons 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) 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

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

**4. Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

**5. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

- a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;
- b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;
- c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or
- d. Informing any other person about their rights under CWHSSA or this part.

### 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 200.327.

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 200.327.

**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 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).

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.

\* \* \* \* \*

**4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

a. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals:

(1) 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;

(2) 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

(3) 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)

b. 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.

\* \* \* \* \*

**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.

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.

## **G. FEDERAL AID PROVISIONS**

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**FEDERAL AID PROVISIONS**

December 1980

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE  
 EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246)**

1. The Offeror's or Bidders attention is called to the "Equal Opportunity Clause" and the Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth therein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction work in the covered area, are as follows:
3. Construction contractors which are participating in an approved Hometown Plan (see 41 CFR 60-4.5) are required to comply with the goals of the Hometown Plan with regard to construction work they perform in the area covered by the Hometown Plan. With regard to all their covered construction work, such contractors are required to comply with the following goals:

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

**Goals**

Timetable	(Percent)
From April 1, 1978 until March 31, 1979	3.1
From April 1, 1979 until March 31, 1980	5.1
From April 1, 1980 until March 31, 1981	6.9

**Goals for Minority Participation for Each Trade**

County	Goal (Percent)	County	Goal (Percent)
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3

Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5
Christian	2	Perry	11.4
Clark	3.4	Pettis	10
Clay	12.7	Phelps	11.4
Clinton	10	Pike	3.1
Cole	4	Platte	12.7
Cooper	4	Polk	2.3
Crawford	11.4	Pulaski	2.3
Dade	2.3	Putnam	4
Dallas	2.3	Ralls	3.1
Daviess	10	Randolph	4
DeKalb	10	Ray	12.7
Dent	11.4	Reynolds	11.4
Douglas	2.3	Ripley	11.4
Dunklin	26.5	St. Charles	14.7
Franklin	14.7	St. Clair	2.3
Gasconade	11.4	St. Francois	11.4
Gentry	10	Ste. Genevieve	11.4
Greene	2	St. Louis City	14.7
Grundy	10	St. Louis County	14.7
Harrison	10	Saline	10
Henry	10	Schuyler	4
Hickory	2.3	Scotland	4
Holt	10	Scott	11.4
Howard	4	Shannon	2.3
Howell	2.3	Shelby	4
Iron	11.4	Stoddard	11.4
Jackson	12.7	Stone	2.3
Jasper	2.3	Sullivan	4
Jefferson	14.7	Taney	2.3
Johnson	10	Texas	2.3
Knox	4	Vernon	2.3
Laclede	2.3	Warren	11.4
Lafayette	10	Washington	11.4
Lawrence	2.3	Wayne	11.4
Lewis	3.1	Webster	2.3
Lincoln	11.4	Worth	10
		Wright	2.3

These goals are applicable to all of the contractor’s construction work (whether or not is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on Its Implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority, or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor’s goals shall be a violation of the

contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

4. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
5. As used in this Notice, and in the contract resulting from this solicitation, the “covered area” of the county, route and limits described in the proposal for the work.

**July 1986**

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION  
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246)**

1. As used in these specifications:
  - a. “Covered area” means the geographical area described in the solicitation which this contract resulted.
  - b. “Director” mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
  - c. “Employer Identification Number” means the Federal Social Security number used on the Employer’s quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. “Minority” includes;
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in

an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.

4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contact resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file or the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources compiled 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.



15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program.

### **OPERATING POLICY STATEMENT**

The contractor shall accept as his operating policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race, color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

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

### **SUPPLEMENTAL REPORTING REQUIREMENTS**

- A. The Contractor will keep such records as are necessary to determine compliance with the contractor’s equal employment opportunity obligations. The records kept by the contractor will be designed to indicate the number of minority and non-minority group members and women employed in each work classification on the project.
- B. All such records must be retained for a period of three years following completion of the contract work and shall be available at reasonable times and places for inspection by authorized representatives of the State Highway Agency and the Federal Highway Administration.
- C. The contractor and each covered subcontractor will submit to the State Highway Agency, for the month of July, for the duration of the project, a report (Form PR-1391) “Federal-Aid Highway Construction Contractors Annual EEO Report”, indicating the number of minority, women and non-minority group employees currently engaged in each work classification required by the contract work.

### **NONDISCRIMINATION IN EMPLOYMENT**

**July 1990**

The following provisions are added by the State to the Required Contract Provisions of Federal-Aid Contracts.

The contractor is advised that the exemptions referred to in the Required Contract Provisions, Federal-Aid contracts under Section II, Nondiscrimination, Paragraph 3g, with respect to contracts and subcontracts, are substantial and are to be found in Chapter 60, Office of Federal Contract Compliance, Equal Employment Opportunity, Department of Labor (33 Federal Register 7804-7812, May 28, 1968, effective July 1, 1968, Chapter 60, Title 41, Code of Federal Regulations), by which contracts and subcontracts of \$10,000 or less and certain contracts and subcontracts for indefinite quantities are exempt.

The two pertinent exemption clauses are as follows:

#### 60-1.5 Exemptions

- (a) General – (1) Transactions of \$10,000 or under. Contracts and Subcontractors not exceeding \$10,000, other than Government bills of lading, and other than contract and subcontracts with

depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: Provided, that where a contractor has contracts or subcontracts with the Government in any 12-month period which have an aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding \$10,000, the \$10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contracts exceeds \$10,000.



## **H. STATE WAGE RATES**

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# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

## Annual Wage Order No. 32

Section 055  
**LAWRENCE 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

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$26.16
Boilermaker	\$27.25*
Bricklayer-Stone Mason	\$55.08
Carpenter	\$51.18
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$27.25*
Plasterer	
Communication Technician	\$27.25*
Electrician (Inside Wireman)	\$50.62
Electrician Outside Lineman	\$27.25*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$27.25*
Glazier	\$47.93
Ironworker	\$62.71
Laborer	\$42.44
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$27.25*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$27.25*
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$41.30
Plumber	\$52.59
Pipe Fitter	
Roofer	\$27.25*
Sheet Metal Worker	\$50.74
Sprinkler Fitter	\$27.25*
Truck Driver	\$27.25*
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.

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$27.25*
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$27.25*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$44.76
General Laborer	
Skilled Laborer	
Operating Engineer	\$53.08
Group I	
Group II	
Group III	
Group IV	
Truck Driver	
Truck Control Service Driver	\$27.25*
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.

## **I. FEDERAL WAGE RATES**

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"General Decision Number: MO20250001 07/18/2025

Superseded General Decision Number: MO20240001

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)(1).

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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 \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is
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	higher) for all hours spent performing on the contract in 2025.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or all extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract.
listed determination,	. The contractor must pay covered workers at least \$13.30 per hour (or the applicable wage rate on this wage if it is higher) for all hours spent performing on that contract in 2025.

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	01/03/2025
1	01/31/2025
2	02/07/2025
3	02/21/2025
4	04/11/2025
5	05/16/2025
6	06/13/2025
7	07/18/2025

CARP0002-002 05/01/2024

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 41.71	21.85

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CARP0005-006 05/01/2024

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 44.63	22.40
MILLWRIGHTS & PILEDRIVERS...	\$ 44.63	22.40

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CARP0011-001 05/01/2024

	Rates	Fringes
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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.....	\$ 35.61	22.40
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 34.98	22.40
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	\$ 35.61	22.40
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	\$ 33.25	22.40
BENTON, MORGAN AND PETTIS...	\$ 34.98	22.40
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	\$ 35.37	22.40
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 34.98	22.40
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 34.04	22.40
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....	\$ 35.37	22.40

FRANKLIN COUNTY.....	\$ 42.19	22.40
JEFFERSON AND ST. CHARLES COUNTIES.....	\$ 42.19	22.40
LINCOLN COUNTY.....	\$ 38.04	22.40
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	\$ 36.13	22.40
WARREN COUNTY.....	\$ 38.04	22.40

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ELEC0001-002 06/02/2024

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.....	\$ 47.04	18.196

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ELEC0002-001 09/09/2024

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
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Line Construction:

Equipment Operator.....	\$ 47.77	24.68
Groundman & Truck Driver....	\$ 36.49	20.56
Lineman & Cable Splicer.....	\$ 55.65	27.56

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ELEC0053-005 01/01/2025

ANDREW, ATCHINSON, BARRY, BARTON, BATES, BENTON, BUCHANAN,  
 CALDWELL, CARROLL, CASS, CEDAR, CHRISTIAN, CLAY, CLINTON,  
 DADE,  
 DALLAS, DAVIES, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY,  
 HARRISON, HENRY, HICKORY, HOLT, LAFAYETTE, JACKSON, JASPER,  
 LACLEDE, LAWRENCE, LIVINGSTON, JOHNSON, MCDONALD, MERCER,  
 NEWTON, NODAWAY, OZARK, PETTIS, PLATTE, POLK, RAY, SALINE,  
 ST.  
 CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT  
 COUNTIES

Rates Fringes

Line Construction:

Groundman Powderman.....	\$ 37.14	1.5%+19.76
Groundman.....	\$ 34.65	1.5%+18.93
Lineman Operator.....	\$ 52.45	1.5%+26.05
Lineman.....	\$ 56.18	1.5%+24.22

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\* ELEC0095-001 06/01/2025

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

Rates Fringes

Electricians:

Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 31.09	20.81

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ELEC0124-007 08/26/2024

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

	Rates	Fringes
Electricians.....	\$ 51.01	26.25

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ELEC0257-003 03/01/2025

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.....	\$ 40.50	23.26

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ELEC0350-002 12/01/2024

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.....	\$ 37.60	22.145

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ELEC0453-001 09/01/2024

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS,		
DOUGLAS, GREENE, HICKORY,		
HOWELL, LACLEDE, OREGON,		
OZARK, POLK, SHANNON,		
WEBSTER and WRIGHT COUNTIES..\$	32.40	19.11
PULASKI and TEXAS COUNTIES..\$	39.70	19.84
STONE and TANEY COUNTIES....\$	28.65	18.34

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ELEC0545-003 06/01/2024

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

	Rates	Fringes
Electricians:.....\$	39.61	20.59

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ELEC0702-004 01/06/2025

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

	Rates	Fringes
Line Construction:		
Groundman - Class A.....\$	38.18	29%+8.85
Groundman-Equipment		
Operator Class II (all		
other equipment).....\$	46.49	29%+8.85
Heavy-Equipment Operator		
Class I (all crawler type		
equipment D-4 and larger)....\$	52.13	29%+8.85



Lineman.....\$ 74.55 29%+8.85

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 ENGI0101-001 05/01/2025

AREA 1

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

Rates Fringes

Power equipment operators:

GROUP 1.....	\$ 38.83	21.87
GROUP 2.....	\$ 38.43	21.87
GROUP 3.....	\$ 36.43	21.87

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

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 2; booster pump on dredge; bulldozer operator; boring  
 machine (truck or crane mounted); clamshell operator;  
 concrete mixer paver; concrete plant operator; concrete  
 pump operator; crane operator; derrick or derrick trucks;  
 ditching machine; dragline operator; dredge engineman;  
 dredge operator; drill cat with compressor mounted  
 (self-contained) or similar type self- propelled rotary  
 drill (not air tract); drilling or boring machine  
 (rotary-self-propelled); finishing machine operator;  
 greaser; high loader-fork lift-skid loader (all types);  
 hoisting engineer (2 active drums); locomotive operator  
 (standard guage); mechanics and welders (field and  
 plants);

mucking machine operator; pile drive operator; pitman crane  
or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau roter (all tiller types); tow boat operator; truck crane;  
wood and log chippers (all types).

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

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

HOURLY PREMIUMS:

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

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

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

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

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

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ENGI0101-005 04/01/2025

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 40.17	22.29
GROUP 2.....	\$ 39.13	22.29
GROUP 3.....	\$ 34.66	22.29
GROUP 4.....	\$ 38.01	22.29

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver  
and  
spreader; asphalt plant operator; auto grader or trimmer  
or  
sub-grader; backhoe; blade operator (all types); boilers-  
2;  
booster pump on dredge; boring machine (truck or crane  
mounted); bulldozer operator; clamshell operator;  
concrete  
cleaning decontamination machine operator; concrete mixer  
paver; concrete plant operator; concrete pump operator;  
crane operator; derrick or derrick trucks; ditching  
machine; dragline operator; dredge engineman; dredge  
operator; drillcat with compressor mounted (self-  
contained)  
or similar type self propelled rotary drill (not air  
tract); drilling or boring machine (rotary -  
self-propelled); finishing machine operator; greaser;  
heavy

equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane  
or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form  
paver (CMI, REX, Gomaco or equal); la tourneau rooter (all  
tiller types); tow boat operator; truck crane; ultra high  
perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

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

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ENGI0101-022 05/01/2025

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.....	\$ 36.60	19.32
GROUP 2.....	\$ 36.25	19.32
GROUP 3.....	\$ 36.05	19.32
GROUP 4.....	\$ 34.00	19.32

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

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

or similar spreader; vibrating machine operator, not hand;

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$ .25 above GROUP

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

The following classifications shall receive \$ .50 above GROUP

- 1 rate:
  - Tandem scoop operator; Cranes - Rigs or Piledrivers, 150 ft. to 200 ft. of boom (including jib); Tandem scoop.

The following classifications shall receive \$ .75 above GROUP

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

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 ENGI0513-004 05/05/2025

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 45.96	30.96
GROUP 2.....	\$ 45.96	30.96
GROUP 3.....	\$ 44.66	30.96

GROUP 4.....\$ 44.22 30.96

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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



Hydraulic - Rough Terrain, self-propelled; Crane,  
Hydraulic  
- Truck or Cruiser mounted - under 16 tons; Drilling  
machine - Self-powered, used for earth or rock drilling  
or  
boring (wagon drills and any hand drills obtaining power  
from other sources including concrete breakers,  
jackhammers  
and Barco equipment no engineer required); Elevating  
Grader; Engine Man, Dredge; Excavator or Powerbelt  
Machine;  
Finishing Machine, self-propelled oscillating screed;  
Forklift; Generators, Two through Six 30 KW or over;  
Grader, Road with power blade; Greaser; Highlift; Hoist,  
Concrete and Brick (Brick cages or concrete skips  
operating  
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 05/01/2025

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.....	\$ 40.39	30.33
GROUP 2.....	\$ 40.04	30.33
GROUP 3.....	\$ 39.84	30.33
GROUP 4.....	\$ 36.19	30.33

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 05/05/2025

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 45.96	30.96
GROUP 2.....	\$ 45.96	30.96
GROUP 3.....	\$ 44.66	30.96
GROUP 4.....	\$ 44.22	30.96

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane crawler or truck; crane, hydraulic-truck or cruiser mounted  
 16 tons & over; crane locomotive; derrick, steam; derrick

car & derrick boat; dragline; dredge; gradall, crawler  
or  
tire mounted; locomotive, gas, steam & other powers; pile  
driver, land or floating; scoop, skimmer; shovel, power  
(steam, gas, electric or other powers); switch boat;  
whirley.

GROUP 2: Air tugger w/air compressor; anchor-placing  
barge;

asphalt spreader; atthey force feeder loader (self-  
propelled); backfilling machine; backhoe-loader; boat  
operator-push boat or tow boat (job site); boiler, high  
pressure breaking in period; boom truck, placing or  
erecting; boring machine, footing foundation; bull-  
float;

cherry picker; combination concrete hoist & mixer (such  
as  
mixer mobile); compressor (when operator runs throttle);  
concrete breaker (truck or tractor mounted); concrete  
pump,

such as pump-crete machine; concrete saw (self-  
propelled),

concrete spreader; conveyer, large (not self-propelled),  
hoisting or moving brick and concrete into, or into and  
on

floor level, one or both; crane, hydraulic-rough terrain,  
self-propelled; crane hydraulic-truck or cruiser  
mounted-under 16 tons; drilling machines, self-powered  
use

for earth or rock drilling or boring (wagon drills nd any  
hand drills obtaining power from other sources including  
concrete breakers, jackhammers and barco equipment-no  
engineer required); elevating grader; engineman, dredge;  
excavator or powerbelt machine; finishing machine,  
self-propelled oscillating screed; forklift; grader, road  
with power blade; highlift. greaser; hoist, stack,  
hydro-hammer; loading machine (such as barber-greene);  
mchanic, 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 04/01/2025

Rates                      Fringes

Ironworkers:

ANDREW, BARTON, BENTON,  
 CAMDEN, CEDAR, CHARITON,  
 CHRISTIAN, COOPER, DADE,  
 DALLAS, DAVIESS, DE KALB,  
 GENTRY, GREENE, GRUNDY,  
 HARRISON, HICKORY, HOLT,  
 HOWARD, LACLEDE, LINN,  
 LIVINGSTON, MERCER,  
 MONITEAU, MORGAN, NODAWAY,  
 PETTIS, POLK, PUTNAM,  
 RANDLOPH, ST. CLAIR,  
 SULLIVAN, TANEY, VERNON,  
 WEBSTER, WRIGHT and WORTH  
 Counties and portions of  
 ADAIR, BOONE, MACON,  
 MILLER and RANDOLPH



Counties.....	\$ 36.00	34.25
ATCHISON, BATES, BUCHANAN, CALDWELL, CARROLL, CASS, CLAY, CLINTON, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, SALINE, AND RAY COUNTIES....		
	\$ 39.00	34.25

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IRON0010-020 04/01/2025

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

	Rates	Fringes
Ironworkers:.....	\$ 36.00	34.25

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IRON0321-002 08/01/2023

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	\$ 27.00	20.96

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IRON0396-004 08/07/2024

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.....	\$ 41.67	31.25

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IRON0396-009 08/07/2024

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.....	\$ 41.67	31.25

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IRON0577-005 06/01/2024

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

	Rates	Fringes
Ironworker.....	\$ 34.05	25.30

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IRON0782-003 08/01/2023

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.....	\$ 38.77	29.51
All Other Work.....	\$ 33.47	24.12

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LABO0042-003 06/04/2025

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	\$ 40.82	17.56
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LABO0042-005 06/04/2025

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman.....	\$ 40.82	17.56
Laborers, Flaggers.....	\$ 40.82	17.56
Wrecking.....	\$ 40.82	17.56
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LABO0110-005 05/01/2024

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1.....	\$ 38.24	15.55
GROUP 2.....	\$ 38.24	15.55
LABORER (Washington County)		
GROUP 1.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.12	15.55

LABORERS CLASSIFICATIONS

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

not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage

pipe, conduit pipe, tile and duct lines and all other pipe

lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; toppler of standing trees;

feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; 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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 LABO0579-005 05/01/2023

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVISS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1.....	\$ 29.04	16.59
GROUP 2.....	\$ 29.39	16.59
LABORER (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY. HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST. CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES)		
GROUP 1.....	\$ 28.23	15.60
GROUP 2.....	\$ 28.78	15.60
LABORER (LAFAYETTE COUNTY)		
GROUP 1.....	\$ 29.78	15.85
GROUP 2.....	\$ 30.13	15.85

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders;  
 salamander  
 tenders; loading trucks under bins; hoppers & conveyors;  
 track men & all other general laborers; air tool  
 operator;

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

GROUP 2: Skilled Laborers - Head pipe layer on sewer  
work;  
laser beam man; Jackson or any other similar tamp;  
cutting  
torch man; form setters; liners and stringline men on

concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite 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.

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LABO0660-004 05/01/2024

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.13	15.55

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; 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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 LABO0660-006 06/02/2025

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 36.91	15.62
Lincoln, Monntomery, and		
Warrner Counties.....	\$ 39.76	15.96
St. Charles County.....	\$ 41.18	15.96

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 LABO0662-001 05/01/2024

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 38.24	15.55
GROUP 2.....	\$ 38.24	15.55

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks  
 under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet  
 not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage  
 pipe, conduit pipe, tile and duct lines and all other pipe  
 lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters,

puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees;

feeder man on wood pulverizers, board and willow mat weavers and cable 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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LAB00663-002 04/01/2025

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 36.24	15.87
GROUP 2.....	\$ 37.45	15.87

LABORERS CLASSIFICATIONS

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

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

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

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LAB00840-011 05/01/2024

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.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.13	15.55
LABORER (Franklin County)		
GROUP 1.....	\$ 38.19	15.55
GROUP 2.....	\$ 38.19	15.55

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks  
under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet  
not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage  
pipe, conduit pipe, tile and duct lines and all other pipe  
lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees;  
feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for

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

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker;  
 head pipe layer on sewer work; batterboard man on pipe  
 and  
 ditch work; cliff scalers working from bosun's chairs;  
 scaffolds or platforms on dams or power plants over 10  
 ft.

high; air tool operator over 65 lbs.; stringline man on  
 concrete paving; sandblast man; laser beam man; wagon  
 drill; churn drill; air track drill and all other similar  
 type drills, gunite nozzle man; pressure grout man;  
 screed  
 man on asphalt; concrete saw 15 h.p. and over; grade  
 checker; strigline man on electronic grade control;  
 manhole  
 builder; dynamite man; powder man; welder; tunnel man;  
 waterblaster - 1000 psi or over; asbestos and/or  
 hazardous  
 waste removal and/or disposal

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LABO0955-012 05/01/2024

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.13	15.55

LABORERS CLASSIFICATIONS

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

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker;

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

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LABO1104-005 05/01/2024

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.....	\$ 35.13	15.55
GROUP 2.....	\$ 35.13	15.55

LABORERS CLASSIFICATIONS

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



material batch hopper man; spreader on asphalt machine;  
material mixer man (except on manholes); coffer dams;  
riprap pavers rock, block or brick; scaffolds over ten  
feet

not self-supported from ground up; skip man on concrete  
paving; wire mesh setters on concrete paving; all work in  
connection with sewer, water, gas, gasoling, oil,  
drainage

pipe, conduit pipe, tile and duct lines and all other  
pipe

lines; power tool operator; all work in connection with  
hydraulic or general dredging operations; form setters,  
puddlers (paving only); straw blower nozzle man; asphalt  
plant platform man; chuck tender; crusher feeder; men  
handling creosote ties or creosote materials; men working  
with and handling epoxy material; toppler of standing  
trees;

feeder man on wood pulverizers, board and willow mat  
weavers and cable tiers on river work; deck hands; pile  
dike and revetment work; all laborers working on  
underground tunnels less than 25 ft. where compressed air  
is not used; abutment and pier hole men working six (6)  
ft. or more below ground; men working in coffer dams for  
bridge piers and footing in the river; barco tamper;  
jackson or any other similar 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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 PAIN1185-008 04/01/2025

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

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 33.90	17.21
Floor Work.....	\$ 34.90	17.21
Lead Abatement.....	\$ 33.25	17.21
Spray.....	\$ 34.90	17.21
Structural Steel, Sandblasting and All Tank Work.....	\$ 35.90	17.21
Taping, Paperhanging.....	\$ 34.90	17.21

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 PAIN1292-002 09/01/2024

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.....	\$ 35.30	17.65
Brush & Roller.....	\$ 29.80	17.65
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 31.80	17.65

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

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 PAIN1292-003 09/01/2024

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

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 35.30	17.65
Brush & Roller.....	\$ 30.95	17.65
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 32.95	17.65

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

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 PAIN2012-001 04/01/2023

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

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 34.22	19.13
Sandblaster.....	\$ 38.46	19.13
Steeplejack.....	\$ 42.03	19.13

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PAIN2015-001 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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PLAS0518-006 03/01/2025

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...	\$ 30.37	12.43

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PLAS0518-007 04/01/2025

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

	Rates	Fringes
Cement Masons:.....	\$ 39.06	18.71

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PLAS0518-011 04/01/2025

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 40.13	20.50

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PLAS0518-019 03/01/2025

Adair, Audrain, Benton, Boone, Callaway, Caldwell, Camden,  
Carroll, Chariton, Cole, Cooper, Daviess, Gasconade,  
Grundy,  
Harrison, Howard, Linn, Livingston, Macon, Maries, Mercer,  
Miller, Moniteau, Monroe, Montgomery, Morgan, Osage,  
Pettis,  
Putnam, Randolph, Saline, Schuyler, Shelby and Sullivan  
Counties

Rates	Fringes
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CEMENT MASON/CONCRETE FINISHER...\$ 33.52 15.88

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PLAS0527-001 04/01/2023

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND WARREN COUNTIES.....	\$ 37.29	20.23
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County).....	\$ 38.46	20.13

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PLAS0527-004 06/01/2023

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

	Rates	Fringes
CEMENT MASON.....	\$ 32.00	19.72

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PLAS0908-001 05/01/2025

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

	Rates	Fringes
CEMENT MASON.....	\$ 35.10	18.78

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PLUM0008-003 06/01/2024



CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 56.63	24.54
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PLUM0008-017 06/01/2024

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

	Rates	Fringes
Plumbers.....	\$ 56.63	24.54
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PLUM0045-003 08/01/2024

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 47.45	26.15
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PLUM0178-003 11/01/2024

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 39.35	15.72
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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 06/01/2024

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

	Rates	Fringes
Pipefitters.....\$	55.56	25.80

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PLUM0562-004 07/01/2023

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.....	\$ 46.66	21.99
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....	\$ 46.66	21.99

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PLUM0562-016 07/01/2023

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.....	\$ 46.66	21.99
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....	\$ 46.66	21.99

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TEAM0013-001 05/01/2025

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM,		

RIPLEY, SCHUYLER AND SCOTLAND  
 COUNTIES)

GROUP 1.....	\$ 35.84	15.85
GROUP 2.....	\$ 35.99	15.85
GROUP 3.....	\$ 36.11	15.85
GROUP 4.....	\$ 35.74	15.85

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

GROUP 1.....	\$ 36.57	15.85
GROUP 2.....	\$ 36.72	15.85
GROUP 3.....	\$ 36.84	15.85
GROUP 4.....	\$ 36.73	15.85

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

GROUP 1.....	\$ 38.93	15.85
GROUP 2.....	\$ 39.08	15.85
GROUP 3.....	\$ 39.15	15.85
GROUP 4.....	\$ 39.04	15.85

Truck drivers (LINCOLN and  
 WARREN COUNTIES)

GROUP 1.....	\$ 37.58	15.85
GROUP 2.....	\$ 38.73	15.85
GROUP 3.....	\$ 37.80	15.85
GROUP 4.....	\$ 37.69	15.85

TRUCK DRIVERS CLASSIFICATIONS:

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

GROUP 2: Agitator and Transit Mix Trucks

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

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

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 TEAM0056-001 05/01/2025

	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.....	\$ 36.27	15.85
GROUP 2.....	\$ 36.43	15.85
GROUP 3.....	\$ 36.42	15.85
GROUP 4.....	\$ 36.54	15.85
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND		

WORTH COUNTIES)

GROUP 1.....	\$ 35.54	15.85
GROUP 2.....	\$ 35.70	15.85
GROUP 3.....	\$ 35.69	15.85
GROUP 4.....	\$ 35.81	15.85

Truck drivers; (BUCHANAN,  
 JOHNSON AND LAFAYETTE  
 COUNTIES)

GROUP 1.....	\$ 35.93	15.75
GROUP 2.....	\$ 36.04	15.75
GROUP 3.....	\$ 36.08	15.75
GROUP 4.....	\$ 36.08	15.75

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

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

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TEAM0541-001 04/01/2025

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 38.61	15.85
GROUP 2.....	\$ 38.04	15.85
GROUP 3.....	\$ 37.52	15.85

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 05/01/2025

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 37.83	9.85+a+b+c
GROUP 2.....	\$ 37.83	9.85+a+b+c
GROUP 3.....	\$ 37.83	9.85+a+b+c

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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



FOOTNOTE FOR TRUCK DRIVERS:

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

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

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

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

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications

and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than "SU", "UAVG", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

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

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

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

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage

and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7).

Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail 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 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.

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END OF GENERAL DECISION"

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**J. 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: 06/03/2025  
Completed By: Holly Cantrell

## Request for Environmental Review Form#:2025-07-00025

Alternative Project Delivery Method (such as Design/Build)

### Project Information

Prefix:	TAP	Project Number:	9900767	Bridge Number:	
District:	Southwest	County:		Sponsor:	City of Pierce City
				Sponsor Email:	piercecity@yahoo.c
TIP Number:		Rte/Street:			
MoDOT Job Number:		TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	No
Location/Stream Crossing :	NONE				
TMS Project Description - termini (no stations):	CITY OF PIERCE CITY; LAWRENCE CO; SIDEWALK IMPROVEMENTS ALONG W ADAMS AVENUE				
Describe RER project improvements in full detail:	The City of Pierce City is located in Lawrence County, approximately 45 miles west of the City of Springfield and about 5 miles west of Monett. The growing City is located at the intersection of Hwy 37 and Hwy 97 and is home to over 1,200 citizens. A regional school, private school, and many businesses are located in the City and many citizens and children walk between resources. The City understands the importance of safe pedestrian routes and the benefit of encouraging recreation. Unfortunately, the City lacks accessible sidewalks in some of the most important portions of the City and is very limited financially with a high percentage of low to moderate income households. The City is proposing to construct approximately 2,300' of 5' ADA accessible sidewalk along Adams Ave. from N. Pine St. to N. Myrtle St. Many citizens walk along Adams Ave. to access the downtown and the regional public school campus. The straightness of the road can facilitate speeding, leaving many pedestrians without a safe non-driver route to the downtown area. This new sidewalk between Pine St. and Walnut St, and replacement of sidewalk from Walnut St. to Myrtle St. will provide a safe, accessible route to further connect the community.				
District Liaison:	Taylor Gammill - 417-895-7684	Contact:	None selected		
Email:	Taylor.Gammill@modot.mo.gov	Email:	mneal@ae-inc.com		
Contact:	None selected	Contact:	None selected		
Email:	gcoggin@weareown.com	Email:			
Date Desired:	09/26/2024	Submit Date:	08/27/2024		
Desired A-Date:	10/26/2024				
Responsible Individual:	-(7/24/2024 10:04:48 AM)	Submitted By:	Garrett Coggin - (8/27/2024 12:00:00 AM) - 417-988-7828		

### Existing Condition

ADT:	n/a	Speed Limit:	n/a
Number of Travel Lanes:	n/a	Lane Width:	n/a
Shoulder Width:	n/a	Curb and Gutter:	No
Bridge width, measured from gutterline to gutterline:	n/a	Sidewalks:	None

**Proposed Design Improvement**

ADT:	n/a	Speed Limit:	n/a	Design Speed:	n/a
Number of Travel Lanes:	n/a			Lane Width:	n/a
Shoulder Width:	n/a			Curb and Gutter:	No
Bridge width, measured from gutterline to gutterline:	n/a			Sidewalks:	Left
Bridge Length:	n/a			Roadway length:	n/a
Railroad Crossing	No			Drainage District (If Applicable):	Southwest

**Program Year:**

Preliminary Engineering:	2024	Right of Way:	2024
Construction:	2025		

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>	0.05	<b>Permanent Easement (acres):</b>	0
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ROW may be needed, but, not yet determined? No

Is ANY Federally-owned land impacted by the project?  Yes  No

**Land Disturbance:**

Will project involve 1 acre or more: No

Acres of Tree Clearing: 0 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:	0	Residences:	0	No. of Employees:	0	Businesses:	0

**Any Public Involvement planned or completed:**

Resolution for sidewalk project presented and adopted by the City in August of 2023. City Council meeting was open to the public and welcomed public involvement and input. Please see provided minutes from council meeting.

### Average Daily Traffic:

ADT Construction Year: n/a

ADT Design Year: n/a

### Traffic Impacts:

Road Closure Planned:  Yes  No

Bridge Closure Planned:  Yes  No

Days/Months Closed: 0

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

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

Detour Info: No detour is planned. All proposed work is to be completed outside of the roadway.

### Bicycle / Pedestrian Consideration

Pedestrian facilities considered: Yes

Bicycle facilities considered: No

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

Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property)

*If checked, give details:*

Is ANY construction taking place on MoDOT owned property under this project?

Yes  No

Is highway improvement located within 4 miles of an existing airport?

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

**Parkland:** Pierce City Park is located south of Commercial St. No construction activities will occur in the vicinity or limit the community's access to the park.

**Wetland/404 Permit:** National Wetlands Inventory Mapper shows no wetlands within the project area. There are no blue line streams near the project limits.

**Land Disturbance / Stormwater:** Land Disturbance will be kept under 1 acre total at any given time. If land disturbance exceeds 1 acre total, a land disturbance permit will be obtained. Silt sock and ditch checks will be used to assist with sediment leaving the site and erosion control within the project area. No floodplains are within the project area. See FEMA FIRM panel.

**Farmland:** No farmland will be impacted by this project. The entirety of the project limit is located within existing City limits.

**Threatened & Endangered Species:** Both IPaC determination and level 2 Missouri Heritage Report are attached. See attached threatened and endangered species report identifying all known species. The project scope does not involve any disturbance to known habitats.

**Migratory Birds: Are there birds nesting on the structure?**  Unknown  Yes  No

there are no structures suitable for nesting within the project area. No bridge, large box culvert, or other structures are believed to be within the project limits. No trees are planned to be removed as part of this project.

**Hazardous Waste:** The project does not contain any known sites where hazardous waste or contaminated soil is believed, or known, to be present. If any hazardous or contaminated ground is discovered, all state and federal laws will be followed.

**Cultural Resources:** There are no known culturally significant sites within the project area. All land within the project area is believed to have been previously disturbed. The proposed sidewalk is located adjacent to a busy street in a developed portion of the city.

LPA Comments:

## Project Attachments:

**\*\*NOTE: If making updates to an attachment, please use a different filename than the original.**

**\*\*The combined size of attachments in one upload must be less than 100MB**

### Attachments:

[PC TAP 9900 \(767\)  
Plans.pdf](#)

[FAA Notice Criteria Tool.pdf](#)

[Pierce City End. Species  
Report Complete.pdf](#)

[20240724 NE Consistency  
FWWABats.pdf](#)

[Species List\\_ Missouri  
Ecological Services Field  
Office.pdf](#)

[Pierce City MDC Heritage  
Review.pdf](#)

[Pierce City Sec.106 App  
Updated.pdf](#)

[Pierce City TAP-9900 \(767\)  
CE2 Data Form.pdf](#)

[AUGUST 2023  
MIINUTES\\_0001.pdf](#)

[Pierce City TAP  
Resolution.pdf](#)

[SMCOG letter of  
support\\_Pierce City.pdf](#)

[Sheriff Letter of Support.pdf](#)

[Public Letters of Support.pdf](#)

[Pierce City TAP 2023  
photos.pdf](#)

[FEMA FIRM Panel.png](#)

### Required Information to be attached for each RER stage:

- **Cost-Share agreement, if applicable**
- **Funding Application**
- *Location map (county map, topographic map or aerial map) showing the project limits*
- *plan sheets as the become available*
- *KMZ file showing project area/study area and tree clearing limits*
- *Permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 report, RCI and CRIR forms, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)*

## RER Environmental Screenings

Farmland Impact Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: The project is within an existing urban development area and, therefore is not subject to the FPPA. Though the project is not within an urbanized area as defined by the U.S. Census Bureau Urban Area Reference Map, the City of Pierce City is considered an urban development area due to its density of 30 structures per 40-acre area. Therefore, the project is not subject to the Farmland Protection Policy Act.

LPA Action:

Attachments:

Farmland Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
Last Updated: Aaron Stolte - 9/5/2024 7:00:02 AM

Floodplain/Regulatory Floodway Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the attached FEMA floodplain map, the project is not located in the 100-year floodplain or the regulatory floodway. The project is not subject to floodplain permitting requirements.

LPA Action: None

Attachments:

[FEMA NFP RER #2025-07-00025.PNG](#)

[FEMA Firmette\\_.png](#)

[FEMA Firm\\_2025-07-00025.pdf](#)

Floodplain/Regulatory Floodway Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
Last Updated: Aaron Stolte - 9/5/2024 7:01:30 AM

Land Disturbance / Stormwater Status: N/A

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 NPDES 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: Aaron Stolte - 9/5/2024 7:01:48 AM

FEMA/SEMA Buyout Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the ArcMap GIS FEMA buyout layer, there are no flood buyout properties in the vicinity of the project. 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: Aaron Stolte - 9/5/2024 7:01:56 AM

## Socioeconomic Impact

Status: N/A

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. Road closures and detours will not be necessary during construction. Based on a review of EJSCREEN, no minority (people of color) populations were identified within the project area; however, one low-income population (86 percentile) and one limited English proficiency (LEP) (95 percentile) were identified within 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. To inform the public of the proposed project, an August 14, 2023 City of Pierce Board of Alderman Meeting included a discussion of the sidewalk project (meeting minutes attached).

LPA Action: 1. Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. 2. Provide sufficient public notice of construction work and traffic management plans consistent with MoDOT's and local public involvement policies and procedures. 3. Ensure that the LEP and low-income population located within the project area is not disproportionately impacted by project construction. If impacts are anticipated, notify the environmental specialist as soon as possible.

### Attachments:

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

*Last Updated: Aaron Stolte - 9/5/2024 7:16:48 AM*

## Threatened & Endangered Species

Status: Cleared

Status Information:  No Effect  Pending  Cleared Clearance Date: 05/28/2025

Environmental Response: 5/28/2025 UPDATE: MoDOT has completed the T&E species review for the City of Pierce City sidewalk improvements along West Adams Avenue in Lawrence County, Missouri [TAP-9900(767)]. A copy of the effects determination document is attached to this email and has also been uploaded to the TE section of the RER. The USFWS IPaC lists the following species for the project area: gray bat, Indiana bat, Neosho mucket, and monarch butterfly (proposed threatened). There are no critical habitats located within the project limits. Natural Heritage records indicate an Arkansas darter sighting within 1 mile of the project area. There are no aquatic resources located within the study area; therefore impacts to the darter (an aquatic species) are not anticipated. Further, there are no regulatory requirements associated with the listings, however MoDOT encourages following any recommendations MDC includes in the Level 2 initial report. MoDOT has determined that there are no impacts to state-listed species as a result of the project. The project will not impact any known caves or suitable bat-roosting structures. No tree clearing is anticipated in association with the project. The project does not include water resources such as wetlands or streams and contains mostly developed, manicured, or previously disturbed areas. 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, Indiana bat, and Neosho mucket. The project will not jeopardize the continued existence of the proposed monarch butterfly. This completes the TE requirements for the project. 5/12/2025 UPDATE: The consultant has uploaded plans. At this time, all requested items have been received. MoDOT will prepare an effects determination memo. MoDOT may reach out with follow up questions throughout this process. INITIAL SCREENING: Impacts to threatened and endangered species must be assessed for this project. The LPA has provided the USFWS IPAC list, the MDC Initial Letter, and a written determination of the project impacts that states no tree clearing is proposed. Please approve requested access on IPAC. Please provide plans showing LOD.

LPA Action: COMPLETED 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:

[TAP-9900767\\_MoDOT-Effects-Determination\\_Lawrence-County\\_Pierce-Sidewalk-Improvements-along-West-Adams-Avenue\\_FINAL.pdf](#)

[2024-0136067-Species List\\_Missouri Ecological Services Field Office.pdf](#)

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

*Last Updated: Cassie Baumgartner - 5/28/2025 4:57:22 PM*

## Migratory Birds

Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the RER submission the project will not impact bridges or other structures. Based on this information, there are no concerns related to migratory birds and no conflicts with the MBTA.

LPA Action:

### Attachments:

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

*Last Updated: Aaron Stolte - 9/5/2024 7:18:00 AM*



**Hazardous Waste Impact** Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the attached DNR E-START map, there are no Hazardous Substance Investigation and Cleanup Sites and no Regulated Petroleum and Hazardous Substance Storage Tank Facilities in the vicinity of the project area. There are no hazardous waste site concerns based on this information. However, the potential to encounter hazardous wastes from sites unknown to the LPA and MoDOT should always be a consideration.

LPA Action: If there is any hydroblasting, grooving, milling or diamond grinding related to the project, residue and associated water must be prevented from being released to waterways or adjacent wetlands. Any hazardous waste sites that are found during project construction will be addressed by the LPA sponsor in accordance with Federal and State Laws and Regulations. If any hazardous waste concerns arise, notify MoDOT's environmental specialist as soon as possible.

**Attachments:**

[DNR EStart #2025-07-00025.PNG](#)

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

*Last Updated: Aaron Stolte - 9/5/2024 7:18:08 AM*

**Wetland Impact (Section 404/401)** Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the attached USFWS National Wetlands Inventory map, and Google Earth imagery, there are no wetlands, blue line streams, lakes, ponds, or other waters of the U.S. in or around the project area. The project is not anticipated to impact wetlands or waters of the U.S.

LPA Action: None

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

**Attachments:**

[NWI RER #2025-07-00025.pdf](#)

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

*Last Updated: Aaron Stolte - 9/5/2024 7:18:15 AM*

**Noise Impact** Status: N/A

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:

**Attachments:**

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

*Last Updated: Aaron Stolte - 9/5/2024 7:18:21 AM*

Cultural Resources Impact (Section 106/Historic 4f)

Status: Cleared

Section 106 Status:  Pending  Cleared

Section 106 SHPO

Submittal Date:

Clearance Date:

05/30/2025

Project Specific Agreement Document:

N/A  PA  MOA

Select Programmatic Agreements Used:

First Choice:

Minor Projects PA 5.A.8

Second Choice:

-- Select Programmatic Agreement Used --

Third Choice:

-- Select Programmatic Agreement Used --

Built Environment Response:

[Empty text box for Built Environment Response]

Reviewer:

Althea Wunderler-Selby

Review completed for Built Environment

Archaeological Response:

[Empty text box for Archaeological Response]

Reviewer:

Geordon Taylor

Review completed for Archaeology

Environmental Response:

5.23.25- MoDOT has determined that the project is covered by Section V, Item 8 of the Programmatic Agreement Among the Federal Highway Administration, the Missouri Highway and Transportation Commission, the Advisory Council on Historic Preservation, and the Missouri State Historic Preservation Office for Minor Highway Projects. The project will result in No Historic Properties Affected, and no additional Section 106 consultation is required at this time. 9.4.24 - Additional project detail is needed to determine whether a cultural resources survey is required.

LPA Action:

5.23.25- No action is needed at this time. MoDOT will upload a PA form in the next two weeks and clear this section at that time. 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. 9.4.24 - Please provide a detailed project description and project plan sheets showing the limits of construction and the locations of any proposed right-of-way and/or easements.

Attachments:

[PA\\_Form\\_2025-07-00025.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:

Kory Van Hemert

on

05/30/2025

NA

Approved on:

[Empty text box for Approved on]

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

Last Updated: Kory van Hemert - 5/30/2025 9:01:35 AM

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

Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to Google Earth imagery, the Land and Water Conservation Fund online mapper, the All Trails website, and County Parcel Viewer, 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, nor will it result in a conversion of any Section 6(f) lands.

LPA Action:

### Attachments:

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

Checked by:  on

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

Last Updated: Aaron Stolte - 9/5/2024 7:22:52 AM

## Other

Status: Cleared

Status Information:  N/A  Pending  Cleared Clearance Date:  
05/01/2025

Environmental Response: 6/3/25 UPDATE - No wetland reserve program resources were identified in the project area. 5/1/2025 UPDATE: The consultant has uploaded the results of the FAA's Notice Criteria Tool. The results indicate that the project does not exceed notice criteria. This section is cleared. INITIAL SCREENING: There are no WRP easements in the vicinity of the project. The project is within 4 miles of the Monett Regional Airport, an existing public use airport.

LPA Action: 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: Holly Cantrell - 6/3/2025 2:29:09 PM

▶ NEPA Classification

Status: Cleared

NEPA Right-Of-Way Permission:	Can Proceed to Buy R/W	as determined or approved by:	KYLE.GRAYSON@MODOT.MO.GOV
NEPA Approval/Proceed to A-date Request:	06/03/2025	Re-evaluation Date:	
NEPA Classification:	PCE		
This project qualifies for the programmatic categorical exclusion under Item#:	3	All Environmental Issues Cleared:	06/03/2025
Commitments and/or Comments to Sponsor:	<p>UPDATE: If there are any changes in the scope of the project, MoDOT's Environmental section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws. PCE approved for A-Date request and for All Environmental Issues Cleared as of 06/03/2025. THE LPA/CONSULTANT SHOULD REVIEW ALL SECTIONS ABOVE INCLUDING THOSE MARKED AS CLEARED/GREEN. INITIAL: A Programmatic Categorical Exclusion (PCE) NEPA classification is anticipated for this proposed project but must be confirmed following resolution of pending items herein. The NEPA approval date will be given once the Cultural Resources, Threatened &amp; Endangered Species, and Public Lands sections are cleared. THE LPA/CONSULTANT SHOULD REVIEW ALL SECTIONS ABOVE INCLUDING THOSE MARKED AS CLEARED/GREEN. Please note the following points of contact for the environmental review: -For Farmland, Socioeconomic, Noise, and Public Lands: Holly Cantrell, holly.cantrell@modot.mo.gov, 615-649-7391 -For Floodplain/Floodway, Land/Stormwater, FEMA/SEMA, T/E, Migratory Birds, Wetlands, and HazMat: Cassie Baumgartner, cassie.baumgartner@modot.mo.gov, 615-760-0185; and/or Aaron Stolte, aaron.stolte@modot.mo.gov, 612-326-9510 -For Cultural Resources: Archaeology: Geordon Taylor, geordon.taylor@modot.mo.gov, 918-895-6596 Historic Architecture: Kory Van Hemert, kory.vanhemert@modot.mo.gov, 918-907-3512</p>		

Attachments:

[2025.06.03\\_RER#2025-07-00025, SW, 9900767, ,LAWRENCE\\_MODOT CONCURRENCE.pdf](#)

Last Submitted: 06/03/2025 by Holly Cantrell

CITY OF PIERCE CITY  
One Frisco Place  
Pierce City, MO 65723

September 9, 2025

Taylor Gammill  
Southwest District Transportation Planner  
**MISSOURI DEPARTMENT OF TRANSPORTATION**  
3025 E. Kearney  
Springfield, Missouri 65803  
Phone: (417) 895-7684

**RE: Certification of Plans, Specifications & Estimate (PS&E)**  
City of Pierce City, Missouri Sidewalk Improvements  
Project No.: TAP-9900 (767)  
City of Pierce City, Missouri

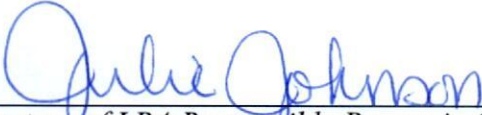
For Federal-aid project **TAP-9900 (767), City of Pierce City, Missouri “Adams St. Sidewalk Improvements”** administered by **OWN, Inc.**, the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of:

1. The undersigned is hereby certifying that the Specifications (including technical specifications and job special provisions) and Standard Plans for the above-mentioned project are in full compliance with all applicable Federal and State Laws, including but not limited to 23 CFR.
2. The undersigned will also carry out this project in accordance with applicable Federal and State policies and guidelines as set forth in *Missouri’s Local Public Agency Manual* found on MoDOT’s website.
3. The undersigned will also enforce compliance with the above-mentioned laws, regulations, policies and guidelines by its consultants, contractors, and subcontractors.
4. The undersigned is hereby certifying that above mentioned project has been developed according to: (check all that apply)

- Missouri Standard Specifications for Highway Construction, Current Edition
- Missouri Standard Plans for Highway Construction, Current Edition
- Other (list out all that apply):

City of Pierce City Design Standards for Public Improvements

Taylor Gammill  
Southwest District Transportation Planner  
**MISSOURI DEPARTMENT OF TRANSPORTATION**  
LPA Certification of Plans, Specifications & Estimate (PS&E)  
Project No.: TAP-9900 (767)  
Page 2



\_\_\_\_\_  
*Signature of LPA Responsible Person in Charge*

9-9-25

\_\_\_\_\_  
*Date*

Julie Johnson

\_\_\_\_\_  
*Typed Name of LPA Responsible Person in Charge*

City Clerk

\_\_\_\_\_  
*Title of LPA Responsible Person in Charge*

CITY OF PIERCE CITY  
One Frisco Place  
Pierce City, MO 65723

September 09, 2025

Taylor Gammill  
Southwest District Transportation Planner  
**MISSOURI DEPARTMENT OF TRANSPORTATION**  
3025 E. Kearney  
Springfield, Missouri 65803  
Phone: (417) 895-7684

**RE: LETTER OF CERTIFICATION – UTILITY STATUS**

City of Pierce City, Missouri  
Adams St. Sidewalk Improvements  
Project No.: TAP-9900 (767)  
City of Pierce City, Missouri

This project is tentatively scheduled to be let on November 01, 2025. The scope of work is as follows:

Construction of 5' wide concrete sidewalk, access connections, and any incidental work related thereto, including minor street improvements within the project area in accordance with the plans and specifications. The project is generally located along both sides of Adams St. in the City of Pierce City, Lawrence County, Missouri. The length of the improvements is approximately 2,370 feet of sidewalk.

The utility status is as follows:

It is not anticipated that any utility relocations will be required along the proposed routes. A portion of the work includes Clearing and Grubbing. Specific areas are noted on the plans. The costs of this work are covered under bid item CLEARING AND GRUBBING.


**City of Pierce City, Spire, and AT&T** have underground facilities within the limits of the areas of clearing and grubbing along Adams St. **Liberty Utilities** has overhead lines with power poles in the same area. The Contractor will be responsible to coordinate with these utilities prior to clearing and grubbing the areas.

No railroads will be impacted by this project.

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

Taylor Gammill  
Southwest District Transportation Planner  
**MISSOURI DEPARTMENT OF TRANSPORTATION**  
Letter of Certification – Utility Status  
Project No.: TAP-9900 (767)  
Page 2

SIGNED:



Signature of LPA Responsible Person in Charge

9-9-25

Date

Julie Johnson

Typed Name of LPA Responsible Person in Charge

City Clerk

Title of LPA Responsible Person in Charge




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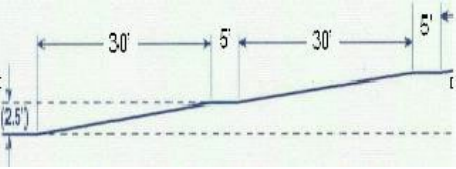
## **K. ADA CHECKLIST**

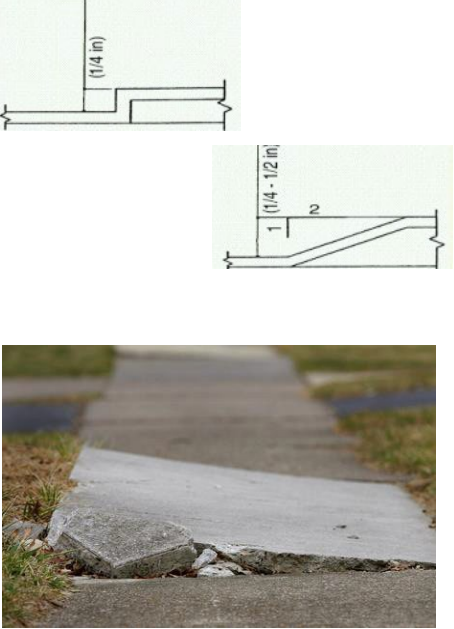
# ADA CHECKLIST

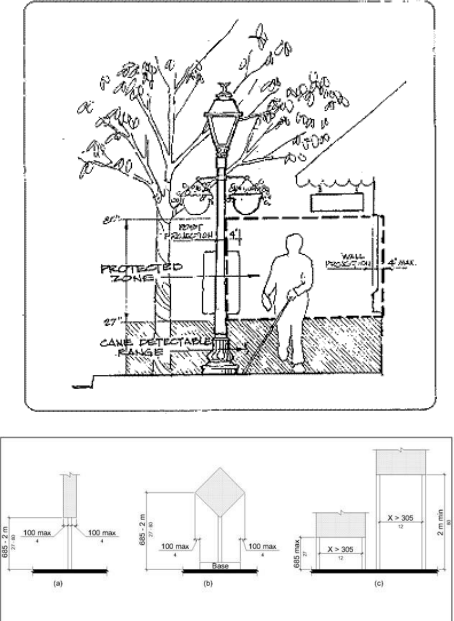
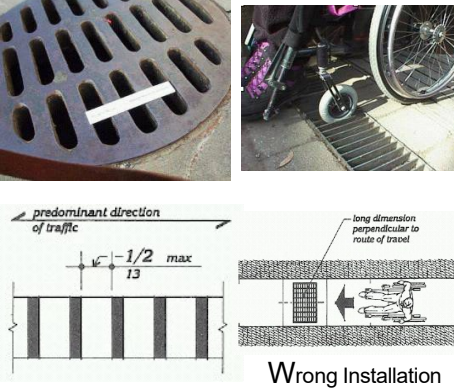
Revised July 8, 2024

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


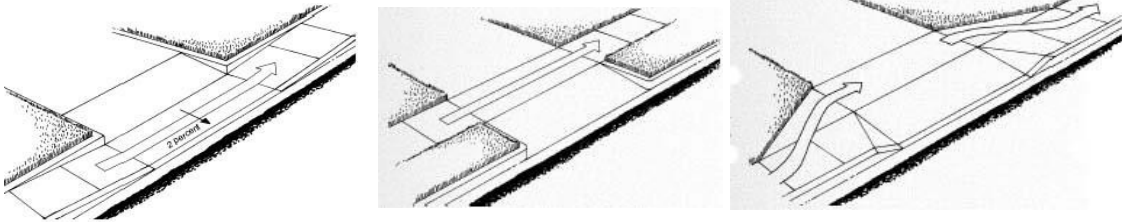
<b>Pedestrian Access Route (PROWAG R204)</b>				
<b>Figures/Examples</b>	<b>Requirements <sup>1</sup></b>	<b>YES</b>	<b>NO</b>	<b>NA</b>
<p><b>Sidewalk Width</b></p> 	<ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb.</li> <li>The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space.</li> <li>MoDOT Sidewalks shall be 5 feet wide minimum. <sup>2</sup></li> <li>MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. <sup>2</sup></li> <li>Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. <sup>2</sup></li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
<p><b>Passing Spaces</b></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><b>Sidewalk Running Slope</b> The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.</p>	<ul style="list-style-type: none"> <li>The running slope of a pedestrian access route shall be 5 percent maximum.</li> <li><b><u>Roadway Grade Exception:</u></b> Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway.</li> <li>Running Slopes shall be measured using a calibrated 2-foot-long digital level.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Sidewalk Cross Slope</b> The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.</p>	<ul style="list-style-type: none"> <li>• The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>• 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08percent).</li> <li>• In either case, a cross slope measurement of 2.1percent or greater is not ADA compliant.</li> <li>• Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			
<p><b>Sidewalk Ramps</b> For example, a sidewalk ramp segment with the maximum allowed running slope of 8.33% would require a 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>• Sidewalk 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>- Sidewalk Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.</li> <li>- Landing slopes shall be 2 percent maximum.</li> <li>- Changes in level at grade breaks shall be flush.</li> </ul> </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>• Sidewalk Ramp runs with a rise greater than 6 inches shall have handrails.</li> <li>• Handrails shall be provided on both sides of stairs and sidewalk ramps.</li> <li>• Edge protection shall be provided on each side of sidewalk ramp runs.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			

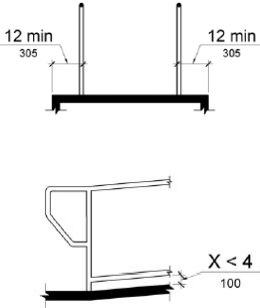
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>Vertical Alignment</p>	<ul style="list-style-type: none"> <li>Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible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

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>• Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes.</li> <li>• Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path.</li> <li>• Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3)</li> <li>• Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground.</li> <li>• Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground.</li> <li>• Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.</li> </ul>			
 <p>Wrong Installation</p>	<ul style="list-style-type: none"> <li>• Openings in floor and ground surfaces shall not allow passage of a sphere more than 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>			

**ENTRANCES (PROWAG R301)**

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

**EDGE PROTECTION (PROWAG R406.8)**


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

## HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)

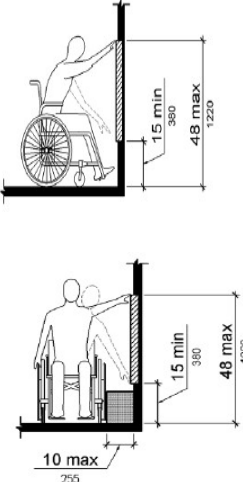
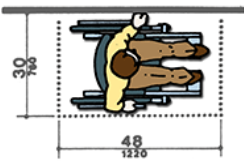
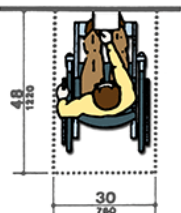
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>• The clear width of walking surfaces shall be 4.0 feet minimum.</li> <li>• Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps.</li> <li>• Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.</li> <li>• Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.</li> <li>• Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum.</li> <li>• Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum.</li> <li>• Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum.</li> <li>• Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.</li> <li>• Handrails shall not rotate within their fittings.</li> <li>• Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.</li> <li>• At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.</li> <li>• At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.</li> <li>• See Edge Protection section above (also PROWAG 406.8) for additional details.</li> </ul>			



## STAIRWAYS (PROWAG R407)

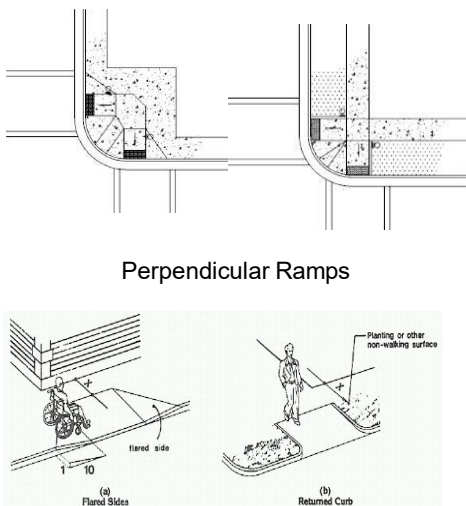
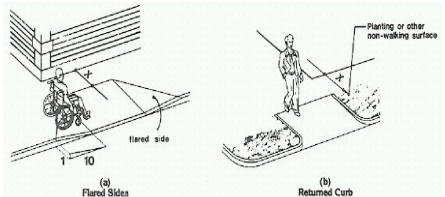
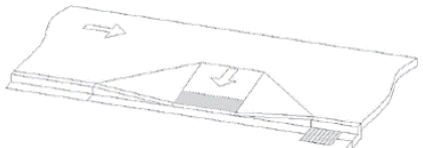
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum.</li> <li>Open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

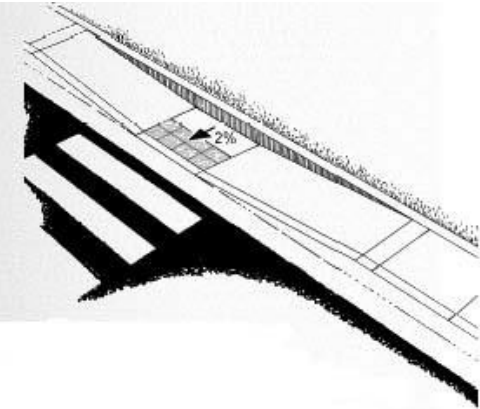
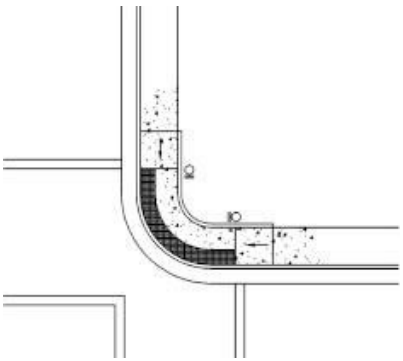
## UNOBSTRUCTED REACH RANGES (PROWAG R406)

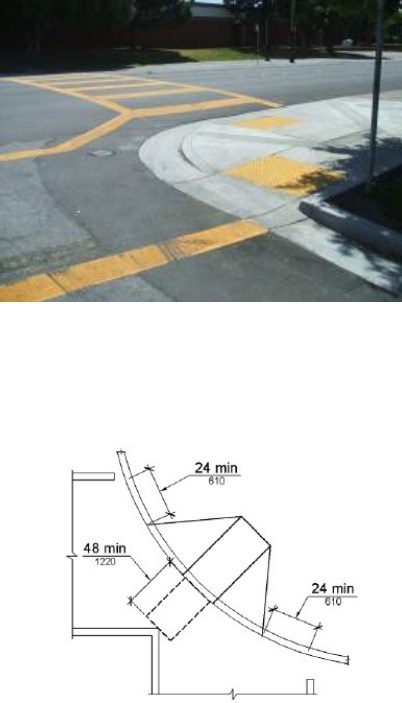
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<p><b>Forward Reach</b></p> <ul style="list-style-type: none"> <li>Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground.</li> </ul> <p><b>Side Reach</b></p> <ul style="list-style-type: none"> <li>Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground.</li> <li><b>EXCEPTION:</b> An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3)</li> </ul> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>Parallel Approach</p>  </div> <div style="text-align: center;"> <p>Forward Approach</p>  </div> </div>			

## CURB RAMPS (PROWAG R304)

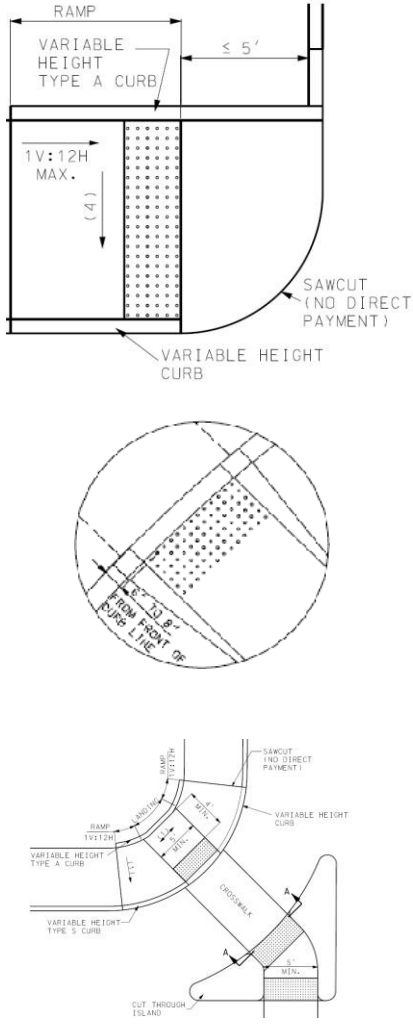
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.</p> <p><b>15 Foot Rule:</b> For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.</p>	<ul style="list-style-type: none"> <li>• The clear width of curb ramps, excluding the flares, shall be 4.0 feet minimum.</li> <li>• Curb Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the curb ramp length to exceed 15.0 feet.</li> </ul> <p><b>Exception: 15 Foot Rule:</b> The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length.</p> <ul style="list-style-type: none"> <li>• Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>• The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>• Handrails and Edge protection shall not be required on curb ramps and their landings.</li> <li>• Curb height = 0 inches within curb ramp spaces.</li> <li>• Curb ramps must be flush with street.</li> <li>• The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5)</li> <li>• The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.</li> <li>• Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp.             <ul style="list-style-type: none"> <li>- In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12.</li> </ul> </li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 <p style="text-align: center;">Perpendicular Ramps</p>  <p>X = 4' Min.      Flared Sides in Pathway    Flared Sides Not in Pathway</p> <p><b><u>Roadway Grade Exception:</u></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 rightangles.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> <li>• The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>• The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> </ul> <p><b><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 highwaygrade.</p> <ul style="list-style-type: none"> <li>• A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space.</li> <li>• Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp.</li> <li>• If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.)</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.</li> </ul>			

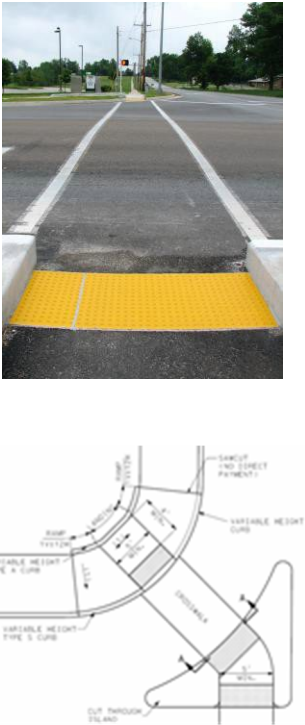
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 <p>Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> <li>• <b>Parallel curb ramps</b> shall have a running slope that is in-line with the direction of sidewalk travel.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> <li>• The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> </ul> <p><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>• A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space.</li> <li>• Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
	<ul style="list-style-type: none"> <li>• <b>Blended Transitions</b> shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum.</li> <li>• The clear width blended transitions, excluding flares, shall be 4.0 feet minimum.</li> <li>• Detectable warning surfaces shall be provided where a blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route.</li> <li>• Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>• <b>Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board.</b></li> <li>• Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow.</li> <li>• The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway.</li> <li>• Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings.</li> <li>• Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing.</li> </ul> <p><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> </ul>			






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

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

**ISLANDS AND MEDIANS (PROWAG R305.4)**

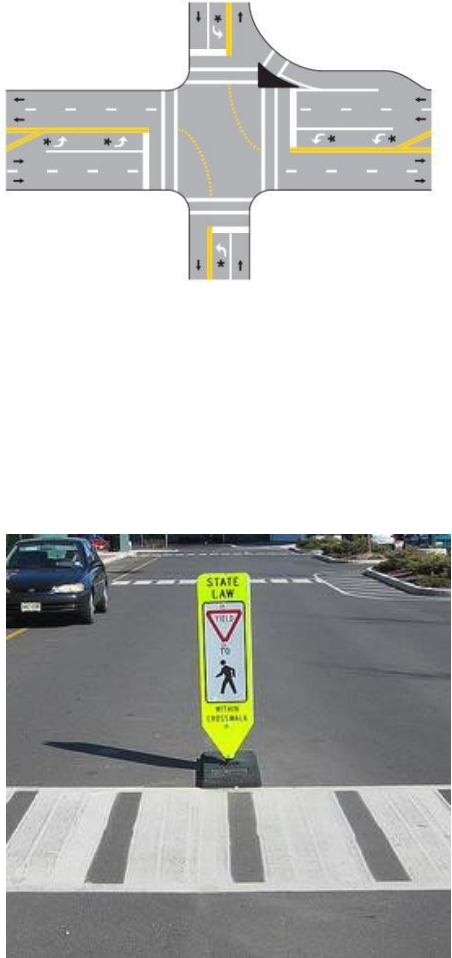
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>• Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.</li> <li>• Raised islands in crossings shall be cut through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

**ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306 and EPG 902.6.1 – EPG 902.6.15)**


Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
    	<ul style="list-style-type: none"> <li>• Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval at new signalized intersections and shall be considered at existing intersections being altered or are needing maintenance applications. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal.</li> <li>• Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line.</li> <li>• Accessible pedestrian pushbuttons shall be located within a reach range complying with EPG 642.</li> <li>• A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route.</li> </ul> <p><b>Roadway Grade Exception:</b> Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route.</p> <ul style="list-style-type: none"> <li>• Pedestrian signals shall comply with PROWAG 2005 R306 and EPG 902.6.1 through 902.6.15.             <ul style="list-style-type: none"> <li>- Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 3.5 pounds to activate operable parts.</li> <li>- The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves.</li> <li>- The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line.</li> <li>- For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart.</li> <li>- Pushbuttons are located at a height of approximately 42 inches, but no higher than 48 inches from the ground and within 10 inch reach from a level paved clear floor or ground space with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches.</li> <li>- Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.</li> </ul> </li> </ul>			



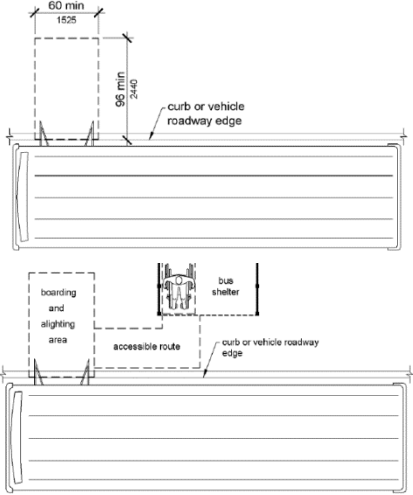
**PEDESTRIAN STREET CROSSINGS (PROWAG R305 and EPG 642)**

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refugeisland.</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 5percent is required.</li> <li>• A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stopcontrol.</li> <li>• Crossings with Stop Control: The cross slope shall be 2 percent maximum.</li> <li>• The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>• The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk.</li> <li>• Accessible pedestrian signals and pedestrian pushbuttons provided at pedestrian crossings with pedestrian signals (See EPG 642 for applicability) shall comply with EPG 902.6.8 through 902.6.15. Operable parts shall comply with EPG 902.6.9 – 902.6.15.</li> <li>• Crosswalk pavement marking is 6 inches wide white.</li> <li>• Stop bar is at minimum 4 feet from the crosswalk.</li> <li>• Curb ramps at marked crossings shall be wholly contained within themarkings, excluding any flared sides.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.</li> </ul>			

**ALTERNATE CIRCULATION PATH (PROWAG R302)**

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>• Alternate circulation paths shall contain a pedestrian access route.</li> <li>• To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route.</li> <li>• Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66.</li> <li>• Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4).</li> <li>• A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface.</li> <li>• Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface.</li> <li>• Support members shall not protrude into the alternate circulation path.</li> </ul>			

**BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)**

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>• Bus stop boarding and alighting areas shall have a firm, stable surface.</li> <li>• Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway.</li> <li>• Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route.</li> <li>• Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent.</li> <li>• Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter.</li> <li>• Bus shelters shall be connected by an accessible route to a boarding and alighting area.</li> </ul>			

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

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

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

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

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

**US Access Board PROWAG**

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

<b>Inspector Name:</b> _____ <b>Inspector Signature:</b> _____	<b>Date:</b>
<b>Contractor Representative Name:</b> _____ <b>Contractor Representative 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"/> <b>Project Office</b> <input type="checkbox"/> <b>District Permit Office</b>	

# **SAMPLE**

## **ADA EXCEPTIONS DOCUMENTATION**

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

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

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

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## **L. CONTRACT FORMS**

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**CONTRACT AGREEMENT**

**THIS AGREEMENT** made and entered into by and between **the City of Pierce City, Missouri**, hereinafter referred to as the Owner, and \_\_\_\_\_, hereinafter 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:

**City of Pierce City  
Adams Ave.  
Sidewalk Improvements**

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," "Acknowledgement," "Special Provisions," "Specifications," "Notice to Proceed," "Addenda," and all change orders are made a part hereof as fully as if set out herein.

It is understood and agreed that, except as may be otherwise provided for 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 he 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 within ten calendar days of 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 Owner under the contract.

The work shall be done to the 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, 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 therefor, in accordance with the special provisions on that subject attached hereto, incorporated in and made a part of this contract.

The Contractor expressly warrants that it has employed no third person to solicit or obtain this contract in his 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 him 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 of any other person 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 that 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 bona fide employees or subcontractors and did not bid for the benefit of another contractor.

The Owner agrees to pay the Contractor in the amount of \_\_\_\_\_ Dollars (\_\_\_\_\_) as full compensation for the performance of work embraced in this contract, subject to adjustment as provided for changes in the quantities by means of approved change orders.

**IN WITNESS WHEREOF**, the parties hereto have hereunto set their hands and affixed their seals this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at Pierce City, Missouri.

FOR: CITY OF PIERCE CITY  
Owner

ATTEST: By: \_\_\_\_\_

\_\_\_\_\_  
City Clerk Title: Mayor

FOR: \_\_\_\_\_  
Contractor

ATTEST By: \_\_\_\_\_  
Signature of Representative

\_\_\_\_\_  
Title: \_\_\_\_\_

**CONTRACT BOND**

KNOW ALL MEN BY THESE PRESENTS: That we \_\_\_\_\_  
(Contractor)

\_\_\_\_\_ as principal, and \_\_\_\_\_  
(Bonding Co.)

as surety, are held and firmly bound unto the CITY OF PIERCE CITY, MISSOURI, in the penal sum of \_\_\_\_\_ DOLLARS (\_\_\_\_\_) lawful money of the United States, to be paid to the said Owner or to its certain agents, attorneys, assigns, for which sums of money, will and truly to be paid, we bind ourselves, or heirs, successors, assigns executors, and administrators, jointly and severally, firm by these presents.

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

The condition of this obligation is such that

WHEREAS, the said bounded principal has entered into certain contract with the

**City of Pierce City, Missouri  
for the construction of  
Adams Ave.  
Sidewalk Improvements  
Pierce City, Missouri  
TAP-9900 (767)**

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 completed 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 in 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 Owner, or its engineer, under the authority from said Owner, 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 his employees, agent, servant, bailee, or bailor, then this is to be voided; otherwise it shall be and remain in full force and effect.

ATTEST: (SEAL)

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Principal

By: \_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Title

\_\_\_\_\_  
Surety

By: \_\_\_\_\_  
Signature

ATTEST: (SEAL)

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
Address – Missouri Agent

\_\_\_\_\_  
City

Name and address of agent to whom all correspondences should be directed relating to the contract and bond.

\_\_\_\_\_  
Name (Print or type)

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State, Zip Code

**FINAL RECEIPT OF PAYMENT AND RELEASE FORM**

KNOW ALL MEN BY THESE PRESENTS THAT: \_\_\_\_\_

hereinafter called "Contractor" who heretofore entered into a contract with **the City of Pierce City, Missouri**, hereinafter called "**Owner**", for the performance of work and/or the furnishing of material for the construction of a project entitled: "City of Pierce City, Missouri: Adams Ave. Sidewalk Improvements in consideration of such final payment by Owner, DOES HEREBY:

1. ACKNOWLEDGE that he has been paid in full and all sums due him for everything done by him, or done by his subcontractors, material vendors, equipment and fixture suppliers, agents and employees, or otherwise in the performance of the work called for by the aforesaid contract and all modifications or extras or additions thereto, for the construction of said project otherwise.
2. RELEASE and fully, finally and forever discharge Owner of and from any and all suits and actions, claims and demands of whatsoever kind or character arising out of or in any manner related to anything and everything done or omitted by Contractor, its subcontractors, material vendors, equipment and fixture suppliers, agents and employees, in the performance of or connected with its/their performance of said work, or otherwise.
3. REPRESENT that all his employees, subcontractors, material vendors, equipment and fixture suppliers and everyone else has been paid in full all sums due them or any of them in connection with performance of said work, or anything done or omitted by them or any of them in connection with the construction of said improvements, or otherwise.
4. ATTACH subcontractor and suppliers lien waiver forms, signed by all persons from whom materials and supplies were purchased and by all persons employed in connection with Contractor's Agreement with Owner.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
(Name of Contractor)

By: \_\_\_\_\_  
(Typed or Printed Name)

\_\_\_\_\_  
(Signature)

Title: \_\_\_\_\_

**CONTRACTOR'S ACKNOWLEDGEMENT  
(FOR SOLE INDIVIDUAL)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as his/her free act and deed.

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

(SEAL)

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

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

**CONTRACTOR'S ACKNOWLEDGEMENT  
(FOR PARTNERSHIP OR UNINCORPORATED COMPANY)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_, before me personally appeared \_\_\_\_\_, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the proposal.

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

(SEAL)

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

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

**CONTRACTOR'S ACKNOWLEDGEMENT  
(FOR CORPORATION)**

State of \_\_\_\_\_ }  
County of \_\_\_\_\_ } ss.

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\_\_\_\_\_.