

**Schoettler Road Sidewalk
2023-PW-05
Federal Project Number: TAP-5410(636)**



City of Chesterfield
690 Chesterfield Parkway West
Chesterfield, MO 63017

REQUEST FOR BID

BID OF

Bidder Name _____

Bidder Address _____

FOR
CONSTRUCTING OR IMPROVING

**Schoettler Road Sidewalk Extension from Windsor Valley Ct. to Geenleaf Valley Dr.
St. Louis County / City of Chesterfield, MO**

**NOTICE TO BIDDERS
SCHOETTLER ROAD SIDEWALK
CITY OF CHESTERFIELD, MISSOURI**

Sealed Bids for the **Schoettler Road Sidewalk** will be received by the City of Chesterfield Department of Public Works, 690 Chesterfield Pkwy W, Chesterfield, Missouri, 63017-0760 until 10:00 a.m. (prevailing central time) on Tuesday, October 27, 2026 and will thereafter be publicly opened and read aloud. **A non-mandatory pre-bid meeting will be held at 10:00am on Tuesday, October 13, 2026 at Chesterfield City Hall located at 690 Chesterfield Parkway W, Chesterfield, MO 63017-0760.**

The project consists of constructing a new sidewalk and curb ramps, with associated pavement, striping, drive approaches, storm sewers and inlets, and retaining wall on the east side of Schoettler Road, from Windsor Valley Ct. to Greenleaf Valley Drive. The awarded Contractor shall have 150 days from the date of Notice to Proceed to complete the project.

Plans and contract documents will be available on Monday, October 5, 2026 for download from the City's website (<https://www.chesterfield.mo.us/request-for-bidsproposals>).

Not less than the prevailing hourly rates of wages as found by the Department of Labor and Industrial Relations of the State of Missouri, or determined by court on appeal, shall be paid to all workers performing work under this Contract.

Bidders are informed that pursuant to Section 285.530, RSMo, as a condition of the award of any contract in excess of five thousand dollars (\$5,000.00), the successful bidder shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection to the contracted services. Successful bidders shall also sign an affidavit affirming that they do not knowingly employ any person who is an unauthorized alien in connection to the contracted services.

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

The DBE Goal for this project is 0%.

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

The project will be awarded to the lowest, responsive, responsible bidder. The City reserves the right to reject any and all Bids, to waive informalities therein, to determine the lowest and best bid as determined in the sole discretion of the City.

For additional information regarding the project, contact Steve Merk, PE, at 636-537-4754 or smerk@chesterfield.mo.us

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Bid Form

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List of Resources and References

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Federal Work Authorization Program Affidavit

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Bidder's List Quote Summary Form ([Fig. 136.9.12](#))

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

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

General Provisions (Other Than MoDOT)

Job Special Provisions ([Sample JSP's](#) on MoDOT's Website)

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

Federal Aid Provisions <provided within>

Applicable State Wage Rates

Applicable Federal Wage Rates

Applicable Environmental and Cultural Permits and Clearances

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

INSTRUCTIONS TO BIDDERS

IB - 1 DEFINITIONS

1.1 Bid Documents include the Notice to Bidders, Instructions to Bidders, the Bid Form, the Contractor Contract, the General Conditions, Job Special Provisions, State Wage Determination, Anti-Collusion Affidavit, Federal Work Authorization Program Affidavit, Certification of Non-Segregation, Performance and Payment Bonds, the Drawings, the Specifications, the Construction Schedule, and all Addenda issued prior to receipt of bids.

1.2 All definitions set forth in the General Conditions or in other Contract Documents are applicable to the Bidding Documents.

1.3 Addenda are written or graphic instruments issued prior to the execution of the City-Contractor Agreement which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

1.4 A Bid is a complete and properly signed proposal to do the Work or a designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in Alternate Bids.

1.6 An Alternate Bid is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials or services as described in the Bidding Documents or in the proposed Contract Documents.

1.8 A Bidder is a person or entity who submits a Bid.

1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials or labor for a portion of the Work.

IB-2 BIDDER'S REPRESENTATIONS

2.1 Each Bidder by making his Bid represents and warrants that:

2.1.1 He has read and understands the Bidding Documents and his Bid is made in accordance therewith.

2.1.2 He has visited the site, has familiarized himself with the local conditions under which the Work is to be performed and has correlated his observations with the requirements of the proposed Contract Documents.

2.1.3 His Bid is based upon the materials, products, systems and equipment required by the Bidding Documents.

IB - 3 BIDDING DOCUMENTS

3.1 COPIES

3.1.1 Bidders may print, at their expense, complete sets of the Bidding Documents received from the issuing office designated in the Notice to Bidders.

3.1.2 Each Bidder shall use a complete set of Bidding Documents in preparing his Bid.

3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

3.2.1 Bidders shall promptly notify the City of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents or of the site and local conditions.

3.2.2 Bidders may request clarification or interpretation of the Bidding Documents by making a written request which shall reach the City at least seven (7) days prior to the date for receipt of Bids.

3.2.3 Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and Bidders shall not rely upon such interpretations, corrections and changes.

3.2.4 If the City determines that clarification of the terms and conditions of the Bidding Documents is necessary, an Addendum will be made available to all Bidders setting forth such clarification.

3.3 SUBSTITUTIONS

3.3.1 The materials, products, systems and equipment described in the Bidding Documents establish a minimum standard of required function, dimension, appearance and quality which must be met by any proposed substitution.

3.3.2 No substitution of the materials, products, systems and equipment described in the Bidding Documents will be considered prior to receipt of Bids unless written request for approval has been received by the City at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material, product, system or equipment for which substitution will be made and a complete description of the proposed substitute including drawings, costs, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems or equipment or other Work that incorporation of the substitute would require shall be included in each such request. The City, at its sole discretion, may approve or disapprove the proposed substitute.

3.3.3 If the City approves any proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals made in any other manner.

3.3.4 No substitutions will be considered after the Contract is awarded unless specifically provided in the Contract Documents.

3.4 ADDENDA

3.4.1 Addenda will be e-mailed or delivered by other means to all who are known by the City to have received a complete set of Bidding Documents.

3.4.2 Copies of Addenda will be made available for inspection wherever Bidding Documents are on file for that purpose.

3.4.3 No Addenda will be issued later than two (2) days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

3.4.4 Prior to submitting his Bid, each Bidder shall ascertain that he has received all Addenda issued, and he shall acknowledge receipt of all such Addenda on his Bid.

IB - 4 BIDDING PROCEDURE

4.1 FORM AND STYLE OF BIDS

4.1.1 These Contract Documents include a complete set of bidding and contract forms which are for the convenience of bidders. Bidders shall print copies of bid forms for the purpose of completing their bid. All bids must be submitted on the Bid Form(s) provided.

4.1.2 All blanks on the bid form shall be filled in with typed text or written in manually in ink.

4.1.3 Any interlineation, alteration or erasure must be initialed by the signer of the Bid.

4.1.4 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of his bid security, state his refusal to accept award of less than the combination of Bids he so stipulates. The Bidder shall make no additional stipulations on the bid form nor qualify his Bid in any other manner.

4.1.5 Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is a sole proprietor, a partnership, a corporation, or some other legal entity. Each copy shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

4.2 BID SECURITY

4.2.1 Each Bid shall be accompanied by a certified check or bank draft on a responsible solvent bank or a satisfactory bid bond executed by the Bidder and a surety company and payable to the City of Chesterfield, Missouri, in an amount of not less than five percent (5%) of the Base Bid. If the Bidder fails to enter into a contract with the City on the terms stated in his Bid, or fails to furnish Performance and Payment Bonds as required by the Contract Documents, the amount of the Bid Bond shall be forfeited to the City as liquidated damages, not as a penalty.

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

4.3 SUBMISSION OF BIDS

4.3.1 Bidders must complete and submit one (1) original of the following documents that shall comprise the Bid;

- ☐ 5% Bid Security
- ☐ Exhibit A - Completed Bid Form
- ☐ Exhibit B - List of Resources and References
- ☐ Exhibit C - List of Proposed Subcontractors and Suppliers
- ☐ Exhibit D - Certification of Non-Segregation
- ☐ Exhibit E - Anti-Collusion Affidavit
- ☐ Exhibit F - Affidavit of Participation in Federal Work Authorization Program
 - Include copy of E-Verify Memorandum of Understanding (MOU) with all necessary electronic signatures.

4.3.2 The Bid and any other documents required to be submitted with the Bid shall be enclosed in a sealed envelope. The envelope shall be addressed to the City of Chesterfield, 690 Chesterfield Pkwy W, Chesterfield, Missouri 63017-0760, Attention: Steve Merk, PE. The envelope shall be identified with Schoettler Road Sidewalk 2023-PW-05 along with the Bidder's name and address, and if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope labeled with the notation "SEALED BID ENCLOSED" on the face thereof.

4.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of Bids indicated in the Notice To Bidders, or any extension thereof made by an Addendum. Bids received after the time and date for receipt of Bids will be returned unopened.

4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

4.4 MODIFICATION OR WITHDRAWAL OF BID

4.4.1 A Bid may not be modified, withdrawn or canceled by the Bidder within sixty (60) days following the time and date designated for the receipt of Bids, and each Bidder so agrees in submitting his Bid.

4.4.2 Prior to the time and date designated for receipt of Bids, any Bid submitted may be modified or withdrawn by notice to the party receiving Bids at the place designated for receipt of Bids. Such notice shall be in writing signed by the Bidder. Written confirmation over the signature of the Bidder shall be mailed and postmarked on or before the date and time set for receipt of Bids, and it shall be so worded as not to reveal the amount of the original Bid.

4.4.3 Withdrawn Bids may be resubmitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with these instructions to Bidders.

4.4.4 The amount of the Bid Bond shall be in an amount sufficient for the Bid as modified or resubmitted.

IB - 5 CONSIDERATION OF BIDS

5.1 OPENING OF BIDS

5.1.1 Unless stated otherwise in the Request for Bids, the properly identified Bids received on time will be opened publicly and will be read aloud.

5.2 REJECTION OF BIDS

5.2.1 The City shall have the right to reject any or all Bids, to reject a Bid not accompanied by a Bid Bond or by other data required by the Bidding Documents, to reject a Bid which is in any way incomplete or irregular and to rebid the Work at a later date if all Bids are rejected.

5.3 ACCEPTANCE OF BID (AWARD)

5.3.1 The City may make any investigation of a Bidder as it deems necessary to determine the ability of a Bidder to perform the Work. Bidders shall furnish information regarding their qualifications upon the reasonable request of the City. The City reserves the right to reject any Bid if the evidence submitted by, or other investigation of, the Bidder fails to satisfy the City that the Bidder has the proper qualifications to perform the Work in accordance with the Contract.

5.3.2 The Bidder will be required to establish to the satisfaction of the City the reliability and responsibility of the persons or entities proposed to furnish and perform the Work. Prior to the award of the Contract, the City will notify the Bidder in writing if the City, after due investigation, objects to any such person or entity proposed by the Bidder to supply items, furnish materials, or perform portions of the Work. If the City objects to any such proposed person or entity, the Bidder may, at his option, (1) withdraw his Bid, or (2) submit an acceptable substitute person or entity. The City may, at its discretion, accept the adjusted bid price or it may disqualify the Bidder.

5.3.3 Persons and entities proposed by the Bidder and to whom the City has made no objection under the provisions of Paragraph 5.3.2 herein must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the City.

5.3.4 It is the intent of the City to award the Contract to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bidding documents and does not exceed the funds available.

However, the City reserves the right to accept the Bid which, in the City's judgment, is in the best interest of and most advantageous to the City. The bid quantities are only estimates for use in comparing bids; the City makes no guarantee for the accuracies of the bid quantities and reserves the right to accept or reject any of the bid items, or alter the quantities, as necessary to award a contract within the City's budgetary constraints. The Contract Sum, as stated in the City-Contractor Agreement is a maximum, not to exceed, amount unless altered by an appropriate Change Order. The Contractor shall accept, as payment in full, payment at the original contract unit prices bid for the accepted quantities of work done. No allowance will be made for any increased expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. The City shall have the right to waive any informality or irregularity in any Bid or Bids received and to accept the Bid or Bids which, in its judgment, is in the City's own best interests.

5.3.5 The City shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and the Alternates accepted. Acceptance of Alternates is at the sole discretion of the City. Each bid alternate may be considered separately; the Contractor is not to rely on acceptance of any alternate bids.

IB - 6 AWARD OF CONTRACT

6.1 The City shall provide by mail, e-mail, or other suitable means to the successful Bidder the Notice of Award of the Contract.

6.2 Within ten (10) days from the date of receipt of the Notice of Award, the successful Bidder shall execute and deliver to the City the Contract Documents, and shall furnish the Performance and Payment Bonds and the Certificates of Insurance as required in Sections 12.6 and 9.1.3, respectively, of the General Conditions. In the event the successful Bidder fails to execute and deliver the Contract Documents, the Performance and Payment Bonds and/or the Certificates of Insurance as aforesaid, the City may, at its option, consider the Bidder in default and award the Contract to another Bidder, in which case the Bid Bond of the defaulting Bidder shall be forfeited to the City.

NOTICE TO CONTRACTORS

Sealed bids, addressed to the City of Chesterfield, 690 Chesterfield Parkway West, Chesterfield, MO 63017 for the proposed work will be received by the City of Chesterfield until **10:00am** (prevailing local time) on **Tuesday, October 27, 2026**, at the office of City of Chesterfield, 690 Chesterfield Parkway West, Chesterfield, MO 63017, and at that time will be publicly opened. Bids should be delivered to: 690 Chesterfield Parkway West, Chesterfield, MO 63017.

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

The project consists of constructing a new sidewalk and curb ramps, with associated pavement, striping, drive approaches, storm sewers and inlets, and retaining wall on the east side of Schoettler Road, from Windsor Valley Ct. to Greenleaf Valley Drive.

(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 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.

St. Louis County Transportation Department's "Standard Specifications for Road and Bridge Construction" (October 1, 2024)

St. Louis County Transportation Department's Standard Drawings (June 1, 2024)

MSD STL Standard Construction Specifications (2023)

Manual on Uniform Traffic Control Devices for Streets and Highways (December 2023)

Proposed Accessibility Guidelines for Pedestrian Facilities in the Public Right-of-way (July 26,

2011)

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

The contracting authority for this contract is the City of Chesterfield, MO.

(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: 150 Calendar Days from Notice to Proceed

Completion Date: July 2, 2027

(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 \$1,100.00

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty. 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. 33", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

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

http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

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

http://www.dhs.gov/files/programs/gc_1185221678150.shtm

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

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

(12) BUY AMERICA REQUIREMENTS: Construction contracts shall assure compliance with Section 165 of the Surface Transportation Assistance Act of 1982, Section 337 of the Surface Transportation and Uniform Relocation Assistance Act of 1987, 23 CFR 635.410, and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. On all contracts involving Federal-aid, all products of iron, steel, or a coating of steel which are incorporated into the work must have been manufactured in the United States. Construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber, or drywall also require Buy America certification. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. In addition, manufactured products are currently exempted under the 1983 waiver from FHWA. The Contracting Authority may allow minimal amounts of these materials from foreign sources, provided the cost does not exceed 0.1 percent of the contract sum or \$2,500, whichever is greater. The Contractor certifies that these materials are of domestic origin. Additional information regarding the "Buy America" requirements can be found at:

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

(13) ADDENDUM ACKNOWLEDGEMENT: The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid.

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

_____, which is the correct LEGAL NAME as stated on the contractor questionnaire.

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

☐ sole individual

☐ partnership

☐ joint venture

☐ corporation, incorporated under laws of state of _____.

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

Executed by bidder this _____ day of _____ 20____.

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

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

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

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

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

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

NOTE: If bidder is doing business under a fictitious name, the bid shall be executed in the legal name of the individual, partners, joint ventures, or corporation, and registration of fictitious name filed with the secretary of state, as required by sections 417.200 to 417.230 RSMo. If the bidder is a corporation not organized under the laws of Missouri, it shall

procure a certificate of authority to do business in Missouri, as required by section 351.572 et seq RSMo. A certified copy of such registration of fictitious name or certificate of authority to do business in Missouri shall be filed with the Missouri Highways and Transportation Commission, as required by the standard specifications.

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

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

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

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

(19) **PRIME CONTRACTOR REQUIREMENTS**: The limitation in Sec 108.1.1 of the Missouri Standard Specifications for Highway Construction that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. 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 Chesterfield, 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) RETAINAGE: Retainage of contractor payment(s) is not to be automatically applied to this project. However, in accordance with the Missouri Prompt Pay Act (34.057 RsMO), the City of Chesterfield 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 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 the City of Chesterfield. **Provide the vendor name, vendor address, vendor number, county, route and federal project number on the outside of the envelope.**
- ☐ 4. Please read all items in the bidding document carefully. For paper bids, complete all items in ink or by typing in the information.
- ☐ 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. Affix Corporate Seal if the Bidder is a Corporation.
- ☐ 6. For paper bids submit a bid bond executed by bidder and surety, or attach cashier's check to the bid bond form.
- ☐ 7. Submit the 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.

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

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

All questions concerning the bid document preparation can be directed to Steve Merk at 636-537-4754 or smerk@chesterfield.mo.us. Project specific questions can be directed to Jon Loos at 636-439-2398 or jrloos@hornershipfrin.com.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify Steve Merk at 636-537-4754 or smerk@chesterfield.mo.us, or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

EXHIBIT A

BID FORM

BID TIME: 10:00 a.m.

BID DATE: Tuesday, October 27, 2026

TO: THE CITY OF CHESTERFIELD

The undersigned, having carefully examined the site and all the Contract Documents, adding Addenda _____ through _____, for the

Schoettler Road Sidewalk
2023-PW-05

being familiar with the local conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and services required for the performance and completion of said project in accordance with the said Contract Documents for the following itemized bid.

The City is requesting unit price proposals for this work, consisting of Construct approximately 1,500 LF of sidewalk, pavement, drive approaches, and retaining wall.

The Contract contains an alternative dispute resolution provision which may be enforced by the parties.

Bid submitted by:

Company Name: _____

Address: _____

City, State _____

Phone number: _____ Fax: _____

E-mail address: _____

Type of Firm: Sole Partnership _____ Partnership _____
 Corporation _____ Other _____

Officer _____

Title _____

Signature _____

Date _____

SCHOETTLER ROAD SIDEWALK INFILL						
LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
ROADWAY						
1	2013000	CLEARING AND GRUBBING	ACRE	0.8		
2	2022010	REMOVAL OF IMPROVEMENTS	LS	1		
3	2031000	CLASS A EXCAVATION	CY	4821		
4	2036000	COMPACTING EMBANKMENT	CY	1212		
5	2142000	FURNISHING ROCK FILL	CUYD	609		
6	2143000	PLACING ROCK FILL	CUYD	609		
7	3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	6679		
8	4011209	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TON	59		
9	4013000	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BASE)	TON	131		
10	4071005	TACK COAT	GAL	27		
11	5021107	CONCRETE PAVEMENT (7 IN. NON-REINF)	SY	273.4		
12	6042020	ADJUSTING BASIN OR INLET	EACH	2		
13	6085008	PAVED APPROACH, 8 IN.	SY	55.4		
14	6091010	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	LF	36		
15	6091041	CONCRETE GUTTER TYPE A	LF	807		
16	6091042	CONCRETE GUTTER TYPE B	LF	207		
17	6092011	INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE A	LF	174		
18	6099903	MODIFIED CURB AND GUTTER TYPE B	LF	1571		
19	6099904	MODIFIED CONCRETE CURB (OVER 6 IN. HEIGHT) TYPE S	LF	313		
20	6161005	CONSTRUCTION SIGNS	SF	206		
21	6161025	CHANNELIZER (TRIM-LINE)	EACH	100		
22	6161030	TYPE 3 MOVEABLE BARRICADE	EACH	10		
23	6161099	CHANGEABLE MESSAGE SIGN WITH COMMUNICATION INTERFACE, CONTRACTOR FURNISHED/RETAINED	EACH	2		
24	6181000	MOBILIZATION	LS	1		
25	6274000	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1		
26	7209904	MODULAR BLOCK RETAINING WALL	SF	7321		
27	7269902	CONNECTION TO EXISTING STRUCTURE	EACH	1		
28	73199002A	AREA INLET, SINGLE, OPEN 1 SIDE, UNTRAPPED	EACH	3		
29	73199002B	AREA INLET, SINGLE, OPEN 4 SIDES, UNTRAPPED	EACH	1		

SCHOETTLER ROAD SIDEWALK INFILL						
LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
30	73199002C	5' DIA MANHOLE	EACH	2		
31	73199002D	MSD CURB INLET - UNTRAPPED	EACH	1		
32	73199002E	MSD DOUBLE CURB INLET - UNTRAPPED	EACH	3		
33	7319904	HYDRODYNAMIC SEPARATOR (4')	EACH	1		
34	7269903A	12" CLASS III REINFORCED CONCRETE PIPE	LF	72		
35	7269903B	15" CLASS III REINFORCED CONCRETE PIPE	LF	13		
36	7269903C	18" CLASS III REINFORCED CONCRETE PIPE	LF	103		
37	7269903D	10" POLYVINYL CHLORIDE PIPE	LF	22		
38	8061019	SILT FENCE	LF	1067		
STRIPING						
39	6200020	PLURAL COMPONENT LIQUID PAVEMENT MARKING, LEFT/RIGHT ARROW	EACH	1		
40	6206000D	4 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	2949		
41	6206001D	4 IN. YELLOW CLASS 1 PAVEMENT MARKING PAINT (18-MIL, TYPE P BEADS)	LF	3523		
42	6207001	PAVEMENT MARKING REMOVAL	LF	6472		
43	6207002	PAVEMENT MARKING REMOVAL (SYMBOLS)	EACH	1		
PEDESTRIAN FACILITIES						
44	3040504	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	1101		
45	6081010	CONCRETE CURB RAMP	SY	102.6		
46	6081012	TRUNCATED DOMES	SF	148		
47	6086004	CONCRETE SIDEWALK, 4 IN.	SY	978		
LANDSCAPING						
48	8025006	MULCHING	ACRE	0.3		
49	8031000A	TURF TYPE TALL FESCUE SODDING	SY	238		
50	8041000	TOPSOIL	CY	266		
51	8049907A	LANDSCAPE MULCH	CY	6		
52	8052000A	SEEDING - WARM SEASON GRASSES	ACRE	0.3		
NON-PARTICIPATING						
53	8089901A	OWNER AGREEMENT - PARCEL 3	LS	1		
54	8089901B	OWNER AGREEMENT - PARCEL 4	LS	1		
55	8089901C	OWNER AGREEMENT - PARCEL 6	LS	1		

SCHOETTLER ROAD SIDEWALK INFILL						
LINE NO.	ITEM NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
56	8089901D	OWNER AGREEMENT - PARCEL 7	LS	1		
TOTAL		NUMBERS:				
		WRITTEN:				

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

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

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the commission on route(s) _____
Schoettler Road _____ in _____ St. Louis County, MO _____, project _____ TAP 5410(636) _____,
for construction or improvement of highway as set out in said bid;

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

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

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

Principal

SEAL

By _____
Signature

Surety

SEAL

By _____
Signature of Attorney in Fact

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

EXHIBIT B**LIST OF RESOURCES AND REFERENCES**

Proposed On-Site Superintendent

Proposed Equipment to be Used: (All equipment listed shall be readily available to be used on this project on an as needed basis.)

Type	Make and Model	Age	Quantity	Owned/ Rented
------	----------------	-----	----------	------------------

Attach references for similar work in the last 2 years.

EXHIBIT C

LIST OF PROPOSED SUBCONTRACTORS AND SUPPLIERS

The proprietary names and the suppliers of principal items or systems of materials and equipment proposed for the Work:

Names of the Subcontractors or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work, and the type of work to be performed:

(All remaining work will be done by the Bidder with his own forces.)

EXHIBIT D

CERTIFICATION OF NON-SEGREGATION

By submission of this bid I certify that I do not maintain or provide for my employees any segregated facilities at any of my establishments, and that I do not permit my employees to perform their services at any location, under my control, where segregated facilities are maintained. I certify further that I will not maintain or provide for my employees any segregated facilities at any of my establishments, and that I will not permit my employees to perform their services at any locations, under my control, where segregated facilities are maintained. I agree that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin because of habit, local custom or otherwise. I further agree that I will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that I will retain such certifications in my files, and that I will forward this notice to such proposed Contractors.

SIGNED:

Contractor: _____

By: _____

Date: _____

EXHIBIT E

ANTI-COLLUSION AFFIDAVIT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that

he is _____ (sole owner, partner, president, secretary, etc.)

of _____, the party making the foregoing bid; that such bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that any one shall refrain from bidding; that said bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the bid price of said bidder or of any other bidder, or to fix any overhead, profit or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and, further, that said bidder has not, directly or indirectly, submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said bidder in his general business.

SIGNED: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20 _____

Seal of Notary

Notary Public _____

In completing this form, the title that is not applicable should be struck out. For example, if the Contractor is a corporation and this form is to be executed by its president, the words "Sole owner, a partner, secretary, etc." should be struck out.

STATE OF MISSOURI)
COUNTY OF) ss

(as required by Section 285.530, Revised Statutes of Missouri)

EMPLOYEE:

FEDERAL WORK AUTHORIZATION PROGRAM:

KNOWINGLY:

A person acts knowingly or with some knowledge,

- (a) with respect to the person's conduct or to attendant circumstances when the person is aware of the nature of the person's conduct or that those circumstances exist; or
- (b) with respect to a result of the person's conduct when the person is aware that the person's conduct is practically certain to cause that result.

UNAUTHORIZED ALIEN:

An alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. 1324a(h)(3).

BEFORE ME, the undersigned authority, personally appeared

who, being duly sworn, states on his oath or affirmation as follows:

1. My name is _____ and I am currently
the President of _____
(hereinafter "Contractor"), whose business address is _____

_____, and I am authorized to make this
Affidavit.

2. I am of sound mind and capable of making this Affidavit, and am personally acquainted with the facts stated herein.

3. Contractor is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the following services contracted between Contractor and the City of Chesterfield.

4. Contractor does not knowingly employ any person who is an unauthorized alien in connection with the contracted services set forth above.

5. Attached hereto is documentation affirming Contractor's enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.

Further, Affiant saith not.

Signature _____

Printed Name (Affiant) _____

Subscribed and sworn to before me on this _____ day of _____, 20____.

Notary Public
State of Missouri

My Commission Expires: _____
Commissioned in _____ County
Commission # _____

INSTRUCTIONS FOR EXECUTING CONTRACT

The Contractor, in executing the Contract, shall follow the following requirements:

The Contractor and the City shall sign the Contract Documents in not less than triplicate.

If the Contractor is a general corporation, the following certificate shall be executed:

I, _____, certify that I am the _____ secretary of the corporation named as Contractor herein above, that _____, who signed the following Contract on behalf of the Contractor was then of said corporation; that said Contract was duly signed for and in behalf of said corporation by Authority of its governing body, and is within the scope of its corporate powers.

If the Contract is signed by the secretary of the corporation, the above certificate shall be executed by some other officer of the corporation under the corporate seal. In lieu of the foregoing certificate, there may be attached to the contract copies of the records of the corporation which will evidence the official character and authority of the officers signing. Said copies shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

If the Contractor is a limited liability Corporation (L.L.C.), the following certificate shall be executed:

I, _____, certify that I am a member of the L.L.C. named as Contractor herein above and that I have the authority under the L.L.C. to enter into this contract and attached is the appropriate portion of the Articles of Incorporation that reflects said authority.

If the Contractor is a partnership, each partner shall sign the Contract. If the Contract is not signed by each partner there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's (signers') authority to sign such a Contract for and in behalf of the partnership.

If the Contractor is an individual, the trade name (if the Contractor is operating under a trade name) shall be indicated in the Contract and Contract shall be signed by such individual. If signed by one other than the Contractor there shall be attached to the Contract a duly authenticated power of attorney evidencing the signer's authority to execute such contract for and in behalf of the Contractor.

The full name and business address of the Contractor shall be inserted and the Contract shall be signed with his official signature. The name of the signing party or parties shall be typewritten or printed under all signatures to the Contract.

The Contract shall be deemed as having been awarded when formal notice of award shall have been duly served upon the intended awardee (i.e., the bidder with whom the Owner contemplates entering into a Contract) by some officer or agent of the Owner duly authorized to give such notice.

CITY-CONTRACTOR AGREEMENT

THIS CONTRACTOR CONTRACT (the "Contract"), made this _____ day of _____, 20____ by and between the CITY OF CHESTERFIELD, MISSOURI, a City of the third class and political subdivision of the State of Missouri, with an address of 690 Chesterfield Parkway West, Chesterfield, Missouri 63017 (the "City"), and _____, a _____, with an address of _____ ("Contractor").

City and Contractor are each referred to as a "Party" and are collectively referred to as the "Parties".

WHEREAS, the City has sought bids for certain services as described in the bid packet for Schoettler Road Sidewalk, 2023-PW-05;

WHEREAS, the City opened the bids received on Tuesday, October 27, 2026 and reviewed the bids for Schoettler Road Sidewalk, 2023-PW-05; and,

WHEREAS, following a careful review of the bids received, City has selected Contractor to perform the construction services as set forth herein.

WITNESSETH, that the Parties, for the considerations hereinafter set forth, agree as follows:

ARTICLE I – THE CONTRACT DOCUMENTS

The Contract Documents consist of the Bid, Instructions to Bidders, General Conditions, Special Provisions, State Wage Determination, Anti-Collusion Affidavit, Certification of Non-Segregation, Performance and Payment Bonds, Specifications, Drawings, Construction Schedule, all Addenda, all Modifications issued after execution of this Contract, and this Contract which together form the Agreement, and are all as fully a part of the Agreement as if attached hereto and/or repeated herein. All definitions set forth in the General Conditions are applicable to this Agreement.

ARTICLE II – PERFORMANCE OF THE WORK

The Contractor, acting as an independent contractor, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable City ordinances, and state and federal laws. Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the

performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III – PREVAILING WAGES

All labor utilized in the performance of the Agreement shall be paid a wage of no less than the prevailing hourly rate of wages for work in this locality as established by the State of Missouri Department of Labor and Industrial Relations and the Federal Employment Standards of the Department of Labor. Contractor hereby acknowledges that Contractor knows the prevailing hourly rate of wages applicable to this Agreement. In accordance with Section 290.250 of the Revised Statutes of the State of Missouri, Contractor shall forfeit to the City one hundred dollars (\$100.00) for each worker employed, for each calendar day, or portion thereof, such worker is paid less than the stipulated rates for any work done under this contract by the Contractor or any subcontractor under the Contractor.

ARTICLE IV - FEES AND PAYMENTS

The City agrees to pay Contractor, as full compensation for the complete and satisfactory performance of this Contract and all expenses and costs related thereto, the Contract Sum of, not to exceed, _____

_____ dollars (\$_____).
Based upon Applications for Payment submitted by the Contractor on or before the first day of the month, in accordance with the General Conditions and the rates and/or amounts stated in the bid of the Contractor dated _____ which is by reference made a part hereof, the City shall pay the Contractor for the performance of the work as follows:

- (1) Ninety-five percent (95%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work through the period ending up to the last day of the preceding month, less the aggregate of all previous progress payments;
- (2) Upon substantial completion of the Work, a sum sufficient to increase the total payments to ninety-five percent (95%) of the Contract Sum; and
- (3) Final payment within 60 days after the Work is fully completed and accepted by the City and the Contract fully performed.

ARTICLE V. - MANNER AND TIME OF COMPLETION

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Agreement shall commence within ten (10) days of the date of the written notice to proceed from the City to the Contractor and shall be

completed within 120 consecutive calendar days from and including the date of said written notice to proceed.

(b) The Contractor shall prepare and submit for the City's approval a Construction Schedule for the Work in a bar chart format. Said Construction Schedule shall indicate the dates for starting and completing the various stages of construction. Said Construction Schedule shall be submitted to the City within fourteen days after Contractor is awarded the Contract or by the time of the Preconstruction Conference, if one is held.

(c) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract. If the Contractor fails to complete the Work in accordance with the Construction Schedule, unless the delay is excusable under the provision of Article VII hereof, the Contractor shall pay the City as liquidated damages and not as a penalty, the sum of \$1,100 for each calendar day the Contractor fails to comply with the Construction Schedule. The total amount so payable to the City as liquidated damages may be deducted from any sums due or to become due to Contractor from City.

(d) After Commencement of the Work, and until final completion of the Work, the Contractor shall report to the City at such intervals as the City may reasonably direct, the actual progress of the work compared to the Construction Schedule. If the Contractor falls behind the Construction Schedule for any reason he shall promptly take, and cause his Subcontractors to take, such action as is necessary to remedy the delay, and shall submit promptly to the City for approval a supplementary schedule or progress chart demonstrating the manner in which the delay will be remedied. However, if the delay is excusable under Article VII hereof, the Contractor will not be required to take, or cause his Subcontractors to take, any action which would increase the overall cost of the Work (whether through overtime premium pay or otherwise), unless the City shall have agreed in writing to reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VII hereof shall be borne by the Contractor.

(e) After substantial completion of work, and within 60 days thereafter, the City shall receive all project closeout paperwork. If the required paperwork is not received in such time period, the contractor shall pay 10% of the project liquidated damages every calendar day the paperwork is not submitted. Closeout paperwork shall be cause to withhold final payment to contractor.

ARTICLE VI. - DELAYS BEYOND CONTRACTOR'S CONTROL

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule solely as a result of the act or neglect of the City, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, the Contractor shall not be required to pay liquidated damages to the City pursuant to paragraph (b) of Article VI hereof, provided the Contractor takes such action as is necessary to remedy the delay

in the manner specified in paragraph (c) of Article VI hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of Work is so great that it cannot be remedied without incurring additional cost which the City does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the City.

(b) Notwithstanding the foregoing paragraph (a), no extension of time shall be granted for any delay the cause of which occurs more than seven (7) days before claim therefor is made in writing by the Contractor to the City, and no extension of time shall be granted if the Contractor could have avoided the need for such extension by the exercise of reasonable care and foresight. In the case of a continuing cause of delay, only one claim is necessary.

(c) Weather shall not constitute a cause for granting an extension of time.

(d) In the event a delay is caused by the City, the Contractor's sole remedy shall consist of his rights under this Article VII.

ARTICLE VII. - CHANGES IN THE WORK

(a) The City may make changes within the general scope of the Contract by altering, adding to or deducting from the Work, the Contract Sum being adjusted accordingly. All such changes in the Work shall be executed under the conditions of the Contract. No extra work or change shall be made except pursuant to a Change Order from the City in accordance with the General Conditions. Any claim for an increase in the Contract Sum resulting from any such change in the Work shall be made by the Contractor in accordance with the General Conditions.

(b) If the requested change would result in a delay in the Construction Schedule, the provisions of paragraph (c) of Article VI and Article VII hereof shall apply. If the requested change would result in a decrease in the time required to perform the Work, the completion date and the Construction Schedule shall be adjusted by agreement between the parties to reflect such decrease.

(c) Any adjustment in the Contract Sum for duly authorized extra work or change in the Work shall be determined based on the unit prices previously specified, to the extent such unit prices are applicable. To the extent such unit prices are not applicable, the adjustment in the Contract Sum shall, at the option of the City, be determined by an acceptable lump sum properly itemized and supported by sufficient substantiating data to permit evaluation, or by an acceptable cost-plus percentage or fixed fee.

ARTICLE VIII. - TERMINATION BY CITY OR CONTRACTOR

(a) If the Contractor is adjudged to be bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors or prompt payment for material or labor, or disregards laws, ordinances or the instructions of the City, or otherwise breaches any provision of the Contract, the City may, without prejudice to any other right or remedy, terminate the Contract by giving written notice to the Contractor and his surety. Upon such notification the City shall be entitled to take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the City may deem expedient, which may include, but is not limited to, the City itself completing the work or the City hiring others to complete said work. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional engineering, architectural, managerial and administrative expenses, and liquidated damages, such excess shall be paid to the Contractor. If such expenses and damages exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the City promptly upon demand. In the event of termination pursuant to this paragraph, the Contractor, upon the request of the City, shall promptly:

- (i) assign to the City in the manner and to the extent directed by the City all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and
- (ii) make available to the City to the extent directed by the City all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the City by giving three (3) days prior written notice to the Contractor if the City, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to paragraph (a) of this Article IX, the Contract Sum shall be reduced in an equitable manner by agreement between the parties or by arbitration.

ARTICLE IX. - CONTRACTOR'S LIABILITY INSURANCE

Contractor and any subcontractors shall procure and maintain during the life of this Contract insurance of the types and minimum amounts as follows:

1. General Liability: Commercial General Liability (Occurrence)

Each Occurrence	\$1,000,000
Personal & Adv Injury	\$1,000,000

- | | |
|---|-------------|
| General Aggregate (Project) | \$2,000,000 |
| Any one person in a single accident or occurrence | \$532,148 |
2. Automobile Liability: (Any Auto)

Combined Single Limit	\$1,000,000 each accident
Any one person in a single accident or occurrence	\$532,148
 3. Excess/Umbrella Liability \$3,000,000
 4. Worker's Compensation and Employers Liability in full compliance with statutory requirements of Federal and State of Missouri law in the amount of \$600,000 for E.L. each accident, E.L. Disease – each employee, and E.L. Disease – policy limit.

The Comprehensive General Liability policy shall be endorsed to cover the liability assumed by Contractor hereunder. All such insurance to be carried by Contractor hereunder shall be obtained by the Contractor at Contractor's sole cost and expense, and shall name City as additional insured on a primary and non-contributory basis. Nothing herein shall be construed or interpreted as a waiver of the City's sovereign immunity. Copies of the policies required hereunder, or certificates thereof, shall be furnished to City at the time this Contract is sent to the City for execution, and copies of certificates evidencing the renewal of such policies shall be delivered to City within thirty (30) days after the date when such renewal was due. Each of said policies shall provide for not less than thirty (30) days' written notice prior to any cancellation or material adverse amendment of such policy. All such insurance policies shall be issued by an insurer authorized to insure in the State of Missouri and with an A.M. Best rating of A- or better. Contractor expressly waives any and all rights of subrogation, reimbursement, exoneration, or contribution of any other claim which Contractor may now or hereafter have against the City, the City's elected officials, employees, agents, and representatives, arising from the existence or performance of this Contract, until termination of this Contract.

No policy shall be accepted which excludes liability for damage to underground structures or by reason of blasting, explosion or collapse.

ARTICLE X. - INDEMNIFICATION

Contractor and any subcontractors shall indemnify, protect, defend, and hold City, and its officers, employees, elected officials, appointed officials, the Approval Agencies when acting at the direction of the City, and agents, harmless from and against any and all claims, demands, liabilities, and costs, including attorney's fees, arising from (i) any breach or default on the part of Contractor or any subcontractor under this Agreement; (ii) any act of negligence, omission, or willful misconduct of Contractor or any subcontractor; or (iii) damage or injury, actual or claimed, of whatsoever kind or character, to property or persons, occurring or allegedly occurring in the provision of the Services; and Contractor shall defend City in any action or proceeding brought in connection with any of the foregoing. The foregoing indemnity and obligation to defend shall not apply to

claims resulting from the gross negligence or willful misconduct of City. To the extent required by law to enforce this provision, Contractor agrees that this indemnification requires Contractor to obtain insurance in amounts specified herein and that Contractor has had the opportunity to recover the costs of such insurance in the Compensation set forth in this Contract.

In any and all claims against the City or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation described above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE XI. - ALTERNATIVE DISPUTE RESOLUTION

Any controversy, dispute or claim arising out of or relating in any way to this Agreement, the transactions contemplated hereunder, the business relationship of the parties that is the subject of this Agreement, or the termination of that business relationship (in each case, a “**Dispute**”) shall be resolved as follows: the parties shall meet in a good faith attempt to resolve each such Dispute and the parties agree to provide written notice within ten (10) days of actual knowledge and verification of the occurrence or event that caused the Dispute. Any meeting to resolve a Dispute shall be held as soon as practicable, but in no event later than ten (10) days after receipt of notice from the other party of a Dispute, unless the parties otherwise agree in writing. If such meeting does not result in resolution, any party may, by written notice to the other party, require that all parties meet with an independent mediator, who shall be designated by agreement of the parties, to assist the parties in resolving the Dispute. If a mediator cannot be agreed upon within fourteen (14) days of receipt of notice from any party of a Dispute, the aggrieved party shall select three mediators from the United States Arbitration and Mediation mediator list, from which one mediator shall be agreed upon by the other party to mediate the Dispute. The Parties agree to participate in at least four (4) hours of mediation in good faith to settle the Dispute. Any and all fees or costs of such mediation shall be shared equally by the parties unless the parties otherwise agree in writing. Any mediation to resolve a Dispute shall be scheduled as soon as practicable, but in no event later thirty (30) days of receipt of notice from the aggrieved party, unless the parties otherwise agree in writing. If a party files a lawsuit without first going through the alternative dispute resolution procedures set forth herein, the filing party shall pay all of the non-filing party's attorney's fees and costs incurred in defending the lawsuit. If a party fails to timely respond or adhere to any time requirements of this section herein the other party may immediately file suit and shall be entitled to recover their attorney's fees and costs. Anything to the contrary notwithstanding, the City may seek immediate injunctive or declaratory relief when necessary to protect the general health, safety and welfare of the citizens of the City.

ARTICLE XII – COMPLIANCE WITH LAWS

(a) Contractor shall comply with all applicable City ordinances and other laws and regulations, Federal, State, and any political subdivision thereof, including but not limited to, unemployment and workers' compensation, occupational safety, equal employment and affirmative action and wage and price laws insofar as applicable to the performance of the Contract.

(b) Contractor, with regard to the provision of the Services and performance of this Contract, will not discriminate on the ground of race, color, religion, sex, national origin or disability in the selection and retention of subcontractors. Contractor will comply with Title VI of the Civil Rights Act of 1964, as amended. In all solicitations either by competitive bidding or negotiations made by the Contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified of the Contractor's obligations under this Contract and the regulations relative to nondiscrimination on the ground of color, race, religion, sex, national origin or disability.

(c) Contractor will take action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, national origin or disability. Such action shall include, but not be limited to the following: 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. Contractor agrees to post notices in conspicuous places available to employees and applicants for employment.

(d) Contractor will, in all solicitation, or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or disability.

(e) Contractor will comply with all provisions of State and Federal laws and regulations governing the regulations of Equal Employment Opportunity and Non-Discrimination.

ARTICLE XIII – ACCOUNTING

During the period of this Contract, Contractor shall maintain books of accounts of its expenses and charges in connection with this Contract in accordance with generally accepted accounting principles and practices. The City shall at reasonable times have access to these books and accounts to the extent required to verify all invoices submitted hereunder by the Contractor.

ARTICLE XIV – NO THIRD-PARTY BENEFICIARIES

The provisions of this Contract are for the benefit of Contractor or City, and no

other individual, partnership, corporation, organization, or entity shall have any right or claim against Contractor or City by reason of this Agreement or be entitled to benefit therefrom or to enforce any of the provisions thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

THIS CONTRACT CONTAINS A BINDING ALTERNATIVE DISPUTE RESOLUTION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

CITY OF CHESTERFIELD

ATTEST:

(SEAL)

By: _____
Michael O. Geisel, City Administrator

Vickie J. McGownd, City Clerk

CONTRACTOR

ATTEST:

By: _____
Printed Name:

Printed Name:

Title: _____

Title: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

PRODUCER Insurance Agent/Broker & Contact Information	THIS CERTIFICATION IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Insured Party & Contract Information	INSURER A: Insurance Company A	XXXXX
	INSURER B: Insurance Company B (if applicable)	XXXXX
	INSURER C: etc.	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☒ OCCUR _____ GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC	Policy #			EACH OCCURRENCE	\$ 1,000,000
		PERSONAL & ADV INJURY				\$ 1,000,000	
		GENERAL AGGREGATE				\$ 2,000,000	
						\$	
						\$	
A		AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS _____	Policy #			COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
		BODILY INJURY (Per person)				\$	
		BODILY INJURY (Per accident)				\$	
		PROPERTY DAMAGE (Per accident)				\$	
		GARAGE LIABILITY ☐ ANY AUTO _____				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
A		EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE _____ DEDUCTIBLE ☒ RETENTION \$	Policy #			EACH OCCURRENCE	\$ 3,000,000
		AGGREGATE				\$	
						\$	
						\$	
						\$	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	Policy #			☒ WC STATU-TORY LIMITS ☐ OTH-ER	
		E.L. EACH ACCIDENT				\$ 600,000	
		E.L. DISEASE - EA EMPLOYEE				\$ 600,000	
		E.L. DISEASE - POLICY LIMIT				\$ 600,000	
		OTHER _____					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

RE: Project:

City of Chesterfield, its officers, officials, employees and agents are added as additional insureds for general liability, automobile liability and umbrella liability policies. Coverage under such policies shall be primary and non-contributory coverage with the Additional Insured's coverage being excess and shall include Completed Operations coverage. Coverage for any one person in a single accident or occurrence shall be at least \$532,148.

CERTIFICATE HOLDER

City of Chesterfield
690 Chesterfield Pky W
Chesterfield, MO 63017
Fax (636) 537-4798

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

SAMPLE

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,

_____ hereinafter referred to as "Contractor"

and _____ a Corporation organized under the laws of the

State of _____ and currently authorized to transact business in the State of Missouri, as Surety, are held and firmly bound unto the City of Chesterfield,

hereinafter referred to as "City" in the penal sum of _____

_____ DOLLARS (\$ _____), lawful money of the United States of America for the payment of which sum, well and truly to be made, we bind ourselves and our heirs, executors, administrators, successors, and assigns, jointly and severally by these presents.

WHEREAS, the Contractor has on the _____ day of _____, 20____, entered into a written contract with the City for furnishing all materials, equipment, tools, superintendence, labor, and other facilities and accessories, for the construction of certain improvements and designated, defined and described in the said Contract and the Conditions thereof, and in accordance with the specifications and plans therefore; a copy of said Contract being attached hereto and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the Contractor shall faithfully perform the Contract on its part, and satisfy all claims and demands incurred by the Contractor in the performance of the Contract, and shall fully indemnify and save harmless the City from all cost and damages which the City may suffer by reason of the failure of the Contractor to do so, which shall include a reasonable attorney's fee, and shall fully reimburse and repay to the City all costs, damages, and expenses which the City may incur in making good any default by the Contractor, including but not limited to any default based upon the failure of the Contractor to fulfill its obligation to furnish maintenance, repairs or replacements for any period of time after the work is completed as provided for in the Contract and shall defend, indemnify and hold harmless the City and its agents against loss or expense from bodily injury, including death, or damage or destruction of property, including loss of use resulting therefrom, arising out of or resulting from the performance of the work, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that, in consideration of its acceptance by the City as a satisfactory surety hereof, the Surety hereby waives notice of any alteration or extension of time made by the City and whenever Contractor shall be, and declared by City to be, in default or with cause to terminate under the Contract, the Surety may promptly remedy the default, or shall promptly:

- 1) Complete the Contract in accordance with its terms and conditions, or
- 2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the City elects, upon determination by the City and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price", as used in this paragraph, shall mean the total amount payable by City to Contractor under the Contract and any amendments thereto, less the amount property paid by City to Contractor.

If Surety within 30 days fails to comply with 1 or 2 above to the satisfaction of City, City may take action against Surety, without any further notice, under the terms of the Contract. This bond shall be deemed a continuing obligation and success of recoveries may be had hereunder from time to time as the City or any of them become entitled thereto in accordance with the terms thereof.

FURTHER, the City may sue on this bond in accordance with the provisions of Sections 290 and 522.30 RSMo, and any amendments thereto.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at

_____ on this the _____ day of _____, 20____.

SURETY COMPANY

CONTRACTOR

By: _____(SEAL)

By: _____(SEAL)

By: _____(SEAL)
Attorney-in-fact

By: _____(SEAL)
State Representative

(Accompany this bond with Attorney-in-fact's authority from the Surety Company certified to include the date of the bond and a copy of the Surety Company's authority to do insurance business from the State of Missouri certified to include the date of the bond)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned,
_____ hereinafter referred to as "Contractor"
and _____ a Corporation organized under the laws of the
State of _____ and currently authorized to transact business in the
State of Missouri, as Surety, are held and firmly bound unto the City of Chesterfield,
hereinafter referred to as "City" in the penal sum of _____
_____ DOLLARS (\$ _____),
lawful money of the United States of America for the payment of which sum, well and truly
to be made, we bind ourselves and our heirs, executors, administrators, successors, and
assigns, jointly and severally by these presents.

WHEREAS, the City requires the Contractor enter into a surety bond satisfying the
terms of Section 107.170 RSMo, and

WHEREAS, the Contractor has on the _____ day of _____,
20____, entered into a written contract with the City for furnishing all materials,
equipment, tools, superintendence, labor, and other facilities and accessories, for the
construction of certain improvements and designated, defined and described in the said
Contract and the Conditions thereof, and in accordance with the specifications and plans
therefore; a copy of said Contract being attached hereto and made a part hereof.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if
the Contractor shall promptly make payment to all persons supplying labor, material or
equipment for use in the prosecution of the work required by the Contract whether by
subcontract or otherwise, and shall pay all valid claims and demands whatsoever, then
this obligation shall be null and void; otherwise, it shall remain in full force and effect.

PROVIDED FURTHER, that the condition of this obligation is such that the
Contractor shall faithfully pay the prevailing wages under Section 290 RSMo and if said
Contractor fails to pay the prevailing hourly rate of wages as set out in the contract, to
any workman engaged in the construction of the improvements as designated, defined
and described in the said contract, specifications and conditions thereof, the Surety will
pay the deficiency and any penalty provided for by law, to include but not limited to the
penalty under Section 290.250 RSMo which the Contractor incurs by reason of his, their,
or its act or omission, in any amount not exceeding the amount of this obligation together
with interest as provided by law; and shall fully reimburse and repay to the City all costs,
damages and expenses which the City may incur because of the failure of the Contractor
to pay the wages called for under the law.

PROVIDED FURTHER, that if the said Contractor fails to duly pay for any labor,
materials, sustenance, provisions, provender, gasoline, lubricating oils, fuel oils, greases,
coal repairs, equipment and tools consumed or used in said work, groceries and

foodstuffs, and all insurance premiums, compensation liability, and any other obligation under the contract, or any other supplies or materials used or consumed by such Contractor or his, their, or its subcontractors in performance of the work contracted to be done, then the Surety will pay the same in any amount not exceeding the amount of this Obligation, together with interest as provided by law.

FURTHER, the City may sue on this bond, and any person furnishing material or performing labor, either as an individual or as a subcontractor shall have the right to sue on the bond in the name of the City for his use and benefit, all in accordance with the provisions of Sections 290 and 522.30 RSMo, and any amendments thereto.

PROVIDED FURTHER, that the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract, or the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond and it does hereby waive notice of any change, extension of time, alteration, or addition to the terms of the contract, or to the work, or to the specifications.

IN TESTIMONY WHEREOF, the said Contractor has hereunto set his hand, and the said Surety has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its attorney-in-fact duly authorized thereunto so to do, at

_____ on this the _____ day of _____, 20_____.

SURETY COMPANY

CONTRACTOR

By: _____(SEAL)

By: _____(SEAL)

By: _____(SEAL)
Attorney-in-fact

By: _____(SEAL)
State Representative

(Accompany this bond with Attorney-in-fact's authority from the Surety Company certified to include the date of the bond and a copy of the Surety Company's authority to do insurance business from the State of Missouri certified to include the date of the bond)

GENERAL CONDITIONS

ARTICLE I CONTRACT DOCUMENTS

1.1 DEFINITIONS

1.1.1 The Contract Documents. The Contract Documents consist of the Bid, Instructions to Bidders, City-Contractor Agreement, General Conditions, Job Special Provisions, State Wage Determination, Anti-Collusion Affidavit, Certification of Non-Segregation, Federal Work Authorization program Affidavit, Performance and Payment Bonds, Drawings, Specifications, Construction Schedule, all Addenda and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, or (2) an executed Change Order.

1.1.2 The Contract. The Contract Documents form the Contract. The Contract represents the entire and integrated agreement between the parties hereto and supersedes all prior negotiations, representations or agreements, both written and oral, including the bidding documents. The Contract may be amended or modified only by a Modification as defined in Subparagraph 1.1.1.

1.1.3 The Work. The term Work includes all labor necessary to complete the construction required by the Contract Documents, and all materials and equipment incorporated or to be incorporated in such construction.

1.1.4 The Project. The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part.

1.1.5 Notice to Proceed. The written notice from the City notifying the Contractor of the date on or before which he is to begin prosecution of the work.

1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS

1.2.1 The Contract Documents shall be signed in not less than triplicate by the City and Contractor.

1.2.2 The Contractor represents that he has visited the site, familiarized himself with the local conditions under which the Work is to be performed, and correlated his observations with the requirements of the Contract Documents.

1.2.3 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in General Condition Article 3, Subparagraph 3.3 necessary for execution and completion of the Work. Words

which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.3 COPIES FURNISHED AND OWNERSHIP

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of five (5) copies, free of charge, of the Drawings and Specifications for the execution of the work.

1.3.2 All Drawings, Specifications and copies thereof furnished by the City are and shall at all times remain property of the City. Such documents shall not be used on any other project and, with the exception of one set, shall be returned to the City upon completion of the work.

ARTICLE 2 CITY

2.1 DEFINITION

2.1.1 The City is the person or organization identified as such in the City-Contractor Agreement. The term City means the City or its authorized representative.

2.2 CITY'S RIGHT TO STOP THE WORK

2.2.1 If the Contractor fails to correct defective Work or fails to supply materials or equipment in accordance with the Contract Documents, the City may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

2.3 CITY'S RIGHT TO CARRY OUT THE WORK

2.3.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, or fails to perform any provision of the Contract, the City may, after seven (7) days written notice to the Contractor and without prejudice to any other remedy it may have, make good such deficiencies. In such case an appropriate Change Order shall be issued deducting from the payments then or hereafter due the Contractor the cost of correcting such deficiencies. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the City promptly upon request.

ARTICLE 3 CONTRACTOR

3.1 DEFINITION

3.1.1 The Contractor is the person or organization identified as such in the City-Contractor Agreement and is referred to throughout the Contract Documents as if singular

in number and masculine in gender. The term Contractor means the Contractor or his authorized representative.

3.2 SUPERVISION AND CONSTRUCTION PROCEDURES

3.2.1 The Contractor shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work.

3.3 LABOR AND MATERIALS

3.3.1 Unless otherwise specifically noted, the Contractor shall provide and pay for all labor, materials, equipment, supplies, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for the proper execution and completion of the Work.

3.3.2 The Contractor shall at all times enforce strict discipline and good order among his employees and shall not employ on the Work any unfit person or anyone not skilled in the task assigned to him. If the City reasonably objects to any person employed by the Contractor, or any subcontractor, the employee shall be immediately dismissed.

3.3.3 The Contractor and each subcontractor shall comply with, and is bound by, the provisions of Missouri law pertaining to the payment of wages on public works projects contained in Sections 290.210 through 290.580 RSMo, (1993), and any amendments thereto, including, but not limited to the following:

1. In accordance with Section 290.250 RSMo, not less than the prevailing hourly rate of wages, as set out in the wage order attached to and made part of the specifications for work under the contract, must be paid to all workers performing work under the contract.
2. In accordance with Section 290.250 RSMo, the Contractor shall forfeit as a penalty to the City one hundred dollars (\$100.00) for each worker employed for each calendar day, or portion thereof, if such worker is paid less than the said stipulated rates for any Work done under the Contract, by him or by any Subcontractor under him.
3. In accordance with Section 290.265 RSMo, the Contractor and each subcontractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workmen employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workmen shall be employed at the work.
4. In accordance with Section 290.290 Subsection 1 RSMo, the Contractor and each subcontractor shall keep full and accurate records clearly

indicating the names, occupations, crafts, number of hours worked by, and actual wages paid every work employed by them in connection with this project. Such records shall not be destroyed or removed from the State for the period of one year after construction. Certified weekly payroll reports from the Contractor and each subcontractor shall be submitted with monthly applications for payment.

5. In accordance with Section 290.290 Subsection 2 RSMo, before final payment is made affidavits from the Contractor and each subcontractor stating that he has fully complied with the prevailing wage law must be filed by the Contractor. Final payment shall not be made unless and until all affidavits are filed in proper form and order.
6. In accordance with Section 290.290 Subsections 3 and 4 RSMo, each Contractor and Subcontractor on projects for which the contract awarded is in an amount greater than two hundred fifty thousand dollars shall have its name, acceptable abbreviation or recognizable logo and the name of the city and state of the mailing address of the principal office of the company, on each motor vehicle and motorized self-propelled piece of equipment which is used on such project. In cases where affixing a sign is impractical, the Contractor may place a temporary stationary sign at the main entrance of the construction site, so long as such sign is not in violation of any local, state or federal statute, rule or regulation.

3.3.4 The Contractor shall execute and complete the Work in such a manner that avoids jurisdictional and other disputes among labor unions.

3.4 WARRANTY

3.4.1 The Contractor warrants to the City that all materials and equipment furnished under the Contract and incorporated in the Work will be new unless otherwise specified, and that all Work will be of good quality, free from faults and defects and in conformance with the Contract Documents. All Work not so conforming to these standards shall be considered defective. If required by the City, the Contractor shall furnish satisfactory evidence as to the kind and quality of all materials and equipment.

~~3.4.2 The Contractor hereby expressly guarantees the aforesaid work as to workmanship and quality of materials used in connection therewith for a term of one (1) year, commencing on the date of final acceptance by the City, and binds himself, his successors, or assigns, to make all replacements which may become necessary within the time due to nonconformity with the specifications. Whenever notified by the Owner that said replacements are required, the Contractor shall at once make the same as directed and at his own expense. If the Contractor does not proceed with such replacements within ten (10) days of receipt of written notice, then the Owner shall have the power to cause the same to be made and to charge the cost thereof to the Contractor as stated herein. Nothing in this section is intended as a maintenance guarantee.~~

~~3.4.3 The City shall retain the Performance Bond for the one year guarantee period. Failure of the Contractor to comply with the guarantee will constitute sufficient reason to use the Performance Bond to correct such work.~~

3.5 TAXES

3.5.1 The Contractor shall pay all sales, consumer, use and other similar taxes required by law, resulting from the execution and completion of the Work.

3.5.2 The City shall supply the Contractor with a Missouri Project Exemption Certificate. The certificate authorizes the Contractor and any subcontractors to purchase, without sales tax, tangible personal property to be incorporated or consumed in the construction of the project pursuant to Section 144.062 RSMo.

3.6 PERMITS, FEES AND NOTICES

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

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

3.7 SUPERINTENDENT

3.7.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during the progress of the Work. The superintendent shall be satisfactory to the City and shall not be changed except with the consent of the City. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

3.8 RESPONSIBILITY FOR THOSE PERFORMING THE WORK

3.8.1 The Contractor shall be responsible to the City for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under a contract with the Contractor.

3.8.2 The Contractor shall furnish to the City a name, a cellular phone number, and an e-mail address of a responsible agent or employee who will handle complaints or

concerns from private citizens for damage to persons, property, or vehicles, as a result of the general contractor's work, subcontractor operations, traffic control measures, or delivery and storage of materials. The responsible agent or employee shall respond to citizens in a timely manner and shall work to resolve all complaints and concerns in a fair and reasonable manner. Communications with citizens may be conducted by the agent or employee by telephone, in person or via e-mail. E-mail communication with citizens shall be copied to the City project manager. A weekly summary of in person and telephonic communications conducted by the agent or employee shall also be provided to the City project manager by e-mail. All citizen complaints and concerns shall be resolved to the satisfaction of the City prior to release of project retainage.

3.9 DRAWINGS AND SPECIFICATIONS AT THE SITE

3.9.1 The Contractor shall maintain at the site for the City one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction.

3.9.2 The Drawings, marked to record all changes made during construction, shall be delivered to the City upon completion of the work.

3.10 CLEANING UP

3.10.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. After completion of the Work the Contractor shall remove all waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials, and leave the Work area "broom clean" or its equivalent, except as otherwise specified.

3.11 CASH ALLOWANCES

3.11.1 The Contractor acknowledges and agrees that the Contract Sum includes all cash allowances specified in the Contract Documents.

3.12 AUTHORIZED EMPLOYEES

3.12.1 Contractor acknowledges that Section 285.530, RSMo, prohibits any business entity or employer from knowingly employing, hiring for employment, or continuing to employ an unauthorized alien to perform work within the state of Missouri. Contractor therefore covenants that it is not knowingly in violation of subsection 1 of Section 285.530, RSMo, and that it will not knowingly employ, hire for employment, or continue to employ any unauthorized aliens to perform work on the project, and that its employees are lawfully eligible to work in the United States.

3.13 SAFETY TRAINING

- 3.13.1 Contractor shall provide a ten (10) hour Occupational Safety and Health Administration (OSHA) construction safety program for all employees who will be on-site at the project. The construction safety program shall include a course in construction safety and health that is approved by OSHA or a similar program approved by the Missouri Department of Labor and Industrial Relations which is at least as stringent as an approved OSHA program as required by Section 292.675, RSMo.
- 3.13.2 Contractor shall require its on-site employees to complete a construction safety program within sixty (60) days after the contract Notice To Proceed date.
- 3.13.3 Contractor acknowledges and agrees that any of Contractor's employees found on the project site without documentation of the successful completion of a construction safety program shall be required to produce such documentation within twenty (20) days, or will be subject to removal from the project.
- 3.13.4 Contractor shall require all of its Subcontractors to comply with the requirements of this Section and Section 292.675, RSMo.

3.14 NOTICE OF PENALTIES FOR FAILURE TO PROVIDE SAFETY TRAINING

- 3.14.1 Pursuant to Section 292.675, RSMo, Contractor shall forfeit to City as a penalty two thousand five hundred dollars (\$2,500.00), plus one hundred dollars (\$100.00) for each on-site employee employed by Contractor or its Subcontractor, for each calendar day, or portion thereof, such on-site employee is employed without the construction safety training required in Section 3.14 above.
- 3.14.2 The penalty described in Subsection 3.15.1 of this Section shall not begin to accrue until the time periods described in Section 3.14.2 and Section 3.14.3 above have elapsed.
- 3.14.3 Violations of Section 3.13 above and imposition of the penalty described in this Section shall be investigated and determined by the Missouri Department of Labor and Industrial Relations.

ARTICLE 4 SUBCONTRACTORS

4.1 DEFINITION

- 4.1.1 A Subcontractor is a person or organization who has a direct contract with the Contractor to perform any of the Work. The term Subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Subcontractor or his authorized representative.

4.1.2 A Sub-subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the work. The term Sub-subcontractor is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Sub-subcontractor or an authorized representative thereof.

4.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the City and any Subcontractor or Sub-subcontractor.

4.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK

4.2.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor, shall indicate on his Bid, for acceptance by the City, a list of the names of the Subcontractors proposed for the principal portions of the Work. The City shall notify the Contractor in writing prior to execution of the Agreement if the City objects to any Subcontractor on such list. Failure of the City to make objection promptly to any Subcontractor on the list shall constitute acceptance of such Subcontractor.

4.2.2 The Contractor shall not contract with any Subcontractor or any person or organization (including those who are to furnish materials or equipment fabricated to a special design) proposed for portions of the Work designated in the Contract Documents or in the Instructions to Bidders or, if none is so designated, with any Subcontractor proposed for the principal portions of the Work, who has been rejected by the City.

4.2.3 If the City refuses to accept any Subcontractor or person or organization on a list submitted by the Contractor in response to the requirements of the Contract Documents, the Contractor shall submit an acceptable substitute.

4.2.4 If the City requires a change of any proposed Subcontractor or person or organization previously accepted by the City, the Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued.

4.2.5 The Contractor shall not make any substitution for any Subcontractor or person or organization who has been accepted by City, unless the substitution is acceptable to City.

4.2.6 Sub-subcontractors shall not be used.

4.3 SUBCONTRACTUAL RELATIONS

4.3.1 All work performed for the Contractor by a Subcontractor shall be pursuant to an appropriate agreement between the Contractor and Subcontractor which shall contain provisions that:

1. require the Work to be performed in accordance with the requirements of the Contract Documents;
2. require submission to the Contractor of applications for payment under each subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article 7 hereof;
3. require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the City;
4. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in General Condition Article 9, Paragraph 9.2, except such rights as they may have to the proceeds of such insurance held by the City as trustee under said Paragraph 9.2;
5. obligate each Subcontractor specifically to consent to the provisions of this Paragraph 4.3; and
6. require the Subcontractor to indemnify and hold harmless the city against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by Subcontractor, and its agents and employees, unless such claims, damages or losses are caused solely by the negligent act of the City.

4.4 PAYMENTS TO SUBCONTRACTORS

4.4.1 The Contractor shall pay each Subcontractor upon receipt of payment from the City, an amount equal to the percentage of completion allowed to the Contractor on account of such Subcontractor's Work, less the percentage retained from payments to the Contractor.

4.4.2 If the City withholds payment to the Contractor for any cause which is the fault of the Contractor and not the fault of a particular Subcontractor, the Contractor shall pay that Subcontractor on demand for its Work to the extent completed.

4.4.3 The City shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor or Sub-subcontractor.

ARTICLE 5 SEPARATE CONTRACTS

5.1 CITY'S RIGHT TO AWARD SEPARATE CONTRACTS

5.1.1 The City reserves the right to award other contracts on other terms and conditions in connection with other portions of the Project.

5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS

5.2.1 The Contractor shall afford other contractors reasonable opportunity for the delivery and storage of their materials and equipment and the execution of their work, and shall properly connect and coordinate the Work with theirs.

5.2.2 If any part of the Work depends for proper execution or results upon the work of any other separate contractor, the Contractor shall inspect and promptly report to the City any apparent discrepancies or defects in such work that render it unsuitable for proper execution of the Work. Failure of the Contractor to so inspect and report shall constitute an acceptance of the other contractor's work as fit and proper to receive the Work, except as to defects which may develop in the other contractor's work after the execution of the Contractor's Work that could not have been discovered by the Contractor upon reasonable inspection.

5.2.3 If the Contractor causes damage to the work or property of any other contractor on the Project, and such separate contractor sues the City or initiates an arbitration proceeding on account of any damage alleged to have been so sustained, the City shall notify the Contractor who shall defend such proceedings at his own expense, and if any judgment or award against the City arises therefrom the Contractor shall pay or satisfy it and shall reimburse the City for all attorneys' fees and court arbitration costs which the City has incurred.

5.3 CITY'S RIGHT TO CLEAN UP

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by General Condition Article 3, Paragraph 3.10, the City may clean up and charge the costs thereof to the several contractors.

ARTICLE 6 TIME

6.1 DEFINITIONS

6.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work.

6.1.2 The date of commencement of the Work is the date established in the written Notice to Proceed from the City to the Contractor.

6.1.3 The Date of Substantial Completion of the Work is the date when construction is sufficiently complete, in accordance with the Contract Documents, so the City may occupy the Work for the use for which it is intended.

6.1.4 The term day as used in the Contract Documents shall mean calendar day.

6.2 PROGRESS AND COMPLETION

6.2.1 The Contractor shall begin the Work on the date of commencement provided in the City-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule. Time limits stated in the contract documents are of the essence of the Contract.

ARTICLE 7 PAYMENTS AND COMPLETION

7.1 CONTRACT SUM

7.1.1 The Contract Sum is stated in the City-Contractor Agreement and is the total amount payable by the City to the Contractor for the performance of the Work.

7.2 APPLICATION FOR PAYMENT

7.2.1 Before the first day of each month, upon substantial completion of the Work, and upon final completion of the Work, the Contractor shall submit to the City an itemized Application for Payment pursuant to the City-Contractor Agreement on the Application for Payment as provided by the City supported by such data substantiating the Contractor's right to payment as the City may require.

7.2.2 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of bills of sale, waiver of liens, (including partial lien waivers) or such other documents satisfactory to the City to establish the City's title to such materials or equipment or to otherwise protect the City's interest.

7.2.3 The Contractor warrants and guarantees that title to all Work, materials and equipment covered by an Application for Payment, whether incorporated into the Work or not, will pass to the City upon the receipt of such payment by the Contractor, free and clear of all liens, claims, security interests or encumbrances (hereinafter referred to as "liens").

7.3 PAYMENT

7.3.1 If the Contractor has made Application for Payment as above, the City will, in accordance with the City-Contractor Agreement, make payment to the Contractor for such amount as it determines to be properly due pursuant to the Contractor's Application for Payment, or state in writing the City's reasons for withholding all or any portion or such payment.

7.3.2 No progress payment, nor any partial or entire use or occupancy of the Work by the City, shall constitute an acceptance of any Work not completed in accordance with the Contract Documents.

7.3.3 Payment provisions for Method of Measurement and Basis of Payment in the Standard Specifications shall apply to this Contract, unless otherwise stated herein.

7.4 SUBSTANTIAL COMPLETION AND FINAL PAYMENT

7.4.1 When the Contractor determines that the Work is substantially complete, the Contractor shall prepare and deliver to the City an Application for Payment along with a list of items to be completed or corrected. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. If the City, on the basis of an inspection, determines that the Work is substantially complete, the City shall make payment to the Contractor of the amount required to be paid upon substantial completion pursuant to the City-Contractor Agreement.

7.4.2 Upon receipt of written notice from the Contractor that the Work is fully completed and ready for final inspection and acceptance, and upon receipt of a final Application for Payment, the City will promptly make such inspection and, when the City finds the Work acceptable under the Contract Documents and the Contract fully performed, the City will make final payment to the Contractor in accordance with the City-Contractor Agreement.

7.4.3 The final payment shall not become due until the Contractor submits to the City

- (1) Final Change Order (as needed)
- (2) An Affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the City or its property might in any way be responsible, have been paid or otherwise satisfied
- (3) Affidavits stating the Contractor and each Subcontractor has fully complied with the provisions and requirements of the Prevailing Wage Law, Sections 290.210 through 290.580 RSMo,
- (4) Lien waivers from the Contractor and each Subcontractor, and
- (5) If required by the City, other data establishing payment or satisfaction of all such obligations, such as receipts and releases arising out of the Contract, to the extent and in such form as may be designated by the City. If any Subcontractor refuses to furnish a release or waiver required by the City, the Contractor may furnish a bond satisfactory to the City indemnifying the City against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the City all moneys that the City may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

7.4.4 The acceptance of final payment shall constitute a waiver of all claims by the Contractor, except those previously made in writing and still unsettled.

ARTICLE 8 PROTECTION OF PERSONS AND PROPERTY

8.1 SAFETY PRECAUTIONS AND PROGRAMS

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

8.2 SAFETY OF PERSONS AND PROPERTY

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

1. all employees on the Work and all other persons who may be affected thereby;
2. all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors or Sub-subcontractors; and
3. other property at the site or adjacent thereto, including, but not limited to, trees, shrubs, lawns, walks, pavements, roadways, sprinkler systems, mailboxes, structures, utilities, and utility service lines and appurtenances, not designated for removal, relocation or replacement in the course of construction.
4. the Contractor will be allowed to trim trees, as necessary, within the right-of-way to prevent damage by Contractor's equipment.
5. any sprinkler system conflicting with, or damaged by the Contractors work, shall be relocated, repaired, replaced or reconstructed in kind as is necessary, to a fully operational condition at the Contractors expense.

8.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying City and users of adjacent utilities. Vehicular and pedestrian traffic control devices shall be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

8.2.3 When the use or storage of explosives or other hazardous materials or equipment is necessary for the execution of the Work, the Contractor shall exercise the utmost care and shall carry on such activities under the supervision of properly qualified personnel.

8.2.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the Contractor.

8.2.5 The Contractor shall designate a responsible member of his organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated in writing by the Contractor to the City.

ARTICLE 9 INSURANCE

9.1 CONTRACTOR'S LIABILITY INSURANCE

9.1.1 The Contractor shall purchase and maintain such insurance required in the City-Contractor Agreement and/or Special Provisions to protect him from claims which may arise out of or result from the Contractor's operations under the Contract, whether such operations be by himself or by any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

9.1.2 The insurance shall be written for not less than any limits of liability specified in the City-Contractor Agreement and/or Special Provisions, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.11 hereof. All limits stated shall be per project.

9.1.3 Any company affording coverage shall meet one of the following criteria: (1) admitted in the State of Missouri with a policyholder's rating of B+ or better and a financial rating of Class VI or higher in Best's Key Rating Guide, most recent edition; (2) non-admitted in the State of Missouri with a policyholder's rating of A or better and a financial rating of Class IX or higher in Best's Key Rating Guide, most recent edition; or (3) organized pursuant to the Missouri Employers Mutual Insurance Act, RSMo 287.900 – 287.920.

9.1.4 Certificate(s) of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. The Certificate(s) shall contain a provision that coverages afforded under the policies will not be canceled until at least 15 days prior written notice has been given to the City. A sample certificate follows the Performance and Payment Bonds in the contract documents.

9.2 PROPERTY INSURANCE

9.2.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the City, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of Fire, Extended Coverage, Vandalism and Malicious Mischief.

9.2.2 The Contractor shall purchase and maintain such steam boiler and machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the City, the Contractor, the Subcontractors and Sub-subcontractors in the Work.

9.2.3 Certificate(s) of Insurance acceptable to the City shall be filed with the City prior to commencement of the Work. The Certificate(s) shall contain a provision that coverages afforded under the policies will not be canceled until at least 15 days prior written notice has been given to the City.

9.2.4 Any loss insured by property insurance maintained by the City shall be adjusted with the City and made payable to the City as trustee for the insured, as their interests may appear, subject to the requirements of any applicable mortgagee clause.

9.2.5 The City and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 9.2 and the Contract Documents, City-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the City as trustee. The Contractor shall require similar waivers by Subcontractors and Sub-subcontractors in accordance with Paragraph 4.3.1 hereof.

ARTICLE 10 CHANGES IN THE WORK

10.1 CHANGE ORDERS

10.1.1 The City, without invalidating the Contract, may order Changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and the Construction Schedule being adjusted in accordance with the City-Contractor Agreement. All such changes in the Work shall be authorized by Change Order, and shall be executed under the applicable conditions of the Contract Documents.

10.1.2 A Change Order is a written order to the Contractor signed by the City, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order.

10.1.3 The cost or credit to the City resulting from a Change in the Work shall be determined in accordance with the City-Contractor Agreement.

10.2 CLAIMS FOR ADDITIONAL COST

10.2.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the City written notice thereof within twenty (20) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the City

and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined by arbitration. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

10.3 MINOR CHANGES IN THE WORK

10.3.1 The City shall have authority to order minor changes in the Work not involving an adjustment in the Contract Sum or the Construction Schedule and not inconsistent with the intent of the Contract Documents. Such changes may be effected by Field Order or by other written order. Such changes shall be binding on the City and the Contractor.

ARTICLE 11 UNCOVERING AND CORRECTION OF WORK

11.1 UNCOVERING OF WORK

11.1.1 If any Work should be covered contrary to the request of the City, it must, if required by the City, be uncovered for his observation and replaced, at the Contractor's expense.

11.1.2 If any Work has been covered which the City has not specifically requested to observe prior to being covered, the City may request to see such Work and it shall be uncovered by the Contractor. If such Work is found to be in accordance with the Contract Documents, the Cost of uncovering and replacement shall, by appropriate Change Order, be charged to the City. If such Work be found not in accordance with the Contract Documents, the Contractor shall pay such costs.

11.2 CORRECTION OF WORK

11.2.1 The Contractor shall promptly correct all Work rejected by the City as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion of the Work, and whether or not fabricated, installed or completed. The Contractor shall bear all cost of correcting such rejected Work.

11.2.2 If, within one year after final acceptance by the City or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any of the Work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the City.

11.2.3 All such defective or non-conforming Work under Paragraphs 11.2.1 and 11.2.2 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the City.

11.2.4 The Contractor shall bear the cost of making good all work of separate contractors destroyed or damaged by such removal or correction.

11.2.5 If the Contractor fails to correct such defective or non-conforming Work, the City may correct it in accordance with Paragraph 2.3 hereof.

11.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK

11.3.1 If the City prefers to accept defective or non-conforming Work, the City may do so instead of requiring its removal and correction, in which case a Change Order will be issued to reflect an appropriate reduction in the Contract sum, or if the amount is determined after final payment, it shall be paid by the Contractor.

ARTICLE 12 MISCELLANEOUS PROVISIONS

12.1 GOVERNING LAW

12.1.1 The Contract shall be governed by the laws of the State of Missouri.

12.2 SUCCESSORS AND ASSIGNS

12.2.1 The City and the Contractor each binds himself, his partners, successors, assigns and legal representatives to the other party hereto and to the partners, successors, assigns and legal representatives of such other party in respect to all covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract without the prior written consent of the other, nor shall the Contractor assign any sums due or to become due to him hereunder, without the prior written consent of the City.

12.3 NOTICES

12.3.1 Any notice to any party pursuant to or in relation to the Contract shall be in writing and shall be deemed to have been duly given when delivered in person to the individual or member of the firm or to an officer of the corporation for whom it was intended, or when deposited in the United States mail, registered or certified with postage prepaid addressed to the last business address known to the party giving the notice.

12.4 RIGHTS AND REMEDIES

12.4.1 The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

12.5 ROYALTIES AND PATENTS

12.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the City. The Contractor shall defend all suits or claims for

infringement of any patent rights and shall indemnify and hold the City harmless from and against any loss on account thereof.

12.6 BONDS

12.6.1 Performance and Payment Bonds

12.6.1.1 The successful Bidder shall furnish a Performance Bond in an amount equivalent to one hundred percent (100%) of the Contract Sum, covering the faithful performance of the Contract, including the warranty period, utilizing the form provided in these documents. The cost of such bond shall be included in the Bid.

12.6.2.2 The successful Bidder shall furnish a Payment Bond in an amount equivalent to one hundred percent (100%) of the Contract Sum covering the faithful payment of all obligations arising thereunder, utilizing the form provided in these documents. The Payment Bond shall meet all the requirements of Section 107.170 of the Revised Statutes of Missouri, as amended. The cost of such bond shall be included in the Bid.

12.6.2 Time of Delivery and Form of Bonds

12.6.2.1 The Bidder shall deliver the required bonds to the City not later than the date of execution of the City-Contractor Agreement, or if the Work is to be commenced prior thereto in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the City that such bonds will be furnished.

12.6.2.2 The issuing Surety for each bond shall be a corporate surety company or companies of recognized standing licensed to do business in the State of Missouri and acceptable to the City of Chesterfield. A rating in the "A" category from Best's or from Standard and Poor's shall constitute recognized standing. The Surety shall attach a certified and current copy of its authority to do insurance business from the State of Missouri.

12.6.2.3 The Bidder shall require the attorney-in-fact who executes the required bond on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

12.7 TESTS

12.7.1 Unless otherwise indicated in these documents, the Contractor shall bear all costs of any inspections, tests, permits or approvals required under any laws, ordinances, rules, regulations or orders of any public authority having jurisdiction.

12.7.2 The City may, at its sole discretion provide special inspection and testing services to verify the work is performed in accordance with the contract. The Contractor will be required to make the work area available and accommodate the City's efforts. If such

special inspection or testing reveals failure of the Work to comply (1) with the requirements of Contract Documents, or (2) with respect to performance of the Work, with laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, the Contractor shall bear the cost of the City's inspection and retesting and such cost shall be deducted from sums then or thereafter due Contractor. In all other cases, the City shall bear such costs.

12.8 CONSTRUCTION STAKING AND LAYOUT

12.8.1 The Contractor shall be responsible for providing labor, equipment and material necessary for construction staking and layout, and cut sheets as required, to the grades, elevations and alignments as established by the City. The City will establish control points and survey ties to structures as deemed necessary for the prosecution of the Work. These controls established by the City shall constitute the field control by and in accordance with which the Contractor shall establish other necessary controls and perform the work.

12.8.2 The Contractor shall be responsible for the preservation of all stakes and marks, and if any of the construction stakes or marks are carelessly or willfully destroyed or disturbed by the Contractor, the cost of replacing them may be charged against him and deducted from the payment for the work.

12.8.3 Unless otherwise specified, this work shall be incidental to the Contract work, with no separate payment to be made. The Contractor shall make his bid accordingly.

12.9 MAINTENANCE OF TRAFFIC

12.9.1 The Contractor's work must be scheduled and accomplished such that local vehicular and pedestrian traffic is maintained during construction. It shall be the Contractor's responsibility to provide a traffic way that is usable in all weather conditions. The Contractor shall construct and maintain in a safe condition temporary pavements and connections for local traffic. Vehicular and pedestrian traffic control devices shall be installed and maintained in accordance with the Manual on Uniform Traffic Control Devices (MUTCD).

12.9.2 Temporary guardrail, or other suitable temporary barriers shall be provided to protect traffic from the work or stored materials. At all times until final acceptance of the work, the Contractor shall provide and maintain such signs, lights, watchmen and barriers as may be necessary to properly protect the work and provide for safe and convenient public travel.

12.10 CONSTRUCTION LIMITS

12.10.1 The construction limits shall be restricted to the extent of the construction limits as shown on the bid drawings. The Contractor shall limit his operations accordingly. The Contractor will be responsible for restoration of any disturbed areas outside of the

construction limits at no cost to the City. The Contractor shall acquire the property owners' permission for any activity outside the designated construction limits and/or easement area. Materials shall generally not be stored on pavement areas that would limit sight distance, driveway access or otherwise cause a hazard to the vehicular and/or pedestrian traffic. Storage areas shall be properly barricaded with lighted barricades to provide advance warning.

12.11 PRECONSTRUCTION CONFERENCE

12.11.1 A preconstruction conference may be held prior to the issuance of a notice to proceed with the work. This meeting will be attended by the Contractor and the City of Chesterfield. Representatives of the various utility companies that have facilities in the project area will be invited. The meeting date will be established after the taking of bids and at a time convenient to all parties.

12.12 SEQUENCE OF WORK

12.12.1 A completed schedule of the Contractor's work shall be submitted to the City for approval. It shall be in bar chart format and contain a listing of the order in which the work will be constructed and the approximate dates for starting and finishing the various stages of constructions. The schedule of work shall be updated monthly, as necessary, to accurately reflect the work completed and yet to be accomplished at that time.

12.12.2 The Contractor shall furnish the City his proposed sequence and schedule for the completion of all work for their review and approval at, or prior to, the time of the preconstruction conference.

12.13 QUANTITIES

12.13.1 The quantities tabulated on the bid form or shown on the drawings are only estimated for bid comparison by the City. No guarantees are made regarding their accuracy. The City reserves the right to modify quantities as necessary.

12.13.2 The City reserves the right to make changes in plan details which may vary the accepted quantities from those shown on the Itemized Bid.

12.13.3 The Contractor shall accept, as payment in full, payment at the original contract unit prices bid for the accepted quantities of work done. No allowance will be made for any increased expense or loss of expected profit suffered by the Contractor resulting directly from expenses derived by handling small quantities of materials or performing operations within restricted areas.

12.14 INSPECTIONS

12.14.1 If another agency is participating in the funding of this project, directly or through another agency, representatives of those agencies shall be granted access to all parts of

the work. For sewer related work, permits are to be obtained and inspections scheduled through the MSD. In addition, the City will provide an inspector to monitor the project.

12.15 ADVANCE NOTICE AND HOURS OF WORK

12.15.1 All work is to be accomplished between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and between 7:30 a.m. and 5:00 p.m. on Saturday. No work shall be performed on Sunday.

12.15.2 The Contractor shall notify the City at least forty-eight (48) hours in advance of any work scheduled to be done on Saturday.

12.16 CONFLICT WITH PERSONNEL

12.16.1 Should a conflict between personnel of the Contractor and the City escalates to the point that it hinders the progress of the work and cannot be settled amicably, the Contractor personnel involved in the conflict shall be removed from the project.

12.16.2 A personnel conflict shall not give cause for the Contractor to terminate this contract nor to pull off employees from active work sites. If the Contractor withdraws crews, the City may, at its sole discretion, consider the contract to be terminated under the provisions of Article IX of the City-Contractor Agreement. If the City so determines, notices shall be given as set forth therein.

12.17 WORKMANSHIP

12.17.1 The Contractor shall at all times employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by these specifications. All workmen shall have sufficient skill and experience to perform properly the work assigned to them.

12.18 REST ROOM FACILITIES

12.18.1 The Contractor shall provide, secure and maintain rest room facilities at each work site. Facilities shall be in place prior to initiating work on a site and shall be maintained for the entire time work is being performed at a site.

12.19 EFFECT OF DELAY FOR PLACEMENT OF SOD

12.19.1 In the event the project is constructed during a time which is not conducive to establishment of sod, the time of construction will be temporarily suspended after completion of all other work until, in the opinion of the Project Manager, conditions permit the Contractor to place sod. In this event, the City will continue to withhold retainage for work completed. The Contractor is responsible for protecting the work area and restoring the area prior to final sod placement.

12.20 UTILITIES

12.20.1 The Contractor is responsible for locating all subsurface utilities and coordination with the utility companies. All excavation operations shall be in compliance with the Underground Facility Safety and Damage Prevention Act, Sections 319.010 – 319.050 RSMo.

12.20.2 The Contractor shall expose all utilities crossing proposed trenches to establish location and depth prior to construction.

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

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

JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

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- V. GEOTECHNICAL REPORT

	City of Chesterfield, MO Schoettler Road Sidewalk Improvements
	Horner & Shifrin, Inc. 401 S. 18 th St. St. Louis, MO 63103 314-531-4321 Certificate of Authority #000159
	St. Louis County, MO Date Prepared: 8/28/2026
Date: 8/28/2026	
Only the following items of the Job Special Provisions are authenticated by this seal: All	

A. GENERAL - FEDERAL JSP-09-02M

1.0 Description. 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.

1.1 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 under "Doing Business with MoDOT", "Contractor Resources". 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.

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2026 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.

B. WORK ZONE TRAFFIC MANAGEMENT PLAN

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

2.0 Traffic Management Schedule.

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

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

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

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

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

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

2.5.2 Traffic Safety.

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

2.5.2.2 When a traffic queue extends to within 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 500 feet (150 m) and no more than 0.5 mile (0.8 km) in advance of the end of the traffic queue on undivided highways.

3.0 Work Hour Restrictions.

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

3.2 Working hours for evenings, weekends and holidays will be in accordance with City code and subject to the City's approval.

4.0 Execution. Access to all side streets must be maintained at all times. The contractor shall be responsible for implementing any traffic control needed to safely conduct work operations. Traffic control measures must comply with MUTCD requirements and meet the approval of the City and MoDOT.

4.1 Traffic Control Plan shall be submitted to the Engineer for review and approval prior to Notice to Proceed.

5.0 Method of Measurement. Measurement for these work items shall be as indicated below:

Construction Signs, shall be measured per square foot.

Channelizers (Trim Line), shall be measured per each.

Type III Movable Barricade, shall be measured per each.

Changeable Message Board Without Communication Interface, Contractor
Furnished/Retained, shall be measured per each.

Temporary Striping, shall be measured per linear foot.

All other necessary traffic control items, will not be measured for payment.

6.0 Basis of Payment. Traffic Control will be paid for as indicated in the Method of Measurement. See Project Plans for summary of quantities. The price bid for these items shall be considered full compensation for furnishing and maintaining all materials, labor, equipment, tools and incidentals associated with the items. All other materials, labor, equipment, tools and incidentals necessary for traffic control, throughout the course of the project, shall be considered incidental to other items. No additional payment will be made for Traffic Control.

6.1 No payment will be made for the relocation, movement, or replacement of any individual construction traffic staging item used for this work. This work requires a shifting construction zone and as such, the Contractor acknowledges that relocation and re-use of items is required.

C. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS/SUBMITTALS

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

Jervis Atagana, P.E.
Horner & Shifrin, Inc.
401 S. 18th St., Ste. 400
St. Louis, MO 63103
Telephone Number (618) 726-0314
Email: jaatagana@hornershifrin.com

D. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

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

*Steve Merk, Senior Civil Engineer
City of Chesterfield
690 Chesterfield Pkwy West*

*Chesterfield, MO 63017
636-537-4754*

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

Missouri Highway Patrol 636-300-2800
City of Chesterfield
Fire: 314-541-0900
Police: 636-537-3000

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

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

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

E. UTILITIES

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>
Spire 4118 Shrewsbury Avenue St. Louis, MO 63103 Contact: Brian Langenbacher Telephone: 314-768-7767	Yes
AT&T 13075 Manchester Road, 3rd Floor Des Peres, MO 63131 Contact: Tosha Hurst Telephone: 636-795-3754	Yes
Missouri American Water Company 727 Craig Road St. Louis, MO 63141 Contact: Valerie Bivens Telephone: 314-740-5166	Yes

Charter Communications
815 Charter Commons
Town & Country, MO 63017
Contact: Mohamed Ali Letaief
Telephone: 314-348-3227

Yes

Ameren Missouri
200 N Callahan Road
Wentzville, MO 63131
Contact: Shaun Talley
Telephone: 314-852-3274

Yes

I3 Broadband
5321 N Illinois St
Fairview Heights, IL 62208
Telephone: (618) 228-1799

No

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

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

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

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

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

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

3.0 Potential required utility adjustments:

Railroads are not in the vicinity of the project, they are not affected.

Spire is the natural gas utility in the area. The gas service line was relocated in the summer of 2025. The relocated gas service line is expected to be in close proximity to Structure 2-7 at approximate station 21+90, LT. The contractor will confirm no conflict prior to storm sewer construction. Spire has committed to a two-week relocation turnaround, should the conflict remain.

AT&T is a communication utility in the area. As of May 19, 2026, AT&T was no longer in conflict with the proposed improvements.

Missouri American Water Company (MAWC) is the water utility in the area. An existing waterline, located at approximate station 23+25, is in conflict with the proposed sewer. Relocation design began in May 2026 and work is anticipated to be completed prior to construction notice to proceed.

Charter: No conflict is anticipated. Relocated underground cable on the North side of the road from approximately station 13+25 to 17+00 was completed in summer 2025.

Ameren is the electrical utility. Ameren will adjust their facilities near station 23+75. Work began in April 2026 and is anticipated to be completed prior to construction notice to proceed.

Basis of Payment. No direct payment will be made for Utility Coordination. Utility Coordination should be considered part of, and incidental to the pay item "Mobilization". No payment will be made to the Contractor for Remobilization if the Contractor pulls off.

F. OWNER AGREEMENTS

1.0 Description. Certain commitments, special requirements, and conditions were established during the right-of-way acquisition and negotiation process with affected property owners. The Contractor shall perform the work in a manner consistent with these requirements and conditions at the locations shown on the plans or as directed by the City.

2.0 Construction Requirements. All materials and construction operations shall be in accordance with the applicable Standard Specifications and these special provisions. The requirements listed herein represent obligations of the City to affected property owners and are hereby assigned to the Contractor for execution.

3.0 Locations. The following parcel locations are subject to the parcel-specific requirements of this specification:

Parcel 3 – 14884 Greenleaf Valley Drive
Parcel 4 – 14890 Greenleaf Dr.

Parcel 6 – 14860 Sugarwood Trail Dr.

Parcel 7 – 14880 Sugarwood Trail Dr.

3.1 Parcel 3 – 14884 Greenleaf Valley Drive

The Contractor shall furnish and install twenty-five (25) replacement trees within the Temporary Construction Easement (TCE) limits as shown on the plans.

- Twelve (12) Norway Spruce trees, 10'-12' in height
- Remaining trees shall be 2.5-inch caliper deciduous trees. Tree species and quantities shall be selected from the City's approved tree list and approved by the City prior to planting.

If site conditions prevent installation of any tree within the TCE limits, the Contractor shall notify the Engineer immediately. Alternate locations within or immediately adjacent to the TCE limits shall be identified in coordination with the City and property owner before any reduction in quantity is considered. Any reduction in quantity must be approved by the City.

3.2 Parcel 4 – 14890 Greenleaf Dr. (See Parcel 4 Planting Details included in Plans)

The Contractor shall furnish and install the following:

- Seven (7) White Oak
Installed Size: 2.5" Caliper
- Twelve (12) Norway Spruce
Installed Size: 10-12' height
- Six (6) Hickory
Installed Size: 2.5" Caliper
- Twelve (12) Spartan Junipers
Installed Size: 5'-6' in height

Trees shall be installed within the grading limits shown on the plans or as directed by the City.

All disturbed areas shall be restored with native seed mixture in accordance with Section 805 of the MoDOT Standard Specifications.

3.3 Parcel 6 – 14860 Sugarwood Trail Dr.

The Contractor shall perform the following work:

- Install tree protection fencing around the existing shagbark hickory tree as shown on the plans (Approximate Station 18+10, 50' LT).
- Thirty-two (32) deciduous trees with like species as those removed and planted in similar locations as those removed where possible, unless directed to plant in other locations during construction. Current trees are understood to be white oak, hackberry, dogwood, and maple trees

Installed Size: 2.5" Caliper

Tree species and quantities shall be selected from the City's approved tree list and approved by the City prior to planting.

- Restore disturbed wooded areas with native seed mix

The Contractor shall water and maintain all planted and seeded areas until establishment is achieved, as determined by the Engineer.

3.4 Parcel 7 – 14880 Sugarwood Trail Dr.

The Contractor shall furnish and install the following:

- Five (5) Norway Spruce trees
Installed Size: 5'-6' in height

Trees shall be installed along the property frontage in locations approved by the City to provide a visual buffer.

3.5 Tree Planting Requirements.

All trees shall be planted in accordance with Section 808 of the Missouri Standard Specifications.

All trees shall be mulched in accordance with Section 808.

All trees shall be staked as necessary to ensure stability and proper establishment, in accordance with Section 808.

3.6 Coordination of Tree Planting with Wall Systems.

Prior to submission of wall shop drawings, the Contractor shall coordinate with the City to establish final tree locations for all Owner Agreement parcels adjacent to or within the influence of retaining wall systems. Final tree locations shall be established and approved by the City before wall shop drawings are submitted. The wall shop drawings shall incorporate all approved tree locations and shall specifically address any conflicts with soil reinforcement zones, geogrid layers, excavation limits, utilities, and drainage features. No wall shop drawings will be accepted that do not reflect the approved tree locations.

Tree locations shown on the plans are approximate and provided for reference only. Final tree locations shall be determined in the field by the Contractor in coordination with the City.

The Contractor shall ensure tree placement does not conflict with retaining wall construction or components. Tree placement shall not conflict with retaining wall construction or components, nor compromise the integrity or performance of the wall system.

4.0 Method of Measurement. Owner Agreement work will be measured for payment on a lump sum basis for each parcel as follows:

Owner Agreement - Parcel 3, measured per Lump Sum
Owner Agreement - Parcel 4, measured per Lump Sum
Owner Agreement - Parcel 6, measured per Lump Sum
Owner Agreement - Parcel 7, measured per Lump Sum

5.0 Basis of Payment.

Payment for Owner Agreement work will be made at the contract lump sum price for each parcel

Payment shall include all labor, materials, and equipment necessary to complete the work required to fulfill the parcel-specific agreements, including coordination, layout, tree protection, furnishing and planting of trees, mulching, staking, watering, maintenance, and all incidentals necessary to satisfy the Owner Agreement requirements.

Tree removal and seeding restoration will be paid for under their respective contract items and shall not be included in the Owner Agreement pay items.

G. SAW CUTS

1.0 Description. This work shall cover all necessary full depth saw cutting for performing the Work as detailed in the plans or as directed by the Engineer.

2.0 Method of Measurement. The quantity of full depth saw cutting will not be measured.

3.0 Basis of Payment. No direct payment will be made for any required saw cutting. Saw cutting will be considered incidental to other items.

H. CONTRACTOR QUALITY CONTROL

1.0 The contractor shall perform Quality Control (QC) testing in accordance with the specifications and as specified herein. The contractor shall submit a Quality Control Plan (QC Plan) to the engineer for approval that includes all items listed in Section 2.0, prior to beginning work.

2.0 Quality Control Plan.

- (a) The name and contact information of the person in responsible charge of the QC testing.
- (b) A list of the QC technicians who will perform testing on the project, including the fields in which they are certified to perform testing.
- (c) A proposed independent third party testing firm for dispute resolution, including all contact information.
- (d) A list of Hold Points, when specified by the engineer.

- (e) The MoDOT Standard Inspection and Testing Plan (ITP). This shall be the version that is posted at the time of bid on the MoDOT website (www.modot.org/quality).

3.0 Quality Control Testing and Reporting. Testing shall be performed per the test method and frequency specified in the ITP. All personnel who perform sampling or testing shall be certified in the MoDOT Technician Certification Program for each test that they perform.

3.1 Reporting of Test Results. All QC test reports shall be submitted as soon as practical, but no later than the day following the test. Test data shall be immediately provided to the engineer upon request at any time, including prior to the submission of the test report. No payment will be made for the work performed until acceptable QC test results have been received by the engineer and confirmed by QA test results.

3.1.1 Test results shall be reported on electronic forms provided by MoDOT. Forms and Contractor Reporting Excel2Oracle Reports (CRE2O) can be found on the MoDOT website. All required forms, reports and material certifications shall be submitted to the engineer.

3.2 Non-Conformance Reporting. A Non-Conformance Report (NCR) shall be submitted by the contractor when the contractor proposes to incorporate material into the work that does not meet the testing requirements or for any work that does not comply with the contract terms or specifications.

3.2.1 Non-Conformance Reporting shall be submitted electronically on the Non-Conformance Report form provided on the MoDOT Website. The NCR shall be submitted to the engineer.

3.2.2 The contractor shall propose a resolution to the non-conforming material or work. Acceptance of a resolution by the engineer is required before closure of the non-conformance report.

4.0 Work Planning and Scheduling.

4.1 Two-week Schedule. Each week, the contractor shall submit to the engineer a schedule that outlines the planned project activities for the following two-week period. The two-week schedule shall detail all work and traffic control events planned for that period and any Hold Points specified by the engineer.

4.2 Weekly Meeting. When work is active, the contractor shall hold a weekly project meeting with the engineer to review the planned activities for the following week and to resolve any outstanding issues. Attendees shall include the engineer, the contractor superintendent or project manager and any foreman leading major activities. This meeting may be waived when, in the opinion of the engineer, a meeting is not necessary. Attendees may join the meeting in person, by phone or video conference.

4.3 Pre-Activity Meeting. A pre-activity meeting is required in advance of the start of each new activity, except when waived by the engineer. The purpose of this meeting is to review construction details of the new activity. At a minimum, the discussion topics shall include: safety precautions, QC testing, traffic impacts, and any required Hold Points. Attendees shall include the engineer, the contractor superintendent and the foreman who will be leading the new activity. Pre-activity meetings may be held in conjunction with the weekly project meeting.

4.4 Hold Points. Hold Points are events that require approval by the engineer prior to continuation of work. Hold Points occur at definable stages of work when, in the opinion of the engineer, a review of the preceding work is necessary before continuation to the next stage.

4.4.1 A list of typical Hold Point events is available on the MoDOT website. Use of the Hold Point process will only be required for the project-specific list of Hold Points, if any, that the engineer submits to the contractor in advance of the work. The engineer may make changes to the Hold Point list at any time.

4.4.2 Prior to all Hold Point inspections, the contractor shall verify the work has been completed in accordance with the contract and specifications. If the engineer identifies any corrective actions needed during a Hold Point inspection, the corrections shall be completed prior to continuing work. The engineer may require a new Hold Point to be scheduled if the corrections require a follow-up inspection. Re-scheduling of Hold Points require a minimum 24-hour advance notification from the contractor unless otherwise allowed by the engineer.

5.0 Quality Assurance Testing and Inspection. The City will perform quality assurance testing and inspection of the work, except as specified herein. The contractor shall utilize the inspection checklists provided in the ITP as a guide to minimize findings by City inspection staff. Submittal of completed checklists is not required, except as specified in 5.1.

5.1 Inspection and testing required in the production of concrete for the project shall be the responsibility of the contractor. Submittal of the 501 Concrete Plant Checklist is required.

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

I. MODIFIED CURB AND GUTTER TYPE B

1.0 Description. This work includes furnishing and constructing a Modified Curb and Gutter Type B as detailed in the plans, or as directed by the engineer.

2.0 Construction Requirements. The dimensions of the modified curb and gutter shall be in accordance with the plans and as approved by the engineer.

Modified Curb And Gutter Type B shall be constructed per section 609 of the standard specifications for concrete curb. Reinforcing steel bars shall be in accordance with Sec 703.

3.0 Method of Measurement. The quantity of MODIFIED CURB AND GUTTER TYPE B shall be measured per Linear Foot (LF) installed along the top of the curb at the curb face.

4.0 Basis of Payment: All costs associated with this work shall be considered completely covered by Item MODIFIED CURB AND GUTTER TYPE B per linear foot. No direct payment shall be made for reinforcing steel. Payment shall include all work necessary to complete the curb and the price shall include all materials, excavation, backfill, labor, equipment, and incidentals to construct the curb.

J. MODIFIED CONCRETE CURB (OVER 6 IN. HEIGHT) TYPE S

1.0 Description. This work includes furnishing and constructing a Modified Concrete Curb (over 6 in. height) Type S as shown and detailed in the plans, or as directed by the engineer.

2.0 Construction Requirements. The dimensions of the modified curb shall be in accordance with the plans and as approved by the engineer.

Modified Concrete Curb (over 6 in. height) Type S shall be constructed per section 609 of the standard specifications for concrete curb. Reinforcing steel bars shall be in accordance with Sec 703.

3.0 Method of Measurement. The quantity of MODIFIED CONCRETE CURB (OVER 6 IN. HEIGHT)TYPE S shall be measured per Linear Foot (LF) installed along the top of the curb at the curb face.

4.0 Basis of Payment: All costs associated with this work shall be considered completely covered by Item MODIFIED CONCRETE CURB (OVER 6 IN. HEIGHT) TYPE S per linear foot. No direct payment shall be made for reinforcing steel. Payment shall include all work necessary to complete the curb and the price shall include all materials, excavation, backfill, labor, equipment, and incidentals to construct the curb.

K. DRAINAGE

1.0 Description. The work in this section shall consist of construction of all new sewer lines, structures and related work as shown on the Project Plans. All materials and work in this section shall be in compliance with Standard Construction Specifications for Sewers and Drainage Facilities of the Metropolitan St. Louis Sewer District, Revised 2023.

1.1 Contractor shall obtain final approval and approval letter from Metropolitan St. Louis Sewer District (MSD) at the time of project closeout. Contractor shall also provide MSD with any as-built drawings in accordance with MSD standards. All costs associated with the preparation and submittal of as-built drawings shall be considered incidental to the work and no additional compensation will be made.

1.2 The Contractor shall be responsible for obtaining all required permits from the Metropolitan St. Louis Sewer District (MSD) and shall pay all associated MSD permit fees. All such fees shall be considered incidental to the work and shall be included in the contract unit prices. No additional compensation will be made to the Contractor for MSD permit fees.

2.0 Materials. All drainage appurtenances shall be supplied and installed in accordance with the project plans and Metropolitan St. Louis Sewer District (MSD) Standards, except as modified herein.

All storm sewer pipe shall be Class III Reinforced Concrete Pipe, Polypropylene Pipe, or Polyvinyl Chloride Pipe. Class V Reinforced Concrete Pipe may be used in lieu of Class III Reinforced Concrete Pipe at no additional cost to the City.

All materials shall be from an approved material and supplier per MSD's most current Approved Materials List:

<https://msdprojectclear.org/doing-business/design-construction/approved-materials-list/>

All trenches shall be constructed with bedding installed according to MSD Standard Specifications and backfilled with MSD #3 (3/4" minus) granular fill to level 6-inches below finished grade. All trenches shall be compacted in lifts no larger than 8" to 95% of the Modified Proctor to prevent trench settlement.

3.0 Method of Measurement

3.1 Measurement for these work items shall be as indicated below:

12" Class III Reinforced Concrete Pipe, measured per Linear Foot

15" Class III Reinforced Concrete Pipe, measured per Linear Foot

18" Class III Reinforced Concrete Pipe, measured per Linear Foot

10" Polyvinyl Chloride Pipe, measured per Linear Foot

Area Inlet, Single, Open 1 Side, Untrapped, measured per Each.

Area Inlet, Single, Open 4 Sides, Untrapped, measured per Each.

Manhole, measured per Each.

Msd Curb Inlet – Untrapped, measured per Each.

Msd Double Curb Inlet - Untrapped, measured per Each.

3.2 All excavation, connections to existing structures, disposal of materials and restoration of adjacent areas shall be considered incidental to this work and shall be included in the contract unit price.

4.0 Basis of Payment. All labor, material and equipment necessary to adjust, furnish and install drainage structures and pipe as shown shall be paid for at the Contract unit bid prices for each item.

All excavation, backfill, granular backfill, disposal of materials, and restoration of adjacent areas shall be considered incidental to this work and shall be included in the contract unit price bid for each item.

L. HYDRODYNAMIC SEPARATOR (4')

1.0 Description. The work in this section shall consist of all labor, equipment and materials necessary for construction of a Hydrodynamic Separator (4') and related work as shown on the Project Plans. All materials and work in this section shall be in compliance with Standard Construction Specifications for Sewers and Drainage Facilities of the Metropolitan St. Louis Sewer District, 2023.

1.1 Contractor shall obtain final approval and approval letter from Metropolitan St. Louis Sewer District (MSD) at the time of project closeout. Contractor shall also provide MSD with any as-built drawings in accordance with MSD standards. All costs associated with the preparation and submittal of as-built drawings shall be considered incidental to the work and no additional compensation will be made.

1.2 The Contractor shall be responsible for obtaining all required permits from the Metropolitan St. Louis Sewer District (MSD) and shall pay all associated MSD permit fees. All such fees shall be considered incidental to the work and shall be included in the contract unit prices. No additional compensation will be made to the Contractor for MSD permit fees.

2.0 Materials. All drainage appurtenances shall be supplied and installed in accordance with the project plans and Metropolitan St. Louis Sewer District (MSD) Standards.

2.1 The Hydrodynamic Separator shall be a MSD-approved unit meeting all applicable MSD requirements and the following minimum performance and design criteria:

- Capture all floatable trash and free oil
- Remove 80% of total suspended solids for the OK-110 particle size distribution at a 1.29 cfs flow rate
- Minimum sediment storage capacity (20" depth) = 0.78 yd³
- Minimum access hole size = 8" diameter

The Contractor shall be responsible for any necessary design and/or coordination with MSD to obtain reapproval of the design documents and any additional MSD permits due to modifications of the current MSD approved construction plans for the hydrodynamic separator and any associated storm sewers.

No alternative hydrodynamic separator unit shall be ordered or installed until written approval has been received from MSD and the Engineer.

A manufacturer's or vendor's representative must be onsite during installation to ensure product specifications are met.

3.0 Method of Measurement The quantity of Hydrodynamic Separator (4') will be measured per each.

4.0 Basis of Payment The accepted quantity of Hydrodynamic Separator (4') will be paid for at the contract unit price per each, which shall include the whole cost and expense to construct a hydrodynamic separator including excavation, connection to piping, backfilling (including granular backfill), materials, equipment, tools, labor and work, etc.

M. MODULAR BLOCK RETAINING WALL

1.0 Description. This work shall consist of furnishing and constructing precast concrete modular block retaining walls, with or without soil reinforcement, in accordance with these specifications, the contract plans, the recommendations of the Revised Geotechnical Report – Schoettler Road Sidewalk TAP-5410(636), Chesterfield, Missouri, prepared by SCI Engineering, Inc., December 2025 (SCI No. 2023-1670.10) (hereinafter referred to as the "Geotechnical Report"), and as directed by the Engineer. The wall shall be designed and constructed in accordance with the recommendations of the Geotechnical Report unless otherwise approved in writing by the Engineer.

2.0 Materials. All materials shall be in accordance with Division 1000 of the standard specifications, and specifically as follows:

<u>Item</u>	<u>Section</u>
Concrete	501
Select Granular Backfill for Structural Systems	1010
Geotextile	1011
Miscellaneous Drainage Material	1013
Reinforcing Steel for Concrete	1036
Resin Anchor Systems	1039
Mechanically Stabilized Earth Wall System Components	1052

- 2.1** Concrete used in the production of the precast modular block units shall be first-purpose, fresh concrete. It shall not consist of returned, reconstituted, surplus or waste concrete.
- 2.2** The unit fill shall consist of a granular backfill in accordance with Gradation D or E of Sec 1005.
- 2.3** Class B or B-1 concrete shall be used for cast-in-place concrete leveling pads used for the wall system.
- 2.4** Joint material shall be used in accordance with the wall manufacturer's recommendations.

3.0 Design Requirements.

Shop drawings, signed and sealed by a registered professional engineer licensed in the State of Missouri in accordance with Chapter 327, RSMo, shall be submitted and approved by the City prior to construction.

The precast concrete modular block wall shall be designed and constructed to have a up to a 5 degree wall batter with a vertical face (zero batter) preferred. All units shall be precast concrete modular retaining wall units conforming to ASTM C1776 (wet-cast) or ASTM C1372 (dry-cast), as applicable to the selected system.

Shop drawings shall incorporate all Owner Agreement tree locations as required by Section F, paragraph 3.6. No shop drawings will be accepted that do not reflect the City-approved tree locations for all adjacent Owner Agreement parcels.

The Contractor shall select one of the following approved segmental retaining wall systems, or an approved equal, for the wall shown on the Project Plans:

- Anchor Highland Stone Wall System, Pecan Color
- Keystone Stonegate Wall System, Eddington Blend Color
- Versa-Lok Mosaic Wall System (Non-Weathered), Bethany Ledge Color

- 3.1** The Contractor shall submit the manufacturer's design plans, details, and computations for the wall structure to the Engineer digitally. All submitted information shall be clear, complete, and thoroughly checked prior to submission. Submittals determined to be incomplete or inadequate will be returned for corrective action.

The Contractor shall be solely responsible for the content, accuracy, and adequacy of the design plans, details, and computations, and for the performance of the wall system. The wall design shall incorporate the soil parameters and subsurface conditions established in the Geotechnical Report. The Contractor shall be solely responsible for ensuring that the information submitted by the manufacturer is in accordance with all contract plans and specifications and with the wall system used. Completed design plans shall contain all material, fabrication and construction requirements for erecting the wall system complete in place. The completed design plans shall show the longitudinal and lateral layout of the drainage systems used for the wall system. The Contractor shall be responsible for the internal stability, external stability, compound stability, and overall global stability of the wall system.

3.2 All design plans, details, and computations submitted for distribution shall be signed, sealed, and stamped in accordance with the laws relating to architects and professional engineers (Chapter 327, RSMo).

3.3 Precast concrete modular block walls shall be designed in accordance with the AASHTO specifications shown on the plans and in accordance with additional publications or specifications referenced within the AASHTO specifications. The seismic performance category, angle of internal friction for the selected granular backfill for structural systems and other design requirements shown on the plans shall be incorporated into the design of the wall system.

3.4 Design shall include specialized placement of the wall reinforcement, blocks, control joints, and all other necessary design elements to accommodate stormwater drainage structures, pipes and other utility appurtenances that are to be placed within the reinforcement and excavation limits of the retaining walls.

3.5 Geotechnical Information.

The Geotechnical Report is included in the contract documents as the basis of design for the retaining wall system. The soil parameters and subsurface conditions described in the Geotechnical Report shall be used by the Contractor as the required inputs for the design of the wall system, including but not limited to unit weights, cohesion values, angles of internal friction, and foundation bearing conditions.

The Contractor may perform additional geotechnical investigation or modify the design approach at their discretion; however, any such investigations or modifications shall be at the Contractor's expense, shall not be cause for additional compensation or a change in contract price, and shall require written approval from the Engineer prior to implementation.

Regardless of whether additional investigation is performed or the design is modified, the final wall design shall be signed and sealed by a professional engineer licensed in the State of Missouri in accordance with Chapter 327, RSMo

4.0 Construction Requirements.

4.1 Unit Fill. The contractor shall use a unit fill to fill the voids of the blocks for the wall system. This unit fill shall extend a minimum distance of 12 inches beyond the extreme back face of

the wall system. Each course of the wall system shall have the unit fill in place before the next course of the wall system is placed.

4.2 Drainage Requirements. A drainage system shall be provided at the base of the wall as shown on the contract plans. The drainage system shall consist of a perforated pipe wrapped in a Class 2 geotextile to prevent clogging of the perforations. The pipe shall be placed in such a manner that water drains freely from the pipe. Outlets for the drainage system shall be protected from erosion and shall discharge to an acceptable location as approved by the Engineer. When the wall length is such that the slope of the pipe becomes excessive in the engineer's judgment, lateral drainpipes shall be installed underneath the leveling pad.

4.3 Foundation Preparation. The foundation for the wall system shall be graded level for a width equal to or exceeding the length of the reinforcing strips, or as shown on the plans. Prior to wall construction, the foundation, if not on rock, shall be compacted as directed by the Engineer. The Geotechnical Report identified subsurface conditions within the project limits including fat clay soils and shallow shale bedrock, which shall be considered the baseline for foundation evaluation. Any foundation soils found to be unsuitable shall be removed and replaced, as directed by the Engineer. The cost of removal and replacement of unsuitable foundation soils, if required, shall be considered incidental to and included in the contract unit price for Modular Block Retaining Wall.

4.4 Geotechnical Engineer. Due to subsurface conditions within the project limits, the Contractor shall retain a qualified geotechnical engineer licensed in the State of Missouri to support the design and construction of the wall system. The Contractor's geotechnical engineer's required role shall be limited to construction-phase review and verification of subsurface conditions against the Geotechnical Report. Any additional geotechnical investigation or independent design beyond the scope of the Geotechnical Report shall be at the Contractor's sole discretion and expense, and shall not be cause for additional compensation or a change in contract price.

The Contractor's geotechnical engineer shall review subsurface conditions encountered during construction and verify that they are consistent with the design assumptions used for the wall system. If differing or unsuitable conditions are encountered, the Contractor's geotechnical engineer shall provide recommendations for undercut, replacement, ground improvement, or other necessary modifications to ensure stability of the wall system.

The Contractor shall be responsible for incorporating any such recommendations into the wall system design and construction.

This work shall be considered completely covered by the contract unit price for Modular Block Retaining Wall.

4.5 Leveling Pad. A leveling pad shall be provided at the base of the wall system to establish line and grade and to provide a uniform bearing surface for the wall units.

The leveling pad may consist of:

a) Compacted granular material, or

as recommended by the wall system manufacturer and as required by the Contractor's wall design. In the event of a conflict between the manufacturer's recommendation and the

Contractor's wall design, the wall design shall govern. Any such conflict shall be brought to the attention of the Engineer prior to construction of the leveling pad.

The type, dimensions, and details of the leveling pad shall be determined by the Contractor based on site conditions, wall system requirements, design calculations, and the recommendations of the Geotechnical Report. The leveling pad shall be built to the elevations shown on the plans and shall not be raised in elevation to allow for the use of a particular wall system. The leveling pad shall have a minimum width of 12 inches.

The minimum embedment depth of the leveling pad below finished grade at the toe of the wall shall be determined by the Contractor's wall design in accordance with the recommendations of the Geotechnical Report for the subsurface conditions encountered at each wall location. In no case shall the embedment depth be less than that recommended in the Geotechnical Report for the applicable station limits. Any deviation from the Geotechnical Report recommendations shall require written approval from the Engineer.

Granular leveling pads shall consist of well-graded crushed stone or aggregate, compacted to a minimum density of 95 percent of maximum dry density as determined by AASHTO T 99.

4.6 Select Granular Backfill for Structural Systems Placement.

4.6.1 Select granular backfill for structural systems shall be placed concurrently with the placement of the retained backfill. The placement of the select granular backfill for structural systems shall closely follow the erection of each course of the wall system and shall be placed in such a manner to avoid any damage or disturbance to the wall material or any misalignment of the facing elements of the wall system. Any wall system material that becomes damaged or disturbed during the installation of the wall system shall be removed, replaced, or corrected at the contractor's expense, as directed by the engineer. Whenever placement of the select granular backfill for structural systems results in the wall facing system being misaligned or distorted outside the limits of this specification, the contractor shall correct the misalignment or distortion as directed by the engineer.

4.6.2 The select granular backfill for structural systems shall be compacted in accordance with Sec 203, with the following exceptions:

a) The minimum density shall be no less than 95 percent of maximum density, determined in accordance with AASHTO T 99.

b) When the material used contains more than 30 percent retained on the $\frac{3}{4}$ inch sieve, a method of compaction consisting of at least four passes by a heavy roller shall be used.

c) The moisture content of the material prior to and during compaction shall be uniformly distributed throughout each layer. The placement moisture content shall be no lower than three percentage points less than the optimum moisture content and shall be no more than the optimum moisture content.

d) Compaction within 3 feet of the back face of the wall system shall be achieved by at least three passes of a lightweight mechanical tamper, roller, or vibratory system.

e) The contractor shall ensure that runoff within the wall system construction site is directed away from the wall facing during construction, and that runoff from adjacent areas of the general construction site is directed such that runoff does not enter the wall system construction site.

f) Class 1 geotextile material shall be placed between the select granular backfill for structural systems, and the retained backfill and over the top of the select granular backfill for structural systems to prevent piping of in-situ soil into the wall system.

g) Tamping-type (sheep's foot) rollers shall not be used for compaction of the select granular backfill for structural systems.

4.6.3 The select granular backfill for structural systems shall be initially placed parallel to the wall system, and at the rear and middle of the soil reinforcement strips, and then moved toward the facing elements of the wall system. Construction equipment shall at no time come in direct contact with the soil reinforcement strips. Each course or layer shall be compacted up to or slightly above the location of the next connection for the reinforcement strips prior to placing the next layer of reinforcement strips as designated in the erection sequence provided by the manufacturer of the wall system.

4.6.4 Select granular backfill for structural systems shall be considered incidental to and included in the cost of the precast concrete modular block wall.

4.7 Construction Tolerances.

4.7.1 Wall systems shall be built in accordance with the dimensions and elevations specified on the plans and in accordance with the requirements of the system manufacturer. Alignments shall be maintained within the following dimensional tolerances:

Dimensional Item	Dimensional Tolerance
Adjacent Face Panel / Block Joint Gaps	± 1/4 inch
Vertical and Horizontal Alignment of Facing Elements	± 1/16 inch per foot
Soil Reinforcement Strip Elevations	± 1 inch

4.7.2 Vertical alignments shall be measured along a theoretical vertical line established from the top of the wall system to the base of the wall system.

4.8 Storm Sewer Pipes Through Wall. Any modification necessary to the precast concrete modular block wall to accommodate new or existing storm sewer pipes or box culverts, as identified in

the contract plans, shall be considered incidental to and included in the cost of the precast concrete modular block wall.

- 4.9 Technical Assistance.** The contractor shall be responsible for having a technical advisor from the wall system manufacturer available for assistance during the installation of the wall system.

- 5.0 Method of Measurement.** Measurement of precast concrete modular block walls will be made to the nearest square foot. The quantity to be paid will be measured from the "Top of Wall" line to the "Theoretical Top Of Leveling Pad" line shown on the plans. No adjustments in the measured quantity will be permitted for additional wall area required to meet the minimum wall elevations shown on the plans for any particular wall system.

Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity. The revision or correction will be computed and added to or deducted from the contract quantity.

No measurement will be made for required excavation for placement of the leveling pad for the wall system. All other excavation required for the construction of the wall system will be included in roadway items.

- 6.0 Basis of Payment.** Payment for the accepted quantity for precast concrete modular block walls will be made in accordance with the contract unit bid price for MODULAR BLOCK RETAINING WALL and includes all labor, equipment, materials, backfill, anchorage, leveling pad, foundation preparation and remediation, drainage, geotechnical engineering services, select granular backfill for structural systems, technical assistance, and all other incidentals as required to comply with this provision.

Excavation required for construction of the wall system will be paid for separately under the contract unit price for Class A Excavation. Rock fill required below the reinforced zone, as recommended in the Geotechnical Report, will be paid for separately under the contract unit prices for Furnishing Rock Fill and Placing Rock Fill. Fill material placed above the reinforced zone will be paid for separately under the contract unit price for Compacting Embankment. No additional compensation will be made for these items beyond the contract unit prices established for each.

N. CONNECTION TO EXISTING STRUCTURE

- 1.0 Description.** This work shall consist of furnishing all labor, equipment and materials for connecting proposed storm sewer pipe to an existing storm sewer structure. The connection shall be made at the elevation shown on the Project Plans. Removal of existing structure material shall be kept to a minimum to provide an opening for the proposed pipe connection. Proper care shall be taken to avoid damage to the existing storm sewer structure. The connection shall be constructed to be watertight.

All work shall be performed in accordance with the Metropolitan St. Louis Sewer District (MSD) Standard Construction Specifications for Sewers and Drainage Facilities, Revised 2023.

2.0 Method of Measurement. The quantity of CONNECTION TO EXISTING STRUCTURE shall be measured per each (EACH) connection.

3.0 Basis of Payment. This work will be paid for at the contract unit price per each. The price shall include all Contractor services and labor to complete the described work. The price shall include all materials, labor, equipment, adjustments, and incidentals to perform the connection.

O. REMOVAL AND RELOCATION OF SIGNS

1.0 Description. Highway signs within the construction limits, and/or within conflict of construction activities, shall be removed by the Contractor before work is begun and stored for future relocation.

After final grading is completed, the Contractor shall permanently reset the signs at approved locations before final acceptance of the work by the City.

2.0 Method of Measurement. The removal and relocation of highway signs will not be measured for payment.

3.0 Basis of Payment. No direct payment will be made for the removal, relocation, or replacement of highway signs or supports. Payment for the above described work, including all materials, equipment, labor, and any other incidental work necessary to complete this work, shall be completely covered by the contract unit price bid for Removal of Improvements.

P. LANDSCAPE MULCH

1.0 Description. This work shall consist of the Contractor furnishing and installing Landscape Mulch at the locations indicated in the plans, or as directed by the engineer.

2.0 Materials. Landscape mulch shall be free from deleterious materials and suitable as a top dressing of trees, shrubs, and perennials consisting of the following:

Type: Finely ground and aged hardwood mulch mixed with compost. Black forest product by St. Louis Composting or similarly approved equal.

Color: Natural.

3.0 Construction Requirements. Landscape mulch shall be uniformly spread at a depth of 3".

4.0 Method of Measurement. The quantity of LANDSCAPE MULCH shall be measured per cubic yard (CY) installed.

5.0 Basis of Payment. The accepted quantity of LANDSCAPE MULCH will be paid for at the contract unit price for each of the pay item included in the contract. The price shall include all materials, labor, equipment, and incidentals to install LANDSCAPE MULCH in place.

Q. TREE CLEARING RESTRICTION

1.0 Description. The project is within the known range of the federally endangered Indiana bat, northern long-eared bat, and proposed endangered tricolored bat. These bats are known to roost in trees with suitable habitat characteristics during summer months.

- a. To avoid negative impacts to bat species, removal of any trees shall only occur between October 16 and March 31

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work.

R. ANTICIPATED BIDDING AND PROJECT SCHEDULE

1.0 Description. Per federal requirements associated with the project, all trees to be cleared as part of the project must be cutdown prior to March 31, 2027. In order to meet this requirement, the anticipated project schedule is listed below.

Bid Package Available	10/05/26
Pre-Bid Meeting	10/13/26
Last Day for Bid Questions	10/21/26
Bid Opening	10/27/26
Bid Evaluation Period	10/27/26 – 11/03/26
Council Meeting	12/07/26
Notice of Award	12/08/26
Contract Execution	12/09/26 – 12/23/26
Pre-Construction Meeting / Issue Notice-to-Proceed	02/02/27
Tree Clearing Complete	03/31/27
Project Complete	07/02/27

S. REVISED WARRANTY LANGUAGE

1.0 Description. Delete Sections 3.4.2 and 3.4.3 from the General Conditions.

2.0 Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work.

T. ADA COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES
LPA-15-07B

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

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

www.modot.org/business/contractor_resources/forms.htm

2.1 The ADA Checklist is not to be considered all-inclusive, nor does it supersede any other contract requirements. The ADA checklist is a required guide for the contractor to use during the construction of the pedestrian facilities and a basis for the City of Chesterfield'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. This notification shall be made in writing. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

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

3.0 Coordination of Construction.

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

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

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

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

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

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

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

U. 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 ± 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.

V. GEOTECHNICAL REPORT

1.0 Description. Included for reference is the "Revised Geotechnical Report – Schoettler Road Sidewalk TAP-5410(636), Chesterfield, Missouri, prepared by SCI Engineering, Inc., December 2025 (SCI No. 2023-1670.10)"



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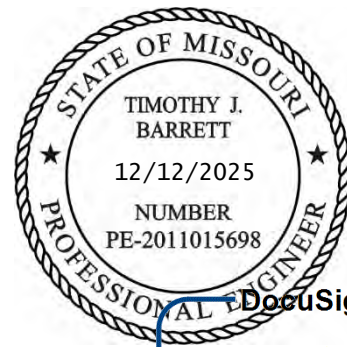
Revised Geotechnical Report

**SCHOETTLER ROAD SIDEWALK TAP5410(636)
CHESTERFIELD, MISSOURI**

December 2025

**Jonathan Loos, P.E.
Horner & Shifrin, Inc.
101 Laura K Drive, Suite 101
O'Fallon, Missouri 63366
(636) 329-9296**

SCI No. 2023-1670.10



DocuSigned by:

A blue ink signature of Timothy J. Barrett, written in a cursive style.

7C4EB73EF381454...



SCI ENGINEERING, INC.

EARTH • SCIENCE • SOLUTIONS

GEOTECHNICAL
ENVIRONMENTAL
NATURAL RESOURCES
CULTURAL RESOURCES
CONSTRUCTION SERVICES

December 12, 2025

Jonathan Loos, P.E.
Horner & Shifrin, Inc.
101 Laura K Drive, Suite 101
O'Fallon, Missouri 63366

RE: Revised Geotechnical Report
Schoettler Road Sidewalk TAP-5410(636)
Chesterfield, Missouri
SCI No. 2023-1670.10

Presented in this *Revised Geotechnical Report* are the results of the geotechnical exploration and analyses completed for the referenced project. It should be read in its entirety, and our recommendations applied to the design and construction of the project.

We appreciate the opportunity to be of service and look forward to working with you during the construction phase of the project. If you have any questions regarding this report, or if we can be of additional service to you, please do not hesitate to contact us.

Respectfully,

SCI ENGINEERING, INC.

A blue ink signature of Jonathan W. Urton, P.E.

Jonathan W. Urton, P.E.
Project Geotechnical Engineer

A blue ink signature of Timothy J. Barrett, P.E., CFM.

Timothy J. Barrett, P.E., CFM
Geotechnical Services Manager

JWU/TJB/snp

Enclosure
Geotechnical Report

C: Jervis Atagana, P.E.; Horner & Shifrin, Inc.

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FIGURES

Figure 1 – Vicinity and Topographic Map

Figure 2 – Aerial Photograph

Figure 3 – Site Plan

Figure 4 – Cross-Section A-A

APPENDIX

Appendix A – Boring Log and Hand Auger Log Legend and Nomenclature, Boring and Hand Auger Logs

Revised Geotechnical Report

SCHOETTLER ROAD SIDEWALK TAP 5410(636) CHESTERFIELD, MISSOURI

1.0 INTRODUCTION

At the request of Horner & Shifrin, Inc. (H&S), SCI Engineering, Inc. (SCI) has prepared this revised geotechnical exploration report for the Schoettler Road Sidewalk TAP-5410(636) project, which is located in Chesterfield, Missouri. Our services documented in this report were provided in general accordance with our November 6, 2023, geotechnical services proposal as authorized on February 13, 2024, through the professional services Agreement between Horner & Shifrin and SCI. Updated improvement plans were provided on November 14, 2025.

The purpose of the geotechnical exploration was to develop a general subsurface profile at the site and prepare recommendations for the geotechnical aspects of the design and construction of the project as defined in our proposal. Our scope of services included site reconnaissance, geotechnical exploration, laboratory testing, engineering analyses, and preparation of this report.

2.0 SITE AND PROJECT DESCRIPTION

The project includes the planned design and construction of sidewalk and roadway improvements along an approximately 0.3-mile-long section of Schoettler Road from its intersections with Green Leaf Valley Drive and Windsor Valley Court in Chesterfield, Missouri. The location of the site is shown on the *Vicinity and Topographic Map*, Figure 1. The existing site conditions and approximate locations of geotechnical borings are shown on the *Aerial Photograph*, Figure 2. Project construction will include removal of existing concrete retaining wall and construction of a new retaining wall, sidewalk, curb and gutter, road shoulder, storm sewers, and Americans with Disabilities Act (ADA) improvements to existing sidewalk ramps. The proposed retaining wall will be a modular block mechanically stabilized earth (MSE) retaining wall with a maximum exposed height of approximately 11.5 feet and a length of approximately 822 feet. Cuts on the order of 5 feet with significantly deeper cuts within the reinforced and retained zone of the retaining wall and fills on the order of 1 to 2 feet or less are planned for the new sidewalk. The proposed construction is shown on the *Site Plan*, Figure 3.

3.0 GEOTECHNICAL EXPLORATION

The geotechnical exploration consisted of two soil test borings, designated B-1 through B-3 and two hand auger borings, designated HA-1 and H-2. The boring locations were located in the field using a global positioning system (GPS) while referencing existing site features. The elevations at the boring locations, as shown on the boring logs, were estimated from topographic profile cross-section drawings XS1.3, 4, and 7, provided by H&S, dated September 18, 2025. The boring elevations and locations, as reported herein, are approximate and should be surveyed if a higher degree of accuracy is required. The approximate locations of the borings are shown on the *Aerial Photograph* and *Site Plan*, Figures 2 and 3, respectively. A summary of the borings’ approximate location, elevation, and depth is presented in Table 3.1.

Table 3.1 – Summary of Boring Locations

Boring	Location	Approximate Ground Surface Elevation (feet)	Total Depth (feet)
B-1	~16’ Left (L) of ~ Station (STA) 14+00 Centerline (CL)	526	15
B-2	~16’ L of ~STA 15+50 CL	534	13
B-3	~40’ L of ~STA 20+50 CL	556	11
HA-1	~42’ L of ~STA 14+00 CL	531	5
HA-2	~40’ L of ~STA 15+50 CL	547	4.5

The borings were drilled on April 8, 2024, using various drilling methods. Sampling of the overburden soils and shale were performed at the indicated depths on the boring logs in Appendix A.

Borings B-1 and B-2 were drilled with an all-terrain CME 750 rotary drill rig equipped with continuous flight augers. Sampling of the overburden soils and bedrock was accomplished with 2-inch-outside-diameter (O.D) split-spoons and 3-inch-O.D., thin-walled Shelby tube samplers in general accordance with the procedures outlined by ASTM D1586 and ASTM D1587, respectively. Standard Penetration Tests (SPTs) were performed on split-spoon samples using an automatic hammer to obtain the standard penetration resistance or N-value¹ of the sampled material.

¹ The standard penetration resistance, or N-value, is defined as the number of blows required to drive the split-spoon sampler 12 inches with a 140-pound hammer falling 30 inches. Since the sampler is driven 18 inches or until refusal, the initial 6 inches of sampler penetration are for seating the sampler, and the number of blows for the final 12 inches is the N-value. Refusal of the split-spoon sampler occurs when the sampler is driven less than 6 inches with 50 blows of the hammer.

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Schoettler Road Sidewalk TAP-5410(636)
SCI No. 2023-1670.10

Boring B-3 was drilled with a skid-steer equipped with an auger attachment, auger extension, and auger. Push samples were obtained using a split-spoon sampler, and grab samples were collected from auger cuttings brought to the surface.

Hand Auger Borings HA-1 and HA-2 were advanced using an auger assemblage consisting of a T-probe handle connected to an extension rod and auger cutter head. Bag samples were collected from removed auger head cuttings brought to the surface. Shear vane tests were performed after sampling at select locations.

Representative portions of the split-spoon samples were placed in sealed glass jars to preserve moisture. Shelby tube samples were capped and taped at their ends to preserve sample moisture and unit weight. Grab and bag samples were placed in either sealed glass jars or plastic bags to preserve moisture. The soil and shale samples were marked and labeled in the field for identification and transported to our laboratory for further testing. The boreholes were backfilled with auger cuttings upon completion.

4.0 LABORATORY TESTING

Laboratory testing was performed on the samples to assess engineering and index properties. Laboratory testing of selected samples included moisture content, hand penetrometer, Atterberg limits, and unconfined compression. The results of these tests are presented on the boring logs.

The boring logs were prepared by the project geotechnical engineer from the field logs, visual classification of the samples in the laboratory, and laboratory test results. Terms and symbols used on the boring logs are presented in Appendix B, *Boring Log Legend and Nomenclature*.

5.0 SITE GEOLOGY

The *Surficial Material Geologic Map of the Chesterfield 7.5 Minute Quadrangle, St. Charles and St. Louis Counties, Missouri* indicates that surficial soil within the site is surfaced by loess and floodplain step alluvium. Residual soils, remnants of in-place weathered bedrock, are also present. The *Bedrock Geologic Map of the St. Louis Quadrangle, Missouri and Illinois* indicate that the site is underlain by the Warsaw Formation, which typically consists of dark, fissile shale and intercalated argillaceous and silty dolomite or dolomitic limestone. The formation ranges in thickness from 60 to 100 feet.

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6.0 SUBSURFACE CONDITIONS

6.1 Surficial Materials and Existing Fill

Borings B-1 and B-2 were drilled within the shoulder of the road and encountered approximately 5 to 6 inches of asphaltic concrete underlain by approximately 4 inches of crushed rock. Fill comprised of lean clay with trace crushed rock was encountered below the pavement to depths ranging from approximately 1.5 to 3-feet. A Standard Penetration Test (SPT) N-value of 6 blows per foot (bpf) and a moisture content of 24 percent was measured in the fill. Boring B-3 and Hand Auger Boring HA-1 encountered topsoil ranging in thickness from approximately 3 to 4 inches.

6.2 Native Soil Profile

The native soils generally consisted of fat clay (CH in accordance with the Unified Soil Classification System), and shaley clay (CL or CH) to the depths of clayey shale or shale, which ranged from 5.5 to 12 feet. As an exception, thin layers of poorly graded sand (SP) and lean clay (CL) were encountered in the upper 1.5 feet of HA-1.

An SPT N-value of 9 bpf was recorded in the fat clay, while N-values of 7 and 31 bpf were recorded in the shaley clay. Unconfined compressive strengths of 3.9 and 4.9 kilopounds per square foot (ksf) were measured from Shelby tube samples collected in the fat and shaley clay, respectively. In-situ shear strengths measured in the native clays ranged from 0.4 to 2 ksf. Moisture contents in the lean and fat clay ranged from 15 to 27 percent, typically in the high teens to low twenties. Moisture contents in the shaley clay ranged from 10 to 23 percent.

6.3 Bedrock Profile

Clayey shale and/or shale were encountered in B-1 through B-3 to the borings' auger refusal termination depths in shale ranging from 11 to 15 feet. A moisture content of 15 percent was recorded in the clayey shale. Moisture contents of 5 and 6 percent were recorded in the shale. SPT N-values in the clayey shale and shale ranged from 50 blows per 3 inches of penetration to 50 blows with zero penetration.

6.4 Groundwater

Groundwater was not encountered in the borings during exploration. The lack of observed groundwater during exploration might not represent present or future groundwater levels. Groundwater levels might not have stabilized before backfilling the borings; without extended periods of observation, measurements of actual groundwater levels may not be possible. Groundwater levels could vary over time due to the effects of seasonal variation in precipitation or other factors at the time of exploration.

7.0 DESIGN RECOMMENDATIONS

7.1 Global Stability Analysis

A global stability analysis was performed at the apparent critical cross-section of the proposed retaining wall (A-A) as shown on *Site Plan*, Figure 3. The global stability analysis was conducted using limit equilibrium slope stability methods and the commercially available software program Slide2 (developed by Rocscience, Inc.).

At A-A, the proposed MSE retaining wall section was modeled with an exposed height of 11.4 feet, an embedment of 1.5 feet, and a reinforced length of 11.8 feet. A Morgenstern-Price Analysis was used to search for circular failures to calculate the critical factor of safety (FS) for the cross-section analyzed. Long-term soil parameters, used from obtained soil properties and our experience with similar soils in the area, were used in our analyses and are summarized in Table 7.1. The configuration of our model is shown in *Cross-Section A-A*, Figure 4.

Table 7.1 – Long-Term Soil Strength Parameters

Soil Type	Unit Weight (pcf) ¹	Cohesion (psf) ²	Phi (degrees)
Fat Clay (CH)	120	50	19
Shaley Clay	125	225	15
New Fill	125	250	26
Shale	130	500	12
Reinforced Zone	135	1,500	35

¹ pounds per cubic foot

² pounds per square foot

Under long-term conditions, a minimum factor of safety (FS) of 1.3 is required if the failure arc does not intercept a structure. **Our analysis indicates that the proposed configuration has a sufficient factor of safety in the long-term scenario; however, the external stability analysis, as discussed in Section 7.2,**

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indicates that additional measures will be required to satisfy a safe factor of safety against sliding. The proposed/modeled MSE wall configuration global stability output is attached as Figure 4, and the results are summarized in Table 7.2.

Table 7.2 – Global Slope Stability Factors of Safety – Proposed Conditions

Cross Section	Configuration	Factor of Safety		Acceptable Factor of Safety (Yes/No)	Figure Designation
		Required	Calculated		
A-A (STA 15+50)	Long-Term, Proposed	1.3	1.3	Yes	Figure 4

Changes or modifications from the provided layouts or configurations may require further analyses by SCI.

7.2 External Global Stability Analysis

SCI performed an external stability analysis for the MSE retaining wall to evaluate eccentricity, overturning, sliding, and short-term and long-term bearing capacity. The results of the analysis indicate that sliding controls the design. This is due to the shaley soil encountered and the tall and steep backslope. **Additional embedment and an extended reinforcement length beyond typical practice is recommended to achieve an adequate FS to resist sliding as summarized in Table 7.3. Sliding is particularly challenging between Station (STA) 14+60 to 21+05. To improve the FS against sliding in this section, we recommend a removal of the soils underlying the reinforced zone within this section to have a minimum embedment of 2 feet into the hard shale, which was encountered at a depth of 5.5 feet (approximate elevation of 528.5 in B-2). The overexcavation should be backfilled with shot rock in accordance with Section 1010 of St. Louis County’s Standard Specifications for Road and Bridge Construction, or an equivalent approved by SCI.**

From STA 13+80 to 14+60 and STA 21+05 to 22+13 we recommend a minimum of 2 feet of Missouri Department of Transportation (MoDOT) Type 5, or similar crushed rock should be placed below the retaining wall to assist with sliding resistance and reduce the risk of excessive heave or shrinkage associated with the expansive clays. Table 7.3 shows our minimum recommendations for construction of the planned MSE wall embedment, reinforcing strip length, factored bearing capacities vs. required bearings, and factor of safety against sliding based on the recommended reinforced strip length and the modeled soil and shale parameters.

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Table 7.3 – New MSE Wall Design Recommendations

Station	Approximate Wall Height (feet) ¹	Embedment (feet)	Resistance Factors (Φ)	Design Values		Bearing Capacity Strength Limit State** ($q_R \geq q_{V-F}$)		Factor of Safety Static Sliding ($FS \geq 1$)
				Foundation Soil Phi Angle (Deg.)	Minimum Reinforcing Strip Length (feet)*	q_R (ksf)	q_{V-F} (ksf)	
13+80 to 14+60	≤ 5	2.5 below the lowest adjacent grade ²	0.40	22	1.5xH	2.9	0.96	1.02
14+60 to 21+05	6-12.5	2 feet into hard shale	0.40	38	1.1xH	24.9	4.03	1.02
21+05 to 22+13	≤ 5.5	2.5 below the lowest adjacent grade ²	0.40	19	1.7xH	2.5	1.13	1.01

¹Exposed height plus embedment depth.

²Assumes a minimum of 2 feet of Type 5 aggregate below the reinforced zone.

*Length as a function of total wall height.

**Assumes reinforcement zone base is bearing in remediated material as described herein.

We recommend the reinforced zone backfill material used for structural applications be homogeneous in accordance with the following MoDOT guidelines, as shown in Table 7.4.

Table 7.4 – Select Granular Backfill Gradation

Sieve Size	Percent Passing by Weight (Mass)
4-inch (100 mm)	100
No. 40 (425 μ m)	0-60
No. 200 (75 μ m)	0-10

The bearing capacities of the MSE walls were checked using methodologies discussed in FHWA publication *FHWA-NHI-10-024 Design and Construction of Mechanically Stabilized Earth Walls and Reinforced Soil Slopes – Volume I*. The appropriate resistance factors for the MSE wall evaluation were obtained from the *2012 AASHTO LRFD Bridge Design Specification*.

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An allowance should be made in the construction budget for overexcavation of retaining wall footings. If soft subgrade soils are encountered at overexcavation bearing depths, they should be undercut to medium stiff or stiffer soil or shale bedrock and replaced with suitable fill placed and compacted as prescribed herein. Retaining wall footings, proportioned and constructed as recommended above, are expected to settle approximately 1 inch or less.

7.3 Fat Clay Considerations

Fat clay, that is potentially expansive, was encountered at or near planned subgrade elevations for the retaining wall, walkway, and pavements. Additionally, the shaley clay can present a risk for sliding of retaining walls. We recommend removing fat clay or shaley clay to a minimum depth of at 2 feet below the retaining wall. If the retaining wall footings are undercut and replaced with a crushed rock layer as described in Section 7.2, then no further remediation should be needed for the retaining wall. Alternately, the overexcavation could be backfilled with lean concrete.

As an option to reduce long-term maintenance of the pavements, fat clay could also be remediated to a depth of 12 inches below the aggregate base of the new walkway or pavement sections.

Fat clay overexcavation at pavement and walkways may be backfilled with compacted lean clay (i.e., liquid limit less than 45 percent) or MoDOT Type 5 or similar crushed rock.

The proposed methods of fat clay remediation are based on generally accepted standards in the local engineering community. Clay properties, including plasticity, moisture content, unit weight, swell pressure, and mineralogy are variable and could, in some circumstances, be conducive to more severe swell pressures and volume change potential than can be mitigated by nominal treatment. Consequently, when building in an area where fat clay is present, the client should recognize that there is an inherent risk that damage associated with shrink or swell of the soil could occur, even with remedial treatment of subgrade soil.

7.4 Undocumented Fill

Undocumented fill was encountered during exploration under the roadway borings. This fill appears to be related to the existing road construction. The consistency and moisture content of the fill indicate the fill has received some compaction effort. Based on the results of field and laboratory testing, the age of the fill, and the anticipated grading and improvements, the risk associated with supporting the new pavement on the fill is judged to be low with proper proofrolling and treatment as described in Section 8.1 and 8.2.

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7.5 Lateral Earth Pressures

An above grade retaining wall with a maximum exposed height on the order of 10 to 12 feet is planned for a section of the project. The maximum toe pressure for below-grade walls should not exceed the factored maximum applied bearing pressures provided in Section 7.2.

The retaining wall should be designed to withstand lateral earth pressures caused by the weight of the backfill behind the wall, including the slope behind the wall. We recommend the equivalent fluid unit weights tabulated below for lateral earth pressures, in pounds per cubic foot (pcf), be used in the design of the wall. The indicated values assume that positive drainage is provided to prevent buildup of hydrostatic pressure. Fat clay should not be used as retaining wall backfill. Values for granular material should only be used if the granular backfill extends upwards and outwards the full height of the wall at a slope of 45 degrees or flatter from its base. In this case, exterior granular backfill should be capped with approximately 2 feet of cohesive soil to reduce the potential for surface water infiltration into the granular backfill. With clean granular backfill, filter fabric, such as Mirafi 140N, should be placed along the interface between the soil and granular backfill, and above the granular backfill, to reduce the potential for infiltration of the soil into the granular material.

Table 7.5 – Recommended Lateral Earth Pressures

Backfill Type	Equivalent Fluid Unit Weights	
	At-Rest Earth Pressures (pcf)	Active Earth Pressures (pcf)
Cohesive Soil	70	50
Granular Material (1-inch minus)	60	40
Free-Draining, Granular Material (1-inch clean)	50	30

At-rest earth pressures should be used for restrained or fixed-head walls that are restricted from rotation, such as loading dock or basement walls connected to floor joists or beams, or a wing wall attached to a basement wall. Active earth pressures should be used for free-head walls where the base remains fixed and deflection at the top of the wall of approximately 1 inch for each 10 feet of wall height is allowed, such as a retaining wall.

The above values are applicable when the surface of the backfill behind the wall is horizontal. Upward sloped backfill will result in increased values and should be considered for this project.

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A passive soil resistance modeled by an equivalent fluid unit weight of 250 pcf may be used for native soil against the face of the exterior base or a key below the base of the wall. The upper 2 feet of soil backfilled against the face of the walls and uncontrolled backfill soils should be ignored when calculating the lateral resistance. Lower passive pressure should be used if the ground surface slopes downward away from the face of the wall.

Drainage for the retaining wall is critical to help prevent future wall and slope movement. We recommend that the retaining wall be provided with a drainage system. At a minimum, a 4-inch diameter, perforated drainpipe should be used and placed at foundation level. Granular drainage material, consisting of 1-inch clean crushed rock, classified as GP by ASTM D 2487, with less than 5 percent of the rock passing the No. 200 sieve, should be placed a minimum of 6 inches to each side and above the drainage pipe. Synthetic filter fabric, such as Mirafi 140N or equivalent, should encapsulate the drainpipe and granular drainage material. The pipe should be sloped to drain by gravity to daylight or to an approved discharge point. Alternately, drainage can be provided directly through weepholes, spaced on approximately 10-foot centers, without a drainpipe, provided that filter fabric is used, or other measures are taken, to prevent the granular backfill from migrating out through the weepholes.

8.0 CONSTRUCTION CONSIDERATIONS

The construction activities should be performed in accordance with the current *St. Louis County Standard Specifications for Road and Bridge Construction* and any pertinent Special Provisions or policies.

8.1 Site Preparation

The existing pavements and retaining wall, to be removed, should be demolished and removed, along with their associated backfill. Excavations resulting from the removal of existing improvements should be backfilled with engineered fill in accordance with Section 8.2.

Areas to be cut or to receive fill should be stripped of any surface vegetation and organic topsoil. The strippings should be removed and stockpiled for later placement in landscaped or common ground areas, as appropriate.

After site grading and excavation, the site should be proofrolled with a loaded tandem-axle dump truck, or similar, by systematically passing over the subgrade to achieve complete coverage and observing the subgrade for pockets of excessively soft, wet, or disturbed soil, or otherwise unacceptable materials.

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In particular, any soft areas within the existing fill to remain in place should be identified during this process. If a proofroll is not able to be performed at the retaining wall footings due to limited access or project site constraints, then SCI should assess and inspect the exposed retaining wall subgrade by visual observation and probing.

Soft areas or otherwise unacceptable materials, if encountered, should be removed and replaced with structural fill or stabilized prior to placing additional fill. If removal of soft soils is impractical due to their excessive depth, they should be stabilized or “bridged over” in a manner approved by SCI. “Bridging” of the soft soils can often be accomplished by placing a geofabric, such as Mirafi HP270, or a geogrid such as Tensar HX-145, or equivalents, then placing compacted crushed minus gradation rock. The thickness and gradation of the crushed rock should be evaluated by SCI personnel in the field on a case-by-case basis; however, thicknesses of 1 to 2 feet are common.

8.2 Fill Materials and Compaction

Structural fill should be placed in maximum 6-inch-thick loose lifts and mechanically compacted to at least 90 percent of its Modified Proctor maximum dry density (ASTM D 1557). Aggregate base course should be compacted to at least 95 percent its Modified Proctor. Acceptable non-organic fill soils include materials designated CL, ML, CL-ML, GC, GM, and GC-GM by ASTM D 2487.

Prior to compaction, the soil may require moisture adjustment. During warm weather, moisture reduction can generally be accomplished by disking or otherwise aerating the soil. When air drying is not feasible, a moisture reducing chemical additive, such as hydrated lime, could be incorporated into the soil. During dry weather, some addition of moisture may be required to facilitate compaction. This should also be done in a controlled manner using a tank truck with a spray bar. The moistened soil should be thoroughly blended with a disk or pulverizer to produce a uniform moisture content. If construction is performed during the winter season, fill materials should be carefully observed to see that no frozen soil is placed as fill or remains in the base materials upon which fill is placed.

Backfill for the retaining wall may consist of lean clay, 1-inch minus crushed limestone, or controlled low strength material. We advise performing field density tests on at least every other lift to monitor compaction. As an alternate, we suggest using 1-inch clean crushed limestone to provide improved drainage and to reduce lateral pressures on the walls. Due to a slight risk of migration of soil fines into the clean rock, a synthetic filter fabric, such as Mirafi 140N or equivalent, should be placed between the soil

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face of the excavation and the crushed limestone. If clean rock is used, it may be placed in 2-foot-thick lifts and tamped or tracked to achieve adequate densification. Exterior clean rock backfill should be capped with cohesive soil to reduce the potential for surface water infiltration and should also be drained to daylight, or to a sump with a pump.

Shot rock should be placed in horizontal lifts not exceeding 12 inches. The maximum shot rock dimension should be limited to 6-inches. Shot rock should be compacted with a D8 dozer, heavy vibratory roller, or other equipment acceptable to SCI. Compaction testing of these materials will not be practical using conventional methods (i.e., nuclear density gauge or drive tubes), due to the particle size; therefore, compaction is usually based on a performance guideline in the field. Poorly compacted areas can generally be detected by observing the fill subgrade during the passing of a loaded scraper or compactor over the fill area and should be recompacted with additional passes or removed and replaced with more stable material. As a guide, we anticipate that a minimum of four tracked passes of a D8 dozer, or equivalent, would be required to achieve proper compaction. We recommend full-time monitoring of rubble fill placement by SCI personnel.

Backfill placed next to walls should be compacted with hand operated equipment and not large, self-propelled or machine operated equipment, which could result in potential overcompaction and higher lateral pressures. Compaction should be reduced within approximately 1 foot of the walls, and the walls should be observed periodically for signs of movement. If movement is detected, it may be necessary to provide bracing and/or change backfill procedures.

In addition to the minimum density requirements listed above, the soil must be stable, i.e., not “pumping” or rutting excessively under construction traffic, prior to placing additional fill or constructing foundations or pavements. Field density tests should be performed on each lift of fill to document that proper compaction is achieved.

8.3 Subgrade Considerations

The pavement and sidewalk subgrades may be subjected to construction traffic and exposure to weather for an extended time during construction. Unsuitable or soft subgrade soils should be remediated prior to construction; a proofroll should be performed prior to placing fill in both cut and fill areas and recompact the subgrade immediately prior to placing crushed rock for new pavement or walkways. In addition,

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subgrades covered with crushed rock may be slow to dry if precipitation occurs after placing the crushed rock. Therefore, we recommend that proofrolling and placement of crushed rock be done as close to the time of paving as is practical.

Special measures may be required to facilitate construction during wet or cold weather, or where excessive areas of soft soils are identified. These measures may include, but are not limited to, the addition of lime to the subgrade soils for drying purposes, or the removal of soft spongy soils and their replacement with crushed rock. Soft areas should be selectively undercut and backfilled with properly compacted cohesive soil. A geotechnical stabilization fabric, such as Mirafi HP270, Tensar HX145, or equivalent, may be used to help stabilize particularly soft areas. Where possible, the subgrade should be sloped to provide drainage.

8.4 Shallow Foundation Excavations

SCI should observe all retaining wall footing excavations for problematic areas, such as soft zones, or areas of unremediated expansive clay or unsuitable existing fill, prior to placing new fill or concrete. Over-excavation and replacement with suitable structural fill should be performed where inadequate bearing materials are present in footing excavations.

The base of all excavations should be clean, free of loose soil or uncompacted fill, relatively dry, and maintained near their optimum moisture content. Excavations should be protected from extreme temperatures, precipitation, and construction disturbances. To reduce the possibility of desiccation or saturation of the foundation soils, we recommend that the concrete be placed as soon as possible after excavations are made.

Groundwater is not anticipated to significantly influence construction. However, in most situations, small amounts of groundwater seepage into the excavations can be handled by means of gravity ditching and a sump pump. If greater flows are experienced, SCI should be retained to provide additional consultation.

8.5 Excavation Bracing Requirements

In the *Federal Register*, Volume 54, No. 209 (October 1989), the United States Department of Labor, Occupational Safety and Health Administration (OSHA) amended its "Construction Standards for Excavations, 29 CFR, Part 1926, Subpart P". All operations should be performed under the supervision of qualified site personnel in accordance with OSHA regulations. The contractor is solely responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the

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excavations as required to maintain stability of both the excavation sides and bottom. The contractor's "responsible person," as defined in 29 CFR Part 1926, should evaluate the soil exposed in the excavations as part of the contractor's safety procedures. In no case should slope height, sloped inclination, or excavation depth, including utility trench excavation depth, exceed those specified in local, state, and federal safety regulations.

SCI is providing this information solely as a service to our client. SCI does not assume responsibility for construction site safety or the contractor's or other party's compliance with local, state, and federal safety or other regulations.

8.6 Construction Monitoring Program

The following list summarizes SCI's recommendations for a construction monitoring program. These services are recommended to provide quality assurance in assessing design assumptions and to document earth-related construction procedures for compliance with plans, specifications, and good engineering practice. SCI should be retained to:

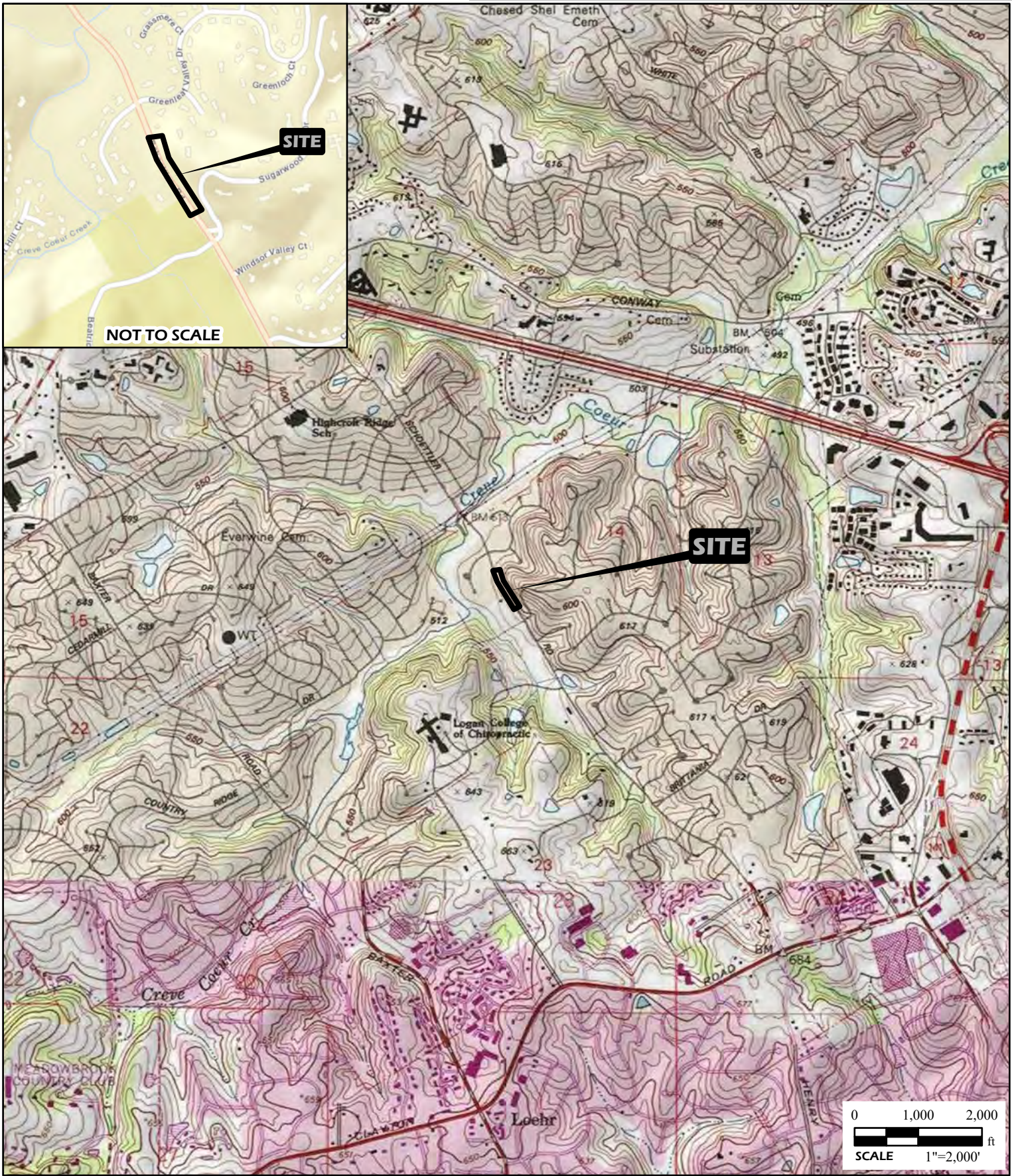
- Participate in a formal preconstruction meeting with the Owner's Representative, Civil Engineer, and Contractor, prior to construction at the site.
- Observe site preparation activities prior to construction, including stripping and proofrolling.
- Conduct and document weekly and precipitation-event observations at the site, maintain and update on-site paperwork, and provide submittals required by the SWPPP and Land Disturbance Permit.
- Assess the suitability of potential fill materials, including both on-site and off-site sources.
- Monitor placement and compaction of structural fill and backfill.
- Observe the retaining wall, pavement and sidewalk subgrade to assess the impact of existing fill and expansive clay soils, and to recommend the extent of remedial measures.
- Observe pavement and sidewalk subgrade preparation and provide observation and testing services for the base course and pavement section.
- Check the thickness of pavement sections.
- Provide quality assurance testing of structural concrete and pavement materials.

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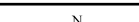
9.0 LIMITATIONS

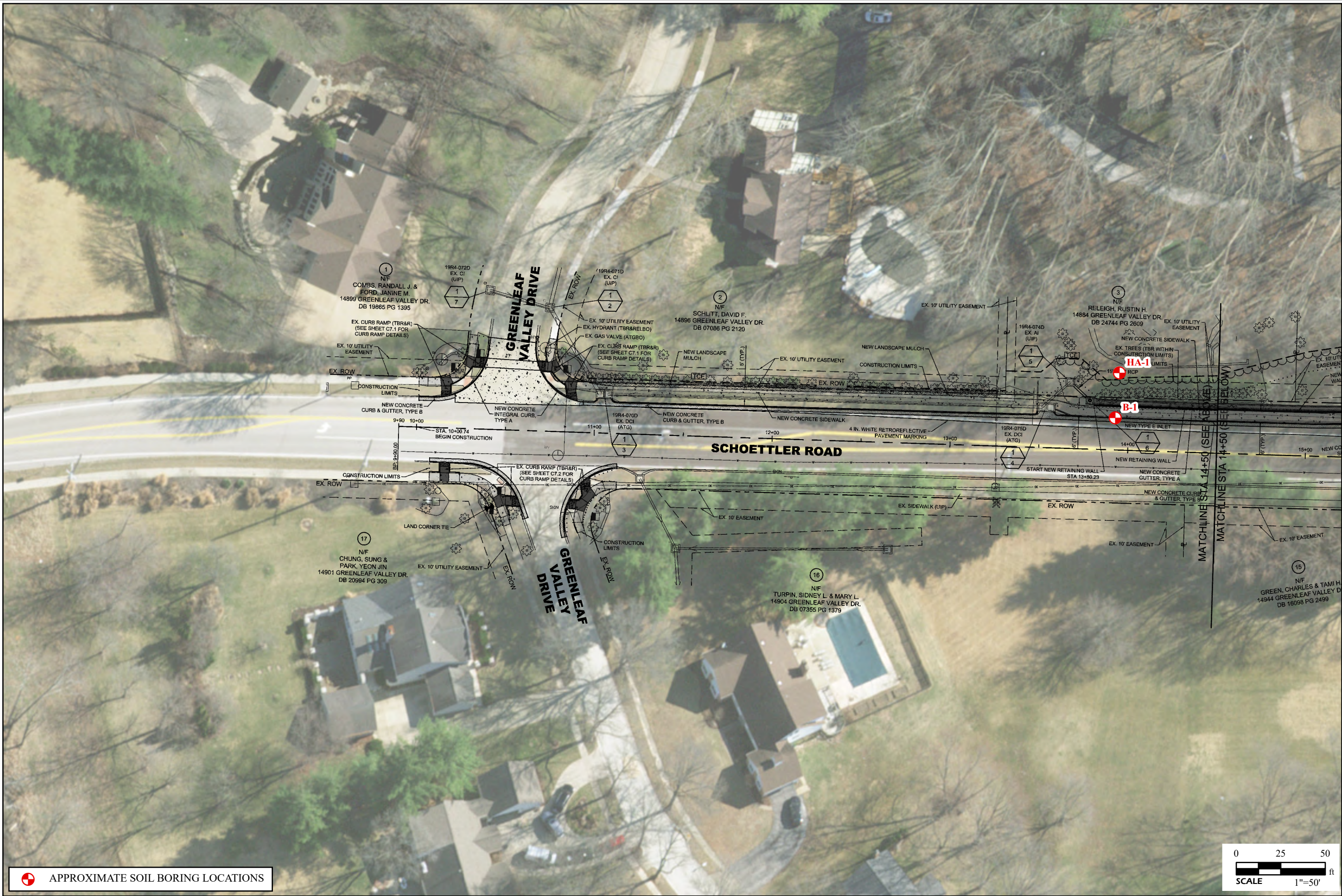
The recommendations provided herein are for the exclusive use of H&S and are solely specific to the project described herein. Recommendations and considerations given herein are based on subsurface data obtained at the specific exploration locations within the project area, our understanding of the project as described herein, and geotechnical engineering practice consistent with the standard of care. No other warranty is expressed or implied. SCI should be contacted if conditions encountered during construction are not consistent with those described.



	PROJECT NAME			<u>GENERAL NOTES/LEGEND</u>		
	SCHOETTTLER ROAD SIDEWALK TAP5410(636) CHESTERFIELD, MISSOURI			USGS TOPOGRAPHIC MAP CHESTERFIELD, MISSOURI QUADRANGLE DATED 1994 10' CONTOURS		
	VICINITY AND TOPOGRAPHIC MAP			MANCHESTER, MISSOURI QUADRANGLE DATED 1954 REVISED 1993 10" CONTOURS		
	DRAWN BY	ACV	FIGURE DATE	JOB NUMBER	STREET MAP HTTP://GOTO.ARCGISONLINE.COM/MAPS/WORLD_STREET_MAP	
CHECKED BY	TJB	04/02/2024	2023-1670.10			
						FIGURE 1



	PROJECT NAME			<u>GENERAL NOTES/LEGEND</u>		 FIGURE 2
	SCHOETTLER ROAD SIDEWALK TAP5410(636) CHESTERFIELD, MISSOURI			 APPROXIMATE SOIL BORING LOCATIONS		
	AERIAL PHOTOGRAPH			AERIAL PHOTOGRAPH OBTAINED FROM ARCGIS ONLINE, WORLD IMAGERY.		
	DRAWN BY	ACV	FIGURE DATE	JOB NUMBER	DIMENSIONS AND LOCATIONS ARE APPROXIMATE; ACTUAL MAY VARY. DRAWING SHALL NOT BE USED OUTSIDE THE CONTEXT OF THE REPORT FOR WHICH IT WAS GENERATED.	
	CHECKED BY	TJB	01/17/2025	2023-1670.10		



GENERAL NOTES/LEGEND

PLAN DATED 09/18/2025 BY HORNER & SHIRIN.

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PROJECT NAME

SCHOETTLE ROAD SIDEWALK TAP5410(636)
CHESTERFIELD, MISSOURI

SITE PLAN

JOB NUMBER

2023-1670.10

FIGURE DATE

12/11/2025

DRAWN BY

ACV

CHECKED BY

JWU

FIGURE

3.1



APPROXIMATE SOIL BORING LOCATIONS

APPROXIMATE GLOBAL STABILITY CROSS-SECTION LOCATION



PLAN DATED 09/18/2025 BY HORNER & SHUPIN, INC.

DIMENSIONS AND LOCATIONS ARE APPROXIMATE; ACTUAL MAY VARY. DRAWING SHALL NOT BE USED OUTSIDE THE CONTEXT OF THE REPORT FOR WHICH IT WAS GENERATED.

GENERAL NOTES/LEGEND

PROJECT NAME

SCHOETTTLER ROAD SIDEWALK TAP5410(636)
CHESTERFIELD, MISSOURI

SITE PLAN

JOB NUMBER

2023-1670.10

FIGURE DATE

12/11/2025

DRAWN BY

ACV

CHECKED BY

JWU

FIGURE

3.2



GENERAL NOTES/LEGEND

PROJECT NAME
SCHOETTLE ROAD SIDEWALK TAP5410(636)
CHESTERFIELD, MISSOURI

SITE PLAN

JOB NUMBER
2023-1670.10

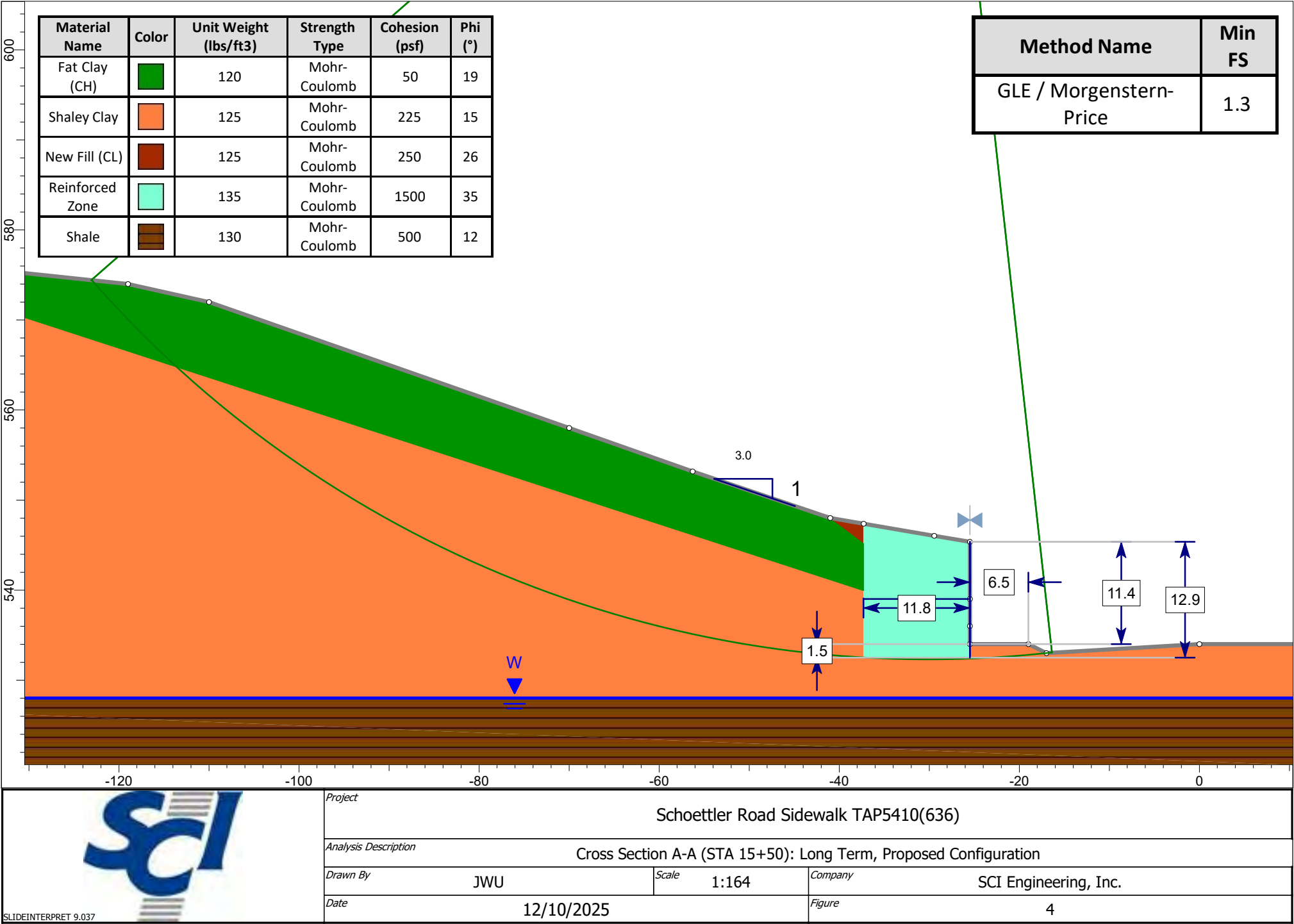
FIGURE DATE
12/11/2025

DRAWN BY
ACV

CHECKED BY
JWU

FIGURE
3.3

PLAN DATED 09/18/2025 BY HORNER & SHIRIN.
DIMENSIONS AND LOCATIONS ARE APPROXIMATE; ACTUAL MAY VARY. DRAWING SHALL NOT BE USED OUTSIDE THE CONTEXT OF THE REPORT FOR WHICH IT WAS GENERATED.



Project			
Schoettler Road Sidewalk TAP5410(636)			
Analysis Description			
Cross Section A-A (STA 15+50): Long Term, Proposed Configuration			
Drawn By	JWU	Scale	1:164
		Company	SCI Engineering, Inc.
Date	12/10/2025	Figure	4

Appendix A



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HAND AUGER LOG

LEGEND AND NOMENCLATURE

Items shown in Hand Auger Logs refer to the following:

(Where shown in parenthesis, sampling and testing were performed in general accordance with applicable ASTM standard methods or practices.)

1. **Depth** - Depth below ground surface (feet).
2. **Field Sample/Test** - Types designated by letters.
 - DT** - Drive tube sample, relatively undisturbed, obtained by driving 2-inch diameter, thin-walled tube (ASTM D 2937).
 - BS** - Bag sample, disturbed.
 - JS** - Jar sample, disturbed.
 - PP** - Pocket penetrometer: approximation of shear strength of unconfirmed compression test (ksf – kips per square foot).
 - SV** - Shear vane field test to measure strength of cohesive soil by pushing or driving a 19 or 33 mm diameter vane, and then shearing by torquing soil in existing and remolded states (ASTM D 4648).
 - Vane Shear Strength** - Shear strength of soil expressed as the peak strength (existing state/residential strength (remolded state)
3. **Description** - Description according to the Unified Soil Classification: Description indicates soil constituents and other classification characteristics (ASTM D 2488). A line indicates approximate location of stratigraphic change between soil types and the transition may be gradual.
4. **Laboratory Test Results**
 - Natural moisture content (ASTM D 2216).
 - Dry density in pounds per cubic foot (pcf).
 - Unconfined compressive strength (ASTM D 2166) in kips per square foot (ksf).
 - Liquid limit (ASTM D 4318) in percent.
 - Plastic limit (ASTM D 4318) in percent.

BORING LOG



PROJECT Schoettler Road Sidewalk TAP5410(636)

LOCATION Chesterfield, Missouri

DRILLER Midwest Drilling, Inc.

EQUIPMENT CME-550 w/CFA

BORING NUMBER B-1

SHEET 1 of 1

PROJECT NO. 2023-1670.10

DATE DRILLED 04/08/2024

HAMMER Automatic

ELEVATION 526±

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/in)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
3	1	SS	10/18	3	5" ASPHALTIC CONCRETE			24		3.0				525
				3	4" CRUSHED ROCK									
				3	FILL: Brown and gray, lean clay, trace crushed rock									
6	2	SS	17/18	4	FAT CLAY (CH): Brown, with gray, trace fine- to coarse-grained sand			22		8.0				522
				4										
				5										
9	3	ST	21/24		SHALEY FAT CLAY (CH): Brown, with gray		1	22	104.3		3.9	56	38	519
12	4	SS	15/18	4	CLAYEY SHALE: Tan and gray			23		6.5				516
				5										
				26										
15	5	SS	6/6	40	Auger refusal at 15 feet on shale.			15		>9.0				510
				50/0"										
18														507

WATER LEVEL:

X

NONE OBSERVED WHILE DRILLING

ft WHILE DRILLING

ft HRS AFTER DRILLING

ft DAYS AFTER DRILLING

REMARKS:

1) Percent passing the number 200 sieve: 97.8%

BORING LOG



PROJECT Schoettler Road Sidewalk TAP5410(636)

LOCATION Chesterfield, Missouri

DRILLER Midwest Drilling, Inc.

EQUIPMENT CME-550 w/CFA

BORING NUMBER B-2

SHEET 1 of 1

PROJECT NO. 2023-1670.10

ELEVATION 534±

DATE DRILLED 04/08/2024

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/in)	BLOWS (per 6 in)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (ksf)	LIQUID LIMIT	PLASTICITY INDEX	
3	1	SS	12/18	3	6" ASPHALTIC CONCRETE		1	20	124.5	>9.0	4.9	47	24	531
				3	4" CRUSHED ROCK									
	2	ST	15/15	4	FILL: Brown and gray, lean clay									
					SHALEY LEAN CLAY (CL): Tan and gray, few fine- to coarse-grained sand									
6	3	SS	3/3	50/3"	SHALE: Gray		6			-				528
9	4	SS	2/2	50/2"			5			-				525
12					Becomes tan to light brown									522
15					Auger refusal at 13 feet on shale.									519
18														516

WATER LEVEL:

X

NONE OBSERVED WHILE DRILLING

ft WHILE DRILLING

ft HRS AFTER DRILLING

ft DAYS AFTER DRILLING

REMARKS:

1) Percent passing the number 200 sieve: 94.5%

BORING LOG



PROJECT Schoettler Road Sidewalk TAP5410(636)

LOCATION Chesterfield, Missouri

DRILLER Midwest Drilling, Inc.

EQUIPMENT Skid Steer Rig

BORING NUMBER B-3

SHEET 1 of 1

PROJECT NO. 2023-1670.10

ELEVATION 556±

DATE DRILLED 04/08/24

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/in)	FIELD VANE SHEAR STRENGTH (ksf)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (KSF)	LIQUID LIMIT	PLASTICITY INDEX	
3	1	PUSH	17/18	0.2	3" TOPSOIL FAT CLAY (CH): Brown			23				59	40	555
	2	PUSH	4/18		SHALEY FAT CLAY (CH): Tan and gray			11						552
	3	GRAB						11						549
	4	GRAB						10						546
12					Auger refusal at 11 feet on shale.		1							543
15														540
18														537

WATER LEVEL:

X

NONE OBSERVED WHILE DRILLING

ft WHILE DRILLING

ft HRS AFTER DRILLING

ft DAYS AFTER DRILLING

REMARKS:

1) Shale present at the bottom of the auger at 11 feet.



HAND AUGER LOG

PROJECT Schoettler Road Sidewalk TAP5410(636)

LOCATION Chesterfield, Missouri

DRILLER SCI Engineering, Inc.

EQUIPMENT Hand Auger

BORING NUMBER HA-1

SHEET 1 of 1

PROJECT NO. 2023-1670.10

DATE DRILLED 04/08/2024

HAMMER N/A

ELEVATION 531±

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/in)	FIELD VANE SHEAR STRENGTH (ksf)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (KSF)	LIQUID LIMIT	PLASTICITY INDEX	
3	1	BS		1.7	4" TOPSOIL POORLY GRADED SAND (SP): Gray and brown, fine- to coarse-grained			15						528
	2	BS		2.0	LEAN CLAY (CL): Dark brown FAT CLAY (CH): Brown			26						
	3	BS		0.5				25						
	4	BS		0.8				27						
	5	BS		1.8	SHALEY FAT CLAY (CH): Brown, with fine to coarse gravel			23						
6					Boring terminated at 5 feet.									525
9														522
12														519
15														516
18														513

WATER LEVEL:

X

NONE OBSERVED WHILE DRILLING

ft WHILE DRILLING

ft HRS AFTER DRILLING

ft DAYS AFTER DRILLING

REMARKS:



HAND AUGER LOG

PROJECT Schoettler Road Sidewalk TAP5410(636)

BORING NUMBER HA-2

LOCATION Chesterfield, Missouri

SHEET 1 of 1

DRILLER SCI Engineering, Inc.

HAMMER N/A

EQUIPMENT Hand Auger

ELEVATION 547±

PROJECT NO. 2023-1670.10

DATE DRILLED 04/08/2024

DEPTH (ft)	SAMPLE				DESCRIPTION (UNIFIED SOIL CLASSIFICATION)	GRAPHIC	SEE REMARK NO.	LABORATORY TEST RESULTS						ELEVATION (ft)
	NUMBER	TYPE	RECOVERY (in/in)	FIELD VANE SHEAR STRENGTH (ksf)				MOISTURE CONTENT (%)	DRY DENSITY (pcf)	HAND PENETROMETER (ksf)	UNCONFINED COMPRESSIVE STRENGTH (KSF)	LIQUID LIMIT	PLASTICITY INDEX	
3	1	BS		1.8	FAT CLAY (CH): Light brown			22						546
	2	BS		1.4	Becomes grayish-brown			18				55	31	
	3	BS		0.6				18						
	4	BS		0.8	SHALEY FAT CLAY (CH): Light grayish-brown, with shale			14						
	5	BS		0.4				12						
6					Hand auger refusal at 4.5 feet.									
														540
9														537
12														534
15														531
18														528

WATER LEVEL:

X

NONE OBSERVED WHILE DRILLING

ft WHILE DRILLING

ft HRS AFTER DRILLING

ft DAYS AFTER DRILLING

REMARKS:

Important Information about This Geotechnical-Engineering Report

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

The Geoprofessional Business Association (GBA) has prepared this advisory to help you – assumedly a client representative – interpret and apply this geotechnical-engineering report as effectively as possible. In that way, you can benefit from a lowered exposure to problems associated with subsurface conditions at project sites and development of them that, for decades, have been a principal cause of construction delays, cost overruns, claims, and disputes. If you have questions or want more information about any of the issues discussed herein, contact your GBA-member geotechnical engineer. Active engagement in GBA exposes geotechnical engineers to a wide array of risk-confrontation techniques that can be of genuine benefit for everyone involved with a construction project.

Understand the Geotechnical-Engineering Services Provided for this Report

Geotechnical-engineering services typically include the planning, collection, interpretation, and analysis of exploratory data from widely spaced borings and/or test pits. Field data are combined with results from laboratory tests of soil and rock samples obtained from field exploration (if applicable), observations made during site reconnaissance, and historical information to form one or more models of the expected subsurface conditions beneath the site. Local geology and alterations of the site surface and subsurface by previous and proposed construction are also important considerations. Geotechnical engineers apply their engineering training, experience, and judgment to adapt the requirements of the prospective project to the subsurface model(s). Estimates are made of the subsurface conditions that will likely be exposed during construction as well as the expected performance of foundations and other structures being planned and/or affected by construction activities.

The culmination of these geotechnical-engineering services is typically a geotechnical-engineering report providing the data obtained, a discussion of the subsurface model(s), the engineering and geologic engineering assessments and analyses made, and the recommendations developed to satisfy the given requirements of the project. These reports may be titled investigations, explorations, studies, assessments, or evaluations. Regardless of the title used, the geotechnical-engineering report is an engineering interpretation of the subsurface conditions within the context of the project and does not represent a close examination, systematic inquiry, or thorough investigation of all site and subsurface conditions.

Geotechnical-Engineering Services are Performed for Specific Purposes, Persons, and Projects, and At Specific Times

Geotechnical engineers structure their services to meet the specific needs, goals, and risk management preferences of their clients. A geotechnical-engineering study conducted for a given civil engineer

will not likely meet the needs of a civil-works constructor or even a different civil engineer. Because each geotechnical-engineering study is unique, each geotechnical-engineering report is unique, prepared *solely* for the client.

Likewise, geotechnical-engineering services are performed for a specific project and purpose. For example, it is unlikely that a geotechnical-engineering study for a refrigerated warehouse will be the same as one prepared for a parking garage; and a few borings drilled during a preliminary study to evaluate site feasibility will not be adequate to develop geotechnical design recommendations for the project.

Do not rely on this report if your geotechnical engineer prepared it:

- for a different client;
- for a different project or purpose;
- for a different site (that may or may not include all or a portion of the original site); or
- before important events occurred at the site or adjacent to it; e.g., man-made events like construction or environmental remediation, or natural events like floods, droughts, earthquakes, or groundwater fluctuations.

Note, too, the reliability of a geotechnical-engineering report can be affected by the passage of time, because of factors like changed subsurface conditions; new or modified codes, standards, or regulations; or new techniques or tools. *If you are the least bit uncertain about the continued reliability of this report, contact your geotechnical engineer before applying the recommendations in it. A minor amount of additional testing or analysis after the passage of time – if any is required at all – could prevent major problems.*

Read this Report in Full

Costly problems have occurred because those relying on a geotechnical-engineering report did not read the report in its entirety. Do not rely on an executive summary. Do not read selective elements only. *Read and refer to the report in full.*

You Need to Inform Your Geotechnical Engineer About Change

Your geotechnical engineer considered unique, project-specific factors when developing the scope of study behind this report and developing the confirmation-dependent recommendations the report conveys. Typical changes that could erode the reliability of this report include those that affect:

- the site's size or shape;
- the elevation, configuration, location, orientation, function or weight of the proposed structure and the desired performance criteria;
- the composition of the design team; or
- project ownership.

As a general rule, *always* inform your geotechnical engineer of project or site changes – even minor ones – and request an assessment of their impact. *The geotechnical engineer who prepared this report cannot accept*

responsibility or liability for problems that arise because the geotechnical engineer was not informed about developments the engineer otherwise would have considered.

Most of the “Findings” Related in This Report Are Professional Opinions

Before construction begins, geotechnical engineers explore a site’s subsurface using various sampling and testing procedures. *Geotechnical engineers can observe actual subsurface conditions only at those specific locations where sampling and testing is performed.* The data derived from that sampling and testing were reviewed by your geotechnical engineer, who then applied professional judgement to form opinions about subsurface conditions throughout the site. Actual sitewide-subsurface conditions may differ – maybe significantly – from those indicated in this report. Confront that risk by retaining your geotechnical engineer to serve on the design team through project completion to obtain informed guidance quickly, whenever needed.

This Report’s Recommendations Are Confirmation-Dependent

The recommendations included in this report – including any options or alternatives – are confirmation-dependent. In other words, they are not final, because the geotechnical engineer who developed them relied heavily on judgement and opinion to do so. Your geotechnical engineer can finalize the recommendations *only after observing actual subsurface conditions* exposed during construction. If through observation your geotechnical engineer confirms that the conditions assumed to exist actually do exist, the recommendations can be relied upon, assuming no other changes have occurred. *The geotechnical engineer who prepared this report cannot assume responsibility or liability for confirmation-dependent recommendations if you fail to retain that engineer to perform construction observation.*

This Report Could Be Misinterpreted

Other design professionals’ misinterpretation of geotechnical-engineering reports has resulted in costly problems. Confront that risk by having your geotechnical engineer serve as a continuing member of the design team, to:

- confer with other design-team members;
- help develop specifications;
- review pertinent elements of other design professionals’ plans and specifications; and
- be available whenever geotechnical-engineering guidance is needed.

You should also confront the risk of constructors misinterpreting this report. Do so by retaining your geotechnical engineer to participate in prebid and preconstruction conferences and to perform construction-phase observations.

Give Constructors a Complete Report and Guidance

Some owners and design professionals mistakenly believe they can shift unanticipated-subsurface-conditions liability to constructors by limiting the information they provide for bid preparation. To help prevent the costly, contentious problems this practice has caused, include the complete geotechnical-engineering report, along with any attachments or appendices, with your contract documents, *but be certain to note*

conspicuously that you’ve included the material for information purposes only. To avoid misunderstanding, you may also want to note that “informational purposes” means constructors have no right to rely on the interpretations, opinions, conclusions, or recommendations in the report. Be certain that constructors know they may learn about specific project requirements, including options selected from the report, *only* from the design drawings and specifications. Remind constructors that they may perform their own studies if they want to, and *be sure to allow enough time* to permit them to do so. Only then might you be in a position to give constructors the information available to you, while requiring them to at least share some of the financial responsibilities stemming from unanticipated conditions. Conducting prebid and preconstruction conferences can also be valuable in this respect.

Read Responsibility Provisions Closely

Some client representatives, design professionals, and constructors do not realize that geotechnical engineering is far less exact than other engineering disciplines. This happens in part because soil and rock on project sites are typically heterogeneous and not manufactured materials with well-defined engineering properties like steel and concrete. That lack of understanding has nurtured unrealistic expectations that have resulted in disappointments, delays, cost overruns, claims, and disputes. To confront that risk, geotechnical engineers commonly include explanatory provisions in their reports. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks. *Read these provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Geoenvironmental Concerns Are Not Covered

The personnel, equipment, and techniques used to perform an environmental study – e.g., a “phase-one” or “phase-two” environmental site assessment – differ significantly from those used to perform a geotechnical-engineering study. For that reason, a geotechnical-engineering report does not usually provide environmental findings, conclusions, or recommendations; e.g., about the likelihood of encountering underground storage tanks or regulated contaminants. *Unanticipated subsurface environmental problems have led to project failures.* If you have not obtained your own environmental information about the project site, ask your geotechnical consultant for a recommendation on how to find environmental risk-management guidance.

Obtain Professional Assistance to Deal with Moisture Infiltration and Mold

While your geotechnical engineer may have addressed groundwater, water infiltration, or similar issues in this report, the engineer’s services were not designed, conducted, or intended to prevent migration of moisture – including water vapor – from the soil through building slabs and walls and into the building interior, where it can cause mold growth and material-performance deficiencies. Accordingly, *proper implementation of the geotechnical engineer’s recommendations will not of itself be sufficient to prevent moisture infiltration.* Confront the risk of moisture infiltration by including building-envelope or mold specialists on the design team. *Geotechnical engineers are not building-envelope or mold specialists.*



Telephone: 301/565-2733

e-mail: info@geoprofessional.org www.geoprofessional.org

Project No. _____

Bidder's List Quote Summary

MoDOT and its subrecipients are recipients of federal funds and are required by 49 CFR 26.11, to provide data about its DBE program. The information listed below shall include the names of subcontractors, material suppliers, and service providers (e.g. hauling) and the corresponding NAICS codes for each firm, which may be obtained by using the search function at the following link: <https://www.census.gov/naics/>. Lastly, indicate if the firm's quote was used in the bid by Y or N. Additional sheets may be used. This information must be submitted with the bid.

[illegible]

Contractor Name: _____

Contractor Signature: _____

Date: _____

DBE Identification Submittal Form

(For Local Program Agency (LPA) Projects)

Job Number: TAP-5410(636)

Route: Schoettler Road

County: St. Louis

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 3rd 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)
			DBE Total:	Total %

**Cannot exceed contract amount for given item of work
Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm
Allowed amount of participation will be in accordance with 49 CFR Part 26.
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.

DBE Submittal Forms - LPA

- (6) **DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening. You may also use the Excel version located at:
https://epg.modot.org/forms/CM/DBE_Identification_Submittal_Form_LPA_Excel.xlsm

(A) DBE Contract Goal: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is **0%** of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

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

0 % OF TOTAL FEDERAL CONTRACT

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

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

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



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:	Total Subcontract/Purchase Order Amount:
Authorized DBE Representative (Name and Title):	NAICS Code(s) Related to the Items to be Sold/Leased:

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 ☐ NO¹

(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.)

¹ 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)? ☐ YES² ☐ NO³

- a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased? ☐ YES² ☐ NO³

² 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%.

³ 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: dbbe@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.

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Davis-Bacon and Related Act Provisions
- IV. Contract Work Hours and Safety Standards Act Provisions
- V. Subletting or Assigning the Contract
- VI. Safety: Accident Prevention
- VII. False Statements Concerning Highway Projects
- VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
- IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- X. Certification Regarding Use of Contract Funds for Lobbying
- XI. 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. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

The applicable provisions 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 or 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.

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

immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 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

The contractor and all subcontractors must comply with the following policies: 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, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 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, including any amendments thereto.

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.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, 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, including any amendments thereto, 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, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. 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. 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, 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 IV, 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/WHD/legacy/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 [29 CFR part 30](#), including any amendments thereto.

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 III. 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 journeyworkers 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 in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, 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](#).

IV. 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.

* \$33 as of January 15, 2025 (See 90 FR 1859) 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 III 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.

V. 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 this section 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 this section 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 longstanding 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).

VI. 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).

VII. 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."

VIII. 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.

IX. 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 to 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.

* * * * *

X. 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.

XI. 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** (40 U.S.C. sections 14501(d) and 14701
and the Appalachian Regional Commission Code as
authorized under 40 U.S.C. section 14302)

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 40 U.S.C. 14501 allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

FEDERAL AID PROVISIONS

December 1980

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

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

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

Goals

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

Goals for Minority Participation for Each Trade

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

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

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

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

for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

July 1986

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

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

performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.

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

trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.

- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.
- i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
- o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

- p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
- 8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
- 9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
- 10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
- 11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
- 12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
- 13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
- 14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
- 15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program).

OPERATING POLICY STATEMENT

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

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

SUPPLEMENTAL REPORTING REQUIREMENTS

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

NONDISCRIMINATION IN EMPLOYMENT

July 1990

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

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

The two pertinent exemption clauses are as follows:

60-1.5 Exemptions

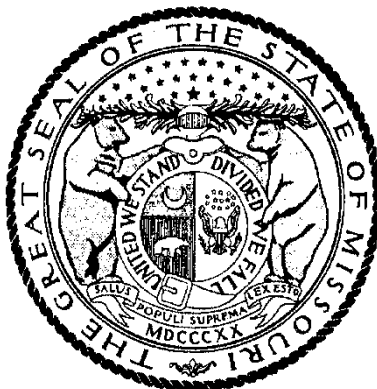
- (a) General – (1) Transactions of \$10,000 or under. Contracts and Subcontractors not exceeding \$10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure supplies or services in a manner so as to avoid applicability of the equal opportunity clause: Provided, that where a contractor has contracts or subcontracts with the Government in any 12-month period which have an aggregate total value (or can reasonably be expected to have an aggregate total value) exceeding \$10,000,

the \$10,000 or under exemption does not apply, and the contracts are subject to the order and the regulation issued pursuant thereto regardless of whether any single contracts exceeds \$10,000.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MIKE KEHOE, Governor

Annual Wage Order No. 33

Section 100
ST. LOUIS COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Logan Hobbs, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2026

Last Date Objections May Be Filed: April 9, 2026

Prepared by Missouri Department of Labor and Industrial Relations

ST. LOUIS COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$72.26
Boilermaker	\$44.93*
Bricklayer - Stone Mason	\$65.89
Carpenter	\$69.38
Lather	
Linoleum Layers & Cutter	
Millwright	
Pile Driver	
Cement Mason	\$61.40
Plasterer	
Communication Technician	\$67.84
Electrician (Inside Wireman)	\$79.41
Electrician (Outside Lineman)	\$44.93*
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Elevator Constructor	\$106.30
Glazier	\$71.63
Iron Worker	\$75.80
Laborer	\$58.92
Laborer - First Semi-Skilled	
Laborer - General	
Laborer - Second Semi-Skilled	
Laborer - Skilled	
Mason	\$57.31
Marble Finisher	
Marble Mason	
Terrazzo Finisher	
Terrazzo Worker	
Tile Finisher	
Tile Setter	
Operating Engineer	\$76.62
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group III - A	
Operating Engineer - Group IV	
Operating Engineer - Group V	
Painter	\$57.67
Plumber	\$83.99
Pipe Fitter	
Roofer/WaterProofer	\$62.13
Sheet Metal Worker	\$78.63
Sprinkler Fitter - Fire Protection	\$88.12
Truck Driver	\$44.93*
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters 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.

ST. LOUIS COUNTY

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$70.28
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$77.51
Outside - Groundman	
Outside - Groundman Tree Trimmer	
Outside - Lineman Operator	
Outside - Lineman Tree Trimmer	
Laborer	\$59.45
Laborer - General	
Laborer - Skilled	
Operating Engineer	\$76.52
Operating Engineer - Group I	
Operating Engineer - Group II	
Operating Engineer - Group III	
Operating Engineer - Group IV	
Truck Driver	\$40.45
Truck Control Service Driver	
Truck Driver, Teamsters Group I	
Truck Driver, Teamsters Group II	
Truck Driver, Teamsters Group III	
Truck Driver, Teamsters 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 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.

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Counties of
Adair, Andrew, Atchison, Audrain, Barry,
Barton, Bates, Benton, Bollinger, Boone,
Buchanan, Butler, Caldwell, Callaway,
Camden, Cape Girardeau, Carroll, Carter,
Cass, Cedar, Chariton, Christian, Clark,
Clay, Clinton, Cole, Cooper, Crawford,
Dade, Dallas, Daviess, De Kalb, Dent,
Douglas, Dunklin, Franklin, Gasconade,
Gentry, Greene, Grundy, Harrison, Henry,
Hickory, Holt, Howard, Howell, Iron,
Jackson, Jasper, Jefferson, Johnson,
Knox, Laclede, Lafayette, Lawrence,
Lewis, Lincoln, Linn, Livingston, Macon,
Madison, Maries, Marion, McDonald,
Mercer, Miller, Mississippi, Moniteau,
Monroe, Montgomery, Morgan, New Madrid,
Newton, Nodaway, Oregon, Osage, Ozark,
Pemiscot, Perry, Pettis, Phelps, Pike,
Platte, Polk, Pulaski, Putnam, Ralls,
Randolph, Ray, Reynolds, Ripley, Saline,
Schuyler, Scotland, Scott, Shannon,
Shelby, St Charles, St Clair, St
Francois, St Louis, St Louis City, Ste
Genevieve, Stoddard, Stone, Sullivan,
Taney, Texas, Vernon, Warren,
Washington, Wayne, Webster, Worth and
Wright

Heavy Construction

Highway Construction

Modification Number	Publication Date
1	01/09/2026
2	05/18/2026
3	07/30/2026
4	08/27/2026

CARP0002-002 05/01/2024

	Rates	Fringes
CARPENTERS (ST. LOUIS COUNTY AND CITY).....	\$ 41.71	21.85

CARP0005-006 05/01/2024

	Rates	Fringes
CARPENTERS: CARPENTERS & LATHERS (CASS (RICHARDS-GEBAUER AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES).....	\$ 44.63	22.40
CARPENTERS: MILLWRIGHTS & PILEDRIVERS (CASS		

(RICHARDS-GEBAUER AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES).....	\$ 44.63	22.40
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CARP0011-001 05/01/2024

	Rates	Fringes
CARPENTER AND PILEDRIVER (ADAIR, AUDRAIN (WEST OF HWY 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY, AND SULLIVAN COUNTIES).....	\$ 35.61	22.40
CARPENTER AND PILEDRIVER (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
CARPENTER AND PILEDRIVER (AUDRAIN (EAST OF HWY.19), RALLS, MARION, LEWIS, CLARK, AND SCOTLAND COUNTIES).	\$ 35.61	22.40
CARPENTER AND PILEDRIVER (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
CARPENTER AND PILEDRIVER (BENTON, MORGAN AND PETTIS).....	\$ 34.98	22.40
CARPENTER AND PILEDRIVER (BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD, AND WAYNE COUNTIES).....	\$ 35.37	22.40
CARPENTER AND PILEDRIVER (BUCHANAN, CLINTON, JOHNSON, AND LAFAYETTE COUNTIES).....	\$ 34.98	22.40
CARPENTER AND PILEDRIVER (CARTER, HOWELL, OREGON AND RIPLEY COUNTIES).....	\$ 34.04	22.40
CARPENTER AND PILEDRIVER (CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON, AND TEXAS COUNTIES).....	\$ 35.37	22.40
CARPENTER AND PILEDRIVER (FRANKLIN COUNTY).....	\$ 42.19	22.40
CARPENTER AND PILEDRIVER (JEFFERSON AND ST. CHARLES COUNTIES).....	\$ 42.19	22.40
CARPENTER AND PILEDRIVER (LINCOLN COUNTY).....	\$ 38.04	22.40
CARPENTER AND PILEDRIVER (PIKE, ST. FRANCOIS, AND WASHINGTON COUNTIES).....	\$ 36.13	22.40
CARPENTER AND PILEDRIVER (WARREN COUNTY).....	\$ 38.04	22.40

ELEC0001-002 06/22/2025

	Rates	Fringes
ELECTRICIANS (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).....	\$ 49.29	33.64

ELEC0002-001 08/31/2025

	Rates	Fringes
LINE CONSTRUCTION: EQUIPMENT OPERATOR (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.....	\$ 49.68	25.63
LINE CONSTRUCTION: GROUNDMAN & TRUCK DRIVER (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, SULLI.....		
	\$ 37.95	21.35
LINE CONSTRUCTION: LINEMAN & CABLE SPLICER (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, SULLIV.....		
	\$ 57.88	28.63

ELEC0053-005 08/31/2025

Rates

Fringes

LINE CONSTRUCTION: GROUNDMAN (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).....	\$ 35.86	25.88
LINE CONSTRUCTION: GROUNDMAN POWDERMAN (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).....	\$ 38.44	20.76
LINE CONSTRUCTION: LINEMAN (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).....	\$ 58.15	27.56
LINE CONSTRUCTION: LINEMAN OPERATOR (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).....	\$ 52.45	20.13
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ELEC0095-001 06/01/2025

	Rates	Fringes
ELECTRICIANS: CABLE SPLICERS (BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON, ST CLAIR, AND VERNON COUNTIES).....	\$ 25.40	12.19
ELECTRICIANS: ELECTRICIANS (BARRY, BARTON, CEDAR, DADE, JASPER, LAWRENCE, MCDONALD, NEWTON, ST CLAIR, AND VERNON COUNTIES).....	\$ 32.25	20.81

ELEC0124-007 09/01/2025

	Rates	Fringes
ELECTRICIANS (BATES, BENTON, CARROLL, CASS, CLAY, COOPER, HENRY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY AND SALINE COUNTIES:.).....	\$ 54.01	27.85

ELEC0257-003 03/01/2025

	Rates	Fringes
ELECTRICIANS: CABLE SPLICERS (AUDRAIN (EXCEPT CUIVRE TOWNSHIP), BOONE, CALLAWAY, CAMDEN, CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES, MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES).....	\$ 30.42	16.09
ELECTRICIANS: ELECTRICIANS (AUDRAIN (EXCEPT CUIVRE TOWNSHIP), BOONE, CALLAWAY, CAMDEN, CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES, MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES).....	\$ 40.50	23.26

ELEC0350-002 12/01/2024

	Rates	Fringes
ELECTRICIANS (ADAIR, AUDRAIN (EAST OF HIGHWAY 19), CLARK, KNOX, LEWIS, LINN, MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES).....	\$ 37.60	22.14

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
ELECTRICIANS (PULASKI AND TEXAS COUNTIES).....	\$ 39.70	19.84
ELECTRICIANS (STONE AND TANEY COUNTIES).....	\$ 28.65	18.34

ELEC0545-003 06/01/2025

	Rates	Fringes
ELECTRICIANS (ANDREW, BUCHANAN, CLINTON, DEKALB, ATCHISON, HOLT, MERCER, GENTRY, HARRISON, DAVIESS, GRUNDY, WORTH, LIVINGSTON, NODAWAY, AND CALDWELL COUNTIES).....	\$ 43.20	21.50

ELEC0702-004 01/06/2025

	Rates	Fringes
LINE CONSTRUCTION: GROUNDMAN - CLASS A (BOLLINGER,		

BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE COUNTIES).....	\$ 38.18	19.92
LINE CONSTRUCTION: GROUNDMAN-EQUIPMENT OPERATOR CLASS II (ALL OTHER EQUIPMENT) (BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE COUNTIES).....	\$ 46.49	22.33
LINE CONSTRUCTION: HEAVY-EQUIPMENT OPERATOR CLASS I (ALL CRAWLER TYPE EQUIPMENT D-4 AND LARGER) (BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE COUNTIES).....	\$ 52.13	23.97
LINE CONSTRUCTION: LINEMAN (BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, SCOTT, STODDARD AND WAYNE COUNTIES).....	\$ 74.55	30.47

ENG10101-001 05/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATORS: GROUP 1 - ASPHALT ROLLER
OPERATOR, FINISH; ASPHALT PAVER AND SPREADER;
ASPHALT PLANT OPERATOR; AUTO GRADER OR TRIMMER OR
SUB-GRADER; BACKHOE; BLADE OPERATOR (ALL TYPES);
BOILERS - 2; BOOSTER PUMP ON DREDGE; BULLDOZER
OPERATOR; BORING MACHINE (TRUCK OR CRANE MOUNTED);
CLAMSHELL OPERATOR; CONCRETEMIXER 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); FINISHIGN
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 TORNEAU ROOTER (ALL
TILLER TYPES); TOW BOAT OPERATOR; TRUCK CRANE; WOOD
AND LOG CHIPPERS (ALL TYPES). (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 COUNTIES) (HOURLY PREMIUMS: THE FOLLOWING
CLASSIFICATIONS SHALL RECEIVE \$0.25 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 \$0.50
ABOVE GROUP 1 RATE: TANDEM SCOOP OPERATOR; CRANE,
RIGS, OR PILEDRIVERS 150; TO 200; OF BOOM (INCL.
JIB). THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE
\$0.75 ABOVE GROUP 1 RATE: CRANE RIGS, OR
PILEDRIVERS 200 FT. OF BOOM OR OVER (INCL. JIB))....

\$ 38.83

21.87

POWER EQUIPMENT OPERATORS: GROUP 2 - A-FRAME TRUCK

OPERATOR; ARTICULATED DUMP TRUCK; BACK FILLER OPERATOR; BOILERS; 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 COPACTOR; 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; TANK CAR HEATER OPERATOR (COMBINATION BOILER AND BOOSTER); WELDING MACHINE; VIBRATING MACHIN OPERATOR (NOT HAND HELD); WELDING MACHINE. (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 COUNTIES)\$ 38.43	21.87
POWER EQUIPMENT OPERATORS: GROUP 3 - OILER; OILER DRIVER; MECHANIC. (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 COUNTIES)\$ 36.43	21.87

ENG10101-005 04/01/2025

Rates

Fringes

POWER EQUIPMENT OPERATORS: GROUP 1: ASPHALT ROLLER
OPERATOR, FINISH; ASPHALT PAVER AND SPREADER;
ASPHALT PLANT OPERATOR; AUTO GRADER OR TRIMMER OR
SUB-GRADER; BACKHOE; BLADE OPERATOR (ALL TYPES);
BOILERS-2; BOOSTER PUMP ON DREDGE; BORING MACHINE
(TRUCK OR CRANE MOUNTED); BULLDOZER OPERATOR;
CLAMSHELL OPERATOR; CONCRETE CLEANING
DECONTAMINATION MACHINE OPERATOR; CONCRETE MIXER
PAVER; CONCRETE PLANT OPERATOR; CONCRETE PUMP
OPERATOR; CRANE OPERATOR; DERRICK OR DERRICK
TRUCKS; DITCHING MACHINE; DRAGLINE OPERATOR;
DREDGE ENGINEMAN; DREDGE OPERATOR; DRILLCAT WITH
COMPRESSOR MOUNTED (SELF-CONTAINED) OR SIMILAR TYPE
SELF PROPELLED ROTARY DRILL (NOT AIR TRACT);
DRILLING OR BORING MACHINE (ROTARY -
SELF-PROPELLED); FINISHING MACHINE OPERATOR;
GREASER; HEAVY EQUIPMENT ROBOTICS
OPERATOR/MECHANIC; HORIZONTAL DIRECTIONAL DRILL
OPERATOR; HORIZONTAL DIRECTIONAL DRILL LOCATOR;
LOADER-FORKLIFT - SKID LOADER (ALL TYPES); HOISTING
ENGINEER (2 ACTIVE DRUMS); LOCOMOTIVE OPERATOR
(STANDARD GAUGE); MASTER ENVIRONMENTAL MAINTENANCE
MECHANIC; MECHANICS AND WELDERS (FIELD AND
PLANTS); MUCKING MACHINE OPERATOR; PILEDRIVE
OPERATOR; PITMAN CRANE OR BOOM TRUCK (ALL TYPES);
PUSH CAT; QUAD-TRACK; SCRAPER OPERATORS (ALL
TYPES); SHOVEL OPERATOR; SIDE DISCHARGE SPREADER;
SIDEBOOM CATS; SKIMMER SCOOP OPERATOR; SLIP-FORM
PAVER (CMI, REX, GOMACO OR EQUAL); LA TOURNEAU
ROOTER (ALL TILLER TYPES); TOW BOAT OPERATOR; TRUCK
CRANE; ULTRA HIGH PRESSURE WATERJET CUTTING TOOL

SYSTEM OPERATOR/MECHANIC; VACUUM BLASTING MACHINE OPERATOR/MECHANIC; WOOD AND LOG CHIPPERS (ALL TYPES) (CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES) (HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$1.00) ABOVE GROUP 1 RATE: CLAMSHELLS - 3YD. 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.) (CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES) (HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$1.00) ABOVE GROUP 1 RATE: CLAMSHELLS - 3YD. 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.).....\$ 40.17	22.29	
POWER EQUIPMENT OPERATORS: 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) (CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES)\$ 39.13		22.29
POWER EQUIPMENT OPERATORS: GROUP 3: OILERS (CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES).....\$ 34.66	22.29	
POWER EQUIPMENT OPERATORS: GROUP 4: OILER DRIVER (ALL TYPES) (CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES).....\$ 38.01	22.29	

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POWER EQUIPMENT OPERATORS: 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 GAUGE; 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. (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) (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.)).....\$ 36.60 19.32

POWER EQUIPMENT OPERATORS: 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. (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)\$ 36.25 19.32

POWER EQUIPMENT OPERATORS: 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; (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).....\$ 36.05 19.32

POWER EQUIPMENT OPERATORS: GROUP 4: GRAD CHECKER; OILER; OILER-DRIVER (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).....\$ 34.00 19.32

POWER EQUIPMENT OPERATORS: 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 SELF-PROPELLED)
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; HIGH
LIFT; HOIST, CONCRETE AND BRICK (BRICK CAGES OR
CONCRETE SKIPS OPERATING OR ON TOWER, TOWER MOBILE,
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 (FRANKLIN,
JEFFERSON, LINCOLN, ST CHARLES, AND WARREN
COUNTIES) (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).....\$ 45.96	30.96
POWER EQUIPMENT OPERATORS: GROUP 2: AIR TUGGER WITH PLANT AIR; BOILER (FOR POWER OR HEATING SHELL OF BUILDING OR TEMPORARY ENCLOSURES IN CONNECTION WITH CONSTRUCTION WORK); BOILER, TEMPORARY; COMPRESSOR, ONE OVER 125 CFM; COMPRESSOR, TRUCK MOUNTED; CONVEYOR, LARGE (NOT SELF- PROPELLED); CONVEYOR, LARGE (NOT SELF- PROPELLED) MOVING BRICK AND CONCRETE (DISTRIBUTING) ON FLOOR LEVEL; CURB FINISHING MACHINE; DITCH PAVING MACHINE; ELEVATOR (OUTSIDE); ENDLESS CHAIN HOIST; FIREMAN (AS REQUIRED); FORM GRADER; HOIST, ONE DRUM REGARDLESS OF SIZE (EXCEPT BRICK OR CONCRETE); LAD-A-VATOR, OTHER HOISTING; MANLIFT; MIXER, ASPHALT, OVER 8 CU FT CAPACITY; MIXER, ONE BAG CAPACITY OR LESS; MIXER, WITHOUT SIDE LOADER, TWO BAG CAPACITY OR MORE; MIXER, WITH SIDE LOADER, REGARDLESS OF SIZE, NOT PAVER; MUD JACK (WHERE MUD JACK IS USED IN CONJENCTION WITH AN AIR COMPRESSOR, OPERATOR SHALL BE PAID \$.55 PER HOUR IN ADDITION TO HIS BASIC HOURLY RATE FOR COVERING BOTH OPERATIONS); PUG MILL OPERATOR; PUMP, SUMP - SELF POWERED, AUTOMATIC CONTROLLED OVER 2""""; SCISSOR LIFT (USED FOR HOISTING); SKID STEER LOADER; SWEEPER, STREET; TRACTOR, SMALL WHEEL TYPE 50 HP AND UNDER WITH GRADER BLADE AND SIMILAR EQUIPMENT; WELDING MACHINE, ONE OVER 400 AMP; WINCH, OPERATING FROM TRUCK. (FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES).....\$ 45.96	30.96
POWER EQUIPMENT OPERATORS: 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 (FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES).....\$ 44.66	30.96
POWER EQUIPMENT OPERATORS: GROUP 4: CRANE TYPE (FRANKLIN, JEFFERSON, LINCOLN, ST CHARLES, AND WARREN COUNTIES)\$ 44.22	30.96

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POWER EQUIPMENT OPERATORS: GROUP 1: ASPHALT
FINISHING MACHINE & TRENCH WIDENING SPREADER,
ASPHALT PLANT CONSOLE OPERATOR; AUTO-GRADER;
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; HIGH LOADER;
HOISTING ENGINE 2 ACTIVE DRUMS; LAUNCH HAMMER
WHEEL; LOCOMOTIVE OPERATOR STANDARD GAUGE;
MECHANICS AND WELDERS; MUCKING MACHINE; PILEDRIVER
OPERATOR; PITMAN CRANE OPERATOR; PUSH CAT OPERATOR;
GUAD-TRAC; SCOOP OPERATOR; SIDE BOOM CATS; SKIMMER
SCOOP OPERATOR; TRENCHING MACHINE OPERATOR; TRUCK
CRANE, SHOVEL OPERATOR. (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) (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.).....\$ 40.39 30.33
 POWER EQUIPMENT OPERATORS: GROUP 2: A-FRAME;
 ASPHALT HOT-MIX SILO; ASPHALT ROLLER OPERATOR
 ASPHALT PLANT FIREMAN (DRUM OR BOILER); ASPHALT
 PLANT MAN; ASPHALT PLANT MIXER OPERATOR; BACK
 FILLER OPERATOR; BARBER-GREENE LOADER; BOAT
 OPERATOR (BRIDGE & DAMS); CHIP SPREADER; CONCRETE
 MIXER OPERATOR SKIP LOADER; CONCRETE PLANT
 OPERATOR; CONCRETE PUMP OPERATOR; DREDGE OILER;
 ELEVATING GRADED OPERATOR; FORK LIFT; GREASE FLEET;
 HOISTING ENGINE ONE; LOCOMOTIVE OPERATOR NARROW
 GAUGE; MULTIPLE COMPACTOR; PAVEMENT BREAKER; POWER
 BROOM SELF-PROPELLED; POWER SHIELD; ROOTER;
 SLIP-FORM FINISHING MACHINE; STUMP CUTTER MACHINE;
 SIDE DISCHARGE CONCRETE SPREADER; THROTTLEMAN;
 TRACTOR OPERATOR (OVER 50 HP); WINCH TRUCK; ASPHALT
 ROLLER OPERATOR; CRUSHER OPERATOR. (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).....\$ 40.04 30.33
 POWER EQUIPMENT OPERATORS: GROUP 3: SPREADER BOX
 OPERATOR, SELF-PROPELLED NOT ASPHALT; TRACTOR
 OPERATOR (50 H.P. OR LESS); BOILERS ONE; CHIP
 SPREADER (FRONT MAN); CHURN DRILL OPERATOR;
 COMPRESSOR OVER 105 CFM 2-3 PUMPS 4" & OVER; 2-3
 LIGHT PLANT 7.5 KWA OR ANY COMBINATION THEREOF;
 CLEF PLANE OPERATOR; COMPRESSOR MAINTENANCE
 OPERATOR 2 OR 3; CONCRETE SAW OPERATOR
 (SELF-PROPELLED); CURB FINISHING MACHINE;
 DISTRIBUTOR OPERATOR; FINISHING MACHINE OPERATOR;
 FLEX PLANE OPERATOR; FLOAT OPERATOR; FORM GRADER
 OPERATOR; PUGMILL OPERATOR; RILLER OPERATOR OTHER
 THAN HIGH TYPE ASPHALT; SCREENING & WASHING PLANT

OPERATOR; SIPHONS & JETS; SUBGRADING MACHINE OPERATOR; TANK CAR HEATER (COMBINATION BOILER & BOOSTER); ULMAC, ULRIC OR SIMILAR SPREADER; VIBRATING MACHINE OPERATOR; HYDRO-BROOM. (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).....\$ 39.84	30.33
POWER EQUIPMENT OPERATORS: GROUP 4: OILER; GROUT MACHINE; OILER DRIVER; COMPRESSOR OVER 105 CFM ONE; CONVEYOR OPERATOR ONE; MAINTENANCE OPERATOR; PUMP 4" & OVER ONE. (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)....\$ 36.19	30.33

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Rates

Fringes

POWER EQUIPMENT OPERATORS: 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. (ST. LOUIS CITY AND COUNTY) (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 GROUND) \$0.50; DRAGLINE, 7 CU. YDS. AND OVER \$0.50; HOIST, THREE (3) OR MORE DRUMS IN USE \$0.50; SCOOP, TANDEM .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).....\$ 45.96	30.96
POWER EQUIPMENT OPERATORS: GROUP 2: AIR TUGGER W/AIR COMPRESSOR; ANCHOR-PLACING BARGE; ASPHALT SPREADER; ATHEY FORCE FEEDER LOADER (SELF- PROPELLED); BACKFILLING MACHINE; BACKHOE-LOADER; BOAT OPERATOR-PUSH BOAT OR TOW BOAT (JOB SITE); BOILER, HIGH PRESSURE BREAKING IN PERIOD; BOOM TRUCK, PLACING OR ERECTING; BORING MACHINE, FOOTING FOUNDATION; BULL- FLOAT; CHERRY PICKER; COMBINATION	

CONCRETE HOIST & MIXER (SUCH AS MIXER MOBILE); COMPRESSOR (WHEN OPERATOR RUNS THROTTLE); CONCRETE BREAKER (TRUCK OR TRACTOR MOUNTED); CONCRETE PUMP, SUCH AS PUMP-CRETE MACHINE; CONCRETE SAW (SELF-PROPELLED), CONCRETE SPREADER; CONVEYOR, LARGE (NOT SELF-PROPELLED), HOISTING OR MOVING BRICK AND CONCRETE INTO, OR INTO AND ON FLOOR LEVEL, ONE OR BOTH; CRANE, HYDRAULIC-ROUGH TERRAIN, SELF-PROPELLED; CRANE HYDRAULIC-TRUCK OR CRUISER MOUNTED-UNDER 16 TONS; DRILLING MACHINES, SELF-POWERED USE FOR EARTH OR ROCK DRILLING OR BORING (WAGON DRILLS AND ANY HAND DRILLS OBTAINING POWER FROM OTHER SOURCES INCLUDING CONCRETE BREAKERS, JACKHAMMERS AND BARCO EQUIPMENT-NO ENGINEER REQUIRED); ELEVATING GRADER; ENGINEMAN, DREDGE; EXCAVATOR OR POWER BELT 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); MECHANIC, 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 (ST. LOUIS CITY AND COUNTY).....\$ 45.96	30.96
POWER EQUIPMENT OPERATORS: 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. (ST. LOUIS CITY AND COUNTY)\$ 44.66	30.96
POWER EQUIPMENT OPERATORS: GROUP 4: BOAT OPERATOR-OUTBOARD MOTOR (JOB SITE); CONVEYOR (SUCH AS CON-VAY-IT) REGARDLESS OF HOW USED; SWEEPER, FLOOR (ST. LOUIS CITY AND COUNTY).....\$ 44.22	30.96

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

IRON0010-020 04/01/2025		
	Rates	Fringes
IRONWORKERS: (BARRY, JASPER, LAWRENCE, MCDONALD, NEWTON AND STONE COUNTIES).....	\$ 36.00	34.25

IRON0321-002 08/01/2023		
	Rates	Fringes
IRONWORKER (DOUGLAS, HOWELL AND OZARK COUNTIES).....	\$ 27.00	20.96

IRON0396-004 08/06/2025		
	Rates	Fringes
IRONWORKER (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).....	\$ 44.27	31.65

IRON0396-009 08/07/2024		
	Rates	Fringes
IRONWORKER (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).....	\$ 41.67	31.25

IRON0577-005 06/01/2025		
	Rates	Fringes
IRONWORKER (ADAIR, CLARK, KNOX, LEWIS, MACON, MARION, MONROE, RALLS, SCHUYLER, SCOTLAND, AND SHELBY COUNTIES).....	\$ 36.30	25.80

IRON0782-003 08/01/2023		
	Rates	Fringes
IRONWORKERS: ALL OTHER WORK (CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD COUNTIES; AND PORTIONS OF BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, AND WAYNE COUNTIES).....	\$ 33.47	24.12
IRONWORKERS: LOCKS, DAMS, BRIDGES AND OTHER MAJOR WORK ON THE MISSISSIPPI AND OHIO RIVER ONLY (CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD COUNTIES; AND PORTIONS OF BOLLINGER, BUTLER, CARTER, DUNKLIN, MADISON, PEMISCOT, PERRY, RIPLEY, AND WAYNE COUNTIES).....	\$ 38.77	29.51

LAB00042-003 06/04/2025		
	Rates	Fringes
LABORER: PLUMBER LABORER (ST. LOUIS (CITY AND COUNTY)).....	\$ 40.82	17.56

LAB00042-005 06/04/2025		
	Rates	Fringes
LABORER: DYNAMITER, POWDERMAN (ST. LOUIS (CITY AND COUNTY)).....	\$ 40.82	17.56
LABORER: LABORERS, FLAGGERS (ST. LOUIS (CITY AND COUNTY)).....	\$ 40.82	17.56
LABORER: WRECKING (ST. LOUIS (CITY AND COUNTY)).....	\$ 40.82	17.56

LAB00110-005 05/01/2025		
	Rates	Fringes
LABORER: GROUP 1: GENERAL LABORER-FLAGMAN, CARPENTER TENDERS; SALAMANDER TENDERS; DUMP MAN; TICKET TAKERS; LOADING TRUCKS UNDER BINS, HOPPERS, AND CONVEYORS; TRACK MAN; CEMENT HANDLER; DUMP MAN ON EARTH FILL; GEORGIE BUGGIE MAN; MATERIAL BATCH HOPPER MAN; SPREADER ON ASPHALT MACHINE; MATERIAL MIXER MAN (EXCEPT ON MANHOLES); COFFER DAMS; RIPRAP PAVERS ROCK, BLOCK OR BRICK; SCAFFOLDS OVER TEN FEET NOT SELF-SUPPORTED FROM GROUND UP; SKIP MAN ON CONCRETE PAVING; WIRE MESH SETTERS ON CONCRETE PAVING; ALL WORK IN CONNECTION WITH SEWER, WATER, GAS, GASOLING, OIL, DRAINAGE PIPE, CONDUIT PIPE, TILE AND DUCT LINES AND ALL OTHER PIPE LINES; POWER TOOL OPERATOR; ALL WORK IN CONNECTION WITH HYDRAULIC OR GENERAL DREDGING OPERATIONS; FORM SETTERS, PUDDLERS (PAVING ONLY); STRAW BLOWER NOZZLEMAN; ASPHALT PLANT PLATFORM MAN; CHUCK TENDER; CRUSHER FEEDER; MEN HANDLING CREOSOTE TIES OR CREOSOTE MATERIALS; MEN WORKING WITH AND HANDLING EPOXY MATERIAL; TOPPER OF STANDING TREES; FEEDER MAN ON WOOD PULVERIZERS, BOARD AND WILLOW MAT WEAVERS AND CABELEEE 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. (WASHINGTON COUNTY).. LABORER: 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	\$ 37.25	15.96

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 (WASHINGTON COUNTY).....	\$ 37.25	15.96		
LABORER: GROUP 1: GENERAL LABORER-FLAGMAN, CARPENTER TENDERS; SALAMANDER TENDERS; DUMP MAN; TICKET TAKERS; LOADING TRUCKS UNDER BINS, HOPPERS, AND CONVEYORS; TRACK MAN; CEMENT HANDLER; DUMP MAN ON EARTH FILL; GEORGIE BUGGIE MAN; MATERIAL BATCH HOPPER MAN; SPREADER ON ASPHALT MACHINE; MATERIAL MIXER MAN (EXCEPT ON MANHOLES); COFFER DAMS; RIPRAP PAVERS ROCK, BLOCK OR BRICK; SCAFFOLDS OVER TEN FEET NOT SELF-SUPPORTED FROM GROUND UP; SKIP MAN ON CONCRETE PAVING; WIRE MESH SETTERS ON CONCRETE PAVING; ALL WORK IN CONNECTION WITH SEWER, WATER, GAS, GASOLING, OIL, DRAINAGE PIPE, CONDUIT PIPE, TILE AND DUCT LINES AND ALL OTHER PIPE LINES; POWER TOOL OPERATOR; ALL WORK IN CONNECTION WITH HYDRAULIC OR GENERAL DREDGING OPERATIONS; FORM SETTERS, PUDDLERS (PAVING ONLY); STRAW BLOWER NOZZLEMAN; ASPHALT PLANT PLATFORM MAN; CHUCK TENDER; CRUSHER FEEDER; MEN HANDLING CREOSOTE TIES OR CREOSOTE MATERIALS; MEN WORKING WITH AND HANDLING EPOXY MATERIAL; TOPPER OF STANDING TREES; FEEDER MAN ON WOOD PULVERIZERS, BOARD AND WILLOW MAT WEAVERS AND CABELEEE 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. (JEFFERSON COUNTY)...			\$ 40.36	15.96
LABORER: 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 (JEFFERSON COUNTY).....			\$ 40.36	15.96

LAB00579-005 05/01/2023

Rates

Fringes

LABORER, 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 BUGGIE 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. (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).....\$ 28.23 15.60
 LABORER, 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 BUGGIE 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. (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY AND WORTH COUNTIES).....\$ 29.04	16.59
LABORER, 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. (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)..\$ 28.78	15.60
LABORER, 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. (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY AND WORTH COUNTIES).....\$ 29.39	16.59
LABORER: 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 BUGGIE 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. (LAFAYETTE COUNTY).	\$ 29.78	15.85

LABORER: 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. (LAFAYETTE COUNTY).....	\$ 30.13	15.85

LAB00660-004 05/01/2025

Rates

Fringes

LABORER GROUP 1: GENERAL LABORER-FLAGMAN, CARPENTER TENDERS; SALAMANDER TENDERS; DUMP MAN; TICKET TAKERS; LOADING TRUCKS UNDER BINS, HOPPERS, AND CONVEYORS; TRACK MAN; CEMENT HANDLER; DUMP MAN ON EARTH FILL; GEORGIE BUGGIE MAN; MATERIAL BATCH HOPPER MAN; SPREADER ON ASPHALT MACHINE; MATERIAL MIXER MAN (EXCEPT ON MANHOLES); COFFER DAMS; RIPRAP PAVERS ROCK, BLOCK OR BRICK; SCAFFOLDS OVER TEN FEET NOT SELF-SUPPORTED FROM GROUND UP; SKIP MAN ON CONCRETE PAVING; WIRE MESH SETTERS ON CONCRETE PAVING; ALL WORK IN CONNECTION WITH SEWER, WATER, GAS, GASOLING, OIL, DRAINAGE PIPE, CONDUIT PIPE, TILE AND DUCT LINES AND ALL OTHER PIPE LINES; POWER TOOL OPERATOR; ALL WORK IN CONNECTION WITH HYDRAULIC OR GENERAL DREDGING OPERATIONS; FORM SETTERS, PUDDLERS (PAVING ONLY); STRAW BLOWER NOZZLEMAN; ASPHALT PLANT PLATFORM MAN; CHUCK TENDER; CRUSHER FEEDER; MEN HANDLING CREOSOTE TIES OR CREOSOTE MATERIALS; MEN WORKING WITH AND HANDLING EPOXY MATERIAL; TOPPER OF STANDING TREES; FEEDER MAN ON WOOD PULVERIZERS, BOARD AND WILLOW MAT WEAVERS AND CABELEEE 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. (CLARK, KNOX, LEWIS, MARION, PIKE, RALLS, SCOTLAND, SHELBY COUNTIES).....	\$ 37.25	15.96
LABORER 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 (CLARK, KNOX, LEWIS, MARION, PIKE, RALLS, SCOTLAND, SHELBY COUNTIES).....	\$ 37.25	15.96
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LAB00660-006 06/02/2025		
	Rates	Fringes
LABORER, COMMON OR GENERAL (LINCOLN, MONNTOMERY, AND WARREN COUNTIES).....	\$ 39.76	15.96
LABORER, COMMON OR GENERAL (ST. CHARLES COUNTY).....	\$ 41.18	15.96

LAB00662-001 05/01/2025		
	Rates	Fringes
LABORER: GROUP 1: GENERAL LABORER-FLAGMAN, CARPENTER TENDERS; SALAMANDER TENDERS; DUMP MAN; TICKET TAKERS; LOADING TRUCKS UNDER BINS, HOPPERS, AND CONVEYORS; TRACK MAN; CEMENT HANDLER; DUMP MAN ON EARTH FILL; GEORGIE BUGGIE MAN; MATERIAL BATCH HOPPER MAN; SPREADER ON ASPHALT MACHINE; MATERIAL MIXER MAN (EXCEPT ON MANHOLES); COFFER DAMS; RIPRAP PAVERS ROCK, BLOCK OR BRICK; SCAFFOLDS OVER TEN FEET NOT SELF-SUPPORTED FROM GROUND UP; SKIP MAN ON CONCRETE PAVING; WIRE MESH SETTERS ON CONCRETE PAVING; ALL WORK IN CONNECTION WITH SEWER, WATER, GAS, GASOLING, OIL, DRAINAGE PIPE, CONDUIT PIPE, TILE AND DUCT LINES AND ALL OTHER PIPE LINES; POWER TOOL OPERATOR; ALL WORK IN CONNECTION WITH HYDRAULIC OR GENERAL DREDGING OPERATIONS; FORM SETTERS, PUDDLERS (PAVING ONLY); STRAW BLOWER NOZZLEMAN; ASPHALT PLANT PLATFORM MAN; CHUCK TENDER; CRUSHER FEEDER; MEN HANDLING CREOSOTE TIES OR CREOSOTE MATERIALS; MEN WORKING WITH AND HANDLING EPOXY MATERIAL; TOPPER OF STANDING TREES; FEEDER MAN ON WOOD PULVERIZERS, BOARD AND WILLOW MAT WEAVERS AND CABELEEE 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. (CALLAWAY, COLE, MILLER AND MONITEAU COUNTIES).....	\$ 37.25	15.96
LABORER: 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 (CALLAWAY, COLE, MILLER AND MONITEAU COUNTIES).....\$ 37.25	15.96
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LAB00663-002 04/01/2025

Rates

Fringes

LABORER 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. (CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES).....\$ 36.24	15.87
LABORER 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. (CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES).....\$ 37.45	15.87
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LAB00840-011 05/01/2025

Rates

Fringes

LABORER GROUP 1: GENERAL LABORER-FLAGMAN, CARPENTER TENDERS; SALAMANDER TENDERS; DUMP MAN; TICKET TAKERS; LOADING TRUCKS UNDER BINS, HOPPERS, AND CONVEYORS; TRACK MAN; CEMENT HANDLER; DUMP MAN ON EARTH FILL; GEORGIE BUGGIE MAN; MATERIAL BATCH HOPPER MAN; SPREADER ON ASPHALT MACHINE; MATERIAL MIXER MAN (EXCEPT ON MANHOLES); COFFER DAMS; RIPRAP PAVERS ROCK, BLOCK OR BRICK; SCAFFOLDS OVER TEN FEET NOT SELF-SUPPORTED FROM GROUND UP; SKIP MAN ON CONCRETE PAVING; WIRE MESH SETTERS ON CONCRETE PAVING; ALL WORK IN CONNECTION WITH SEWER, WATER, GAS, GASOLING, OIL, DRAINAGE PIPE, CONDUIT PIPE, TILE AND DUCT LINES AND ALL OTHER PIPE LINES; POWER TOOL OPERATOR; ALL WORK IN CONNECTION WITH HYDRAULIC OR GENERAL DREDGING OPERATIONS; FORM SETTERS, PUDDLERS (PAVING ONLY); STRAW BLOWER NOZZLEMAN; ASPHALT PLANT PLATFORM MAN; CHUCK TENDER; CRUSHER FEEDER; MEN HANDLING CREOSOTE TIES OR CREOSOTE MATERIALS; MEN WORKING WITH AND HANDLING EPOXY MATERIAL; TOPPER OF STANDING TREES; FEEDER MAN ON WOOD PULVERIZERS, BOARD AND WILLOW MAT WEAVERS AND CABELEEE 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. (CRAWFORD, DENT, GASCONADE, HOWELL, MARIES, OREGON, OSAGE, PHELPS, PULASKI, SHANNON AND TEXAS COUNTIES).....\$ 37.25	15.96
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LABORER 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 (CRAWFORD, DENT, GASCONADE, HOWELL, MARIES, OREGON, OSAGE, PHELPS, PULASKI, SHANNON AND TEXAS COUNTIES).....\$ 37.25	15.96
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LABORER: GROUP 1: GENERAL LABORER-FLAGMAN,
CARPENTER TENDERS; SALAMANDER TENDERS; DUMP MAN;

TICKET TAKERS; LOADING TRUCKS UNDER BINS, HOPPERS, AND CONVEYORS; TRACK MAN; CEMENT HANDLER; DUMP MAN ON EARTH FILL; GEORGIE BUGGIE MAN; MATERIAL BATCH HOPPER MAN; SPREADER ON ASPHALT MACHINE; MATERIAL MIXER MAN (EXCEPT ON MANHOLES); COFFER DAMS; RIPRAP PAVERS ROCK, BLOCK OR BRICK; SCAFFOLDS OVER TEN FEET NOT SELF-SUPPORTED FROM GROUND UP; SKIP MAN ON CONCRETE PAVING; WIRE MESH SETTERS ON CONCRETE PAVING; ALL WORK IN CONNECTION WITH SEWER, WATER, GAS, GASOLING, OIL, DRAINAGE PIPE, CONDUIT PIPE, TILE AND DUCT LINES AND ALL OTHER PIPE LINES; POWER TOOL OPERATOR; ALL WORK IN CONNECTION WITH HYDRAULIC OR GENERAL DREDGING OPERATIONS; FORM SETTERS, PUDDLERS (PAVING ONLY); STRAW BLOWER NOZZLEMAN; ASPHALT PLANT PLATFORM MAN; CHUCK TENDER; CRUSHER FEEDER; MEN HANDLING CREOSOTE TIES OR CREOSOTE MATERIALS; MEN WORKING WITH AND HANDLING EPOXY MATERIAL; TOPPER OF STANDING TREES; FEEDER MAN ON WOOD PULVERIZERS, BOARD AND WILLOW MAT WEAVERS AND CABELEEE 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. (FRANKLIN COUNTY)....\$ 40.31	15.96
LABORER: 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 (FRANKLIN COUNTY).....\$ 40.31	15.96

LAB00955-012 05/01/2025

Rates

Fringes

LABORER GROUP 1: GENERAL LABORER-FLAGMAN, CARPENTER
TENDERS; SALAMANDER TENDERS; DUMP MAN; TICKET
TAKERS; LOADING TRUCKS UNDER BINS, HOPPERS, AND
CONVEYORS; TRACK MAN; CEMENT HANDLER; DUMP MAN ON
EARTH FILL; GEORGIE BUGGIE MAN; MATERIAL BATCH
HOPPER MAN; SPREADER ON ASPHALT MACHINE; MATERIAL
MIXER MAN (EXCEPT ON MANHOLES); COFFER DAMS; RIPRAP
PAVERS ROCK, BLOCK OR BRICK; SCAFFOLDS OVER TEN
FEET NOT SELF-SUPPORTED FROM GROUND UP; SKIP MAN ON
CONCRETE PAVING; WIRE MESH SETTERS ON CONCRETE
PAVING; ALL WORK IN CONNECTION WITH SEWER, WATER,
GAS, GASOLING, OIL, DRAINAGE PIPE, CONDUIT PIPE,

TILE AND DUCT LINES AND ALL OTHER PIPE LINES; POWER TOOL OPERATOR; ALL WORK IN CONNECTION WITH HYDRAULIC OR GENERAL DREDGING OPERATIONS; FORM SETTERS, PUDDLERS (PAVING ONLY); STRAW BLOWER NOZZLEMAN; ASPHALT PLANT PLATFORM MAN; CHUCK TENDER; CRUSHER FEEDER; MEN HANDLING CREOSOTE TIES OR CREOSOTE MATERIALS; MEN WORKING WITH AND HANDLING EPOXY MATERIAL; TOPPER OF STANDING TREES; FEEDER MAN ON WOOD PULVERIZERS, BOARD AND WILLOW MAT WEAVERS AND CABELEEE 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. (ADAIR, AUDRAIN, BOONE, CHARITON, COOPER, HOWARD, LINN, MACON, MONROE, PUTNAM, RANDOLPH, SCHUYLER AND SULLIVAN COUNTIES).....\$ 37.25	15.96
LABORER 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 (ADAIR, AUDRAIN, BOONE, CHARITON, COOPER, HOWARD, LINN, MACON, MONROE, PUTNAM, RANDOLPH, SCHUYLER AND SULLIVAN COUNTIES).....\$ 37.25	15.96

LAB01104-005 05/01/2025

Rates

Fringes

LABORER: GROUP 1: GENERAL LABORER-FLAGMAN,
CARPENTER TENDERS; SALAMANDER TENDERS; DUMP MAN;
TICKET TAKERS; LOADING TRUCKS UNDER BINS, HOPPERS,
AND CONVEYORS; TRACK MAN; CEMENT HANDLER; DUMP MAN
ON EARTH FILL; GEORGIE BUGGIE MAN; MATERIAL BATCH
HOPPER MAN; SPREADER ON ASPHALT MACHINE; MATERIAL
MIXER MAN (EXCEPT ON MANHOLES); COFFER DAMS; RIPRAP
PAVERS ROCK, BLOCK OR BRICK; SCAFFOLDS OVER TEN
FEET NOT SELF-SUPPORTED FROM GROUND UP; SKIP MAN ON
CONCRETE PAVING; WIRE MESH SETTERS ON CONCRETE
PAVING; ALL WORK IN CONNECTION WITH SEWER, WATER,
GAS, GASOLING, OIL, DRAINAGE PIPE, CONDUIT PIPE,
TILE AND DUCT LINES AND ALL OTHER PIPE LINES; POWER
TOOL OPERATOR; ALL WORK IN CONNECTION WITH
HYDRAULIC OR GENERAL DREDGING OPERATIONS; FORM
SETTERS, PUDDLERS (PAVING ONLY); STRAW BLOWER
NOZZLEMAN; ASPHALT PLANT PLATFORM MAN; CHUCK

TENDER; CRUSHER FEEDER; MEN HANDLING CREOSOTE TIES OR CREOSOTE MATERIALS; MEN WORKING WITH AND HANDLING EPOXY MATERIAL; TOPPER OF STANDING TREES; FEEDER MAN ON WOOD PULVERIZERS, BOARD AND WILLOW MAT WEAVERS AND CABELEEE 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. (BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, IRON, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, ST FRANCOIS, STE GENEVIEVE, STODDARD AND WAYNE COUNTIES).....	\$ 37.25	15.96
LABORER: 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 (BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, IRON, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, ST FRANCOIS, STE GENEVIEVE, STODDARD AND WAYNE COUNTIES).....	\$ 37.25	15.96

PAIN0002-002 09/01/2007

	Rates	Fringes
PAINTERS: BRUSH AND ROLLER; TAPER (CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES).....	\$ 28.61	10.24
PAINTERS: HIGH WORK OVER 60 FEET (CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES).....	\$ 29.11	10.24
PAINTERS: LEAD ABATEMENT (CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES).....	\$ 29.36	10.24
PAINTERS: PRESSURE ROLLER; HIGH WORK UNDER 60 FT (CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES).....	\$ 28.86	10.24
PAINTERS: TAPER (AMES TOOLS & BAZOOKA) (CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND		

WARREN COUNTIES).....\$ 30.21	10.24
PAINTERS: SPRAY & ABRASIVE BLASTING; WATER BLASTING (OVER 5000 PSI) (CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE, RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN COUNTIES).....\$ 30.61	

PAIN002-006 04/01/2023

Rates

Fringes

PAINTERS: BRIDGES, DAMS, LOCKS OR POWERHOUSES (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.).....\$ 28.49	15.03
PAINTERS: BRUSH AND ROLL; TAPING, PAPERHANGING (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.).....\$ 26.49	15.03
PAINTERS: EPOXY OR ANY TWO PART COATING; SANDBLASTING; STAGE OR OTHER AERIAL WORK - PLATFORMS OVER 50 FEET HIGH; LEAD ABATEMENT (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.).....\$ 27.49	15.03
PAINTERS: SPRAY; STRUCTURAL STEEL (OVER 50 FEET) (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.).....\$ 27.49	15.03
PAINTERS: TAPERS USING AMES OR COMPARABLE TOOLS (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.).....\$ 27.24	15.03

PAIN003-004 04/01/2019

Rates

Fringes

PAINTERS: BRIDGEMAN; LEAD ABATEMENT; SANDBLAST; STORAGE BIN & TANKS (CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES).....\$ 33.41	17.76
PAINTERS: BRUSH & ROLLER (CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES).\$ 30.54	17.76
PAINTERS: DRYWALL (CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES).....\$ 31.74	17.76
PAINTERS: PAPER HANGER (CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES).\$ 31.04	17.76
PAINTERS: STAGEMAN; BELTMAN; STEELMAN; ELEVATOR SHAFT; BAZOOKA, BOXES AND POWER SANDER; SPRAYMAN; DIPPING (CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES).....\$ 32.41	17.76
PAINTERS: STEEPLEJACK (CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES).\$ 36.98	17.76

PAIN003-011 04/01/2019

Rates

Fringes

PAINTERS: BRUSH & ROLLER (BATES, BENTON, CALDWELL,
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CARROLL, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS & SALINE COUNTIES).....	\$ 24.43	17.76
PAINTERS: DRYWALL (BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS & SALINE COUNTIES).....	\$ 25.39	17.76
PAINTERS: PAPER HANGER (BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS & SALINE COUNTIES).....	\$ 24.83	17.76
PAINTERS: STEEPLEJACK (BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS & SALINE COUNTIES).....	\$ 29.58	17.76
PAINTERS: BRIDGEMAN; LEAD ABATEMENT; SANDBLAST; STORAGE BIN & TANKS (BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS & SALINE COUNTIES).....	\$ 26.73	17.76
PAINTERS: STAGEMAN; BELTMAN; STEELMAN; ELEVATOR SHAFT; BAZOOKA, BOXES AND POWER SANDER; SPRAYMAN; DIPPING (BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY, HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS & SALINE COUNTIES).	\$ 26.35	17.76

PAIN1185-008 04/01/2025

	Rates	Fringes
PAINTERS: BRUSH AND ROLLER (CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES).....	\$ 33.90	17.21
PAINTERS: FLOOR WORK (CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES).....	\$ 34.90	17.21
PAINTERS: LEAD ABATEMENT (CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES).....	\$ 33.25	17.21
PAINTERS: SPRAY (CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES).	\$ 34.90	17.21
PAINTERS: STRUCTURAL STEEL, SANDBLASTING AND ALL TANK WORK (CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES).....	\$ 35.90	17.21
PAINTERS: TAPING, PAPERHANGING (CAMDEN, CRAWFORD, DENT, LACLEDE, MARIES, MILLER, PHELPS, PULASKI AND TEXAS COUNTIES).....	\$ 34.90	17.21

PAIN1292-002 09/01/2025

	Rates	Fringes
PAINTERS: BRIDGES, STACKS & TANKS (BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, SHANNON, STODDARD AND WAYNE COUNTIES). HEIGHT RATES (ALL AREAS): OVER 60 FT. \$0.50 PER HOUR. UNDER 60 FT. \$0.25 PER HOUR.....	\$ 36.53	17.92
PAINTERS: BRUSH & ROLLER (BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, SHANNON, STODDARD AND WAYNE COUNTIES). HEIGHT RATES (ALL AREAS): OVER 60 FT. \$0.50 PER HOUR UNDER 60 FT. \$0.25 PER HOUR.....	\$ 29.80	17.92
PAINTERS: SPRAY & ABRASIVE BLASTING; WATERBLASTING (OVER 5000 PSI) (BOLLINGER, BUTLER, CAPE GIRARDEAU,		

CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, SHANNON, STODDARD AND WAYNE COUNTIES). HEIGHT RATES (ALL AREAS): OVER 60 FT. \$0.50 PER HOUR. UNDER 60 FT. \$0.25 PER HOUR.....	\$ 38.53	17.92
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PAIN1292-003 09/01/2025

	Rates	Fringes
PAINTERS: BRIDGES, STACKS & TANKS (IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE AND WASHINGTON COUNTIES). HEIGHT RATES (ALL AREAS): OVER 60 FT. \$0.50 PER HOUR UNDER 60 FT. \$0.25 PER HOUR.....	\$ 36.53	17.92
PAINTERS: BRUSH & ROLLER (IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE AND WASHINGTON COUNTIES). HEIGHT RATES (ALL AREAS): OVER 60 FT. \$0.50 PER HOUR UNDER 60 FT. \$0.25 PER HOUR.....	\$ 30.95	17.92
PAINTERS: SPRAY & ABRASIVE BLASTING; WATERBLASTING (OVER 5000 PSI) (IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE AND WASHINGTON COUNTIES). HEIGHT RATES (ALL AREAS): OVER 60 FT. \$0.50 PER HOUR UNDER 60 FT. \$0.25 PER HOUR.....	\$ 38.53	17.92

PAIN2012-001 04/01/2025

	Rates	Fringes
PAINTERS: BRUSH & ROLLER (ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY & WORTH COUNTIES).....	\$ 36.18	19.97
PAINTERS: SANDBLASTER (ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY & WORTH COUNTIES)....	\$ 40.76	19.97
PAINTERS: STEEPLEJACK (ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY & WORTH COUNTIES)....	\$ 44.33	19.97

PAIN2015-001 04/01/2012

	Rates	Fringes
PAINTERS: FINISHER (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).....	\$ 20.18	11.33
PAINTERS: PAINTER (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).....	\$ 19.75	11.76
PAINTERS: SANDBLASTER, HIGH MAN, SPRAY MAN, VINYL HANGER, TOOL OPERATOR (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).....	\$ 21.18	11.33

PLAS0518-006 03/01/2025

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (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).....	\$ 30.37	12.43

PLAS0518-007 04/01/2025

	Rates	Fringes
CEMENT MASONS: (CASS (RICHARDS-GEBAUR AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES).....	\$ 39.06	18.71

PLAS0518-011 04/01/2025		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (ANDREW, ATCHISON, BATES, BUCHANNAN, CLINTON, DEKALB, GENTRY, HENRY, HOLT, JOHNSON, LAFAYETTE, NODAWAY & WORTH COUNTIES).....	\$ 40.13	20.50

PLAS0518-019 03/01/2025		
	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER (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).....	\$ 33.52	15.88

PLAS0527-001 04/01/2023		
	Rates	Fringes
CEMENT MASON (FRANKLIN, LINCOLN AND WARREN COUNTIES).....	\$ 37.29	20.23
CEMENT MASON (JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (CITY AND COUNTY)).....	\$ 38.46	20.13

PLAS0527-004 06/01/2023		
	Rates	Fringes
CEMENT MASON (CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS, WASHINGTON COUNTIES).....	\$ 32.00	19.72

PLAS0908-001 05/01/2025		
	Rates	Fringes
CEMENT MASON (BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY, SCOTT, STODDARD, AND WAYNE COUNTIES).....	\$ 35.10	18.78

PLUM0008-003 06/01/2024		
	Rates	Fringes
PLUMBERS (CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES).....	\$ 56.63	24.54

PLUM0008-017 06/01/2024		
	Rates	Fringes
PLUMBERS (BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE AND VERNON COUNTIES).....	\$ 56.63	24.54

PLUM0045-003 08/01/2024		
	Rates	Fringes
PLUMBERS AND PIPEFITTERS (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES).....	\$ 47.45	26.15

PLUM0178-003 11/01/2024		
	Rates	Fringes
PLUMBERS AND PIPEFITTERS (BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND WRIGHT COUNTIES).....	\$ 39.35	15.72

PLUM0178-006 11/01/2022		
	Rates	Fringes
PLUMBERS AND PIPEFITTERS: PROJECTS \$750,000 & UNDER (BARTON, JASPER, MCDONALD AND NEWTON COUNTIES).....	\$ 32.78	15.32
PLUMBERS AND PIPEFITTERS: PROJECTS OVER \$750,000 (BARTON, JASPER, MCDONALD AND NEWTON COUNTIES).....	\$ 35.75	15.32

PLUM0533-004 06/01/2024		
	Rates	Fringes
PIPEFITTERS (BATES, BENTON, CARROLL, CASS, CLAY, HENRY, HICKORY, JACKSON, JOHNSON, LAFAYETTE, MORGAN, PETTIS, PLATTE, RAY, SALINE, ST. CLAIR AND VERNON COUNTIES).....	\$ 55.56	25.80

PLUM0562-004 07/01/2023		
	Rates	Fringes
PLUMBERS AND PIPEFITTERS: MECHANICAL CONTRACTS INCLUDING ALL PIPING AND TEMPERATURE CONTROL WORK \$7.0 MILLION & UNDER (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.).....	\$ 46.66	21.99
PLUMBERS AND PIPEFITTERS: MECHANICAL CONTRACTS INCLUDING ALL PIPING AND TEMPERATURE CONTROL WORK OVER \$7.0 MILLION (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.).....	\$ 46.66	21.99

PLUM0562-016 07/01/2023		
	Rates	Fringes
PLUMBERS: MECHANICAL CONTRACTS INCLUDING ALL PIPING		

AND TEMPERATURE CONTROL WORK \$7.0 MILLION & UNDER (CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (CITY AND COUNTY), WARREN AND WASHINGTON COUNTIES).....	\$ 46.66	21.99
PLUMBERS: MECHANICAL CONTRACTS INCLUDING ALL PIPING AND TEMPERATURE CONTROL WORK OVER \$7.0 MILLION (CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER, MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (CITY AND COUNTY), WARREN AND WASHINGTON COUNTIES).....	\$ 46.66	21.99

TEAM0013-001 05/01/2025

Rates

Fringes

TRUCK DRIVERS, GROUP 1 FLAT BED TRUCKS, SINGLE AXLE; STATION WAGONS; PICKUP TRUCKS; MATERIAL TRUCKS, SINGLE AXLE; TANK WAGON, SINGLE AXLE (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).....	\$ 36.57	15.85
TRUCK DRIVERS, GROUP 2 AGITATOR AND TRANSIT MIX TRUCKS (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).....	\$ 36.72	15.85
TRUCK DRIVERS, GROUP 3 FLAT BED TRUCKS, TANDEM AXLE; ARTICULATED DUMP TRUCKS; MATERIAL TRUCKS, TANDEM AXLE; TANK WAGON, TANDEM AXLE (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).....	\$ 36.84	15.85
TRUCK DRIVERS, 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 (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).....	\$ 36.73	15.85
TRUCK DRIVERS: GROUP 1 FLAT BED TRUCKS, SINGLE AXLE; STATION WAGONS; PICKUP TRUCKS; MATERIAL TRUCKS, SINGLE AXLE; TANK WAGON, SINGLE AXLE (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES).....	\$ 35.84	15.85
TRUCK DRIVERS: GROUP 1 FLAT BED TRUCKS, SINGLE		

AXLE; STATION WAGONS; PICKUP TRUCKS; MATERIAL TRUCKS, SINGLE AXLE; TANK WAGON, SINGLE AXLE (FRANKLIN, JEFFERSON AND ST. CHARLES COUNTIES).....	\$ 38.93	15.85
TRUCK DRIVERS: GROUP 1 FLAT BED TRUCKS, SINGLE AXLE; STATION WAGONS; PICKUP TRUCKS; MATERIAL TRUCKS, SINGLE AXLE; TANK WAGON, SINGLE AXLE (LINCOLN AND WARREN COUNTIES).....	\$ 37.58	15.85
TRUCK DRIVERS: GROUP 2 AGITATOR AND TRANSIT MIX TRUCKS (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES).....	\$ 35.99	15.85
TRUCK DRIVERS: GROUP 2 AGITATOR AND TRANSIT MIX TRUCKS (FRANKLIN, JEFFERSON AND ST. CHARLES COUNTIES).....	\$ 39.08	15.85
TRUCK DRIVERS: GROUP 2 AGITATOR AND TRANSIT MIX TRUCKS (LINCOLN AND WARREN COUNTIES).....	\$ 38.73	15.85
TRUCK DRIVERS: GROUP 3 FLAT BED TRUCKS, TANDEM AXLE; ARTICULATED DUMP TRUCKS; MATERIAL TRUCKS, TANDEM AXLE; TANK WAGON, TANDEM AXLE (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES).....	\$ 36.11	15.85
TRUCK DRIVERS: GROUP 3 FLAT BED TRUCKS, TANDEM AXLE; ARTICULATED DUMP TRUCKS; MATERIAL TRUCKS, TANDEM AXLE; TANK WAGON, TANDEM AXLE (FRANKLIN, JEFFERSON AND ST. CHARLES COUNTIES).....	\$ 39.15	15.85
TRUCK DRIVERS: GROUP 3 FLAT BED TRUCKS, TANDEM AXLE; ARTICULATED DUMP TRUCKS; MATERIAL TRUCKS, TANDEM AXLE; TANK WAGON, TANDEM AXLE (LINCOLN AND WARREN COUNTIES).....	\$ 37.80	15.85
TRUCK DRIVERS: 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 (LINCOLN AND WARREN COUNTIES)DERRICK TRUCKS; FLOAT OR LOW BOY....	\$ 37.69	15.85
TRUCK DRIVERS: 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 (FRANKLIN, JEFFERSON AND ST. CHARLES COUNTIES).....	\$ 39.04	15.85
TRUCK DRIVERS: 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 (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES).....	\$ 35.74	15.85

TEAM0056-001 05/01/2024

	Rates	Fringes
TRUCK DRIVERS: GROUP 1 FLAT BED TRUCKS SINGLE AXLE; STATION WAGONS; PICKUP TRUCKS; MATERIAL TRUCKS SINGLE AXLE; TANK WAGONS SINGLE AXLE. (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES).....	\$ 35.93	15.75
TRUCK DRIVERS: GROUP 2 AGITATOR AND TRANSIT MIX-TRUCKS. (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES).....	\$ 36.04	15.75
TRUCK DRIVERS: GROUP 3 FLAT BED TRUCKS TANDEM AXLE; ARTICULATED DUMP TRUCKS; MATERIAL TRUCKS TANDEM AXLE; TANK WAGONS TANDEM AXLE. (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES).....	\$ 36.08	15.75

TRUCK DRIVERS: 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. (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES).....	\$ 36.08	15.75
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TEAM0056-001 05/01/2025

Rates

Fringes

TRUCK DRIVERS, GROUP 1 FLAT BED TRUCKS SINGLE AXLE; STATION WAGONS; PICKUP TRUCKS; MATERIAL TRUCKS SINGLE AXLE; TANK WAGONS SINGLE AXLE. (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).....	\$ 36.27	15.85
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TRUCK DRIVERS, GROUP 2 AGITATOR AND TRANSIT MIX-TRUCKS. (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).....	\$ 36.43	15.85
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TRUCK DRIVERS, GROUP 3 FLAT BED TRUCKS TANDEM AXLE; ARTICULATED DUMP TRUCKS; MATERIAL TRUCKS TANDEM AXLE; TANK WAGONS TANDEM AXLE. (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).....	\$ 36.42	15.85
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TRUCK DRIVERS, 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. (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).....	\$ 36.54	15.85
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TRUCK DRIVERS: GROUP 1 FLAT BED TRUCKS SINGLE AXLE; STATION WAGONS; PICKUP TRUCKS; MATERIAL TRUCKS SINGLE AXLE; TANK WAGONS SINGLE AXLE. (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES).....	\$ 35.54	15.85
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TRUCK DRIVERS: GROUP 2 AGITATOR AND TRANSIT MIX-TRUCKS. (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES).....	\$ 35.70	15.85
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TRUCK DRIVERS: GROUP 3 FLAT BED TRUCKS TANDEM AXLE; ARTICULATED DUMP TRUCKS; MATERIAL TRUCKS TANDEM		
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AXLE; TANK WAGONS TANDEM AXLE. (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES.).....	\$ 35.69	15.85

TRUCK DRIVERS: 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. (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES).....	\$ 35.81	15.85

TEAM0245-001 03/26/2012

Rates	Fringes
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TRUCK DRIVERS: TRAFFIC CONTROL SERVICE DRIVER. (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) (PAID HOLIDAYS: NEW YEAR'S DAY, DECORATION DAY, JULY 4TH, LABOR DAY, THANKSGIVING DAY, CHRISTMAS DAY, EMPLOYEE'S BIRTHDAY AND 2 PERSONAL DAYS.).....	\$ 20.45	0.00

TEAM0541-001 04/01/2025

Rates	Fringes
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TRUCK DRIVERS: GROUP 1: MECHANICS AND WELDERS, FIELD; A-FRAME LOW BOY-BOOM TRUCK DRIVER. (CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES).....	\$ 38.61	15.85

TRUCK DRIVERS: 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 (CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES).....	\$ 38.04	15.85

TRUCK DRIVERS: GROUP 3: OILERS AND GREASERS - FIELD (CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES).....	\$ 37.52	15.85

TEAM0682-002 05/01/2025

Rates	Fringes
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TRUCK DRIVERS: 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 (ST LOUIS CITY AND COUNTY) (ADDITIONAL FRINGE REQUIRED: .A. PENSION: 5/1/2012 - \$182.20 per week. B. HAZMAT REMIUM: 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. 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		
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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.).....\$ 37.83

9.85

TRUCK DRIVERS: 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 (ST LOUIS CITY AND COUNTY) (ADDITIONAL FRINGE REQUIRED: .A. PENSION: 5/1/2012 - \$182.20 per week. B. HAZMAT REMIUM: 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. 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.).....\$ 37.83

9.85

TRUCK DRIVERS: 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 (ST LOUIS CITY AND COUNTY) (ADDITIONAL FRINGE REQUIRED: .A. PENSION: 5/1/2012 - \$182.20 per week. B. HAZMAT REMIUM: 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. 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.).....\$ 37.83 9.85

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>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.65 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract from May 11, 2026, through December 31, 2026. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at www.dol.gov/whd/govcontracts.

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

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.

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 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 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"



**DIVISION OF
LABOR
STANDARDS**

MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS

AFFIDAVIT

COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)

_____ of _____; (2) all requirements of
(Title) (Name of Company)

§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the _____ day of _____, _____.

The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Signature

Subscribed and sworn to me this _____ day of _____, _____.

My commission expires _____, _____.

Notary Public

Receipt by Authorized Public Representative

**PREVAILING WAGE
PROJECT NOTIFICATION –
CONTRACTOR INFORMATION**☐ **New** ☐ **Update**

The information below is requested pursuant to Sections 290.210 through 290.340, RSMo.

1. Date of Notification		2. Annual Wage Order Number Included in Bid Specifications	
3. Popular or Descriptive Name of Project			
4. Estimated Project Cost of Completion <i>(total construction contracts to be awarded)</i> \$			
5. Exact Location of Project <u>County</u> <u>City</u>			
6. Official Name of Public Body or Agency			
7. Name of Contact Person		8. Phone Number <i>(include area code)</i>	
9. Address			
10. Email Address		Website	
11. Contract Award Date	12. Estimated Date of Project Completion	13. Will There Be Any Federal Funds Used in this Contract? ☐ Yes ☐ No	

14. Contractor Information Notification

General Contractor: Name _____
 Address _____
 City _____ State _____ ZIP _____
 Phone Number _____ Email Address _____
 Type of Craftsmen Needed by Project _____
 Scope of Work _____

List all Subcontractors:

1. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

2. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

3. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

(Subcontractors continued)

4. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

5. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

6. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

7. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

8. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

9. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

The state of Missouri requires workers on public works projects be paid the prevailing wage. Public bodies have duties as required under Section 290.210 - 290.340, RSMo.

Mail, Fax, or Email completed form to: DIVISION OF LABOR STANDARDS
Attn: Prevailing Wage Section
P.O. Box 449, Jefferson City, MO 65102-0449
Phone: 573-751-3403 Fax: 573-751-3721
Email: prevailingwage@labor.mo.gov
Website: www.labor.mo.gov/DLS

SUBMIT

*Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711*



APPROVAL DATE: 07/31/2026
MSD Reference No.: 24MSD-00430

Horner Shifrin, Inc.
Jervis Atagana
101 Laura K Dr Ste 101
O'Fallon, MO 63366

PROJECT NAME: Schoettler Road Sidewalk Improvements - City of Chesterfield

Site Address:

Plans for the above referenced project have been approved. Please log into
<https://aca-prod.accela.com/STLMSD/Default.aspx> to view / download approved plans.

Permits are not ready for pickup upon receipt of this letter. Please have the licensed and bonded drainlayer call to ensure permits have been generated and are ready for pickup before obtaining online or in person.

Permits will be required as follows:

- 1 BMP Permit(s)
- 2 Modify Structure Permit(s)
- 10 Reach Permit(s)

Prior to the issuance of the required permit(s) the following deposits must be paid and documents executed by the Project Developer:

- As-Built Deposit in the amount of \$0.00.
- Construction Deposit in the amount of \$0.00, and Construction Deposit Agreement.
- Lift Station Deposit in the amount of \$0.00.
- BMP Deposit in the amount of \$0.00, and BMP Construction Deposit Agreement.
- Conditional Deposit in the amount of \$0.00.

Please refer to Chapter 8 of the District's "Rules and Regulation and Engineering Design Requirements for Sanitary Sewage and Stormwater Drainage Facilities" for an explanation of these requirements. Questions regarding the deposits or agreement should be directed to Construction Management at 314-335-2072.

Construction Permitting General Information

1. Please log into <https://aca-prod.accela.com/STLMSD/Default.aspx> to view / download / obtain permits (if any).
2. Permits will only be issued to and paid for by a licensed and bonded drainlayers for all work related to sewer construction.
3. The Construction permit fee is \$195.00 and must be paid at the time of the issuance of permits. The Construction Inspection fee is \$5.80 per lineal foot of sanitary/combined sewer and \$4.20 per lineal foot of storm sewer.
4. The House Connection Permit and Misc. MSD Inspection fees are \$75.00 for each connection or point of inspection.
5. All fees must be paid prior to issuance of the permits. Please refer to Chapter 10 of the District's "Rules and Regulations and Engineering Design Requirements for Sanitary Sewage and Stormwater Drainage Facilities" for additional information regarding the Construction Permits.
6. Questions regarding Permits should be directed to the Permit Section at 314-768-6272.
7. The approved plans will remain active for one year. If permits have not been applied for within the year a new set of plans will have to be submitted for approval.

NOTE:

1. THIS APPROVAL IS SUBJECT TO STATE HIGHWAY REGULATIONS AND U.S. ARMY CORPS OF ENGINEERS REQUIREMENTS WHERE APPLICABLE.
2. If MSD Permits are required, no occupancy permits are to be issued until MSD grants construction approval on this work.

John C. Grimm, P.E.

Program Manager - Development Review

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

Date Completed: 05/16/2025
Completed By: Mark Sowers

Request for Environmental Review Form#:2024-05-00362

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

Project Information

Prefix:	TAP	Project Number:	5410636	Bridge Number:	
District:	St. Louis	County:		Sponsor:	City of Chesterfield
				Sponsor Email:	smerk@chesterfield
TIP Number:	7270-24	Rte/Street:	Schoettler Road		
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):	CHESTERFIELD, ST. LOUIS CO, SCHOETTLER RD SIDEWALK FROM GREENLEAF VALLEY DR TO WINDSOR VALLEY CT				
Describe RER project improvements in full detail:	As part of the City of Chesterfield commitment to continue improvements to Schoettler Road, the City desires to fill the missing link in the pedestrian network between Chesterfield Parkway and Clayton Road. To accomplish this, the City proposes to install approximately 1,500 linear feet of five (5) foot sidewalk on the east side of Schoettler Road from Windsor Valley Court to Greenleaf Valley Drive to fill in the last sidewalk gap along that route. This project will connect to the sidewalk that was just extended as part of the Schoettler Road bridge replacement project over Creve Coeur Creek - BRM-5410(623). In addition, the project will provide connectivity to the future four-acre Logan Park. The City also completed an asphalt overlay project on Schoettler Road in 2022 as another improvement project for this roadway. The project would include 1,250 LF of new 5' sidewalk, removal of 250' of 4' sidewalk and replacement with 5' sidewalk, six (6) ADA curb ramps, and approximately 950 LF of retaining wall. The new sidewalk and curb ramps will be constructed to meet current ADA standards. The 950 LF of proposed retaining wall includes 200 LF of existing retaining wall that will be removed and relocated approximately five (5) feet to the east to improve line of site for motorists and safety for pedestrians and bicyclists. Associated stormwater improvements will also be included in the final design plans, as necessary. Since there is currently no sidewalk in this area, and there is a steep slope adjacent to the road, pedestrians are forced to walk in the vehicle travel lane in this area which is also on a combined horizontal and vertical curve. It is a very dangerous endeavor to which I can personally attest. I felt very uncomfortable walking the length of this project while preparing this application. By next summer, the volume of residents wanting to walk this area will increase significantly after the planned Logan Park opens in 2023 at 1859 Schoettler Road. Note that there are a significant number of letters of support in Attachment C from residents of the Sycamore Manor subdivision, which is located just north of the project limits, who are likely to use this sidewalk. The project will provide sidewalk on at least one side of Schoettler Road for residents and/or Logan University students who wish to walk to access the retail, restaurant, and commercial options available to the south on Clayton Road and to the north on Chesterfield Parkway. The sidewalk will also allow residents to the north the ability to walk to the new Logan Park which will be open in 2023.				
District Liaison:	William Gabler - 314-453-5082	Contact:	None selected		
Email:	William.Gabler@modot.mo.gov	Email:			
Contact:	None selected	Contact:	None selected		
Email:		Email:			
Date Desired:	06/28/2024	Submit Date:	05/29/2024		
Desired A-Date:	12/31/2024				
Responsible Individual:	Nate Buehrle - (5/29/2024 1:36:22 PM) - 636-439-2397	Submitted By:	Nate Buehrle - (5/29/2024 12:00:00 AM) - 636-439-2397		

Existing Condition

ADT:	2677	Speed Limit:	40
Number of Travel Lanes:	2	Lane Width:	12
Shoulder Width:	0	Curb and Gutter:	Yes
Bridge width, measured from gutterline to gutterline:		Sidewalks:	Left

Proposed Design Improvement

ADT:	2677	Speed Limit:	40	Design Speed:	45
Number of Travel Lanes:	2			Lane Width:	12
Shoulder Width:	0			Curb and Gutter:	Yes
Bridge width, measured from gutterline to gutterline:				Sidewalks:	Right
Bridge Length:				Roadway length:	0.3 miles
Railroad Crossing	No			Drainage District (If Applicable):	St. Louis

Program Year:

Preliminary Engineering:	2024	Right of Way:	2025
Construction:	2026		
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):

Additional R/W (acres):	0.00	Temp Easement (acres):	0.517	Permanent Easement (acres):	0.027
ROW may be needed, but, not yet determined?	Yes				
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:	0.5 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:	☐ Yes ☒ No	Commercial:	☐ Yes ☒ No
No. of People:	Residences:	No. of Employees:	Businesses:

Any Public Involvement planned or completed:

Elements of the public involvement process prior to to formal adoption of the Chesterfield Bikeable Walkable Community Plan included two public forums, a walkability audit, and a community survey. See Attachment C for more detail. Local residents were contacted directly and notified via social media about this proposed grant application to gauge support for the project. The response has been overwhelmingly in support of constructing the proposed sidewalk to fill the existing gap on Schoettler Road. See letters of support in Attachment C.

Average Daily Traffic:

ADT Construction Year: 2026

ADT Design Year: 2021

Traffic Impacts:

Road Closure Planned: ☐ Yes ☒ No

Bridge Closure Planned: ☐ Yes ☒ No

Days/Months Closed:

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

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

Detour Info:

Bicycle / Pedestrian Consideration

Pedestrian facilities
considered: Yes

Bicycle facilities
considered: Yes

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: The sidewalk would provide pedestrian access to the new four acre Logan Park that will be open to the public in 2023 approximately 1,000 feet south of the proposed sidewalk. The project would also provide connectivity to the future "West County Transmission Corridor Trail" that will be located adjacent to Creve Coeur Creek, north of Greenleaf Valley Drive. Logan University is within 1/4 mile of the project.

Wetland/404 Permit: The project is located less than 1/4 mile south of Creve Coeur Creek. It is also located within 1/4 mile of the planned "West County Transmission Corridor Trail", as shown on the St. Louis County Action Plan for Walking and Biking. The Transmission Corridor Trail is planned to be adjacent to Creve Coeur Creek at the Schoettler Road crossing. The project would also provide pedestrian connectivity to Logan University and the new Logan Park, both of which are located within 1/4 mile of the proposed sidewalk.

**Land Disturbance /
Stormwater:**

Farmland: N/A.

**Threatened &
Endangered Species:**

Migratory Birds: Are there
birds nesting on the
structure?

Hazardous Waste:

Cultural Resources: The project is located less than 1/4 mile south of Creve Coeur Creek. It is also located within 1/4 mile of the planned "West County Transmission Corridor Trail", as shown on the St. Louis County Action Plan for Walking and Biking. The Transmission Corridor Trail is planned to be adjacent to Creve Coeur Creek at the Schoettler Road crossing. The project would also provide pedestrian connectivity to Logan University and the new Logan Park, both of which are located within 1/4 mile of the proposed sidewalk.

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:

✖083-SL-24A 1575 nae.pdf

✖2025-03-02 Schoettler
Road Sidewalks T&E
Memorandum_V2.pdf

✖231670 Schoettler Road
Sidewalk Improvement Ph.
1-Combo Report-Rev.
4.3.25-1.pdf

✖2025-03-02 Schoettler
Road Sidewalks T&E Photos
.docx.pdf

✖2025-03-02 Schoettler
Road Threatened and
Endangered Species Plan
Sheets.pdf

✖2025-03-11 Schoettler
T&E Checklist.pdf

✖2025-02-20 2024PW06
Open House Boards.pdf

✖2025-02-20 2024PW06
Open House Sign-in
Sheets.pdf

✖231670 Schoettler Road
Sidewalk Improvement Ph.
1-Combo Report.pdf

✖2.
Review_Compliance_Information_Form.pdf

✖1. CRIR Form-Signed
2.20.25.pdf

✖Support letters.pdf

✖COC BW PLAN - WITH
MAPS.pdf

✖2024-09-30_Schoettler
Road Sidewalk
Improvements TAP-
5410(636) - Preliminary
Plans.pdf

✖Schoettler-
GradingLimits.pdf

✖USGS_Schoettler
Exhibit.pdf

✖
Review_Compliance_Information_Form.pdf

✖ProjectLocationMap.pdf

✖Photos.pdf

✖Schoettler Road
Sidewalk_Location Map.jpg

✖Species List_Missouri
Ecological Services Field
Office.pdf

✖MDC
Report_schoettler_road_sidewalk_66740_68339.pdf

Required Information to be attached for each RER stage:

- Location map (county map, topographic map or aerial map) showing the project limits
- plan sheets
- KMZ files showing tree clearing limits and/or plans
- permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 Project Information Form for review, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)

RER Environmental Screenings

Farmland Impact Status: N/A

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

Environmental Response: The project is in a designated urbanized area as indicated on the U.S. Census Bureau Urban Area Reference Map. Therefore, the project is not subject to the Farmland Protection Policy Act.

LPA Action: None

Attachments:

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

Last Updated: Kerry Stoneking - 6/4/2024 12:42:06 PM

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:

 [FIRMETTE_5410636.PNG](#)

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

Last Updated: Kerry Stoneking - 6/4/2024 12:48:09 PM

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 NDPEs land disturbance permit from MDNR.

LPA Action: If the project will disturb 1-acre or more of land, obtain a NPDES land disturbance permit from DNR. The LPA must also implement best management practices in accordance with that permit and the Clean Water Act.

Attachments:

☒ Land Disturbance / Stormwater Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 6/4/2024 12:51:46 PM

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: Kerry Stoneking - 6/4/2024 12:52:36 PM

Socioeconomic Impact

Status: N/A

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

Environmental Response: UPDATED (2/28/25): The consultant has provided the boards from the meeting which includes a map of the proposed bike/walk paths and an interactive activity for the public to provide their opinion on where they would like to see these paths implemented the most. The consultant confirmed that this activity allowed interactive feedback between the public and the city/consultants. Executive Order (EO) 14096 – “Revitalizing Our Nation’s Commitment to Environmental Justice for All” was enacted on April 21, 2023. EO 14096 on environmental justice does not rescind EO 12898 - “Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations,” which has been in effect since February 11, 1994, and was implemented through USDOT Order 5610.2C. However, EO 14096 was revoked on January 20, 2025, and EO 12898 was revoked on January 21, 2025. UPDATED (2/27/25): A sign-in sheet from the public meeting held on February 20, 2025, has been provided by the consultant. UPDATED (2/24/25): The consultant has confirmed via email that an open house for the project will take place on February 20, 2025. UPDATED (2/11/25): The consultant has provided documentation of the Chesterfield Bikeable Walkable Community Plan as well as letters of support from community members. An email was sent to the consultant on 2/11/25 to verify that the general public was able to view and comment on the social media posts regarding the project since the Chesterfield Bikeable Walkable Community Plan was started over ten years ago. INITIAL: The project requires new right of way, temporary easements, permanent easements that are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The project does not require commercial or residential displacements. Road closures and detours will not be necessary during construction. Elements of the public involvement process prior to formal adoption of the Chesterfield Bikeable Walkable Community Plan included two public forums, a walkability audit, and a community survey. Local residents were contacted directly and notified via social media about this proposed grant application to gauge support for the project. Based on a review of EJScreen, the project site is not located in an area with a high low-income population (0%). The project site is located in an area with a high minority population (73%) and a high limited-English speaking population (90%). However, this project will provide a benefit to the community by increasing access to nearby amenities.

LPA Action: Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Provide sufficient public notice of construction work and traffic management plans consistent with MoDOT’s and local public involvement policies and procedures. Ensure a traffic management control plan is implemented by the contractor during construction which should include how the public will be notified of travel disruptions.

Attachments:

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

Last Updated: Kerry Stoneking - 2/28/2025 9:06:52 AM

Threatened & Endangered Species

Status: Cleared

Status Information:

No Effect

Pending

Cleared

Clearance Date:
05/16/2025

Environmental Response:

UPDATE 5/16/2025: The USFWS 14-day review period has passed with no further comment from USFWS. T&E is complete. The sponsor commits to seasonal tree clearing restrictions by removing trees only between October 16 and March 31. The sponsor should include either a tree clearing job special provision (JSP) with the tree removal dates in the construction contract or follow the tree clearing dates with local forces ahead of the contract. Document the date(s) of tree clearing in the construction diary. UPDATE 5/1/2025: MoDOT has completed a TE review for the project (effects determination attached). The USFWS IPaC lists the following species for the project area: gray bat, Indiana bat, tricolored bat (proposed endangered), monarch butterfly (proposed threatened), western regal fritillary (proposed threatened), and decurrent false aster. There is no critical habitat near the project. Based on the Level 1 MDC report, the project is not anticipated to impact state-protected species. The project will not impact open wetland or floodplain habitat and will have No Effect on the decurrent false aster. The project will not impact tallgrass prairie habitat and will not jeopardize the continued existence of the proposed western regal fritillary. The project will result in minimal impact to opens areas of native or naturalized vegetation and will not jeopardize the continued existence of the proposed monarch butterfly. If the project has not progressed to construction by the time the listing of monarch butterfly as threatened becomes effective, MoDOT will revisit USFWS consultation requirements at that time. MoDOT does not anticipate additional conservation or mitigation measures. The project will not impact any known caves or structures that could be used by bats for roosting. The consultant indicated that 0.47-acre of tree clearing will be required for the project, all within 100 feet of the existing roadway surface. The project is within suitable bat habitat but outside documented bat habitat, and the sponsor has agreed to seasonal tree clearing restrictions, only removing trees during the winter inactive season (Oct 16 – March 31); a JSP will be required. Based on this information, MoDOT determined that the project May Affect, but is Not Likely to Adversely Affect Indiana bats and tricolored bats. Project impacts qualify for informal consultation under the updated USFWS Programmatic BO (2024). A concurrence verification was submitted to USFWS on May 1, 2025. Under the Gray Bat Blanket Clearance Letter (January 10, 2025), projects that qualify for a May Affect, but Not Likely to Adversely Affect, determination under the programmatic BO for Indiana, northern long-eared, and tricolored bats are also not likely to adversely affect the gray bat. Based on this information, MoDOT determined that the project May Affect, but is Not Likely to Adversely Affect, the gray bat with no further Section 7 coordination required. USFWS will have 14 days to provide any comments on the project - TE will remain pending until then. UPDATE: 3/11/25 – The consultant submitted all T&E documentation which has been provided to MoDOT's T&E biologist for review and effects determinations. The environmental specialist will notify the consultant of the progress of the review. Impacts to threatened and endangered species must be assessed for this project. The USFWS IPaC species list and MDC Level 1 Report have been provided. Additional information is required before MoDOT can complete a TE review for the project.

LPA Action:

COMPLETE. Sponsor must ensure the attached tree clearing JSP is included with contract documents and adhered to. Tree removal is only allowed between October 16 and March 31. If the project has not progressed to construction by the time the listing of monarch butterfly as threatened becomes effective, MoDOT will revisit USFWS consultation requirements at that time. MoDOT does not anticipate additional conservation or mitigation measures.

Attachments:

- ✖

USFWS_LPA_Concurrence_verification_TE-Complete_St. Louis_TAP-5410(636)_Schoettler Road.msg
- ✖

USFWS_Concurrence_verification_FHWA_ESAConsult_St. Louis_TAP-5410(636)_Schoettler Road.pdf
- ✖

TE Status - Informal Consultation Tree Clearing JSP Required St. Louis TAP-5410(636) Schoettler Road.msg
- ✖

JSP_Tree_Clearing_Bats_June2024.doc
- ✖

TAP-5410(636)_MoDOT Effects Determination_St. Louis_Schoettler Road Sidewalk_FINAL.pdf
- ✖

Species List_Missouri Ecological Services Field Office_Update March 2025.pdf

► Migratory Birds Status: N/A

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

Environmental Response: Based on review of preliminary plans, it appears no structures that could be used by migratory birds for nesting will be impacted.

LPA Action: None at this time.

Attachments:

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

Last Updated: Kari Sherman - 3/11/2025 1:36:25 PM

► 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:

✕ [EStart_5410636.PNG](#)

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

Last Updated: Kerry Stoneking - 6/4/2024 1:08:48 PM

► 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:

✕ [NWL_5410636.pdf](#)

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

Last Updated: Kerry Stoneking - 6/13/2024 12:41:11 PM

► 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: None

Attachments:

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

Last Updated: Kerry Stoneking - 6/4/2024 12:48:30 PM

Cultural Resources Impact (Section 106/Historic 4f)

Status: Cleared

Section 106 Status: ☐ Pending ☒ Cleared

Section 106 SHPO

Submission Date:

Clearance Date:

05/15/2025

Project Specific Agreement Document:

☒ N/A ☐ PA ☐ MOA

Select Programmatic Agreements Used:

First Choice:

-- Select Programmatic Agreement Used --

Second Choice:

-- Select Programmatic Agreement Used --

Third Choice:

-- Select Programmatic Agreement Used --

Built Environment

Response:

The cultural resources survey must address the area of potential effects (APE) for the built environment. The APE for the built environment is defined as a 100 ft buffer around any areas of new ROW or permanent easement and around any temporary construction easements associated with sidewalk construction. The cultural resources survey should provide photographs, descriptions, and National Register of Historic Places evaluations of any built environment resources (buildings or structures 45 years of age or older) located in the APE for the built

Reviewer:

Elizabeth Gallow

Review completed for Built Environment ☒

Archaeological

Response:

A Qualified Professional archaeologist reviewed the proposed project to construct a 5-foot wide ADA-compliant sidewalk along the east side of Schoettler Road from Windsor Valley Court to Greenleaf Valley Drive. This project will require 0.1 acre of new right-of-way (ROW), 0.1 acre of temporary easement, and 0.1 acre of permanent easement. An unknown amount of acres of tree clearing is anticipated. From historic aerial photographs and maps of the area, previously undisturbed land that could contain archaeological sites is within the proposed project

Reviewer:

Andrew Martin

Review completed for Archaeology ☒

Environmental

Response:

UPDATE 5/15/2025: An adequate cultural resources survey was completed for this project. On April 29, 2025, SHPO concurred with a determination of No Adverse Effects (SHPO Project No. 083-SL-24). There are two archaeological sites in the APE. These sites remain unevaluated for their eligibility for listing in the National Register of Historic Places (NRHP) and thus must be treated as eligible. However, SHPO concurs with the determination that the project as described will have no adverse effect on these sites so long as the project follows the current plans. UPDATE 3/18/2025: You may submit to SHPO. UPDATE 11/12/2024: The project requires a Section 106 Review in consultation with MoDOT, the City of Chesterfield, and the State Historic Preservation Officer (SHPO) for identifying potential cultural resources that may be impacted by the project. Initial Response: MoDOT requires project plans including limits of disturbance, ROW, and easements to determine cultural resource requirements for this project.

LPA Action:

UPDATE 5/15/2025: 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. UPDATE 11/12/2024: A Qualified Professional archaeologist reviewed the proposed project to construct a 5-foot wide ADA-compliant sidewalk along the east side of Schoettler Road from Windsor Valley Court to Greenleaf Valley Drive. This project will require 0.1 acre of new right-of-way (ROW), 0.1 acre of temporary easement, and 0.1 acre of permanent easement. An unknown amount of acres of tree clearing is anticipated. From historic aerial photographs and maps of the area, previously undisturbed land that could contain archaeological sites is within the proposed project area. According to the Missouri Archaeology Viewer, there two previously recorded archaeological sites within the proposed project area. One of these, site SL463, is eligible for the National Register of Historic Places. There are also archaeological sites documented in similar settings in the county. Therefore, an archaeological survey is needed for the project. The cultural resources survey also must address the area of potential effects (APE) for the built environment. The APE for the built environment is defined as a 100 ft buffer around any areas of new ROW or permanent easement and around any temporary construction easements associated with sidewalk construction. The cultural resources survey should provide photographs, descriptions, and National Register of Historic Places evaluations of any built environment resources (buildings or structures 45 years of age or older) located in the APE for the built environment. If such resources are located, please include and all resources located on the associated parcel in the assessment. Resources less than 45 years old within the APE should be noted but do not need to be assessed. An assessment of effects must be provided for any resource that is listed or recommended eligible for listing in the National Register of Historic Places. Please submit a report of the cultural resource survey to MoDOT for review before submission to SHPO. A Review and Compliance Information Form and Cultural Resource Investigation Report Form must accompany every submission to SHPO. A list of Historic Preservation consultants included on MoDOT's LPA Consultant On-Call List can be found here: 2023-2026 LPA Consultant On-Call List | Missouri Department of Transportation (modot.org) Initial Response: Please post plans when available and MoDOT will provide further instructions.

Attachments:☐ Adverse Effect or Conditional No Adverse Effect

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

Checked by:

Elizabeth Gallow

on

05/15/2025

NA



Approved on:

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

Last Updated: Elizabeth Gallow - 5/15/2025 8:09:07 AM

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

Status: N/A

Status Information:



N/A



Pending



Cleared

Clearance Date:

Environmental Response: According to Google Earth imagery and ArcMap GIS public lands layers, there are no Section 4(f) or Section 6(f) resources in the vicinity of the project area. The project will not result in a use to any Section 4(f) properties and no conversion of any Section 6(f) lands.

LPA Action: None

Attachments:

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

Checked by:

Kerry Stoneking

on

06/04/2024

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

Last Updated: Kerry Stoneking - 6/4/2024 1:17:11 PM

Other

Status: N/A

Status Information:



N/A



Pending



Cleared

Clearance Date:

Environmental Response: There are no Wetland Reserve Program resources or other NRCS easements in the vicinity of the project area. There are no additional resource impacts associated with this project.

LPA Action: None

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

Last Updated: Kerry Stoneking - 6/4/2024 1:11:44 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:

05/16/2025

Re-evaluation Date:

NEPA Classification: PCE

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

3

All Environmental Issues
Cleared:

05/16/2025

Commitments and/or
Comments to Sponsor:

If there are any changes in the scope of the project, the Environmental Section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws.

Attachments:

PCE NEPA Concurrence_05.16.25.pdf

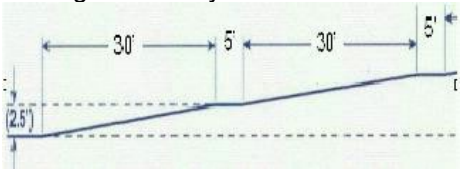
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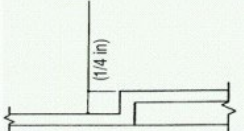
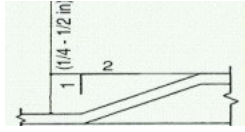
ADA CHECKLIST

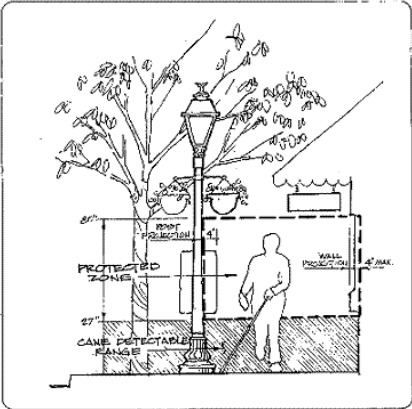
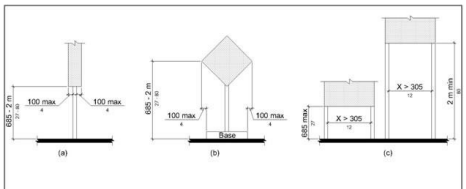
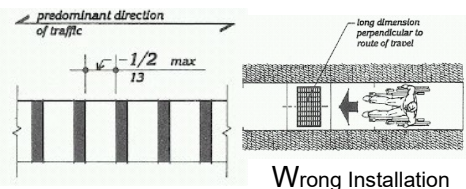
Revised July 8, 2024

Job No. TAP5410(636) Route Schoettler Road County St. Louis County Location City of Chesterfield

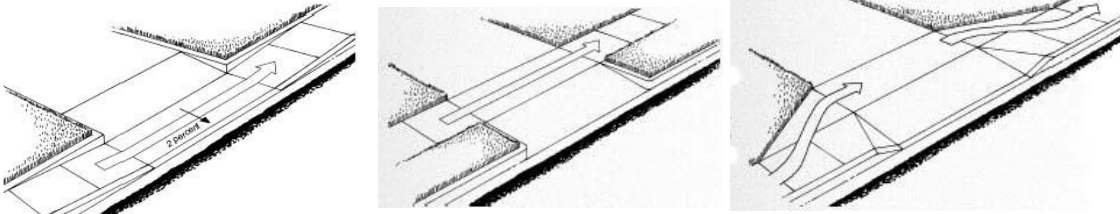
Pedestrian Access Route (PROWAG R204)				
Figures/Examples	Requirements ¹	YES	NO	NA
Sidewalk Width 	- The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb. - The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space. - MoDOT Sidewalks shall be 5 feet wide minimum. ² - MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. ² - Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. ² - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
Passing Spaces	- Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum. - Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.			
Sidewalk Running Slope The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.	- The running slope of a pedestrian access route shall be 5 percent maximum. <u>Roadway Grade Exception:</u> 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. - Running Slopes shall be measured using a calibrated 2 foot long digital level.			

Figures/Examples	Requirements ¹	YES	NO	NA
Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.	• The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered) • 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent). • In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant. • Cross Slopes shall be measured using a calibrated 2 foot long digital level.			
Sidewalk Ramps For example, a sidewalk ramp segment with the maximum allowed running slope of 8.33% would require a landing after every 30' of run. 	• 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. • Sidewalk Ramps shall have landings at the top and the bottom of each ramp run. - The landing clear width shall be at least as wide as the widest ramp run leading to the landing. - The landing clear length shall be 5.0 feet long minimum. - Sidewalk Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum. - Landing slopes shall be 2 percent maximum. - Changes in level at grade breaks shall be flush. • Cross slope of ramp runs shall be 2 percent maximum. • The rise for any ramp run shall be 30 inches maximum. • Sidewalk Ramp runs with a rise greater than 6 inches shall have handrails. • Handrails shall be provided on both sides of stairs and sidewalk ramps. • Edge protection shall be provided on each side of sidewalk ramp runs. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

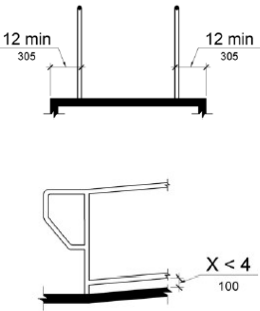
Figures/Examples	Requirements ¹	YES	NO	NA
Vertical Alignment	- Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. - Grade breaks shall be flush. - Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. - Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.			
Changes in Level   	- Changes in level at grade breaks shall be flush. - Changes in level of 1/4 inch high maximum shall be permitted to be vertical. - 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. - The bevel shall be applied across the entire level change. - Changes in level greater than 1/2 inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.			

Figures/Examples	Requirements ¹	YES	NO	NA
 	- Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes. - Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path. - Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3) - Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground. - Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground. - Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.			
  Wrong Installation	- Openings in floor and ground surfaces shall not allow passage of a sphere more than ½ inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Lift holes for manhole/utility covers shall not have an opening greater than ½ inch. Plugging of holes greater than ½ inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.			

ENTRANCES (PROWAG R301)

Figures/Examples	Requirements ¹	YES	NO	NA
	- The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum. - Cross slope shall be 2 percent maximum. - Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition. ² 			

EDGE PROTECTION (PROWAG R406.8)

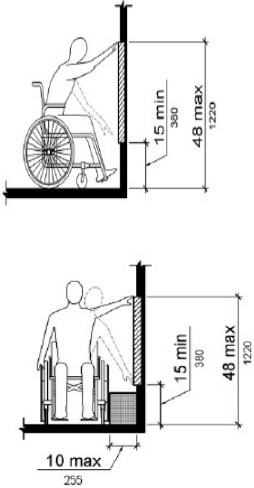
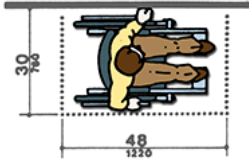
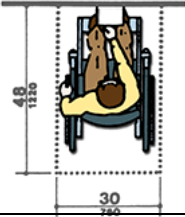
Figures/Examples	Requirements ¹	YES	NO	NA
	- Edge protection shall be provided on each side of ramp runs and at each side of ramp landings. - A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface. - Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail. - Edge protection shall not be required on curb ramps and their landings. - Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10. - Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area.			

HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)				
Figures/Examples	Requirements ¹	YES	NO	NA
	- The clear width of walking surfaces shall be 4.0 feet minimum. - Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps. - Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs. - Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces. - Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum. - Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum. - Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum. - Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges. - Handrails shall not rotate within their fittings. - Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run. - At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. - At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight. - See Edge Protection section above (also PROWAG 406.8) for additional details.			

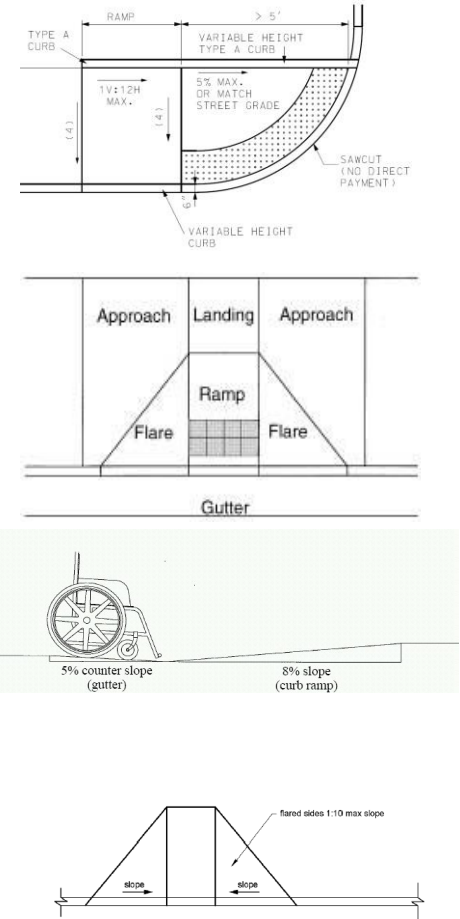
STAIRWAYS (PROWAG R407)

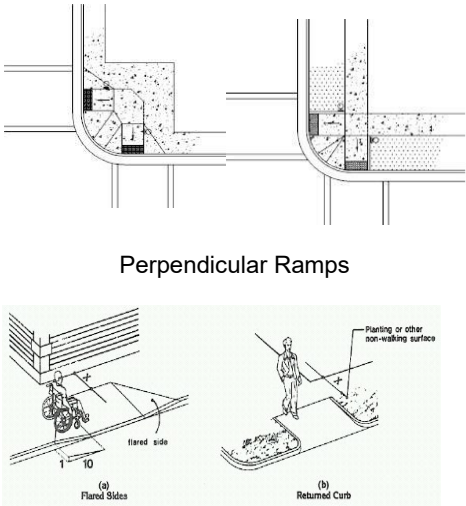
Figures/Examples	Requirements ¹	YES	NO	NA
	- All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum. - Open risers are not permitted. - The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below. - Stairs shall have handrails complying with PROWAG 2005 R408.			

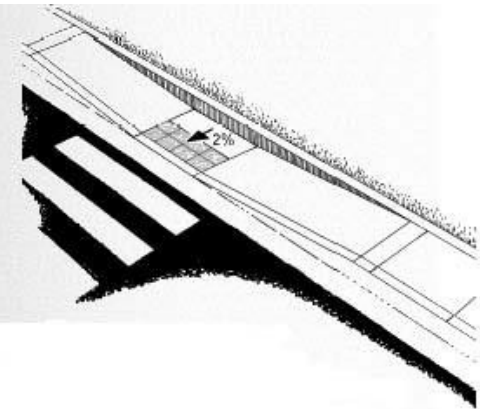
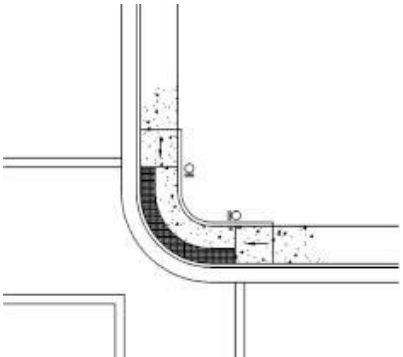
UNOBSTRUCTED REACH RANGES (PROWAG R406)

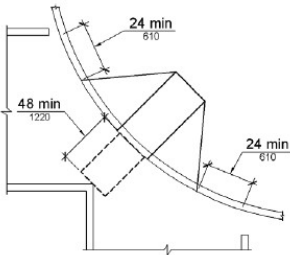
Figures/Examples	Requirements ¹	YES	NO	NA
	Forward Reach - Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. Side Reach - Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground. - EXCEPTION: An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3) Parallel Approach  Forward Approach 			

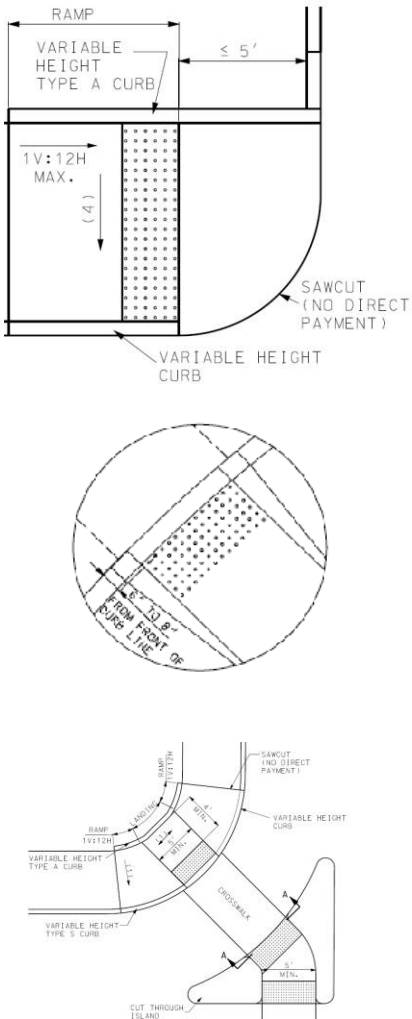
CURB RAMPS (PROWAG R304)

Figures/Examples	Requirements ¹	YES	NO	NA
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.  15 Foot Rule: For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.	- The clear width of curb ramps, excluding the flares, shall be 4.0 feet minimum. - 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. Exception: 15 Foot Rule: The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length. - Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered) - The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. - Handrails and Edge protection shall not be required on curb ramps and their landings. - Curb height = 0 inches within curb ramp spaces. - Curb ramps must be flush with street. - The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5) - The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level. - Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp. - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12. - Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. - Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. - Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. - Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.			

Figures/Examples	Requirements ¹	YES	NO	NA
 Perpendicular Ramps (a) Flared Sides X = 4' Min. Flared Sides in Pathway Flared Sides Not in Pathway (b) Returned Curb Planting or other non-walking surface <u>Roadway Grade Exception:</u> 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.	• Perpendicular curb ramps shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered) • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. <u>Roadway Grade Exception:</u> 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. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space. • Flared sides with a slope of 10 percent maximum, measured parallel to the curbline, shall be provided where a pedestrian circulation path crosses the curb ramp. • If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.) • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.			

Figures/Examples	Requirements ¹	YES	NO	NA
 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.	• Parallel curb ramps shall have a running slope that is in-line with the direction of sidewalk travel. • The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. • The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet. • The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered) <u>Roadway Grade Exception:</u> 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. • A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space. • Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			
	• Blended Transitions shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum. • The clear width blended transitions, excluding flares, shall be 4.0 feet minimum. • Detectable warning surfaces shall be provided where a blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route. • Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.			

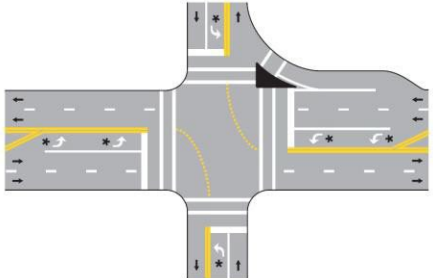
Figures/Examples	Requirements ¹	YES	NO	NA
 	• Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board. • Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow. • The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway. • Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings. • Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing. <u>Roadway Grade Exception:</u> 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. • Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.			

DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)				
Figures/Examples	Requirements ¹	YES	NO	NA
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.  The diagrams illustrate the placement of truncated dome detectable warnings in different urban settings. The top diagram shows a ramp with a variable height curb (Type A) and a sawcut (no direct payment) with a slope of 1V:12H MAX. and a length of 4 feet. The middle diagram is a circular cross-section of a curb with a truncated dome warning. The bottom diagram shows a cut-through island with variable height curbs (Type A and Type S) and a sawcut (no direct payment) with a slope of 1V:12H MAX. and a length of 4 feet.	• Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light. • Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street. • Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street. • Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing. • Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb. • Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel. • Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway. • Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. ² • Detectable warnings shall not be stamped into concrete.			

ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306 and EPG 902.6.1 – EPG 902.6.15)

Figures/Examples	Requirements ¹	YES	NO	NA
    	- 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. - Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line. - Accessible pedestrian pushbuttons shall be located within a reach range complying with EPG 642. - A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route. Roadway Grade Exception: Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route. - Pedestrian signals shall comply with PROWAG 2005 R306 and EPG 902.6.1 through 902.6.15. - 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. - The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves. - The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line. - For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart. - 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. - Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.			

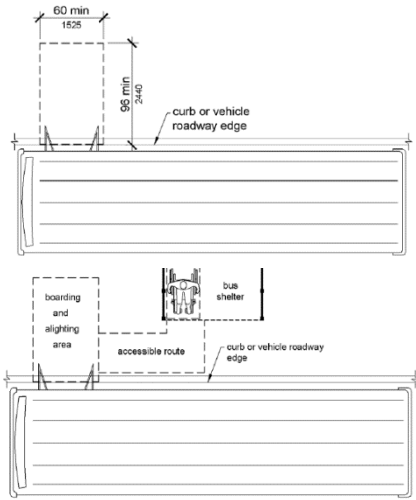
PEDESTRIAN STREET CROSSINGS (PROWAG R305 and EPG 642)

Figures/Examples	Requirements ¹	YES	NO	NA
 	• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island. • Marked crosswalks shall be 6 feet wide minimum. • The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required. • A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control. • Crossings with Stop Control: The cross slope shall be 2 percent maximum. • The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade. • The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk. • 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. • Crosswalk pavement marking is 6 inches wide white. • Stop bar is at minimum 4 feet from the crosswalk. • Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides. • Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route. • Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. • Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.			

ALTERNATE CIRCULATION PATH (PROWAG R302)

Figures/Examples	Requirements ¹	YES	NO	NA
	• Alternate circulation paths shall contain a pedestrian access route. • To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route. • Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66. • Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4). • A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface. • Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface. • Support members shall not protrude into the alternate circulation path.			

BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)

Figures/Examples	Requirements ¹	YES	NO	NA
	• Bus stop boarding and alighting areas shall have a firm, stable surface. • Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway. • Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route. • Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent. • Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter. • Bus shelters shall be connected by an accessible route to a boarding and alighting area.			

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

² A MoDOT requirement.

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

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

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

US Access Board PROWAG

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

Inspector Name: _____	
Inspector Signature: _____	Date:
Contractor Representative Name: _____	
Contractor Representative Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____	
Resident Engineer or Area Engineer Signature:	Date:
Distribution: ☐ Project Office ☐ District Permit Office	

SAMPLE

ADA EXCEPTIONS DOCUMENTATION

Job No. _____ Route _____ County _____ Location _____

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

Inspector Name: _____ Inspector Signature: _____	Date:
Resident Engineer or Area Engineer Name: _____ Resident Engineer or Area Engineer Signature: _____	Date:
Distribution: ☐ Project Office ☐ District Permit Office	