

ADDENDUM #1

RE: **CITY OF DELLWOOD**
Hudson Road & Trask Drive Improvements
WDG No. 0901-19-2

Pages 1 of 1 total

Date: August 21st, 2024

To: All Contract Bidders of Record

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

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

GENERAL CLARIFICATION:

- Revisions to Attachment A
 - Line Item 11 – Skin Patching – Correction of unit measurement – from SY to **TN**
 - Line Item 11 – Skin Patching – Correction of Quantity – from 144 to **10**
- Revision to the Specification
 - Instead of Annual Wage Order 29 – **Corrected to Annual Wage Order 31**
 - **Utilize latest Federal and State Wage Orders at time of Letting for this project.**

END OF ADDENDUM #1

See attachment (Revised Specification)

CITY OF DELLWOOD

HUDSON ROAD & TRASK DRIVE IMPROVEMENTS BID PROPOSAL



Prepared By:

WDG WEIS DESIGN GROUP

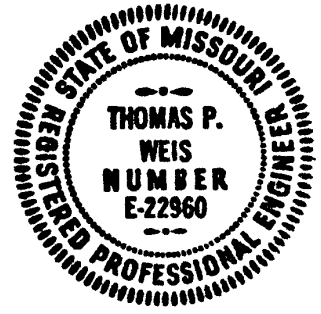
16286 Westwoods Business Park Dr.

Ellisville, Missouri 63021-4504

Phone: 636-207-0832

Email: wdg@weisdesigngroup.com

Issue Date: June 10th 2024
E/A Proj. No. 0901-19-2
STP No. 4901(649)



STP#4901(649)
City of Dellwood
1415 Chambers Road.
DELLWOOD, MO 63135

REQUEST FOR BID

BID OF

Bidder Name _____

Bidder Address _____

FOR
CONSTRUCTING OR IMPROVING
Hudson Road & Trask Drive Improvements

City of Dellwood
St. Louis County

STP# 4901(649)

City of Dellwood
1415 Chambers Road.
DELLWOOD, MO 63135

CONTRACT
AND
BOND
FOR
CONSTRUCTING OR IMPROVING
HUDSON ROAD & TRASK DRIVE IMPROVEMENTS

City of Dellwood
St. Louis County

REQUEST FOR BIDS

Electronic Bids for the construction of the **HUDSON ROAD & TRASK DRIVE IMPROVEMENTS 2023**, will be received by the **City of Dellwood**, St. Louis, Missouri until 11:00 a.m. on **DAY, MONTH, 2023**. Electronic Bids shall be emailed to twilson@cityofdellwoodmo.com and wdg@weisdesigngroup.com. The subject line is to include **"HUDSON ROAD & TRASK DRIVE IMPROVEMENTS (Bid Submittal)"**. It will be the responsibility of the bidders to ensure that their electronic bid submittal was received by Mr. Terry Wilson at the City of Dellwood. Electronic Bid submittals received by the City of Dellwood after **11:00 a.m.** on specified letting date will not be considered.

The contract work in general shall include approximately 9,922 SY 2" asphalt pavement milling, approximately 2,551 TN of 2" thick, fiber-reinforced surface course asphalt, construction of new 108 LF concrete rolled curb, and other misc. pavement repairs. **The contractor is responsible for all items of work and testing necessary to complete the project.** Additional items and estimated quantities are inclusive in the Bid Proposal.

Digital copies of the plans and specifications may be obtained starting on **Day, Month, 2023** by emailing Weis Design Group at wdg@weisdesigngroup.com. A non-refundable fee of **Thirty Dollars (\$30.00)** payable to Weis Design Group is required for a digital copy.

No bid may be withdrawn within thirty (30) days after the scheduled closing time for receipt of bids. The City of Dellwood reserves the right to reject any and all bids and to waive any irregularities therein. The City will only concur with awarding the contract to the "lowest, responsive, responsible bidder".

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 DBE goal for this letting is a minimum **16%** of the total contract amount.

A Performance Bond and Payment and Materials Bond are required.

No trainee hours are required under this contract.

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

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

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

Bidders are informed that the Project is subject to the requirements of Section 292.675, RSMo, which requires all contractors or subcontractors doing work on the Project to provide, and require its on-site employees to complete, a ten (10) hour course in construction safety and health approved by the Occupational Safety and Health Administration ("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. The training must be completed within sixty (60) days of the date work on the Project commences. On-site employees found on the worksite without documentation of the required training shall have twenty (20) days to produce such documentation.

All BIDDERS must meet the MoDOT requirements as a CONTRACTOR prior to bid opening in accordance with the Missouri Standard Specification Book for Highway Construction and Metropolitan St. Louis Sewer District (MSD) Standard Construction Specification (2023)

Date: Month Day, 2023

CITY OF DELLWOOD
ST. LOUIS COUNTY, MISSOURI

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ATTACHMENT A

Bid Bond

DBE Identification Submittal

DBE Provisions

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Form FHWA 1273

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Applicable Federal Wage Rates

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ADA Checklist

NOTICE TO CONTRACTORS

Sealed proposals for the improvements of the **HUDSON ROAD & TRASK DRIVE IMPROVEMENTS**, will be received by the CITY OF DELLWOOD, digitally on **DAY MONTH, 2023 at 11:30 A.M. A Zoom letting will be held and invitations will be sent to bidders on a later date.** All bids shall be submitted by Email Transmittal; subject line to include “**HUDSON ROAD & TRASK DRIVE IMPROVEMENTS (Bid Submittal)**”. Send bids the City of DELLWOOD, at email address twilson@cityofdellwood.com. Copy submittal email to Weis Design Group, at email address: w dg@weisdesigngroup.com. Email submittals received by the City of Dellwood after said time will not be considered.

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

The proposed work includes the furnishing of materials, tools, equipment and labor necessary for the construction of approximately 0.87 miles of street milling, average 2" fibrous asphalt overlay, sidewalk reconstruction and ADA ramps in accordance with the plans and specifications and other items identified in the contract documents. The contractor is responsible for all items of work necessary to complete the project.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2020" and "Missouri Standard Plans for Highway Construction, 2020" and their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

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

General Provisions & Supplemental Specifications

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

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

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

The contracting authority for this contract is “City of Dellwood”.

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

Calendar Days: 180 of calendar days

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

Liquidated damages per day \$ 950.00

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

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102 of the Missouri Standard Specifications for Highway Construction. A sample project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty. .

- Paper Bid Bond
 Cashier's Check

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

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

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

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

are detailed in “**Annual Wage Order No. 31**”, that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Executed by bidder this _____ day of _____ 20_____.

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

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

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

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

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

Please print or type name and title of person signing here

Attest:

Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

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

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

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

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

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

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

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

Asphalt Paving

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

		QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
CITY OF DELLWOOD, MISSOURI - HUDSON ROAD & TRASK DRIVE IMPROVEMENTS					
ROADWAY					
1	Mobilization	1	LS		\$ -
2	Temporary Traffic Control	1	LS		\$ -
3	Type 3 Moveable Barricade	2	EA		\$ -
4	Construction Staking	1	LS		\$ -
5	Backfill	2	CY		\$ -
6	Pavement Prep (Clean Curb & Gutter/Remove Weeds)	1	LS		\$ -
7	Remove & Replace 3" Rolled Concrete Curb and Gutter	108	LF		\$ -
8	Replace Inlet Stone	8	EA		\$ -
9	Remove & Replace Full-Depth Concrete Pavement	50	SY		\$ -
10	2" Deep 6' Wide Edge Mill of Existing Pavement	9,922	SY		\$ -
11	Skin Patching	10	TN		\$ -
12	Remove & Replace Driveway Apron	13	SY		\$ -
13	2 " Avg. Fibrous Asphalt Concrete Surface Course (BP-1)	2,551	TN		\$ -
14	Tack Coat	2,062	GAL		\$ -
15	Rubberized Edge Sealant	14,843	LF		\$ -
16	Painted Turn Arrow	2	EA		\$ -
17	Painted 4" Solid White Striping	110	LF		\$ -
18	Painted 4" Double Solid Yellow Striping	456	LF		\$ -
19	Painted White 12"W Crosswalk Line Striping	3,529	LF		\$ -
20	Painted White 24"W Stop Bar Striping	355	LF		\$ -
21	Remove and Reinstall Speed Humps	6	EA		\$ -
22	Adjust Manholes to Grade	21	EA		\$ -
23	Chevron Sign (W1-8)	1	EA		\$ -
24	Remove & Replace Detector Loops	224	LF		\$ -
Subtotal					\$ -
SPECIFIC PEDESTRIAN ITEMS					
25	Remove and Replace Concrete Sidewalk (4" thick)	4	SY		\$ -
Subtotal					\$ -
SPECIFIC BICYCLE ITEMS					
26	Bicycle Chevron Pavement Marking	24	EA		\$ -
27	Share The Road Sign (W11-1 & W16-1P)	10	EA		\$ -
28	Bike Route Sign (D11-1 & M6-3)	2	EA		\$ -
Subtotal					\$ -
CONSTRUCTION TOTAL:					\$ -

 **AIA** Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

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

OWNER:
(Name, legal status and address)

BOND AMOUNT:

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

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

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

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

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

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

Signed and sealed this _____ day of _____

_____	_____	_____
<i>(Witness)</i>	<i>(Contractor as Principal)</i>	<i>(Seal)</i>
	_____	_____
	<i>(Title)</i>	
_____	_____	_____
<i>(Witness)</i>	<i>(Surety)</i>	<i>(Seal)</i>
	_____	_____
	<i>(Title)</i>	

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

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ACD43070910

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

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

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

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

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

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

Company

By: _____

Date: _____

Title: _____

ANTI-COLLUSION STATEMENT

STATE OF MISSOURI

CITY/COUNTY OF _____

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

_____ Title of Person Signing

of _____

_____ Name of Bidder

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

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

BY _____

BY _____

BY _____

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

Notary Public

My Commission Expires _____

DBE Submittal Forms

Identification of Participating DBEs: The information shown on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the _____ by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is _____ and the email address for submittal is _____. The original copy must be mailed by overnight mail to the Local Public Agency the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is 0%)

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

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

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

DBE Submittal

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

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

Company: _____ Date: _____

By: _____ Title: _____

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR LOCAL PROGRAMS

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

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

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

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

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

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

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

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

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

8.0 DBE Certification, and the Missouri Unified Certification Program. The Missouri Department of Transportation and other certifying agencies within Missouri have partnered to form the Missouri Regional Certification Committee (MRCC) and developed a Unified Certification Program (UCP) pursuant to 49 CFR 26.81 and 7 CSR 10-8.061. Only DBE firms certified by the MRCC are eligible to perform work on a federal-aid contract for DBE contract goal credit. It is the contractor's responsibility to ensure firms identified for participation are approved certified DBE firms. The MRCC DBE Directory can be found at the following link: http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm

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

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

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

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

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

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

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

a contract breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, and by entering into a contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, its subcontractors and suppliers, and the bid bond and contract bond sureties, for each federal-aid contract.

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

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

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

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

(2) The bidder further certifies understanding, that if a DBE subcontractor is terminated, or fails, refuses or is unable to complete the work on the contract for any reason, the contractor must promptly request authority to substitute or replace that firm. The request shall include written documentation that the DBE firm is unwilling or unable to perform the specified contract work. The contractor shall make good faith efforts to find another DBE subcontractor to substitute or replace the dollar amount of the work that was to have been performed by the DBE firm. The good faith efforts shall be directed at finding another DBE to perform the same, or more, dollar amount of work that the DBE firm that was terminated was to have performed under the executed contract. The substitute or replacement DBE firm may be retained to perform the same or different contract work from that which the terminated firm was to have performed. The contractor shall obtain approval from MoDOT in writing before the replacement or termination of one firm with another before the work will count toward the project DBE goal.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (g) Providing interested DBEs adequate information about plans, specifications and requirements of the contract.
- (h) Negotiating in good faith with interested DBEs, not rejecting DBEs as unqualified without sound business reasons based on a thorough investigation of the DBE's capabilities.
- (i) Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance required by the Local Agency or by the bidder.
- (j) Making effective use of available disadvantaged business organizations, minority bidders' groups, local, state and federal disadvantaged business assistance offices, MoDOT and other organizations that provide assistance in the recruitment and placement of DBEs.

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

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

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

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

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

(d) A contractor may not count the participation of a DBE subcontractor toward the contractor's final compliance with the contractor's DBE contract goal obligations until the amount being counted has actually been paid to the DBE. A contractor may count 60 percent of the contractor's expenditures actually paid for material and supplies obtained from a

DBE certified by MoDOT as a regular dealer, and 100 percent of such expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.

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

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

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

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

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

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

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

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

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

providing the contract work or service.

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

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

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

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

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

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

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

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

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

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

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

Leased trucks shall display the name and identification number of the DBE firm that has leased the truck at all times during the life of that lease.

13.5 MoDOT Makes Final Determination On Whether a CUF Is Performed. MoDOT and the Commission will have the final authority to determine whether a DBE firm has performed a CUF on a federal-aid contract. To determine whether a DBE is performing or has performed a CUF, MoDOT will evaluate the amount of work subcontracted by that DBE firm or performed by other firms, and the other firms forces and equipment. Any DBE work performed by the contractor, or by employees or equipment of the contractor will be subject to disallowance under the DBE Program, unless the independent validity and need is demonstrated.

14.0 Use of Joint Checks

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

15.0 Verification of DBE Participation, Liquidated Damages.

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

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

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

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

CITY – CONTRACTOR AGREEMENT
SAMPLE

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

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

ARTICLE 1 – CONTRACT PRICE

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

_____ (Words) _____

\$ (in figures) _____

ARTICLE 2 – SCOPE OF THE WORK

The proposed work includes the furnishing of materials, tools, equipment and labor necessary to construct **HUDSON ROAD & TRASK DRIVE IMPROVEMENTS**. Work includes the construction of:

The contract work in general shall include approximately 9,922 SY 2” asphalt pavement milling, approximately 2,551 TN of 2” thick, fiber-reinforced surface course asphalt, construction of new 108 LF concrete rolled curb, and other misc. pavement repairs. The contractor is responsible for all items of work and testing necessary to complete the project. Additional items and estimated quantities are inclusive in the Bid Proposal.

ARTICLE 3 – TIME OF COMPLETION

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

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

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

ARTICLE 4 – QUANTITIES AND UNIT PRICES

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

ARTICLE 5 – PROGRESS PAYMENT PROCEDURES

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

ARTICLE 6 – FINAL PAYMENT AND ACCEPTANCE

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

ARTICLE 7 – THE CONTRACT DOCUMENTS

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

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

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

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

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

ARTICLE 8 – RATES OF PAY

This Project is subject to the requirements of the State of Missouri Division of Labor Standards “**Annual Wage Order Number 31** or Annual Wage Order (s) then, in effect over the lifetime of the project”. The Contractor shall comply with the requirements of the Annual Wage Order.

In accordance with the **Annual Wage Order Number 31** the Owner has adopted rates for various classifications of workmen on the Project. A copy of the Wage Order is attached to the Contract Documents.

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

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

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

ARTICLE 9 – PERFORMANCE OF THE WORK

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

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

ARTICLE 10 – SUPERVISION

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

ARTICLE 11 – SAFETY

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

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

ARTICLE 12 – INDEMNITY

Refer to “Limits of Insurance” in JSP.

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

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

ARTICLE 13 – LIQUIDATED DAMAGES

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

ARTICLE 14 – TERMINATION BY CITY OR CONTRACTOR

Refer to Division 100; Section 108 of Standard Specifications.

ARTICLE – 15 AUDIT CLAUSE

Examination of Records

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

ARTICLE 16 – EQUAL EMPLOYEMENT OPPORTUNITIY

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

ARTICLE 17 – CHANGES OF VENUE

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

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

CITY OF DELLWOOD

**(SEAL)
CONTRACTOR:**

Name

Name
Company

Date

Date

WITNESS:

WITNESS:

City Admin / Clerk
City of Dellwood, Missouri

Title:

Date

Date

APPROVED AS TO FORM:

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

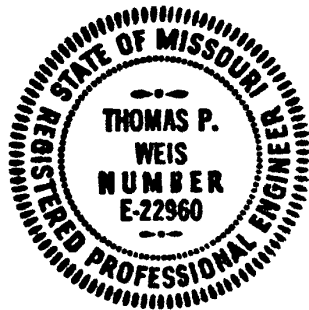
JOB SPECIAL PROVISIONS – TABLE OF CONTENTS

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

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

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

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



A. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

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

*Name: Weis Design Group – Brendan Weis
Address: 16286 Westwoods Business Park Drive, Ellisville MO 63021
Phone Number: 314-565-1179*

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

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

*City of Dellwood – Terry Wilson (City of Dellwood) @ 314-521-4339
Weis Design Group – Brendan Weis (Project Manager) @ 314-565-1179*

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

Missouri Highway Patrol (636-300-2800)		
City of Dellwood	City of	City of
(Fire: 314-521-4339)	(Fire: XXX-XXX-XXXX)	(Fire: XXX-XXX-XXXX)
(Police: 314-522-3100)	Police: XXX-XXX-XXXX)	Police: XXX-XXX-XXXX)

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

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

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

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

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

2.0 Traffic Management Schedule.

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

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

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

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

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

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

2.5.2 Traffic Safety.

2.5.2.1 Where traffic queues routinely extend to within 1000 feet (300 m) of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet (150 m) of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

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

3.0 Work Hour Restrictions.

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

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

D. TRAFFIC CONTROL

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

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

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

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

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

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

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

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

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

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

E. TREE CLEARING RESTRICTION JSP-07-05

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

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

F. ORDER OF WORK

- Phase 1: Mobilization,
- Phase 2: Removals of items noted as T.B.R to T.B.R&R.
- Phase 3: Pour new concrete sidewalk.
- Phase 4: Mill existing asphalt pavement.
- Phase 5: Apply 2" average asphalt overlay.

G. UTILITIES JSP-93-26C

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

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

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

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

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

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

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

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

Date: August 1st, 2023

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

SUBJECT: City of Dellwood
Hudson Road & Trask Drive Improvements
STP# 4901(649)
Utility - Letter of Certification

**LETTER OF CERTIFICATION
UTILITIES "STATUS"**

This project is scheduled to be let in the Spring of 2023. Scope of work: The contract work in general shall include approximately 9,922 SY 2'' asphalt pavement milling, approximately 2,551 TN of 2'' thick, fiber-reinforced surface course asphalt, construction of new 108 LF concrete rolled curb, and other misc. pavement repairs. The contractor is responsible for all items of work and testing necessary to complete the project. Additional items and estimated quantities are inclusive in the Bid Proposal.

The utility status is as follows:

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

Charter Communication: Has no known adjustments for this project.

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

MSD: Has no known adjustments for this project..

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

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

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

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

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

DEFINITIONS:

(Modify Sec. 101)

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

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

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

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

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

(Add to Sec. 101)

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

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

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

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

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

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

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

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

Substantial Completion: The Work (or a specified part thereof) has progressed to the point where, in the opinion of ENGINEER/ARCHITECT, as evidenced by ENGINEER'S/ARCHITECT'S definitive certificate of Substantial Completion, it is sufficiently complete, in accordance with the Contract Documents, so that the Work (or specified

part) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

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

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

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

CONTRACT BOND:

(Replaces Sec. 103.4 and all subsections)

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

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

CLEANUP:

(Add to Sec. 104.11.1)

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

OWNER'S RESPONSIBILITIES IN CONTRACT ADMINISTRATION:

(Replaces Sec. 105.1)

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

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

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

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

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

thereof for CONTRACTOR'S purposes.

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

Underground Facilities:

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

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

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

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

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

ENGINEERING/ARCHITECTURAL SUPERVISION:

(Replaces Sec. 105.1.1)

105.1.1.1 General:

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

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

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

ENGINEER/ARCHITECT will issue with reasonable promptness such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as ENGINEER/ARCHITECT may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract

Documents. If CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time, CONTRACTOR may make a claim therefore.

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

105.1.1.2 Decisions on Disputes:

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

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

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

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

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

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

SUSPENSION OF WORK:

(Amends Sec. 105.1.2 and any subsections)

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

PLANS AND WORKING DRAWINGS:

(Add to Sec. 105.2)

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

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

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

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

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

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

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

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

COOPERATION BETWEEN CONTRACTORS:

(Replaces Sec. 105.6 and all subsections)

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

CONTRACTOR shall afford each utility owner and other contractor who is a party to such a direct contract (or OWNER, if OWNER is performing the additional work with OWNER'S employees) proper and safe access to the site

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

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

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

SURVEYS:

(Replaces Sec. 105.8 and sub-sections)

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

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

MAINTENANCE OF THE WORK:

(Amends Sec. 105.13)

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

PARTIAL ACCEPTANCE:

(Add to Sec. 105.15.1)

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

ARBITRATION:

(Replaces Sec. 105.18 and all subsections)

105.18.1. All claims, disputes and other matters in question between OWNER and CONTRACTOR arising out of, or relating to the Contract Documents or the breach thereof (except for claims which have been waived by the making or acceptance of final payment) will be decided by arbitration in accordance with the Construction Industry

Arbitration Rules of the American Arbitration Association then obtaining subject to the limitations of this Section. This agreement so to arbitrate and any other agreement or consent to arbitrate entered into in accordance herewith as provided in this Section will be specifically enforceable under the prevailing law of any court having jurisdiction.

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

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

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

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

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

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

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

LOCAL BUILDING AND ZONING CODES OR ORDINANCES:

(Delete Sec. 107.1.2)

Delete Section 107.1.2 in its entirety.

NOTICE TO RESIDENTS:

(Add to Sec. 107.5.3)

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

RE-ESTABLISHMENT OF MONUMENTATION:

(Add to Sec. 107.8.1)

It shall be the Contractor's responsibility to replace all survey points, or reference points (iron pipes, rods, concrete monuments, "cut crosses" in concrete, axles, etc.) as shown on the plans, that are disturbed, lost or destroyed during

construction. The re-monumentation of all disturbed points shall be performed by a professionally registered land surveyor.

STAGING AREAS:

(Add to Sec. 107.5.3)

Lane and shoulder closures are intended to provide adequate staging.

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

The Contractor shall not cross private properties.

SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC

(Add to Sec. 107.5.1)

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

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

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

Access to private driveways will be limited by the nature of the work. The CONTRACTOR shall schedule his work such that at no time during the life of this Contract will any driveway be denied access for any reason other than the curing of concrete or laying of asphalt.

All temporary materials used for access will be the responsibility of the CONTRACTOR and shall be included in his unit bid price for each related item. No separate payment will be made for this placement, maintenance or removal of said access. If said access is not supplied as set out above, the City of Dellwood will supply said access with its own forces, without notification to the CONTRACTOR, and will deduct such costs from the sums due the CONTRACTOR, notwithstanding any other provisions given in this contract. Wherever excavation effects pedestrian access to houses or public buildings, plank or other suitable bridges shall be placed at convenient intervals. The Contractor shall determine the most feasible and least disruptive construction sequence, but must allow for local traffic and emergency access.

MATERIAL AND EQUIPMENT

(Add to section 107.5.3)

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

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

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

LIMITS OF INSURANCE:

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

Insurance, Legal Responsibility and Public Safety:

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

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

(b) Indemnity: The Contractor shall indemnify and save harmless the Engineer/Architect, and the Owner from and against all losses and all claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against him by reason of any omission or act of the Contractor, his agents or employees, in the execution of work or in the guarding of it. Policies shall be endorsed to provide coverage for the indemnity provided.

(c) The Certificate of Insurance shall delete the language “Limits shown may have been reduced by paid claims”. If insurance provider will not delete the above statement, a written letter from the insurance carrier/agent indicating coverage’s to be in full force at time certificate was issued and that the insurance carrier/agent will give Owner, in writing 30-days written notice of the reduction of limits. Policy to include Waiver of Subrogation, where allowed by law. A minimum A.M. Best Rating of the insurance carrier must be A7 or better.

(d) Property Damage liability include Explosion, Collapse and Underground hazards for all demolition, grading, excavating, landscaping, sewer and plumbing work.

(e) Contractor's Liability Insurance:

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

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

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

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

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

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

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

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

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

(f) Contractual Liability Insurance:

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

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

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

The obligations of CONTRACTOR shall not extend to the liability of ENGINEER/ARCHITECT, ENGINEER'S/ARCHITECT'S consultants, agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications.

(g) Property Insurance:

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

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

(h) Waiver of Rights:

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

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

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

(i) Receipt and Application of Proceeds:

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

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

(j) Acceptance of Insurance:

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

(k) Partial Utilization - Property Insurance:

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

CONTRACTOR'S RESPONSIBILITY FOR WORK

(Add to Sec. 107.12)

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

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

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

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

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

SUBLETTING OF CONTRACT

(Add to Sec. 108.1)

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

TEMPORARY SUSPENSION OF WORK:

(Amends Sec. 108.6)

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

DEFAULT OF CONTRACT:

(Replaces Sec. 108.10)

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

PAYMENT ESTIMATES:

(Replaces Sec. 109.7.1)

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

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

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

of the Work or Liens have been filed in connection with the Work or there are other items entitling OWNER to a set-off against the amount recommended, but OWNER must give CONTRACTOR immediate written notice (with a copy to ENGINEER/ ARCHITECT) stating the reasons for such action.

MISCELLANEOUS

TEMPORARY UTILITIES:

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

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

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

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

Section 609 – Paved Drainage

(Add to section 609.10.5)

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

PORTLAND CEMENT CONCRETE BASE AND PAVEMENT:

(Add to Sec. 502.15.2)

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

AGGREGATE FOR CONCRETE:

(Amend Sec. 1005.2.1)

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

CLARIFICATION:

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

J. TESTS AND INSPECTION RESPONSIBILITIES PROVIDED BY THE CONTRACTOR:

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

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

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

2.1 Asphalt Concrete Field Quality Control.

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

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

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

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

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

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

-	Wearing Course Surface: 3/16”
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2.5.1 Check surface areas at intervals as directed by Engineer.

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

3.1 Concrete Work Field Quality Control.

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

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

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

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

5.1 Additional Concrete Testing.

5.2 Surface Tolerances. Concrete pavement shall have a surface tolerance in all directions of ¼” in ten feet (10’), when checked with a ten foot (10’) straight edge.

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

Deficiency in Thickness Proportional Part of Contract Price Allowed

0.0 in. to 0.25 in.	100 percent
0.26 in. to 0.50 in.	Ratio= $\frac{(\text{Actual Thickness})^2}{(\text{Specified Thickness})^2}$
Greater than 0.50 in.	None

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

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

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

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

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

6.1 Subgrade Inspection & Testing.

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

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

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

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

Upon completion of the re-working of the subgrade, should the Owner/Engineer continue to have concerns about the adequacy of the subgrade, the Owner will engage a qualified geotechnical engineering testing agency to perform tests and inspections. The Contractor shall allow testing agency to inspect and test subgrades and each fill, or backfill layer. If

test results indicate compaction and preparation of subgrade materials are not in compliance with the specifications, the Contractor shall bear all costs associated with inspection, testing and remediation.

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

The unit cost per square yard for **SUBGRADE REMEDIATION shall include the 6” deep excavation of the unsuitable subgrade material (soft spots, unsatisfactory soils, areas of excessive pumping, or rutting as determined by the Engineer/Owner), the furnishing and placing of subgrade fabric (Mirafi HP 270, or approved equal) directly upon the subgrade, the furnishing, placing and compaction of 3” minus aggregate, and the haul-off and disposal of all unsuitable material(s).** Do not place aggregate when rain is imminent, unless pavement/materials can be placed with Engineer's/Owner's approval to “seal” the subgrade to prevent saturation. The surface of the subgrade shall be smooth & level, free of depressions or humps. Should unsuitable soils extend deeper than 6”, the Contractor shall remediate an additional 6” layer. Reconstruct subgrades damaged by freezing temperatures, frost, rain, accumulated water, or construction activities, as directed by the Engineer/Owner, without additional compensation. Authorized additional excavation and replacement material will be paid for according to Contract provisions for changes in the Work.

7.0 Schedule for Testing and Inspections (as required).

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

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

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

K. REINFORCING FIBERS FOR ASPHALT

DEFINITIONS

A. Reinforcing Fibers: High tensile strength Aramid fiber blend specially formulated to reinforce hot mix asphalt.

- B. Fiber reinforced asphalt concrete (FRAC): A mixture of hot or warm mix asphalt and reinforcing fibers that has greater resistance to rutting, thermal cracking, fatigue cracking, and reflective cracking as compared to conventional non-fiber asphalt mixes.
- C. Aramid Dispersion State Ratio (ADSR): A measure of the dispersion efficiency of the Reinforcing Fibers within asphalt mixes. ADSR is calculated by comparing the mass of aramid in the individual state to the total mass of extracted aramid fibers, expressed as a percentage.

REFERENCES

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

SUBMITTALS

Submit the following as part of the bid package:

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

MATERIALS AND PERFORMANCE

Reinforcing Fiber Properties:

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

Table 1

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

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

Table 2

Reinforcing Fiber Performance Properties			
Performance Measure	Test Method	Standard	Requirement
Dispersion Efficiency	Aramid Dispersion State Ratio (ADSR)	Modified ASTM D2172	≥ 85%
Cracking Resistance	Indirect Tensile Strength (IDT)	AASHTO T322 or ASTM D6931	≥ 20% increase
Resistance to Permanent Deformation (Rutting)	Flow Number (FN)	AASHTO TP79	≥ 35% increase

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

B. Performance Testing Requirements

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

- j. Perform FN tests using the protocol from AASHTO TP79.
- k. Tests results shall include a control and a fiber reinforced mix. FRAC mix shall be identical to control mix except for the inclusion of fibers added at the same dosage as proposed on the project.
- l. Results from fiber specimens shall each show an average FN increase of at least 35% over control specimens.

DELIVERY, STORAGE, AND HANDLING

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

MIXING AND PRODUCTION

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

PLACEMENT

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

QUALITY CONTROL

- A. Aramid Dispersion Visual Test: Collect a 10kg sample of mix from the discharge chute during first 50 tons of production. Visually assess the state of aramid fibers in the sample according to Reference 4 (Section B of this specification) and rate the sample as “Pass” or “Fail”.
 - 1. “Pass” = All fibers exist in an Individual State and no Undistributed Clips or Agitated Bundles of fiber are detected.
 - 2. “Fail” = One or more Undistributed Clips or Agitated Bundles are detected.
- B. If a sample is rated as “Fail”, adjust mixing operations to improve fiber dispersion and repeat Step 1 above.
- C. If Visual Test results in three consecutive “Fail” ratings, plant mix samples should be sent to a third party laboratory for complete ADSR testing before production is allowed to commence.
- D. In addition to Visual Test, use a shovel to inspect FRAC mix in the back of first three trucks and every tenth truck thereafter to confirm adequate blending of the fiber.
- E. Remove any observed fiber bundles from placed mixture and adjust operations per the manufacturer’s recommendation to eliminate future fiber bundle development, and repeat Steps 1 through 3 above to confirm adequate aramid fiber dispersion.

PAYMENT

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

L. FEDERAL AID PROVISIONS

December 1980

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

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

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

Goals

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

Goals for Minority Participation for Each Trade

County	Goal (Percent)	County	Goal (Percent)
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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.

STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY CONSTRUCTION
CONTRACT SPECIFICATIONS (EXECUTIVE ORDER 11246) **1986**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation which this contract resulted.
 - b. "Director" mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes;
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contact resulted are expressed as

percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file 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.

M. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES JSP-10-01A

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

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

http://www.modot.mo.gov/business/contractor_resources/forms.htm

2.1 The ADA Checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring

to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

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

3.0 Coordination of Construction.

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

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

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

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

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

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

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

N. LIQUIDATED DAMAGES FOR WINTER MONTHS

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

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

O. DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS

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

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

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

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

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

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

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

- (a) “If its role is limited to that of an extra participant in a transaction, contract or project through which funds are passed in order to obtain the appearance of DBE participation.” 49 CFR § 26.55(c)(2)
- (b) If the type of transaction does not allow the DBE subcontractor to perform one of the four required functions, such as a prime contractor deciding the price of a commodity to be supplied by the DBE, that transaction is not eligible for DBE credit.

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

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

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

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

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- V. Contract Work Hours and Safety Standards Act Provisions
- VI. Subletting or Assigning the Contract
- VII. Safety: Accident Prevention
- VIII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under

this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are

applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar

with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

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

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

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

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

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

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

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

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

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

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

will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

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

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

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

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions

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

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

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

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

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

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

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

will notify the contracting officer within the 30-day period that additional time is necessary.

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

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-

Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b.(1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

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

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

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

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly

rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

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

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

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

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

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

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

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

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

9. Disputes concerning labor standards. 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 he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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

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

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 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.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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" 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:

(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.

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

3. 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.

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

VII. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 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.

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 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).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 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 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

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

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

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.

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.

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.

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 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee 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 grantee or subgrantee 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.

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.

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. 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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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. 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) 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;

(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; 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.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. 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)

a. By signing and submitting this proposal, the prospective lower tier 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.

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 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 grantee or subgrantee 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 grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

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.

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 Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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.

* * * * *

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

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

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.

ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

This provision is applicable to all Federal-aid projects funded under the Appalachian Regional Development Act of 1965.

1. During the performance of this contract, the contractor undertaking to do work which is, or reasonably may be, done as on-site work, shall give preference to qualified persons who regularly reside in the labor area as designated by the DOL wherein the contract work is situated, or the subregion, or the Appalachian counties of the State wherein the contract work is situated, except:

a. To the extent that qualified persons regularly residing in the area are not available.

b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.

c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

2. The contractor shall place a job order with the State Employment Service indicating (a) the classifications of the laborers, mechanics and other employees required to perform the contract work, (b) the number of employees required in each classification, (c) the date on which the participant estimates such employees will be required, and (d) any other pertinent information required by the State Employment Service to complete the job order form. The job order may be placed with the State Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

3. The contractor shall give full consideration to all qualified job applicants referred to him by the State Employment Service. The contractor is not required to grant employment to any job applicants who, in his opinion, are not qualified to perform the classification of work required.

4. If, within one week following the placing of a job order by the contractor with the State Employment Service, the State Employment Service is unable to refer any qualified job applicants to the contractor, or less than the number requested, the State Employment Service will forward a certificate to the contractor indicating the unavailability of applicants. Such certificate shall be made a part of the contractor's permanent project records. Upon receipt of this certificate, the contractor may employ persons who do not normally reside in the labor area to fill positions covered by the certificate, notwithstanding the provisions of subparagraph (1c) above.

5. The provisions of 23 CFR 633.207(e) allow the contracting agency to provide a contractual preference for the use of mineral resource materials native to the Appalachian region.

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

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 100
ST. LOUIS COUNTY

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

Original Signed by _____

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: _____ **March 8, 2024**

Last Date Objections May Be Filed: **April 8, 2024**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$67.80
Boilermaker	\$42.03*
Bricklayer-Stone Mason	\$62.04
Carpenter	\$64.31
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$57.86
Plasterer	
Communication Technician	\$62.59
Electrician (Inside Wireman)	\$75.44
Electrician Outside Lineman	\$42.03*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$42.03*
Glazier	\$66.98
Ironworker	\$70.24
Laborer	\$53.79
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$57.61
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$69.55
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$54.63
Plumber	\$77.88
Pipe Fitter	
Roofer	\$57.83
Sheet Metal Worker	\$73.78
Sprinkler Fitter	\$82.11
Truck Driver	\$42.03*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

Heavy Construction Rates for
ST. LOUIS County

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$64.02
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$78.52
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$54.45
General Laborer	
Skilled Laborer	
Operating Engineer	\$70.83
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.95
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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


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




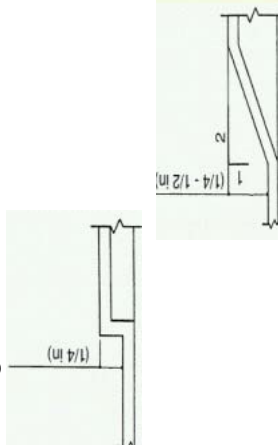

ADA CHECKLIST

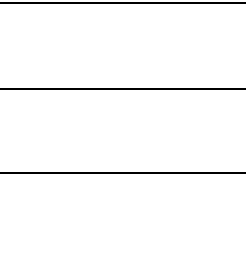
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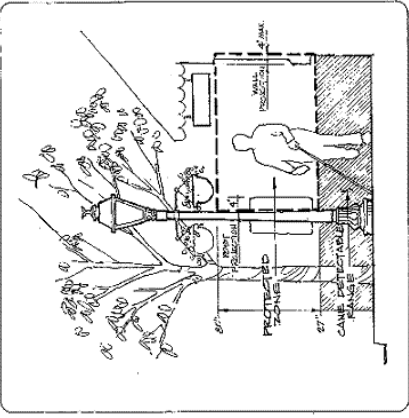
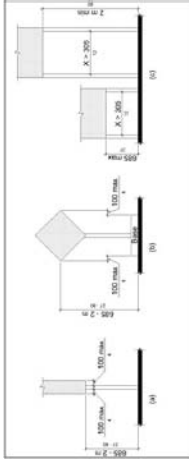


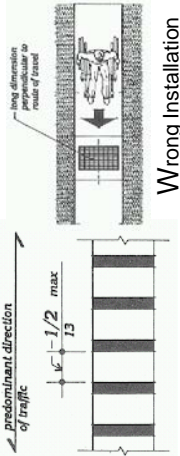
Job No. _____ Route _____ County _____ Location _____


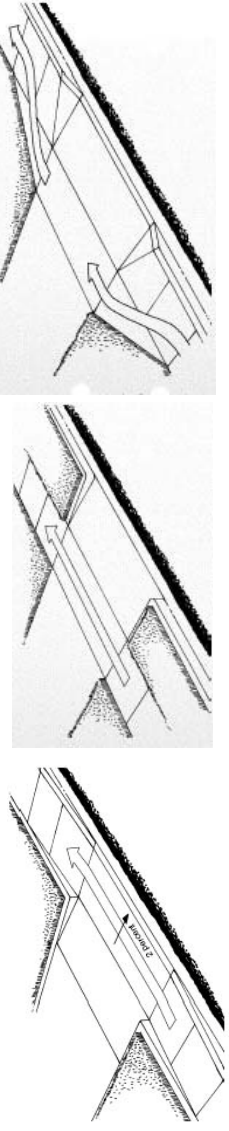
Pedestrian Access Route (PROWAG R204)		YES	NO	NA
Figures/Examples Sidewalk Width 	Requirements¹ <ul style="list-style-type: none"> The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb. The continuous clear width of pedestrian 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	<ul style="list-style-type: none"> 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.	<ul style="list-style-type: none"> The running slope of a pedestrian access route shall be 5 percent maximum. <p>Roadway Grade Exception: 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.</p> <ul style="list-style-type: none"> Running Slopes shall be measured using a calibrated 2 foot long digital level. 			

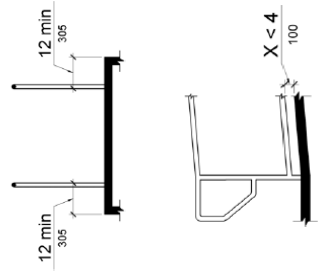
Figures/Examples	Requirements ¹	YES	NO	NA
<p>Sidewalk Cross Slope The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.</p>	<ul style="list-style-type: none"> 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 2.1percent or greater is not ADA compliant. Cross Slopes shall be measured using a calibrated 2 foot long digital level. 			
<p>Sidewalk Ramps For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run.</p> 	<ul style="list-style-type: none"> 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. The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum. Cross slope of ramp runs shall be 2 percent maximum. The rise for any ramp run shall be 30 inches maximum. Ramps shall have landings at the top and the bottom of each ramp run. Ramp runs with a rise greater than 6 inches shall have handrails. Handrails shall be provided on both sides of stairs and ramps. Edge protection shall be provided on each side of 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
<p>Vertical Alignment</p>	<ul style="list-style-type: none"> 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. 			
<p>Changes in Level</p>  	<ul style="list-style-type: none"> 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
<p>Landing A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user.</p> <p>Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.</p>  <p>The diagram illustrates a roadway cross-section. On the left, there is a 'Flare' area sloping down to a 'Ramp'. The ramp is flanked by 'Approach' areas on both sides. A 'Landing' is located at the top of the ramp. Below the ramp, there is a 'Gutter' with a 'Flare' on its right side.</p>	<ul style="list-style-type: none"> The landing clear width shall be at least as wide as the widest ramp run leading to the landing. The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum. The landing clear length shall be 5 feet long minimum. Landing slopes shall be 2 percent maximum. Changes in level at grade breaks shall be flush. Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb. 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. <p>Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level. 			

Figures/Examples	Requirements ¹	YES	NO	NA
     <p>Wrong Installation</p>	<ul style="list-style-type: none"> 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. Openings in floor and ground surfaces shall not allow passage of a sphere more than 1/2 inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel. 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 1/2 inch. Plugging of holes greater than 1/2 inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements. 			

ENTRANCES (PROWAG R301)				
Requirements ¹		YES	NO	NA
<p>Figures/Examples</p> 	<ul style="list-style-type: none"> 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 			

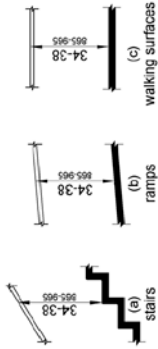
EDGE PROTECTION (PROWAG R406.8)				
Requirements ¹		YES	NO	NA
<p>Figures/Examples</p> 	<ul style="list-style-type: none"> Edge protection shall be provided on each side of ramp runs and at each side of ramp landings. A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, 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 1/2 inch maximum within 10 inches horizontally of the minimum landing area. 			

HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)

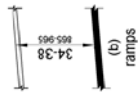
Requirements¹

Figures/Examples

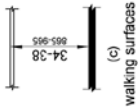
- The clear width of walking surfaces shall be 4.0 feet minimum.
- Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides 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.



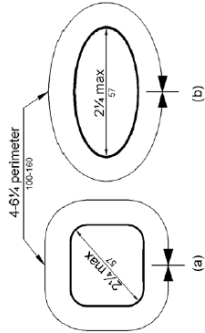
(a) stairs



(b) ramps



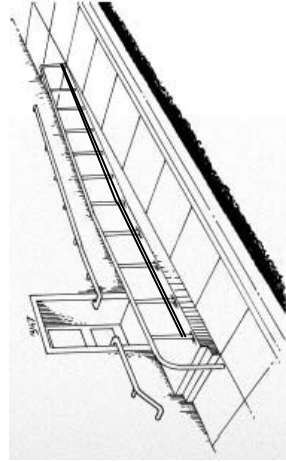
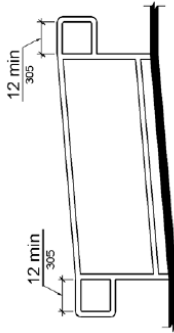
(c) walking surfaces



(a)



(b)



STAIRWAYS (PROWAG R407)

Requirements¹

- 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.

Figures/Examples



YES

NO

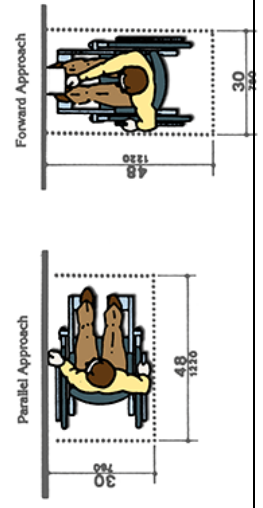
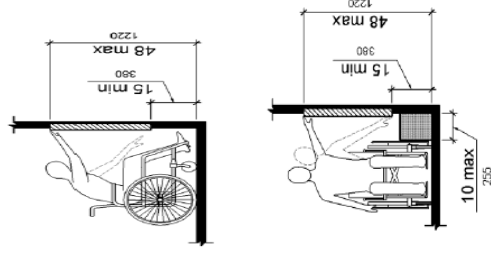
NA

UNOBSTRUCTED REACH RANGES (PROWAG R404)

Requirements¹

- 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)

Figures/Examples



YES

NO

NA

CURB RAMPS (PROWAG R303)

Requirements¹

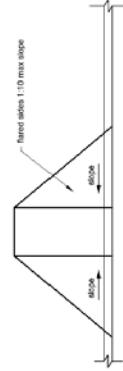
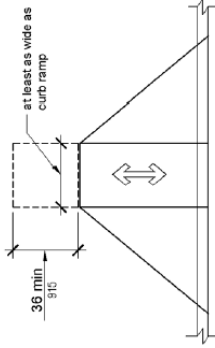
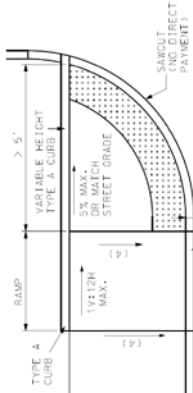
YES

NO

NA

Figures/Examples

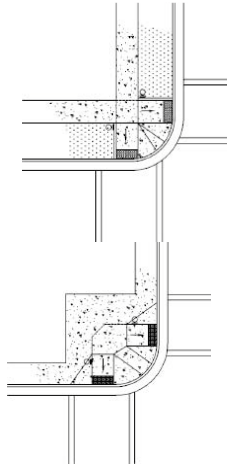
A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.



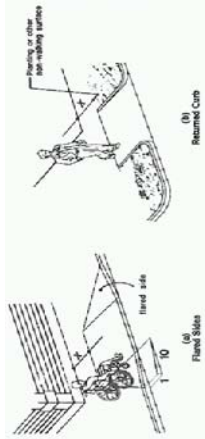
15 Foot Rule: For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.

- The clear width of ramps, excluding the flares, shall be 4.0 feet minimum.
- Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.
- **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.
- 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.
- Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.
- Handrails and Edge protection shall not be required on curb ramps and their landings.
- Curb height = 0 inches within curb ramp spaces. 2
- 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 curb line, 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



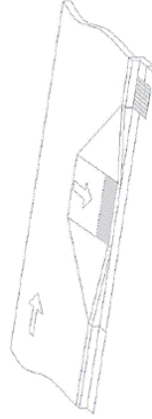
Perpendicular Ramps



X = 4"Min.
Flared Sides in Pathway
Not in Pathway

Roadway Grade Exception:

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.



Requirements¹

- 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.

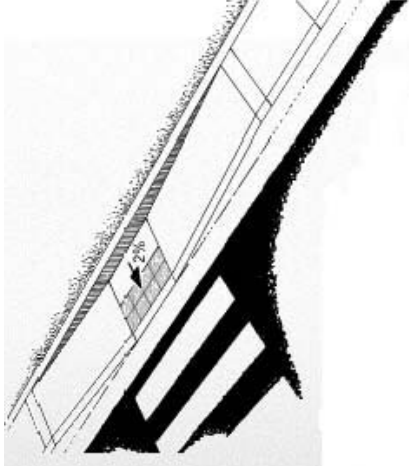
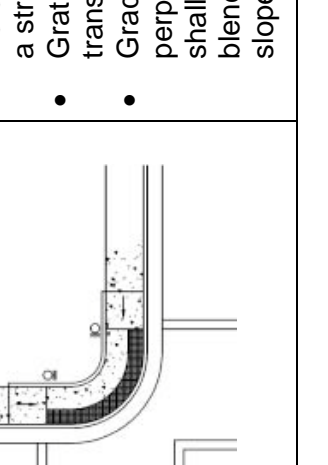
Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop 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.


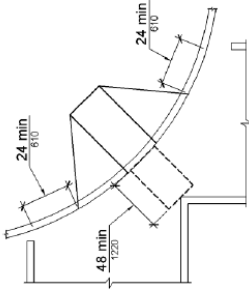
- A landing 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space.
- Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.
- 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.

YES

NO

NA

Figures/Examples	Requirements ¹	YES	NO	NA
 <p>Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> • 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) <p>Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> • 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. 			
	<ul style="list-style-type: none"> • 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. 			

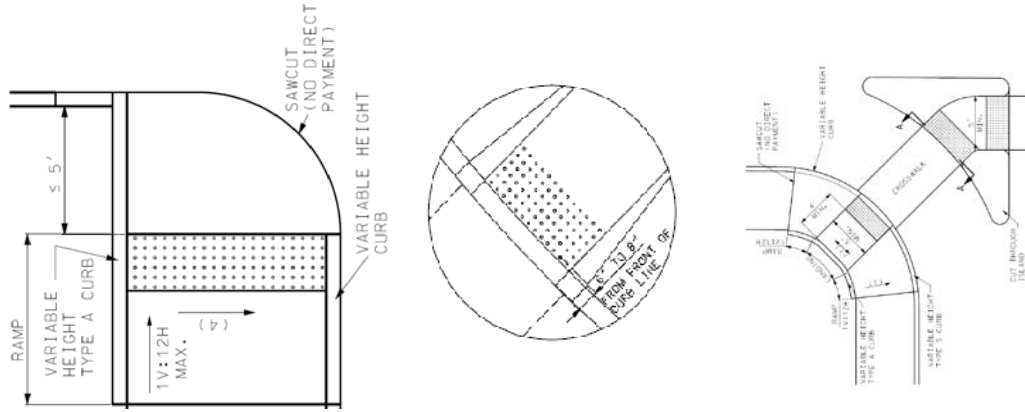
Figures/Examples	Requirements ¹	YES	NO	NA
 	<ul style="list-style-type: none"> • Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board. • Diagonal Curb Ramps or corner 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. <p>Roadway Grade Exception: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> • 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 WARNING DEVICES (TRUNCATED DOMES) (PROWAG R304)

Requirements¹

Figures/Examples

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.



- 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.

YES

NO

NA

ISLANDS AND MEDIANS (PROWAG R305.4)

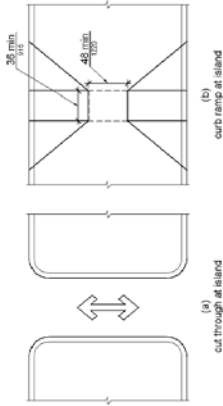
Requirements¹

Figures/Examples

- Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.
- Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides.
- All median island passage spaces shall provide a clear width of 5 feet minimum.²
- Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel.

Roadway Grade Exception: 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.

- Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings.
- Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions.
- 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.
- 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.



YES

NO

NA

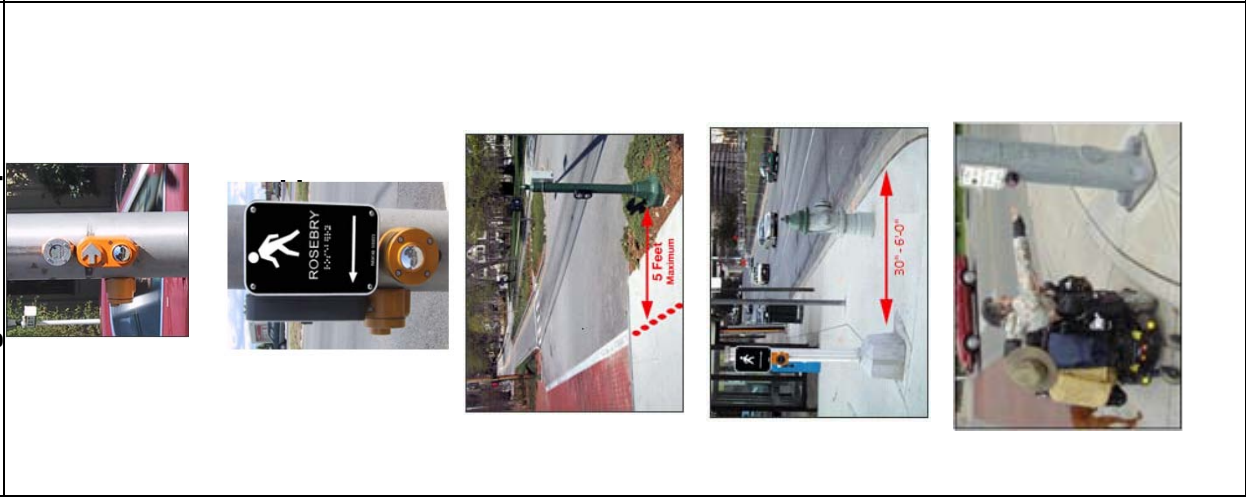
ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306)

Requirements¹

Figures/Examples

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. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. ← **ON HOLD waiting for MoDOT Specs and APL**
 - 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 PROWAG 2005 R404.
 - 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.
 - Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 5 pounds to activate operable parts.
 - 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 at crossings and a minimum 5 feet apart at islands or medians. This minimum distance may be waived for audible pushbuttons in medians and islands with the use of voice commands.
 - Pushbuttons are located no higher than 42 inches from the ground and within 10 inch reach from a level paved landing with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches.
 - Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.

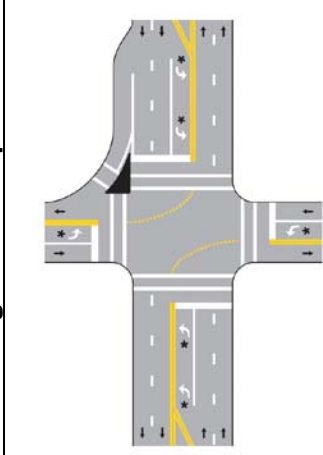


PEDESTRIAN STREET CROSSINGS (PROWAG R305)

Requirements¹


Figures/Examples

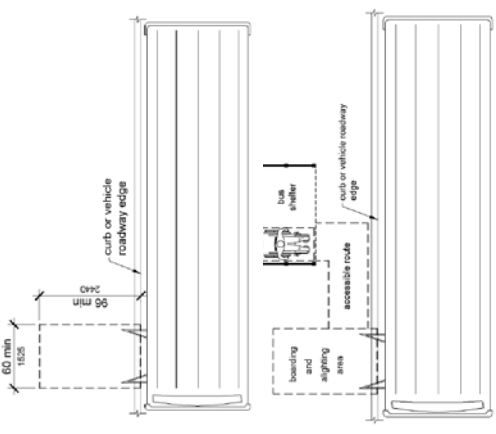
YES **NO** **NA**



- 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.
- Where pedestrian signals are provided at pedestrian street crossings, they shall include accessible pedestrian signals and pedestrian pushbuttons complying with sections 4E.08 through 4E.13 of the MUTCD. Operable parts shall comply with R403. (2011 PROWAG R209.1) **← ON HOLD waiting for MoDOT Specs and APL**
- 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	Requirements¹	YES	NO
	<ul style="list-style-type: none"> • 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. 		NA

BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)			
Figures/Examples	Requirements¹	YES	NO
	<ul style="list-style-type: none"> • 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. 		NA

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

SAMPLE

ADA EXCEPTIONS DOCUMENTATION

Job No. _____ Route _____ County _____ Location _____

<u>Item</u>	<u>Location</u>	<u>Standard</u>	<u>As Built</u>	<u>Discussion</u>
Sidewalk Width	Third Street Sta 3+00 to 7+00 RT	5' wide	Exist 3' wide	Required 5' x 5' Passing Space added at 5+00
Curb Ramp Grade	SE Quad of Main & First	8.33%	11.2%	As-built Curb Ramp is 16.0' long
Parallel Ramp Landing running grade (turning space)	Sta 35+20 to 35+25 Rt Rte 14	2.00%	2.6%	Landing running grade matches existing roadway grade
Sidewalk Grade	Sta 23+45 to 23+52	5.0%	8.4%	Match existing floor at two exist doorways, Straight grade between fixed elevations

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