

Project Manual

Franklin County, Missouri

Ridge Road Bridge Replacement Bridge No. 34200111

Federal Project Number: STP-5490(614)
Cochran Project Number: SC18-836

August, 2020

Presented to:

Franklin County, Missouri



8/18/2020

Date

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STP-5490(614)

Franklin County, Missouri
400 E. Locust Street
Union, Missouri 63084

REQUEST FOR BID

BID OF

Bidder Name_____

Bidder Address_____

FOR
CONSTRUCTING OR IMPROVING

Ridge Road Bridge Replacement

**Ridge Road
In
Franklin County, Missouri**

INVITATION FOR BIDS

Sealed bids for the Franklin County, Missouri (hereinafter "Owner") Ridge Road Bridge Replacement, STP-5490(614) (hereinafter "Project") will be received by the Franklin County Commission, 400 East Locust Street, Union, Missouri 63084, until 10:00 a.m. local time, on Thursday, May 13, 2021, at which time the bids will be publicly opened and read aloud.

The Scope of Work includes removal and replacement of Bridge No. 34200111 including removals, excavations, bridge construction, embankment construction, paving operations, pavement striping, traffic control and other incidental items and work described in the Project Manual, or reasonably inferable therefrom. Franklin County anticipates issuing notice to proceed in the summer of 2021.

Bid packages will be distributed electronically via an ftp link at no cost to the bidder. Hard copies will not be available for purchase. Bidders may make printed copies of the bid documents (plans, project manual, and a bid packet) at their own expense. When requesting the ftp link, you will be required to provide your company name, a contact person and phone number, a complete company address and an e-mail address to be added to the Plan Holders List and for receiving official bidding communications and addenda. If you are not on the Plan Holders List, you will not receive any addenda issued. To request the electronic ftp link, email Mike Spalding at mspalding@cochraneng.com. Project and bidding questions shall be conducted exclusively via e-mail. Any questions regarding this project must be submitted to: mspalding@cochraneng.com, by 4:00 pm local time on May 6, 2021. No written questions after this date or any verbal questions will be recognized.

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

For a contractor to be awarded this project the contractor must have a fully responsive contractor questionnaire on file with the Missouri Highway and Transportation Commission at least 7 days prior to the bid opening date. All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the current Missouri Standard Specifications for Highway Construction. No Second Tier Subcontracting will be allowed.

The wage rates applicable to this project have been predetermined as required by law and are set forth in this specification. When Federal wage rates are applicable and included, this contract is subject to the "Work Hours Act of 1962", (P.L. 87-581: 76 Stat. 357) and implementing regulations. When state and federal wage rates are both required the higher of the two for each job classification shall be used.

Effective January 1, 2009 and pursuant to RSMo 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. The successful bidder must submit a sworn affidavit and documentation affirming the business entity's enrollment and participation in the federal work authorization program and that all of its employees working for the contracted services are not illegal immigrants.

Upon signing the contract, the successful contractor and any subcontractor performing the work shall provide a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees within sixty (60) days of beginning work on the construction project.

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

The DBE Contract Goal for this project is 10%, and DBE firms must be certified by MoDOT to attain credit towards this contract goal. There is no On the Job Trainee goal.

THE OWNER INTENDS TO AWARD THE CONTRACT TO THE LOWEST, RESPONSIVE, RESPONSIBLE BIDDER. THE OWNER RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS, AND TO WAIVE ANY IRREGULARITIES IN THE BEST INTEREST OF THE OWNER WITH MODOT'S CONSENT.

BIDDER CHECKLIST - FINAL CHECKLIST BEFORE SUBMITTING BID

- ☐ 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
- ☐ 2. The complete set of bidding documents shall include all information from: "Request for Bid" through the DBE Submittal Form (DBE-1, DBE-2 and DBE-3) (For DBE forms, see #7). The Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- ☐ 3. All copies of the bid, the Bid Security and all documents that are required to be submitted with the bid shall be enclosed in a sealed envelope identified "SEALED BID ENCLOSED" on the face thereof. The envelope shall be addressed and delivered to the Owner and shall be identified with the project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof and addressed to Franklin County, Missouri
- ☐ 4. Please read all items in the bidding document carefully. Complete all items in ink or by typing in the information.
- ☐ 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. **Affix Corporate Seal if the Bidder is a Corporation.**
- ☐ 6. Submit a bid bond executed by bidder and surety or a certified cashier's check. A sample bid bond has been provided to show acceptable format. Any standard bid bond is acceptable that meets the requirements of the sample provided.
- ☐ 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- ☐ 8. Submit the Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU).
- ☐ 9. Submit the Subcontractor Certification Regarding Affirmative Action.
- ☐ 10. Submit the **completed** Subcontractor Approval Form. A revised form can be submitted with the DBE information within the 3-business day period.
- ☐ 11. Include addenda and addenda cover letter (if any) with the bid. The bidder should retain a duplicate copy.

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

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

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All questions concerning the bid document preparation and project specific questions can be directed to Cochran by email only at mspalding@cochraneng.com.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify Franklin County, at (636) 584-0902 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

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Owner-Contractor Agreement

Form of Contract Performance-Payment Bond

Subcontractor Approval Form

NOTICE TO CONTRACTORS

Sealed bids, addressed to Franklin County, Missouri for the proposed work will be received by the Franklin County Commission until 10:00 a.m. (prevailing local time) on Thursday, May 13, 2021, at the office of the Franklin County Commission Chamber, and at that time will be publicly opened. Bids should be delivered to: 400 East Locust Street, Union, Missouri 63084.

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

The Work includes removal of Bridge No. 3420011 and existing roadway, excavations for ditches, rock blanket, new structure, bridge construction, embankment construction, paving operations, guard rail installation, pavement striping, traffic control, fencing and other incidental items and work described in the Project Manual, or reasonably inferable therefrom.

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

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

- General Provisions & Supplemental Specifications
- Supplemental Revisions to Missouri Std. Plans for Highway Construction

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

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "Franklin County, Missouri", and the term "Engineer" is a reference to the Engineer of Record from Cochran, 737 Rudder Road, Fenton, MO 63026.

The contracting authority for the contact is "Franklin County, Missouri",

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

Working Days: 90

(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

(5) BID GUARANTY: Each bid shall be accompanied by a certified cashier's check or a satisfactory bid bond executed by the bidder and an acceptable Surety company, naming the Owner as Obligee, in the amount of not less than five percent (5%) of the Base bid plus any Alternates ("Bid Security"). If the bidder fails to enter into a Contract with the Owner on the terms stated in his bid, or fails to furnish Performance and Payment Bonds as required by the Contract Documents, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.

The Owner will have the right to retain the Bid Security of bidders to whom an award is being considered until either, (a) the Owner-Contractor Agreement has been executed and the Performance and Payment Bonds have been furnished, (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

(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) of the current Missouri Standard Specifications for Highway Construction. Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, of the current Missouri Standard Specifications for Highway Construction, 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 current 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. 27" 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/docs/default-source/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/cqit/buyam.cfm>

(13) ADDENDUM ACKNOWLEDGEMENT: The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. Include all addenda issued to the bid (cover sheets only) with your complete bid.

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

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

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venture (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. Instead, fully complete the enclosed Subcontractor Approval Form and include with your sealed bid.

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

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

☐ Asphalt Cement

22) **INSTRUCTIONS TO BIDDERS**

ARTICLE 1

DEFINITIONS

1.1 **Bidding Documents** include the Invitation to Bid, Instructions to Bidders, the Bid Form and the proposed Contract Documents including any Addenda issued prior to receipt of Bids. The **Contract Documents** proposed for the Work consists of the Owner-Contractor Agreement, State Wage Determination, Performance and Payment Bond, the Specifications, the Drawings, the Construction Schedule, all Addenda, and all Modifications.

ARTICLE 2**BIDDING DOCUMENTS****2.1 COPIES**

2.1.1 Bidders may obtain digital copies of the Bidding Documents in the manner as defined in the Invitation to Bid. Bidders must complete all contact information requested on the Plan Holders List to obtain the Bidding Documents.

2.1.2 Each bidder shall use a complete set of Bidding Documents in preparing his bid.

2.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

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

2.2.2 Bidders may request clarification or interpretation of the Bidding Documents by making a written request which shall reach the Owner at least seven (7) days prior to the date for receipt of bids. See the Invitation for Bids for contact information.

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

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

2.3 SUBSTITUTIONS

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

2.3.2 No substitution of the materials, products, systems and equipment described in the Bidding Documents will be considered prior to receipt of bids unless written request for approval has been received by the Owner at least ten (10) days prior to the date for receipt of bids. Each such request shall include the name of the material, product, system or equipment for which substitution will be made and a complete description of the proposed substitute including drawings, costs, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems or equipment or other work that incorporation of the substitute would require shall be included in each such request. The Owner, in its sole discretion, may approve or disapprove the proposed substitute.

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

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

2.4 ADDENDA

2.4.1 Addenda will be mailed or delivered to all who are known by the Owner to have received a complete set of Bidding Documents.

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

2.4.3 Prior to submitting his bid, each bidder shall ascertain that he has received all Addenda issued, and he shall acknowledge receipt of all such Addenda in his bid.

ARTICLE 3

BIDDING PROCEDURE

3.1 FORM AND STYLE OF BIDS

3.1.1 Attached to the Contract Documents is a separate, complete set of Bid Forms to be signed and submitted as the Bidder's formal bid. To be considered, a bid shall be properly completed using these Bid Forms.

3.1.2 All blanks on the Bid Form shall be filled in by typewriter or legibly handwritten in ink.

3.1.3 Where so indicated by the make-up of the Bid Form, dollar amounts shall be expressed in both words and figures and in case of discrepancy between the two, the amount written in words shall govern.

3.1.4 Any interlineation, alteration or erasure must be initialed by the signer of the bid.

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

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

3.1.7 The Owner shall not be responsible in any way for any costs or expenses related to the preparation or submission of any bid.

3.2 BID SECURITY

3.2.1 Each bid shall be accompanied by a certified check or a satisfactory bid bond executed by the bidder and an acceptable Surety company, naming the Owner as Obligee, in the amount of not less than five percent (5%) of the Base bid plus any Alternates ("Bid Security"). If the bidder fails to enter into a Contract with the Owner on the terms stated in his bid, or fails to furnish Performance and Payment Bonds as required by the Contract Documents, the amount of the Bid Security shall be forfeited to the Owner as liquidated damages, not as a penalty.

3.2.2 The Owner will have the right to retain the Bid Security of bidders to whom an award is being considered until either, (a) the Owner-Contractor Agreement has been executed and the Performance and Payment Bonds have been furnished, (b) the specified time has elapsed so that bids may be withdrawn, or (c) all bids have been rejected.

3.3 SUBMISSION OF BIDS

3.3.1 Bidders must complete and submit the following for their bid to be considered responsive:

1. A completed, signed and sealed Bid Form acknowledging receipt of all addenda, or acknowledging that there were none.
2. A signed Subcontractor Approval Form including each proposed Subcontractor, or other persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.
3. A signed Subcontractor Certification Regarding Affirmative Action.
4. The Bid Security required by the Project Manual
5. A signed E-Verify Affidavit and Memo of Understanding (MOU).
6. Completed DBE Submittal Forms within three business days of the bid opening.
7. A designation of the Work, item by item, including the related dollar amount and total dollar amount.

3.3.2 All copies of the bid, the Bid Security and all documents listed above that are required to be submitted with the bid shall be enclosed in a sealed envelope identified "SEALED BID ENCLOSED" on the face thereof. The envelope shall be addressed and delivered to the Owner and shall be identified with the project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

3.3.3 Bids shall be deposited at the designated location prior to the time and date for receipt of bids indicated in the Invitation to Bid or any extension thereof made by an Addendum. Bids received after the time and date for receipt of bids will be returned unopened.

3.3.4 The bidder shall assume full responsibility for timely delivery at the location designated for receipt of bids.

3.4 MODIFICATION OR WITHDRAWAL OF BID

3.4.1 A bid may not be modified, withdrawn or cancelled by the bidder within ninety (90) days following the time and date designated for the receipt of bids, and each bidder so agrees in submitting his bid.

3.4.2 Prior to the time and date designated for receipt of bids, any bid submitted may be modified or withdrawn by notice to the party receiving bids at the place designated for receipt of bids. Such notice shall be in writing over the signature of the bidder.

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

3.4.4 The amount of the Bid Security shall be in an amount sufficient for the bid as modified or resubmitted.

ARTICLE 5

PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND

5.1 BOND REQUIREMENTS

5.1.1 The successful bidder shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of the Contract, and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Surety shall be a company licensed to do business in the State of Missouri and shall be acceptable to the Owner. The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments, however if combined into one the amount shall be for two hundred percent (200%) of the Contract Sum.

5.2 TIME OF DELIVERY AND FORM OF BONDS

5.2.1 The bidder shall deliver the required bonds to the Owner not later than the date of execution of the Owner-Contractor Agreement, or if the Work is to be commenced prior thereto in response to a Letter of Intent, the bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.

5.2.2 The bidder shall require the attorney-in-fact who executes the required bonds on behalf of the Surety to affix thereto a certified and current copy of his power of attorney.

ARTICLE 6**FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR****6.1 FORM TO BE USED**

6.1.1 Unless otherwise required in the Bidding Documents, the Owner-Contractor Agreement for the Work shall be in the form attached hereto.

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:

ARTICLE 10**BID FORM PROPOSAL**PROJECT NAME: Ridge Road Bridge ReplacementBID TIME: 10:00 a.m.PROJECT LOCATION: Ridge Road near Sullivan, MissouriBID DATE: May 13, 2021

BIDDER NAME: _____

TO: Franklin County, Missouri ("Owner")

In response to the Invitation for Bids for Project No. STP-5490(614), and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner for the following Base Bid Price:

BASE BID:

Dollars

(Amount in Words)

(\$ _____)

DETERMINATION OF LOW BIDDER. The Low Bidder will be determined by the total of the Base Bid.

DETERMINATION OF DBE PERCENTAGE. The DBE goal percentage will be based on the Base Bid total.

The Base Bid amount is more fully itemized as follows:

BIDDER NAME: _____

ITEMIZED BID FORM

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
1	2013000	Clearing and Grubbing	AC	0.3		
2	2035000	Unclassified Excavation	CY	80		
3	2035500	Embankment in Place	CY	2,780		
4	3040504	Type 5 Aggregate For Base (4")(Roadway)	SY	1,694		
5	3105002	Gravel (A) or Crushed Stone (B)	TON	6		
6	4011209	Bituminous Pavement Mix PG64-22 (BP-1) (2" Surface Course)	TON	191		
7	4013000	Bituminous Pavement Mix PG64-22 (Base) (Two 3 Inch Lifts)	TON	572		
8	6062301A	Transition Section, 7.5 Ft. Posts	EA	4		
9	6062401	Bridge Anchor Section	EA	4		
10	6063015	Type A Crashworthy End Terminal	EA	4		
11	6071041	Tubular Steel Drive Gate, 10' (including post)	EA	2		
12	6072005	5-Strand Barbed Wire	LF	910		
13	6079903	Temporary Fencing	LF	346		
14	6181000	Mobilization	LS	1		
15	7250324A	24 in. Corrugated Metal Pipe	LF	36		
16	8061005	Rock Ditch Checks	LF	60		
17	8061019	Silt Fence	LF	1,000		
		Sub-Total Roadway Items				
18	6161005	Construction Signs	SF	137		
19	6161031	Type III Moveable Barricade with Lights	EA	8		
20	6161099	Changeable Message Sign With Communication Interface, Contractor Furnished, Contractor Retained	EA	2		
21	6206000/1C	4 In. White and Yellow Standard Waterborne Pavement Marking, Type P Beads	LF	3,049		
		Sub-total Signing/Striping/Signal Items				

BIDDER NAME: _____

ITEMIZED BID FORM CONTINUED

Bid No.	Spec. No.	Description	Unit	Quantity	Unit Cost	Extended Cost
22	8051000A	Seeding - Cool Season Mixtures	AC	0.6		
		Sub-total Landscaping/Streetscaping Items				
23	2061000	Class 1 Excavation	CY	150		
24	2160500	Removal of Bridges	EA	1		
25	5031010	Bridge Approach Slabs	SY	99.6		
26	6113021	Furnishing Type 2 Rock Blanket	TON	450		
27	6113041	Placing Type 2 Rock Blanket	TON	450		
28	6240103A	Permanent Erosion Control Geotextile - Class 1	SY	420		
29	7021010	Structural Steel Piles (10")	LF	300		
30	7027000	Pile Point Reinforcement	EA	10		
31	7032003	Class B Concrete (Substructure)	CY	50.2		
32	7034221	Slab on Concrete NU Girder	SY	322.5		
33	7034611	Open Concrete Barrier Curb (32")	LF	188		
34	7056021	NU 35, Prestressed Concrete NU-Girder	LF	368		
35	7101000	Reinforcing Steel (Epoxy Coated)(Grade 60)	LB	9,490		
36	7161000	Plain Neoprene Bearing Pad	EA	8		
		Sub-total Bridge Items				
		Total Base Bid				

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we _____

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

Sealed with our seals and dated this _____

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the City on route(s) _____

in _____ County(ies),
 project (s) _____

for construction or improvement of _____ as set out in said bid;

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

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

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

 Principal

SEAL

By _____
 Signature

 Surety

SEAL

By _____
 Signature of Attorney in Fact

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

DBE Submittal Forms

- (6) **DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening.

(A) DBE Contract Goal: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is « 10.0 »% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

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

_____% OF TOTAL FEDERAL CONTRACT

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

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

[illegible]

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 Cochran, 737 Rudder Road, Fenton, MO 63026 by 4:00 p.m. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is (314) 842-5957 and the email address for submittal is mspalding@cochraneng.com. The original copy must be mailed by overnight mail to Cochran 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	Total
2.					
		Total		Total	Total
3.					
		Total		Total	Total
4.					
		Total		Total	Total
Total DBE Participation					

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

DBE Submittal Forms

(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 contractors management personnel on the project understand and are familiar with the requirements of these federal and state DBE Program regulations; and if the bidder was not familiar with or did not understand the requirements of these regulations, they have contacted the External Civil Rights Division of MoDOT and have been informed as to their duties and obligations under the DBE Program regulations by MoDOT staff and/or by USDOT DBE Program staff.

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

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

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

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

(f) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE subcontractor and supplier, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each DBE firm participating in the contract fully perform the designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. The bidder certifies, under penalty of perjury and other

applicable penal laws, that if it awarded the contract and if MoDOT or the Commission determine that the contractor, a DBE or any other firm retained by the contractor has failed to comply with the DBE Program requirements or federal or state DBE Program regulations, the Commission, through MoDOT, shall have the sole authority and discretion to determine the extent of the monetary value to which the DBE contract goals have not been met, and to assess against and withhold monetary damages from the contractor in the full amount of that breach. The Commission, through MoDOT, may impose any other remedies available at law or provided in the contract in the event of a contract breach. The bidder further understands and agrees that this clause authorizes the Commission, through MoDOT, to determine and fix the extent of the damages caused by a breach of any contractual or regulatory DBE Program requirement and that the damage assessment will be enforced in addition to, and not in lieu of, any other general liquidated damages clause in the contract. By submitting a bid for a federal-aid contract, and by entering into a contract, the bidder irrevocably agrees to such an assessment of liquidated damages for DBE Program purposes, and authorizes the Commission and MoDOT to make such an assessment of liquidated damages against the contractor, and to collect that assessment from any sums due the contractor under the contract, or any other contract, or by other legal process. The bidder makes this certification, agreement and authorization on behalf of itself, its subcontractors and suppliers, and the bid bond and contract bond sureties, for each federal-aid contract.

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

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

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

substitute or replacement firm may begin work on the project in lieu of the DBE firm participation information listed in the executed contract,

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.5 Documentation, and Administrative Reconsideration of the Bidder's Good Faith Efforts. In the bidding documents, the bidder has the opportunity and responsibility to provide certified written documentation as to whether the bidder made a good faith effort to meet the DBE contract goal as proposed by MoDOT. Any bidder that has not met the Commission's proposed DBE contract goal at the time of bid opening must submit the completed "Certification of Good Faith Efforts to Obtain DBE Participation". The certification should be included in the bidding documents, fully and in detail, at the time its sealed bid is submitted, however, if that information is not completed and submitted with the initial sealed bid, the bidder must submit the documentation to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. The complete and signed original documents shall be mailed to the Local Agency no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's

responsibility. The bidder shall attach additional pages to the certification, if necessary, in order to fully detail specific good faith efforts made to obtain certified DBE firm participation in the proposed contract work. If the apparent low bidder appears to have failed to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before the Local Agency and MoDOT reject that bid as non-responsive. However, regardless of the DBE contract goal participation level proposed by the bidder, or the extent of good faith efforts shown, the apparent low and second low bidders shall each timely and separately file their completed and executed "DBE Identification Submittal" or face potential sanctions and the bid bond or guaranty, as specified in [Sec 10.0](#) of these provisions may become the property of the Local Agency subject to the Local Agency's demand.

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

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

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

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

(d) A contractor may not count the participation of a DBE subcontractor toward the contractor's final compliance with the contractor's DBE contract goal obligations until the amount being counted has actually been paid to the DBE. A contractor may count 60 percent of the contractor's expenditures actually paid for material and supplies obtained from a DBE certified by MoDOT as a regular dealer, and 100 percent of such

expenditures actually paid for materials and supplies obtained from a certified DBE manufacturer.

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

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

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

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

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

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

(2) The contractor may count toward the DBE contract goal the entire amount of that portion of the construction contract that is performed by the DBE's own forces and equipment, under the DBE's supervision. This includes the cost of supplies

and material ordered and paid for by the DBE for contract work, including supplies purchased or equipment leased by the DBE except supplies and equipment a DBE subcontractor purchases or leases from the prime contractor or its affiliates.

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

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

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

13.1 Contractor's Obligation to Monitor CUF Performance. It shall be solely the contractor's responsibility to ensure that all DBE firms perform a CUF. Further, the

contractor is responsible to, and shall ensure that each DBE firm fully performs the DBE's designated tasks, with the DBE's own forces and equipment, under the DBE's own direct supervision and management. MoDOT is under no obligation to warn the contractor that a DBE's participation may not count toward the goal, other than through official notification with an opportunity for administrative reconsideration at the conclusion of the contract work.

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

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

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

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

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

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

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

(e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. However, the DBE who leases trucks from a non-DBE is entitled to DBE

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

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

13.5 MoDOT Makes Final Determination On Whether a CUF Is Performed.

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

14.0 Use of Joint Checks

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

15.0 Verification of DBE Participation, Liquidated Damages.

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

15.2 Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the

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

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

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

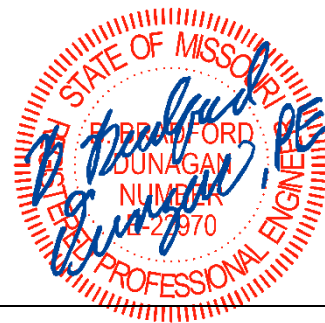
JOB SPECIAL PROVISIONS

(Job Special Provisions shall prevail over all other contract documents whenever in conflict therewith.)

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Date 8/18/2020

B. Bradford Dunagan, P.E. #E22970
State of Missouri
Registered Professional Engineer for
Cochran

1. **GOVERNING SPECIFICATIONS – FEDERAL PROVISIONS**

The general requirements, provisions and technical specifications governing the completion of the work shall be the current edition of the "Missouri Standard Specifications for Highway Construction", including all currently effective supplemental revisions and are made a part of this contract, although not reproduced herein. These documents are available on the Missouri Department of Transportation's webpage 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.

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

The Job Special Provisions and the Construction Plans shall take precedence over all other documents whenever any conflicts exist. If a discrepancy exists between the Construction Plans and the Job Special Provisions, the Job Special Provisions will take precedence.

When the Missouri Standard Specifications for Highway Construction Section numbers are referenced later in these Job Special Provisions, the Standard Specifications apply except as revised by the information contained in the Job Special Provision.

All references to the "Commission" made in the "Missouri Standard Specifications for Highway Construction" shall be interpreted as the Franklin County Commission, Franklin County, Missouri.

All references to the "Engineer" made in the "Missouri Standard Specifications for Highway Construction" shall be interpreted as the Engineer of Record for Cochran, Fenton, Missouri.

All references to the "State" made in the "Missouri Standard Specifications for Highway Construction" shall be interpreted as Franklin County, Missouri.

Unless otherwise stated, all references to "plans" shall refer to the Construction Plans provided with this contract.

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. This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the Contractor and the Contractor's subcontractors shall pay the higher of these two applicable wage rates. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business With MoDOT." Effective Wage Rates will be posted 10 days prior to the applicable bid opening. These supplemental bidding documents have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project.

In the event of any conflict or inconsistency in the Contract Documents, the ranking of the governing document shall be as follows:

1. Job Special Provisions
2. Owner Contractor Agreement
3. Project Specific Drawings

4. Current edition of the Missouri Standard Specifications for Highway Construction
5. Missouri Standard Drawings for Highway Construction

2. TESTING REQUIREMENTS

The QA/QC testing requirements, as listed in the Missouri Standard Specifications for Highway Construction, are waived for this project. Material acceptance testing will follow the Off-Systems Guide Schedule for Federal-Aid Acceptance Sampling and Testing (FAST) guidelines as established by MoDOT and will be performed by a County representative.

3. WORK ZONE TRAFFIC MANAGEMENT PLAN

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

Traffic Management Schedule. 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.

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

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

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.

The contractor shall provide changeable message signs notifying motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The changeable message sign shall be installed at a location as approved or directed by the engineer.

Payment for all costs incurred in handling traffic during construction other than as provided for in the bid form will be considered incidental to the construction of the project.

4. PROJECT CONTACT FOR CONTRACTOR/BIDDER QUESTIONS

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

*Mike Spalding
mspalding@cochraneng.com*

5. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

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 engineer's office shall also be notified when the contractor requests emergency assistance.

Cochran
Andrew Mueller
(314) 609-5660

Cochran Project Manager
Bradford Dunagan, P.E.
(314) 842-4033

Franklin County
Jim Grutsch
Highway Department
(636) 583-6361

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.

Sullivan Fire Department
(573) 468-6161

Sullivan Police Department
(573) 468-8001

County Sheriff Department
(636) 583-2567

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.

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.

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.

6. Guidelines for Obtaining Environmental Clearance for Project Specific Locations

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

Borrow Sites, Haul Roads, Burn Pits, Staging Areas and Spoil Sites at project-specific locations.

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

1. The Endangered Species Act

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

If there are no known records of rare species or sensitive habitats at the proposed site, and it is unlikely that any will be impacted by the activity, the contractor will be given clearance to proceed. However, if rare species are known or likely to occur at the site, or known critical habitat exists, further coordination with MDC and the USFWS will be necessary. Written clearance from the U.S. Fish and Wildlife Service may be required before the project can proceed.

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

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

2. Floodplain/Regulatory Floodway

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

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

Questions regarding floodplain and regulatory floodway should be addressed to:

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

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

3. Federal Emergency Management Agency (FEMA) Buyout Lands

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

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

4. Farmland Protection

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

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

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

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

5. Wetlands

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

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

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

6. Water Quality/Land Disturbance

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

7. Hazardous Waste Sites

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

If the proposed area is basically farmland or pasture, and has not been used for any commercial activity or dumping, hazardous wastes are unlikely. The contractor should simply document the existing and historic land use of the parcel and tell how this assessment was obtained.

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

- Examine any noticeable contamination in the form of surface staining, oil sheen, odors, stressed vegetation, spills, leaks, illegal dumping, etc.
- Conduct interviews of local citizens and current owners to identify past land use practices and hazardous waste management practices.
- Consult with local and state (Missouri Department of Natural Resources, Hazardous Waste Program, 573-751-3176) environmental regulatory agencies to identify if any past problems (complaints, citations, etc.) have occurred at the site, if any permits/licenses have been filed for the site, or if enforcement actions have occurred.

If the above analyses produce negative results, the contractor should provide documentation to the MoDOT Design Division-Environmental Section as to who was contacted and the results of the contact.

However, if through the search for information described above, potential problems are identified, it would be wise to locate another site.

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

8. Historic Preservation

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

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

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

9. Public Land

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

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

7. RESTRICTIONS FOR MIGRATORY BIRDS

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

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

2.1 County to Maintain Prior to the Notice to Proceed. The bridge, or bridges, associated with the work for this contract have been evaluated and, if found, inactive nests have been removed by County staff. County staff will maintain the structures to be free of nests until the Notice to Proceed date. At the notice to proceed, the contractor shall be responsible to maintain the structures to be free of nests until the work on the applicable bridge, or bridges, is complete.

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

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

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

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

3.2.1.1 Tank Washing. Prior to the use or re-use of water hauling equipment following any use with water from streams, lakes or ponds, all equipment shall be washed and rinsed thoroughly with hard spray (power wash) or HOT (104o F) water, e.g. at a truck wash facility.

3.2.1.2 Tank Drying or Treating. Tanks shall be dried or treated in one of the following manners.

3.2.1.2.1 The equipment shall be dried thoroughly, 5-7 days, in the sun before using in or transporting between streams, lakes, and ponds.

3.2.1.2.2 All interior tank surfaces shall be treated with 140° F water for a minimum of 10 seconds contact on all surfaces.

3.2.3.2.3 All interior tank surfaces shall be treated with a 10% bleach solution to kill any aquatic nuisance species. When chlorine treatment is used, all chlorine runoff from equipment washing must be collected and properly treated and/or disposed of.

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

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

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

8. LPA BUY AMERICA REQUIREMENTS

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

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

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

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

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

106.9.3.2 Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate](#))

[form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The Engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the Engineer and retained for a period of 3 years after the last reimbursement of the material.

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

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

9. **UTILITIES JSP**

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:

Utility Name

Crawford Electric Coop
10301 North Service Road W.
Bourbon, MO 65441
(573) 732-4415

Known Required Adjustment

Crawford Electric has services in the area but not within the project limits. There are no conflicts.

Fidelity Communications
64 N. Clark Street
Sullivan, MO 63080
(573) 468-1082

A request has been submitted to Fidelity Communications that they relocate their facilities prior to construction.

The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to Franklin County at this time. This information is provided by Franklin County "as-is" and Franklin County 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 Franklin County 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.

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.

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 Franklin County from damages to any utility facilities interruption of service by it or its subcontractor's operation.

In the event that it is determined that there is a previously unknown conflict with an existing Utility, the Contractor shall immediately stop work at that location and notify the County. The Contractor will be required to coordinate with the conflicting Utility as necessary to remedy the conflict. No direct payment will be given for the coordination beyond that which is already provided for with existing unit cost bid items, however the Contractor may be given additional calendar days based on the duration of time that it takes the Utility Company to relocate their facilities.

10. INSPECTION BY MoDOT AND FHWA

Representatives of the Missouri Department of Transportation and the Federal Highway Administration may make inspection of the work and the Contractor shall grant them access to all parts of the work.

11. ASPHALT CEMENT PRICE INDEX

The MoDOT provision allowing Asphalt Cement Price Indexing will be offered for this project. The provision is as follows:

Adjustments will be made to the payments due the Contractor for any plant mix bituminous base, plant mix bituminous pavement, plant mix bituminous surface leveling, asphaltic concrete pavement and ultrathin bonded asphalt wearing surface that contains performance graded (PG) asphalt binder when it has been determined that the monthly average price for the midpoint of the published prices of PG64-22 for St. Louis, Missouri area and Kansas City area has fluctuated from the monthly average price of the month the project was bid. The St. Louis, Missouri area and Kansas City area prices will be obtained from the Asphalt Weekly Monitor® published by Poten & Partners Inc. The monthly base price will be the price from the last published Asphalt Weekly Monitor® prior to MoDOT's monthly bid opening. The monthly base price, established prior to the monthly bid opening, shall apply to payment estimates for the following month.

The adjusted contract unit price will be applied to the actual amount of PG asphalt binder used by the Contractor for all asphalt items. The adjustment will be applied to projects that have a quantity of asphalt wet ton mix pay items or converted square yard quantity over 1000 tons. For projects that are paid for with square yard pay items, the adjustments will be made for applicable tons calculated based upon the plan square yard quantity and thickness converted to tons excluding the 1:1 wedge. The percentage of virgin PG asphalt binder as shown in the job mix formula will be the basis for adjustments for any asphalt mix type placed on the project during the monthly index period. The effective asphalt binder obtained from the use of Recycled Asphalt Pavement (RAP) and/or Recycled Asphalt Shingles (RAS) will not be eligible for adjustment. The base price index for PG64-22 will be applied to the asphalt mix for mixes using any PG asphalt binder.

Basis of Payment. To determine the adjustment for any material specified in this provision the following formula will be used.

$$A = (B \times C) \times (D - E)$$

Where: A = Adjustment for mix placed during monthly average index period

B = Tons of Mix Placed during the monthly average index period

C = % of virgin PG asphalt binder as listed in the job mix formula in use

D = monthly average price at time mix placement

E = monthly average price at time of bid

The engineer will make adjustment payments, as defined above, for the applicable work completed during each month except for projects on which the contractor is being charged liquidated damages, due to working beyond the project completion date. In this case, the "D" value used for the price adjustment will be either the last "D" value prior to the date that liquidated damage assessment began or the current monthly "D" value, whichever is lower. If the contractor is being charged liquidated damages due to the contract being beyond the project completion date and the current months "D" value results in a deduction, then the current monthly "D" value will be used.

Optional. This provision is optional. If the bidder wishes to be bound by this provision, the bidder shall execute the acceptance form in the Bid. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the Asphalt Cement Price Index. If the Asphalt Cement Price Index is accepted, PG asphalt binder for the project will not be eligible for a material allowance.

12. CONTRACTORS DAILY WORK SCHEDULE

Work hours will be 7:00 a.m. through 7:00 p.m., Monday through Friday. All other times shall be preapproved by the Owner at least 48 hours in advance of work.

In all cases, the Contractor shall notify the Engineer sufficiently in advance of operations, in order to provide for suitable inspection of the preparation work performed by the Contractor. In no case shall the Contractor be permitted to begin operations without prior approval by the Engineer.

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

13. TEMPORARY CONCRETE WASHOUT FACILITIES

Temporary concrete washout facilities are used to contain concrete liquids when the chutes of concrete trucks are rinsed out after delivery of concrete to the construction site. Failure to comply with the following washout location requirements will result in an immediate stop work order.

The Contractor must submit a plan of their proposed temporary concrete washout facility to the Engineer for approval at least 10 days prior to the first concrete pour. Temporary concrete washout facilities are to be in place before any delivery of concrete to the construction site. Temporary concrete washout facilities are to be located at least 50 feet from storm drain inlets, open drainage facilities, or water bodies. Each facility is to be located away from construction traffic or access areas to prevent disturbance or tracking. A sign is to be installed adjacent to each temporary concrete washout facility to inform concrete equipment operators of the designated washout facility and the foreman onsite shall instruct the operators of its location.

Two types of temporary concrete washouts are allowable for use:

1. Prefabricated Portable Facilities
2. Non-Portable Facilities
 - a) Above Grade
 - Constructed using straw bales or a wood frame, and polyethylene sheeting.

- Straw bales or wood frames are used to create a berm then lined with a single sheet of 10-mil polyethylene sheeting which is free of holes, tears, or other defects which may compromise the impermeability of the material.
- Sheeting must extend over the entire basin and berm to prevent escape of discharge.
- b) Below Grade
 - Constructed via excavation and the use of polyethylene sheeting and sandbags.
 - A pit is first excavated in a designated location and then lined with a single sheet of 10-mil polyethylene sheeting which is free of holes, tears, or other defects which may compromise the impermeability of the material.
 - Sand bags are then to hold the sheeting in place.

The number and size of each washout facility is to be determined by the contractor. It is their responsibility to provide enough storage for the excess concrete and water produced on the project.

Temporary concrete washout facilities are to be inspected by the Contractor during their weekly erosion and sediment control inspection, after a storm event of ½" or greater and at the end of any day when concrete has been poured on the construction site. The Engineer will also make periodic inspections. The Contractor is to ensure that there are no leaks, no spills and that the facilities capacity has not yet been compromised. Any overflowing of the washout facilities onto the ground must be cleaned up and removed within 24 hours of discovery. If a rain or snow event is forecasted, a non-collapsing, non-water collecting cover shall be placed over the washout facility and secured to prevent accumulation and overflow of precipitation. Contents of each concrete washout facility are not to exceed 75% of its designed capacity. If the contents reach 75% capacity, discontinue pouring concrete into the facility until it has been cleaned out. Allow slurry to evaporate or remove from the site in a safe manner (i.e. vacuum truck). All hardened material can then be removed and disposed of properly. If a lined basin is used, immediately replace the liner if it becomes damaged. Remove temporary concrete washout facilities when they are no longer needed and restore the disturbed areas to their original condition.

Payment for the temporary concrete washout facilities and any restoration of that area is considered an obligation of the Contractor and incidental to the contract, therefore no direct payment will be made for this work.

14. CHANGEABLE MESSAGE SIGNS

The Contractor shall provide a minimum of two changeable message signs for the duration of the construction.

The Contractor shall be responsible to update the changeable message signs on a daily basis. The language shall be pre-approved by the Engineer in an effort to effectively communicate, in advance, the future traffic disruption and possible traffic delays.

Messages regarding lane closures, street cuts, and paving operations; shall be posted at least a week in advance.

Changeable message signs will be located at strategic locations at both ends of the construction activity, as approved by the Engineer.

15. COORDINATION WITH PUBLIC SERVICES

The Contractor will be responsible to notify: a) school district, b) ambulance district, c) fire and police, d) the County's Trash Hauler and e) the United States Postal Service of the construction sequence and schedule.

16. DUST CONTROL

The Contractor shall take all reasonable precautions to avoid the creation of excessive dust as a result of construction operations. Should excessive dust result from the Contractor's operations, or complaints regarding dust be received from private property owners, the Contractor will be required to take immediate corrective action to alleviate and resolve the dust concern. Should any private property be damaged by excessive dust as a result of the Contractor's operations, the damage shall be repaired at the Contractor's expense. No direct payment will be made to the Contractor for any reason of their compliance with this provision.

17. CLEANING UP

The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the job site.

At the end of each work day the Contractor shall remove all remaining waste materials from and about the project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces (streets, sidewalks, curbs, tree boxes, private property, and cars) and leave the job site "broomclean" or its equivalent. **Failure to comply with this section will result in an immediate Stop Work order.**

18. INCIDENTAL ITEMS

Project coordination, preliminary site investigation, submittal requirements, general administrative duties, scheduling and product shipping and handling are considered incidental to the contract and no direct payment will be made for this work.

A partial list of work items to be considered incidental to the construction shall include, but not be limited to:

- Any traffic control items, other than those listed in the bid form, necessary to meet the standards of the MUTCD shall be considered incidental to the contract.
- Temporary walkways and bridges.
- Hauling and disposal off site of all excavated material, regardless of type.
- Concrete footings for new signs or sign relocations.
- All utility adjustments.
- Asphalt tack and fabric tack coat.
- Any saw cutting.
- Joint sealing.
- Construction site cleanup.
- Temporary Concrete Washout Facilities
- Temporary pavement markings.
- Maintenance of lawns or landscaping as required in the specifications.
- Disposal of Excess Material.

If there is no line item shown in the Itemized Bid Form, any work shown in the Plans or Project Manual shall be considered as a subsidiary obligation of the Contractor covered under the other contract items.

19. STORAGE OF EQUIPMENT

Equipment and materials shall be stored at locations as directed and approved by the Engineer.

20. JOB SITE BULLETIN BOARD

This project requires specific information to be conspicuously displayed on the project where employees regularly congregate in preparation for the day's work. Notices and posters shall be made available on a standard bulletin board. The location of the bulletin board shall be approved by the Engineer and MoDOT. Inspections of the bulletin boards will be conducted when employees begin work on the project and every other month thereafter until the project is complete to ensure the bulletin board is in good condition and still displays the required posters. The list of required information to be posted can be found on the Missouri Department of Transportation website.

A copy of the Erosions Control Plan is also required onsite, available for inspection, at all times. This document shall be stored in a weatherproof enclosure attached to the jobsite bulletin board.

21. PORTABLE TOILET FACILITIES

The Contractor shall furnish and maintain an adequate number of portable restroom facilities for his employees for the duration of the project.

22. CONSTRUCTION REQUIREMENTS

The Contractor is responsible for stage construction of temporary and permanent drainage to prevent ponding and damage to work, subject to the approval of the Engineer.

The Contractor shall observe all legal load limit restrictions for all bridges on all state, county and local roadways.

Access/Haul Roads. All temporary access/haul roads to be constructed shall be approved by the Engineer and shall meet the conditions of the U.S. Army Corps of Engineers 404 Permit and Missouri Department of Natural Resources Section 401 Water Quality Certification issued for this project. After the temporary roads are no longer needed, the Contractor shall remove them and restore the ground to the original condition before construction. This may include clearing and grubbing, seeding and mulching the disturbed areas, temporary drainage structures, additional erosion control devices, fill material and rock or any other equipment, materials, or devices necessary to construct and remove temporary access/haul roads.

The Contractor is encouraged to visit the site in order to determine his preferred method of construction.

No direct payment will be made to the Contractor to recover the cost of equipment, labor, materials or time required to construct and remove haul roads, and to meet all permit requirements and conditions.

23. INSPECTION WAIVER

The County requires inspection of materials and products and requires certifications from the manufacturers or suppliers for compliance with the specifications. Supplier's material certification shall be required for the following items:

- i. Asphalt:
Mix Design Required
Certified Weight Tickets
Tack & Prime
- ii. Concrete:
Mix Design

- iii. Reinforcing Steel:
Mill Certification
- iv. Pipe and Flared End Sections
- v. Piling:
Mill Certification

Submittal – The Contractor shall submit certifications, signed by the material suppliers and the Contractor, that all materials meet the requirements of the specifications. Mix designs shall be submitted to the Engineer for approval, prior to the placement of the material. The Contractor shall provide the additional material necessary for job control testing. No additional payment will be made to the Contractor for this material.

The County will be responsible for the following job control testing:

1. Concrete (test cylinders, air content and slump)
2. Grading and Base compaction

24. SECTION 104 – SCOPE OF WORK

Replacements for damaged right of way marker plaques will be furnished by the Contractor.

The Contractor shall open and clean all existing channels and culverts leaving them free from all excess mud or silt, drift, brush and debris of any kind. This work shall be considered incidental to the work and no direct payment shall be made for work covered by this section.

Relocations. Contractor shall relocate all existing signs, planters, mailboxes, and private lights as necessary for the construction of the improvements. New locations shall be as shown on the plans or directed by the engineer. If no unit price is included in the contract, the relocation will be considered incidental to the work and no direct payment for the relocation will be made.

25. SECTION 105 - CONTROL OF WORK

Temporary Suspension of the Work. In addition to the requirements of the Missouri Standard Specifications for Highway Construction pertaining to temporary suspensions of work, the following shall apply:

If at some point during the provided contract days it is mutually agreed upon between the Owner and Contractor that adverse weather conditions will be in effect for an extended period of time during the winter months, the Owner will provide a written document of record temporarily stopping the counting of contract days until a time, as determined mutually by the Owner and Contractor, that the adverse weather has passed.

During this stoppage, with prior approval from the Owner, the contractor may continue with construction activities however, any days worked will count towards the contract time. Any work allowed during this stoppage would have minimal impact on the residents, business owners and traveling public.

Once the adverse weather period has passed, but no later than April 1, the Owner will provide another written document of record starting the contract days again.

Additional requests for extensions of time, for periods within a temporary suspension of work stoppage will not be approved.

Claims and Disputes. If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within seven (7) days after the occurrence of the event-giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined in accordance with below. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

The Contractor shall carry on the Work and adhere to the Construction Schedule pending all disputes or disagreements with the Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements. The Owner agrees to pay the Contractor, in accordance with the Contract Documents, for Work performed that is not subject to dispute or disagreement.

If conditions are encountered at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, then the Contractor shall give written notice thereof to the Owner before the conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Owner will promptly investigate such conditions and, if they differ materially from those indicated in the Contract Documents and cause an increase or decrease in the Contractor's cost of or time required for performance of the Work, will adjust the Contract Sum or the Contract Time, or both. If the Owner and the Contractor cannot agree on the amount of the adjustment to the Contract Sum or the Contract Time, it shall be determined in accordance with below.

If the Contractor wishes to make a claim for an increase in the Contract Time, he shall give the Owner written notice thereof within seven (7) days after the occurrence of the event-giving rise to such claim. Adjustment to the Contract Time shall be in accordance with Article VI of the Owner-Contractor Agreement.

- a. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. The location of the arbitration will be Franklin County, Missouri.
- b. Notice of demand for arbitration must be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration 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.
- c. No arbitration arising out or related to this Agreement shall include, by joinder, consolidation or other manner, any person not a party to this Agreement.
- d. 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. Sections 10 and 11).
- e. Unless otherwise agreed in writing, Contractor shall carry on the Work and maintain its progress during any arbitration proceedings, and the Owner shall continue to make payments to

Contractor in accordance with this Agreement. This Paragraph shall survive completion or termination of this Agreement.

- f. Prior to the exercise of any rights or remedies described in this Paragraph, Owner and Contractor agree that if any claim or dispute arising out of this Agreement or the breach cannot be settled through direct discussions, they agree to first endeavor to settle the claim or dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

26. SECTION 107 – LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC

Delete Section 107.10.1 of Division 107.10 – Environmental Protection - in its entirety. A Corps of Engineers 404 Permit has been issued specifically for this project and the provisions of that permit shall be followed.

The construction to be performed under this project is subject to the terms and conditions of the U.S. Army Corps of Engineers 404 Permit. A copy of this permit is attached following these Job Special Provisions.

27. SECTION 108 – PROSECUTION AND PROGRESS

Delete Section 108.7.2.1 and substitute the following:

Saturdays, Sundays, and holidays established by law will not be counted as working days.

28. SECTION 109 – MEASUREMENT AND PAYMENT

In accordance with the Missouri Prompt Pay Act (34.057 RSMo), the owner may withhold payment for any of the reasons outlined in RsMO 34.057 as detailed in Section 109 of the current Missouri Standard Specifications for Highway Construction.

29. SECTION 203 - ROADWAY AND DRAINAGE EXCAVATION, EMBANKMENT AND COMPACTION

Modify Section 203.4 as follows:

Delete the reference in Section 203.4.1 that states, "Finishing by hand methods will not be required":
Replace with the following:

Hand raking or fine grading by mechanical means of the disturbed areas shall be required to remove debris and stones. The soil shall be tilled to a depth of 4" and graded to a reasonably smooth surface.

In section 203.4.1.1, Field Stone, the maximum size of permissible field stone shall be changed from 4 inches (100 mm) maximum to 1 inch (25 mm) maximum.

30. SECTION 206 – EXCAVATION FOR STRUCTURES

Final measurement of Class 1 Excavation will not be made unless there is an authorized change from plan location resulting in a different quantity. Measurement of Class 2 Excavation will be made to the nearest 1/2 cubic yard for each structure of that volume of material actually removed from within the limits herein established. The volume measured will be limited by vertical planes 18 inches (450 mm) outside of and parallel with the neat lines of footings, tie beams, or overhangs of structures classed as bridges or retaining walls. The upper limits of the volume measured will be the specific elevation indicated on the plans. The lower limits of the volume measured will be the bottom of the footings,

bottom of seal courses, or 18 inches below the bottom of tie beams and overhangs. For timber bents, the excavation will be measured within the horizontal limits shown on the plans to the bottom of the backing supports for end bents, and to the bottom of the sway bracing for intermediate bents.

31. SECTION 216 – REMOVALS FOR BRIDGE STRUCTURES

The Contractor shall provide notification to all appropriate federal, state and local agencies 10 days prior to demolition. Notification to MDNR is necessary for the demolition regardless of whether asbestos is present.

The Contractor has the option of removing the existing bridge by whatever method he may choose subject to the approval of the Engineer. The use of explosives will not be allowed on this project. The Contractor shall accept full responsibility for the safety and feasibility of his operations and the approval of the Engineer shall not relieve the Contractor of this responsibility.

The Contractor shall submit his proposed methods and plan for the removal of the bridge to the Engineer for review within 14 days after the award of the contract and a minimum of 14 days prior to beginning the bridge removal. The bridge removal plan shall include his proposed method of removing and dismantling the existing superstructure as well as his proposed method of demolishing and removing the substructure. Also, the plan shall include the proposed method of disposal and copies of forms required by section 202.401.1.

32. SECTION 304 - BASES AND AGGREGATE SURFACES

Delete Section 304.3.5 - Substitutions For Aggregate Base - in its entirety.

Modify Section 304.6 - Basis of Payment – as follows:

The accepted quantities of aggregate base course, of the thickness and type specified in the bid form, will be paid for at the contract unit price for each of the pay items included in the contract. Payment will be considered full compensation for all material, equipment, compaction and water used in performing this work. If there is no line item for aggregate base, then all aggregate base required for that work, as shown in the plans, shall be considered incidental to the price of the construction and should be included in the unit price of that specific bid item.

33. SECTION 401 – PLANT MIX BITUMINOUS BASE AND PAVEMENT

Placing the Mix. Place in strips not less than 9' wide, unless otherwise acceptable to Resident Engineer. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. This procedure shall be followed until the full width of the street is complete. The intent is to avoid cold longitudinal joints on the surface course. Prior to the first pavement strip's temperature dropping below 200 degrees Fahrenheit, the second strip will be required to be laid alongside the first pavement strip. This will create a hot joint, the density on both sides of the joint will be compacted together to form a solid bond. If Contractor does not pave adjacent to the previous strip, the Contractor will be required to sawcut the longitudinal joint to create a vertical edge. Prior to the adjacent asphalt mat the Contractor shall clean the vertical edge and apply tack coat. This work shall be considered incidental to the contract.

Measurement and Payment. The quantity measured shall be the number of tons of asphalt in place, compacted and approved by the Engineer. Payment shall be at the unit price per ton of asphalt placed which shall be full compensation for furnishing and placing all materials.

34. SECTION 501 - CONCRETE

The Contractor may be required to submit representative samples of each ingredient to the Engineer for laboratory testing.

Concrete used for uniformity testing shall not be used in construction.

35. SECTION 502 - PORTLAND CEMENT CONCRETE BASE AND PAVEMENT

Station number placement on new pavement is not required for this project.

36. SECTION 601 - FIELD LABORATORIES

Field Laboratories are not required.

37. SECTION 607 - FENCING

Temporary fencing shall be installed on Tract 2 to maintain continuity from the existing fence near Station 15+70 along the Temporary Construction easement to tie back into the existing fence near Station 19+13.94. The fence shall be maintained by the Contractor in good condition for the duration of the project. After installation of the new fence has been completed, the temporary fencing shall be removed by the Contractor. All materials used in the temporary fence are salvageable to the Contractor.

The temporary fence shall be constructed of materials in compliance with the details shown on the drawings for fence, except that corners need not be constructed at temporary tie-ins. Previously used materials that do not exhibit rust or deterioration and are in good condition may be used, subject to the approval of the Engineer.

The accepted quantities of Temporary Fencing will be paid for at the contract unit price for the pay items included in the contract. Payment will be considered full compensation for all materials, labor and equipment used in performing this work.

38. SECTION 610 – PAVEMENT SMOOTHNESS

Pavement smoothness incentives will not be provided with this project.

Percent improvement adjustments will not be provided with this project.

39. SECTION 619 – PAVEMENT EDGE TREATMENT

Measurement and Payment. No direct measure or payment shall be made for this work as it shall be considered incidental to the contract and a subsidiary obligation of the contractor.

40. SECTION 620 - PAVEMENT MARKING

Retroreflectivity inspection will be performed visually. Spotty or lack of reflectivity when driven during a nighttime visual inspection will be cause for reapplying the pavement marking at no additional cost to the County.

If there is no quantity shown in the bidding schedule, the work covered by this section shall be considered incidental and a subsidiary obligation of the Contractor.

41. SECTION 627 - CONTRACTOR SURVEYING AND STAKING

The Contractor shall be responsible for construction staking. The Engineer will provide the initial horizontal and vertical control stakes for the Contractor's use. Initial control staking will only be

performed one time. The Contractor shall be responsible for preserving and transferring the control stakes for his own use. Contractor shall reimburse the Engineer for any additional staking required after the initial control staking.

Right of way staking shall be a maximum of 200 feet apart on tangents, at angle changes in the right of way and a maximum of 50' feet apart in horizontal curves, on both sides of the road, and shall be done at the initial start of the project to facilitate relocation of utilities. Right of way stakes shall indicate cuts and fills to final grade for help in determination of utility placement. The Contractor shall maintain construction stakes for the duration of the project at no additional cost to the County.

42. SECTION 703 - CONCRETE MASONRY CONSTRUCTION

Cleaning and Surface Preparation. Surface sealing shall not be applied until after all defects in the bridge deck surface have been patched per the Engineer's requirements.

The Contractor is advised that there will be a mandatory pre-pour meeting to be held on the project site a minimum of two working days and a maximum of four working days prior to the Contractor's anticipated deck pour date. The Contractor's project superintendent and a representative of the Contractor's concrete supplier will be required to attend this meeting. The meeting will cover the pre-pour checklist and other topics. The anticipated agenda and required checklist items may be found at:

<http://www.modot.org/business/manuals/documents/PourChecklist.pdf>

43. SECTION 705 - PRESTRESSED CONCRETE MEMBERS FOR BRIDGES

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

1. Certified mill test reports, including results of physical tests on the prestressed strands and reinforcing steel, as required.
2. Test reports on concrete cylinder breaks.

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

44. SECTION 706 - REINFORCING STEEL FOR CONCRETE STRUCTURES

A copy of the fabricator's bar list or detail shop drawings for fabrication shall be furnished to the Engineer prior to reinforcing steel fabrication. The bar list or shop drawings shall include reinforcing steel grade, size, length and bending information by bar mark number. Reinforcing steel identification by concrete pour number or location shall be identified. Accessories and reinforcing steel furnished as accessories or stock steel and not to be included as bid item pay quantities shall be separate and clearly identified as such.

Delete the references in Section 706.3.1 that allow reinforcing ties at alternating intersections. Add the following sentence: "All reinforcement, including superstructure and substructure, shall be tied at 100% of crossing locations."

45. SECTION 711 – PROTECTIVE COATINGS FOR EXPOSED CONCRETE SURFACES

The clear penetrating sealer shall be applied to the top, both sides and ends of the Concrete Barrier Curb. It shall also be applied to the outside edge of the slab.

46. SECTION 712 - STRUCTURAL STEEL CONSTRUCTION

Inspection of fabricated material and control shall be performed by the fabricator at no cost to the owner. The contractor shall be required to submit Certified Mill Test Reports representing all structural steel, Non-Destructive Testing Reports, and a certification stating that all materials and procedures are in accordance with the specifications, with all documentation signed, sealed and stamped in accordance with the laws relating to architects and professional engineers. The fabricator shall provide non-destructive testing by personnel who are currently approved by the Missouri Department of Transportation. The fabrication plant shall be certified by the American Institute of Steel Construction as a Class 3 plant or all welders, welding processes and procedures used for work on this project must be pre-qualified with the Missouri Department of Transportation.

In Section 712.3, delete the sentence that reads: "Any material that has become bent shall be straightened before being assembled or shall be replaced, if necessary." Replace it with the following: "Any material that has become bent from the intended shape shall be replaced at no cost to the County."

47. SECTION 726 - RIGID PIPE CULVERTS

All joints shall be sealed with an approved plastic compound, tubular joint seal, an external wrap, cement mortar or other approved methods to create a soil tight condition.

Bedding for reinforced concrete pipe shall consist of a mixture of stone in accordance with Section 1009, Grade 4, Gradation B.

For all pipe culverts under roadways, entrances or sidewalks crushed stone backfill, meeting the requirements of Section 1009, Grade 4, Gradation B, shall be used for full depth of the trench, and to the subgrade of the road, and to a point two feet on either side of the pavement width. For backfill under grass areas, the granular backfill shall be brought to one foot above the top of the pipe, then completed with earthen backfill to the required grade.

Excavation, backfill and all bedding required for placing rigid pipe culverts will not be measured but will be considered incidental to the work and no direct payment will be made.

48. SECTION 732 - FLARED END SECTIONS

Safety slope end sections **may not** be used with concrete, thermoplastic, or metal culvert pipe.

49. SECTION 801 - LIME AND FERTILIZER

The soil shall be thoroughly broken up, worked, tilled and loosened to a minimum depth of **4 inches**.

No direct measurement or payment will be made for this work. All costs shall be considered as a subsidiary obligation of the Contractor covered under the other contract items.

50. SECTION 804 - TOPSOIL

The Contractor shall be responsible for obtaining all necessary permits for removal of topsoil from an area. This shall include but not be limited to land disturbance, stormwater discharge, endangered species, farmland protection, wetlands, hazardous waste and cultural resources. Contact agencies for most of these are listed on MoDOT's website under Local Public Agency Manual.

No direct measurement or payment will be made for this work. It is the contractor's responsibility to determine the extent of topsoil needed for the project from the plans and cross sections. All costs associated with this work shall be considered as a subsidiary obligation of the Contractor covered under the other contract items.

51. SECTION 806 - POLLUTION, EROSION AND SEDIMENT CONTROL

Erosion control features shall be in place prior to any clearing and grubbing of the construction site. Additional erosion control features may need to be installed as the project continues and problem areas become exposed. The Contractor shall maintain all erosion control features by removing silt buildup so that the erosion control feature is fully effective. Any erosion control features knocked down during construction shall be reinstalled at no additional cost to the County.

The Contractor shall maintain the temporary pipes throughout the length of the project. Pipes, backfill and road surface washed out shall be replaced at no additional cost to the County.

Pollution, Erosion and Sediment Control shall be in accordance with Section 806. The Contractor shall be responsible for furnishing, installing, maintaining and removal of the control measures as shown on the plans or as directed by the Engineer. Additional control measures may be necessary to ensure compliance with the intent of these specifications.

52. SECTION 1011 – GEOTEXTILE

Delete 1011.3.3.2 The material shall be either AASHTO Class 1 or Class 2.

Replace with 1011.0.3.2 The material shall be AASHTO Class 1.

53. SECTION 1036 – REINFORCING STEEL FOR CONCRETE

The engineer may inspect and sample the steel at the project site. Samples taken at the project site for testing of steel properties will be taken at the same time as samples of the coated steel and will be from the bar size and shape listed on the bar bill that includes additional bars for testing. If any bar fails to meet all requirements for reinforcing steel, all bars of that size in the total quantity will be rejected. No additional bars will be taken for destructive testing unless requested by the contractor and no additional payment will be made for bars taken for retest. If the shipment is retested, double the number of bars taken for the original tests will be selected. All samples taken for retest shall meet all requirements or all bars of that size in the total quantity will be rejected.

54. SECTION 1054 – CONCRETE ADMIXTURES

Add Section 1054.3.1.4 that reads:

The manufacturer shall submit a certification and guarantee to the consulting engineer, showing the brand name and designation; the composition or description of the admixture; the manufacturing ranges for specific gravity at 77 F, percent total solids, and pH; the infrared spectrum; the manner in which it will be identified on the containers; and certifying that it will conform to the requirements of these specifications. The certification shall include or have attached specific test results complying with

AASHTO M 194, Type C or E, and the recommendation for use including amounts to be added. The manufacturer shall also guarantee that as long as material is furnished under that brand and designation it will be of the same composition as originally approved and will in no way be altered or changed.

55. CONSTRUCTION REQUEST FOR INFORMATION

The Contractor shall submit request for information for conditions requiring clarification during construction utilizing the attached Request for Information Form.



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

CONSTRUCTION REQUEST FOR INFORMATION

RFI #:	
PROJECT:	
SUBMITTED DATE:	
SUBMITTED BY:	
INFORMATION REQUESTED:	
ATTACHMENTS:	

RESPONSE DATE:	
RESPONSE FROM:	
RESPONSE:	
ATTACHMENTS:	

END OF CONSTRUCTION RFI

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

534 Maple Valley Drive
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

2804 N. Biagio Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

www.cochraneng.com

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 actions 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.

FEDERAL AID PROVISIONS

December 1980

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

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

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

Goals

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

Goals for Minority Participation for Each Trade

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

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

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

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

projects. The transfer of minority, or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

July 1986

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

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

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

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

- e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.
- f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
- h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.
- i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
- j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
- k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
- m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
- n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.

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

residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program.

OPERATING POLICY STATEMENT

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

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

SUPPLEMENTAL REPORTING REQUIREMENTS

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

NONDISCRIMINATION IN EMPLOYMENT

July 1990

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

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

The two pertinent exemption clauses are as follows:

60-1.5 Exemptions

- (a) General – (1) Transactions of \$10,000 or under. Contracts and Subcontractors not exceeding \$10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents for U.S. savings bonds and savings notes, are exempt from the requirements of the equal opportunity

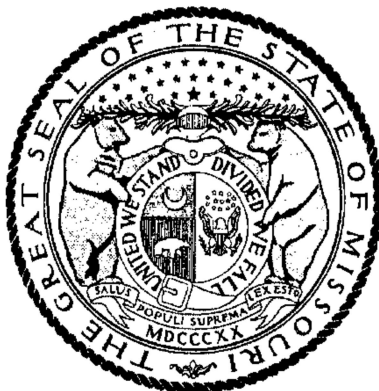
clause. In determining the applicability of this exemption to any federally assisted construction contract, or subcontract thereunder, the amount of such contract or subcontract rather than the amount of the Federal financial assistance shall govern. No agency, contractor, or subcontractor shall procure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

State Prevailing Wage Section

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 27

Section 036
FRANKLIN 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

Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2020

Last Date Objections May Be Filed: April 9, 2020

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$34.67
Boilermaker	\$69.25
Bricklayer	\$57.93
Carpenter	\$57.11
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$53.39
Plasterer	
Communications Technician	*\$24.61
Electrician (Inside Wireman)	\$65.71
Electrician Outside Lineman	*\$24.61
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	*\$24.61
Glazier	\$61.92
Ironworker	\$62.11
Laborer	\$46.60
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	*\$24.61
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$62.93
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$48.71
Plumber	\$69.32
Pipe Fitter	
Roofer	\$51.99
Sheet Metal Worker	\$67.64
Sprinkler Fitter	\$61.55
Truck Driver	*\$24.61
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received less 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.

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$55.33
Millwright	
Pile Driver	
Electrician (Outside Lineman)	*\$24.61
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$46.67
General Laborer	
Skilled Laborer	
Operating Engineer	\$63.02
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$41.47
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 less than 1,000 reportable hours for this occupational title. Public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

January First;
The last Monday in May;
July Fourth;
The first Monday in September;
November Eleventh;
The fourth Thursday in November; and
December Twenty-Fifth;

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

Federal Prevailing Wage Section

"General Decision Number: MO20210001 02/12/2021

Superseded General Decision Number: MO20200001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021
1	02/05/2021
2	02/12/2021

CARP0002-002 05/01/2019

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 38.02	17.77

CARP0005-006 05/03/2015

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 36.34	15.55
MILLWRIGHTS & PILEDRIVERS...	\$ 36.34	15.55

CARP0011-001 05/01/2019

Rates Fringes

Carpenter and Piledriver

ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES.....	\$ 32.28	17.77
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 30.76	17.77
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	\$ 32.29	17.77
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	\$ 30.36	17.77
BENTON, MORGAN AND PETTIS...	\$ 30.81	17.77
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	\$ 32.14	17.77
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 31.49	17.77
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 31.09	17.77
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....	\$ 32.13	17.77
FRANKLIN COUNTY.....	\$ 35.56	17.77
JEFFERSON AND ST. CHARLES COUNTIES.....	\$ 38.02	17.77
LINCOLN COUNTY.....	\$ 34.00	17.77
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	\$ 32.92	17.77
WARREN COUNTY.....	\$ 34.44	17.77

ELEC0001-002 05/31/2020

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, FRANKLIN, IRON, JEFFERSON, LINCOLN, MADISON, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, ST. LOUIS (City and County), STE. GENEVIEVE, SCOTT, STODDARD, WARREN, WASHINGTON AND WAYNE COUNTIES

Rates Fringes

Electricians.....\$ 40.61 27.06

* ELEC002-001 01/01/2021

ADAIR, AUDRAIN, BOONE, CALLAWAY, CAMDEN, CARTER, CHARITON,
CLARK, COLE, COOPER, CRAWFORD, DENT, FRANKLIN, GASCONADE,
HOWARD, HOWELL, IRON, JEFFERSON, KNOX, LEWIS, LINCON, LINN,
MACON, MARIES, MARION, MILLER, MONITEAU, MONROE, MONTGOMERY,
MORGAN, OREGON, OSAGE, PERRY, PHELPS, PIKE, PULASKI, PUTNAM,
RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS,
ST. LOUIS (City and County), STE. GENEVIEVE, SCHUYLER,
SCOTLAND, SHANNON, SHELBY, SULLIVAN, TEXAS, WARREN AND
WASHINGTON COUNTIES

Rates Fringes

Line Construction:

Equipment Operator.....	\$ 41.23	21.81
Groundman & Truck Driver....	\$ 31.50	18.26
Lineman & Cable Splicer.....	\$ 48.03	24.31

ELEC0053-004 01/01/2020

Rates Fringes

Line Construction: (ANDREW,
ATCHINSON, BARRY, BARTON,
BUCHANAN, CALDWELL, CEDAR,
CHRISTIAN, CLINTON, DADE,
DALLAS, DAVIES,, DEKALB,
DOUGLAS, GENTRY, GREENE,
GRUNDY, HARRISON, HICKORY,
HOLT, JASPER, LACLEDE,
LAWRENCE, LIVINGSTON,
MCDONALD, MERCER, NEWTON,
NODAWAY, OZARK, POLK, ST.
CLAIR, STONE, TANEY, VERNON,
WEBSTER, WORTH AND WRIGHT
COUNTIES)

Groundman Powderman.....	\$ 32.27	16.09
Groundman.....	\$ 30.12	15.38
Lineman Operator.....	\$ 43.40	19.30
Lineman.....	\$ 47.30	20.45

Line Construction; (BATES,
BENTON, CARROLL, CASS, CLAY,
HENRY, JACKSON, JOHNSON,
LAFAYETTE, PETTIS, PLATTE,
RAY AND SALINE COUNTIES)

Groundman Powderman.....	\$ 32.27	15.52
Groundman.....	\$ 30.12	14.88
Lineman Operator.....	\$ 43.40	18.80
Lineman.....	\$ 47.30	19.95

ELEC0095-001 06/01/2019

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

Rates Fringes

Electricians:

Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 27.43	14.97

 ELEC0124-007 08/26/2019

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

	Rates	Fringes
Electricians.....	\$ 40.79	22.92

ELEC0257-003 03/01/2020

AUDRAIN (Except Cuivre Township), BOONE, CALLAWAY, CAMDEN,
 CHARITON, COLE, CRAWFORD, DENT, GASCONADE, HOWARD, MARIES,
 MILLER, MONITEAU, OSAGE, PHELPS AND RANDOLPH COUNTIES

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 34.00	18.68

ELEC0350-002 12/01/2019

ADAIR, AUDRAIN (East of Highway 19), CLARK, KNOX, LEWIS, LINN,
 MACON, MARION, MONROE, MONTGOMERY, PIKE, PUTNAM, RALLS,
 SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES

	Rates	Fringes
Electricians.....	\$ 32.50	17.65

ELEC0453-001 09/01/2020

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS,		
DOUGLAS, GREENE, HICKORY,		
HOWELL, LACLEDE, OREGON,		
OZARK, POLK, SHANNON,		
WEBSTER and WRIGHT COUNTIES..	\$ 28.10	15.81
PULASKI and TEXAS COUNTIES..	\$ 32.76	16.27
STONE and TANEY COUNTIES....	\$ 23.89	14.99

ELEC0545-003 06/01/2020

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

	Rates	Fringes
Electricians:.....	\$ 33.00	18.10

ELEC0702-004 12/30/2019

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

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	\$ 30.31	29% + 7.75
Groundman-Equipment		
Operator Class II (all		
other equipment).....	\$ 38.46	29% + 7.75
Heavy-Equipment Operator		
Class I (all crawler type		
equipment D-4 and larger)...	\$ 43.88	29% + 7.75
Lineman.....	\$ 53.51	29% + 7.75

ENGI0101-001 05/01/2020		

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 34.73	18.20
GROUP 2.....	\$ 34.33	18.20
GROUP 3.....	\$ 32.33	18.20

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers - 2; booster pump on dredge; bulldozer operator; boring machine (truck or crane mounted); clamshell operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drill cat with compressor mounted (self-contained) or similar type self-propelled rotary drill (not air tract); drilling or boring machine (rotary-self-propelled); finishing machine operator; greaser; high loader-fork lift-skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard gauge); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator

(with or without blades); screening and washing plant;
 self-propelled street broom or sweeper; siphons and jets;
 straw blower; stump cutting machine; siphons and jets; tank
 car heater operator (combination boiler and booster);
 welding machine; vibrating machine operator (not hand
 held); welding machine.
 GROUP 3: (a) Oiler;
 (b) Oiler driver
 (c) Mechanic.

HOURLY PREMIUMS:

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

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.50) ABOVE
 GROUP 1 RATE: Tandem scoop operator; crane, rigs or
 piledrivers 150' to 200' of boom (incl. jib.)

THE FOLLOWING CLASSIFICATIONS SHALL RECEIVE (\$.75) ABOVE
 GROUP 1 RATE: Crane rigs, or piledrivers 200 ft. of boom
 or over (including jib.)

 ENGI0101-005 04/01/2020

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 37.02	19.89
GROUP 2.....	\$ 35.98	19.89
GROUP 3.....	\$ 31.51	19.89
GROUP 4.....	\$ 34.86	19.89

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and
 spreader; asphalt plant operator; auto grader or trimmer or
 sub-grader; backhoe; blade operator (all types); boilers-2;
 booster pump on dredge; boring machine (truck or crane
 mounted); bulldozer operator; clamshell operator; concrete
 cleaning decontamination machine operator; concrete mixer
 paver; concrete plant operator; concrete pump operator;
 crane operator; derrick or derrick trucks; ditching
 machine; dragline operator; dredge engineman; dredge
 operator; drillcat with compressor mounted (self-contained)
 or similar type self propelled rotary drill (not air
 tract); drilling or boring machine (rotary -
 self-propelled); finishing machine operator; greaser; heavy
 equipment robotics operator/mechanic; horizontal
 directional drill operator; horizontal directional drill
 locator; loader-forklift - skid loader (all types);
 hoisting engineer (2 active drums); locomotive operator
 (standard gauge); master environmental maintenance
 mechanic; mechanics and welders (field and plants);
 mucking machine operator; piledrive operator; pitman crane
 or boom truck (all types); push cat; quad-track; scraper
 operators (all types); shovel operator; side discharge
 spreader; sideboom cats; skimmer scoop operator; slip-form
 paver (CMI, REX, Gomaco or equal); la tourneau rooter (all

tiller types); tow boat operator; truck crane; ultra high pressure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

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

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

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

Shovels & backhoes, 3 yd. capacity or over.

 ENGI0101-022 05/01/2019

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES and CITY OF SPRINGFIELD

	Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 31.72	14.88
GROUP 2.....	\$ 31.37	14.88
GROUP 3.....	\$ 31.17	14.88
GROUP 4.....	\$ 29.12	14.88

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; -

standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

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

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

The following classifications shall receive \$.25 above GROUP 1 rate:

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

The following classifications shall receive \$.50 above GROUP 1 rate:

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

The following classifications shall receive \$.75 above GROUP 1 rate:

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

ENGI0513-004 05/06/2019

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

	Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 34.36	27.36
GROUP 2.....	\$ 34.36	27.36
GROUP 3.....	\$ 33.06	27.36
GROUP 4.....	\$ 32.61	27.36

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu yds; Cableway; Crane, Crawler or Truck; Crane, Hydraulic - Truck or Cruiser mounted, 16 tons and over; Crane, Locomotive; crane with boom including jib over 100 ft from pin to pin; Crane using rock socket tool; Derrick, Steam; Derrick Car and Derrick Boat; Dragline, 7 cu yds and over; Dredge; Gradall, Crawler or tire mounted; Locomotive, Gas, Steam & other powers; Pile Driver, Land or Floating; Scoop, Skimmer; Shovel, Power (Electric, Gas, Steam or other powers); Shovel, Power (7 cu yds and over); Switch Boat; Whirley; Air Tugger with air compressor; Anchor Placing Barge; Asphalt Spreader; Athey Force Feeder Loader, self-propelled; Backfilling Machine; Boat Operator - Push Boat or Tow Boat (job site); Boiler, High Pressure Breaking in Period; Boom Truck, Placing or Erecting; Boring Machine, Footing Foundation; Bullfloat; Cherry Picker; Combination Concrete Hoist and Mixer (such as Mixermobile); Compressor, Two 125 CFM and under; Compressor, Two through Four over 125 CFM; Compressor when operator runs throttle; Concrete Breaker (Truck or Tractor mounted); Concrete Pump (such as Pumpcrete machine); Concrete Saw (self-propelled); Concrete Spreader; Conveyor, Large (not selfpropelled) hoisting or moving brick and concrete into, or into and on floor level, one or both; Crane, Climbing (such as Linden); Crane, Hydraulic - Rough Terrain, self-propelled; Crane, Hydraulic - Truck or Cruiser mounted - under 16 tons; Drilling machine - Self-powered, used for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and Barco equipment no engineer required); Elevating Grader; Engine Man, Dredge; Excavator or Powerbelt Machine; Finishing Machine, self-propelled oscillating screed; Forklift; Generators, Two through Six 30 KW or over; Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self-propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with

grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

GROUP 3: Boat operator - outboard motor, job site; Conveyors (such as Con-Vay-It) regardless of how used; Elevator (inside); Heater operator, 2 through 6; Sweeper, Floor

GROUP 4: Crane type

HOURLY PREMIUMS:

Backhoe, Hydraulic 2 cu yds or less without oiler - \$2.00;
 Crane, climbing (such as Linden) - \$.50;
 Crane, Pile Driving and Extracting - \$.50
 Crane with boom (including job) over 100 ft from pin to pin - add \$.01 per foot to maximum of \$4.00);
 Crane, using rock socket tool - \$.50;
 Derrick, diesel, gas or electric hoisting material and erecting steel (150 ft or more above ground) - \$.50;
 Dragline, 7 cu yds and over - \$.50;
 Hoist, Three or more drums in use - \$.50;
 Scoop, Tandem - \$.50;
 Shovel, Power - 7 cu yds and over - \$.50;
 Tractor, Tandem Crawler - \$.50;
 Tunnel, man assigned to work in tunnel or tunnel shaft - \$.50;
 Wrecking, when machines are working on second floor or higher - \$.50

 ENGI0513-006 05/01/2019

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAPE GIRARDEAU, CARTER, CLARK, COLE, CRAWFORD, DENT, DUNKLIN, GASCONADE, HOWELL, IRON, KNOX, LEWIS, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONITEAU, MONROE, MONTGOMERY, MORGAN, NEW MADRID, OREGON, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH, REYNOLDS, RIPLEY, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON, AND WAYNE COUNTIES

Rates Fringes

Power equipment operators:

GROUP 1.....	\$ 29.69	27.16
GROUP 2.....	\$ 29.34	27.16
GROUP 3.....	\$ 29.14	27.16
GROUP 4.....	\$ 25.49	27.16

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver

operator; pitman crane operator; push cat operator; quad-trac; scoop operator; sideboom cats; skimmer scoop operator; trenching machine operator; truck crane, shovel operator.

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

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

GROUP 4: Oiler; grout machine; oiler driver; compressor over 105 CFM one; conveyor operator one; maintenance operator; pump 4" & over one.

FOOTNOTE: HOURLY PREMIUMS

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

 ENGI0513-007 05/06/2019

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
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Power equipment operators:

GROUP 1.....	\$ 34.36	27.36
GROUP 2.....	\$ 34.36	27.36
GROUP 3.....	\$ 33.06	27.36
GROUP 4.....	\$ 32.61	27.36

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Air tugger w/air compressor; anchor-placing barge; asphalt spreader; atthey force feeder loader (self-propelled); backfilling machine; backhoe-loader; boat operator-push boat or tow boat (job site); boiler, high pressure breaking in period; boom truck, placing or erecting; boring machine, footing foundation; bull- float; cherry picker; combination concrete hoist & mixer (such as mixer mobile); compressor (when operator runs throttle); concrete breaker (truck or tractor mounted); concrete pump, such as pump-crete machine; concrete saw (self-propelled), concrete spreader; conveyor, large (not self-propelled), hoisting or moving brick and concrete into, or into and on floor level, one or both; crane, hydraulic-rough terrain, self-propelled; crane hydraulic-truck or cruiser mounted-under 16 tons; drilling machines, self-powered use for earth or rock drilling or boring (wagon drills and any hand drills obtaining power from other sources including concrete breakers, jackhammers and barco equipment-no engineer required); elevating grader; engineman, dredge; excavator or powerbelt machine; finishing machine, self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more;

mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

GROUP 4: Boat operator-outboard motor (job site); conveyor (such as con-vay-it) regardless of how used; sweeper, floor

HOURLY PREMIUMS:

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

IRON0010-012 04/01/2020

Rates	Fringes
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Ironworkers:

ANDREW, BARTON, BENTON, CAMDEN, CEDAR, CHARITON, CHRISTIAN, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, POLK, PUTNAM, RANDLOPH, ST. CLAIR, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties and portions of ADAIR, BOONE, MACON, MILLER and RANDOLPH Counties.....\$ 31.00	31.24
ANDREW, BARTON, BENTON, CAMDEN, CEDAR, CHARITON, CHRISTIAN, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER,	

MONITEAU, MORGAN, NODAWAY,
 PETTIS, POLK, PUTNAM,
 RANDLOPH, ST. CLAIR,
 SULLIVAN, TANEY, VERNON,
 WEBSTER, WRIGHT and WORTH
 Counties and portions of
 ADAIR, BOONE, MACON,
 MILLER and RANDOLPH
 Counties.....\$ 30.55 30.44
 ATCHISON, BATES, BUCHANAN,
 CALDWELL, CARROLL, CASS,
 CLAY, CLINTON, HENRY,
 JACKSON, JOHNSON,
 LAFAYETTE, PETTIS, PLATTE,
 SALINE, AND RAY COUNTIES....\$ 34.00 31.24

 IRON0321-002 08/01/2020

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	\$ 22.00	19.26

 IRON0396-004 08/05/2020

ST. LOUIS (City and County), ST. CHARLES, JEFFERSON, IRON,
 FRANKLIN, LINCOLN, WARREN, WASHINGTON, ST. FRANCOIS, STE.
 GENEVIEVE, and REYNOLDS Counties; and portions of MADISON,
 PERRY, BOLLINGER, WAYNE, and CARTER Counties

	Rates	Fringes
Ironworker.....	\$ 35.86	28.11

 IRON0396-009 08/05/2020

AUDRAIN, CALLAWAY, COLE, CRAWFORD, DENT, GASCONADE, MARIES,
 MONTGOMERY, OSAGE, PHELPS, PIKE, PULASKI, TEXAS and WRIGHT
 Counties; and portions of BOONE, CAMDEN, DOUGLAS, HOWELL,
 LACLEDE, MILLER, MONROE, OREGON, SHANNON and RALLS Counties

	Rates	Fringes
Ironworker.....	\$ 31.39	29.20

 IRON0577-005 08/01/2020

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

	Rates	Fringes
Ironworker.....	\$ 27.65	24.20

 IRON0584-004 06/01/2019

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

	Rates	Fringes
Ironworkers:.....	\$ 26.00	15.35

 IRON0782-003 08/01/2020

CAPE GIRARDEAU, MISSISSIPPI, NEW MADRID, SCOTT, & STODDARD
 Counties; and portions of BOLLINGER, BUTLER, CARTER, DUNKLIN,
 MADISON, PEMISCOT, PERRY, RIPLEY, and WAYNE Counties

	Rates	Fringes
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Ironworkers:

Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.....	\$ 31.63	24.27
All Other Work.....	\$ 28.29	23.77

LAB00042-003 03/04/2020

ST. LOUIS (City and County)

	Rates	Fringes
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LABORER

Plumber Laborer.....	\$ 34.07	16.07
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LAB00042-005 03/04/2020

ST. LOUIS (City and County)

	Rates	Fringes
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LABORER

Dynamiter, Powderman.....	\$ 34.07	16.07
Laborers, Flaggers.....	\$ 34.07	16.07
Wrecking.....	\$ 34.07	16.07

LAB00424-002 05/01/2020

	Rates	Fringes
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LABORER

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, CLARK, COLE, COOPER, HOWARD, IRON, KNOX, LEWIS, LINN, MACON, MADISON, MARION, MILLER, MONITEAU, MONROE, PERRY, PIKE, PUTNAM, RALLS, RANDOLPH, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES		
GROUP 1.....	\$ 30.75	14.57
GROUP 2.....	\$ 30.75	14.57

BOLLINGER, BUTLER, CAPE
 GIRARDEAU, CARTER,
 CRAWFORD, DENT, DUNKLIN,
 GASCONADE, HOWELL, MARIES,
 MISSISSIPPI, NEW MADRID,
 OREGON, OSAGE, PEMISCOT,
 PHELPS, PULASKI, RIPLEY,
 SCOTT, SHANNON, STODDARD,
 TEXAS, WASHINGTON AND

WAYNE COUNTIES

GROUP 1.....\$ 30.75	14.57
GROUP 2.....\$ 30.75	14.57

FRANKLIN COUNTY

GROUP 1.....\$ 32.86	14.57
GROUP 2.....\$ 33.46	14.57

JEFFERSON COUNTY

GROUP 1.....\$ 32.91	14.57
GROUP 2.....\$ 33.51	14.57

LINCOLN, MONTGOMERY AND

WARREN COUNTIES

GROUP 1.....\$ 34.33	14.57
GROUP 2.....\$ 34.33	14.57

ST.CHARLES COUNTY

GROUP 1.....\$ 34.33	14.57
GROUP 2.....\$ 34.33	14.57

LABORERS CLASSIFICATIONS

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

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

LAB00579-005 05/01/2020

Rates Fringes

LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1.....	\$ 27.21	15.42
GROUP 2.....	\$ 27.56	15.42
LABORER (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY. HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST.CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES)		
GROUP 1.....	\$ 26.21	14.62
GROUP 2.....	\$ 26.76	14.62
LABORER (LAFAYETTE COUNTY)		
GROUP 1.....	\$ 27.76	14.87
GROUP 2.....	\$ 28.11	14.87

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material or materials (where special protection is required); rubbing concrete; topper of standing trees; batter board man on pipe and ditch work; feeder man on wood pulverizers; board and willow mat weavers and cable tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 feet where compressed air is not used; abutment and pier hole men working six (6) feet or more below ground; men working in coffer dams for bridge piers and footings in the river; ditchliners; pressure groutmen; caulker; chain or concrete saw; cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground; mortarmen on brick or block manholes; toxic and hazardous waste work.

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting

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

LAB00663-002 04/01/2020

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 31.28	16.33
GROUP 2.....	\$ 32.49	16.33

LABORERS CLASSIFICATIONS

GROUP 1: General laborers, Carpenter tenders, salamander tenders, loading trucks under bins, hoppers and conveyors, track men and all other general laborers, air tool operator, cement handler (bulk or sack), chain or concrete saw, deck hands, dump man on earth fill, Georgie Buggies man, material batch hopper man, scale man, material mixer man (except on manholes), coffer dams, abutments and pier hole men working below ground, riprap pavers rock, black or brick, signal man, scaffolds over ten feet not self-supported from ground up, skipman on concrete paving, wire mesh setters on concrete paving, all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipelines, power tool operator, all work in connection with hydraulic or general dredging operations, straw blower nozzleman, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

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

block), dynamite and powder men.

PAIN0002-002 09/01/2007

CLARK, FRANKLIN, JEFFERSON, LEWIS, LINCOLN, MARION, PIKE,
RALLS, ST. CHARLES, ST. LOUIS (CITY & COUNTY), AND WARREN
COUNTIES

	Rates	Fringes
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Painters:

Brush and Roller; Taper.....	\$ 28.61	10.24
High work over 60 feet.....	\$ 29.11	10.24
Lead Abatement.....	\$ 29.36	10.24
Pressure Roller; High work under 60 ft.....	\$ 28.86	10.24
Spray & Abrasive Blasting; Water Blasting (Over 5000 PSI).....	\$ 30.61	10.24
Taper (Ames Tools & Bazooka).....	\$ 30.21	10.24

PAIN0002-006 04/01/2020

ADAIR, AUDRAIN, BOONE, CALLAWAY, CHARITON, COLE, GASCONADE,
HOWARD, KNOX, LINN, MACON, MONROE, MONTGOMERY, OSAGE, PUTNAM,
RANDOLPH, SCHUYLER, SCOTLAND, SHELBY AND SULLIVAN COUNTIES and
the City of Booneville.

	Rates	Fringes
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Painters:

Bridges, Dams, Locks or Powerhouses.....	\$ 26.64	13.98
Brush and Roll; Taping, Paperhanging.....	\$ 24.64	13.98
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement.....	\$ 25.64	13.98
Spray; Structural Steel (over 50 feet).....	\$ 24.64	13.98
Tapers using Ames or Comparable Tools.....	\$ 25.39	13.98

PAIN0003-004 04/01/2019

CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY
COUNTIES

	Rates	Fringes
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Painters:

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 33.41	17.76
Brush & Roller.....	\$ 30.54	17.76
Drywall.....	\$ 31.74	17.76
Paper Hanger.....	\$ 31.04	17.76
Stageman; Beltman;		

Steelman; Elevator Shaft;		
Bazooka, Boxes and Power		
Sander; Sprayman; Dipping...	\$ 32.41	17.76
Steeplejack.....	\$ 36.98	17.76

PAIN0003-011 04/01/2019

BATES, BENTON, CALDWELL, CARROLL, COOPER, DAVIESS, GRUNDY,
HARRISON, HENRY, LIVINGSTON, MERCER, MONITEAU, MORGAN, PETTIS &
SALINE COUNTIES

	Rates	Fringes
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Painters:

Bridgeman; Lead Abatement;		
Sandblast; Storage Bin &		
Tanks.....	\$ 26.73	17.76
Brush & Roller.....	\$ 24.43	17.76
Drywall.....	\$ 25.39	17.76
Paper Hanger.....	\$ 24.83	17.76
Stageman; Beltman;		
Steelman; Elevator Shaft;		
Bazooka, Boxes and Power		
Sander; Sprayman; Dipping...	\$ 26.35	17.76
Steeplejack.....	\$ 29.58	17.76

PAIN0203-001 04/01/2012

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK,
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT
COUNTIES

	Rates	Fringes
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Painters:

Finisher.....	\$ 20.18	11.33
Painter.....	\$ 19.75	11.76
Sandblaster, High Man,		
Spray Man, Vinyl Hanger,		
Tool Operator.....	\$ 21.18	11.33

PAIN1265-003 07/01/2013

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

	Rates	Fringes
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Painters:

Brush and Roller.....	\$ 25.64	13.27
Floor Work.....	\$ 26.14	13.27
Lead Abatement.....	\$ 27.89	13.27
Spray.....	\$ 27.14	13.27
Structural Steel,		
Sandblasting and All Tank		
Work.....	\$ 26.89	13.27
Taping, Paperhanging.....	\$ 26.64	13.27

PAIN1292-002 09/01/2016

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,

MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,
RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 30.85	11.64
Brush & Roller.....	\$ 25.35	11.64
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 28.95	11.64

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

PAIN1292-003 09/01/2017

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

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 31.05	12.74
Brush & Roller.....	\$ 25.70	12.74
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 28.70	12.74

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

PAIN2012-001 04/01/2020

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

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 32.91	17.86
Sandblaster.....	\$ 34.41	17.86
Steeplejack.....	\$ 37.98	17.86

PLAS0518-006 03/01/2020

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,
HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK,
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 24.44	12.11

PLAS0518-007 04/01/2020

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

	Rates	Fringes
Cement Masons:.....	\$ 32.72	18.30

PLAS0518-011 04/01/2019		

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 32.00	20.13

PLAS0527-001 04/01/2018		

	Rates	Fringes
CEMENT MASON FRANKLIN, LINCOLN AND WARREN COUNTIES.....	\$ 30.74	18.07
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County).....	\$ 32.66	18.62

PLAS0527-004 06/01/2017		

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

	Rates	Fringes
CEMENT MASON.....	\$ 28.10	18.07

PLAS0908-001 05/01/2017		

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

	Rates	Fringes
CEMENT MASON.....	\$ 27.60	15.73

PLAS0908-005 05/01/2017		

BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS,
GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER,
MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS & SALINE COUNTIES

	Rates	Fringes
CEMENT MASON.....	\$ 27.60	15.73

PLUM0008-003 06/01/2020		

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 48.03	22.84

PLUM0008-017 06/01/2020		

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

	Rates	Fringes
Plumbers.....	\$ 48.03	22.84

PLUM0045-003 08/01/2020		

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 38.75	24.15

PLUM0178-003 11/01/2020		

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 32.60	15.12

PLUM0178-006 11/01/2020		

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects \$750,000 & under...	\$ 29.63	15.22
Projects over \$750,000.....	\$ 32.60	15.12

PLUM0533-004 06/01/2020		

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

	Rates	Fringes
Pipefitters.....	\$ 48.53	22.55

PLUM0562-004 07/01/2020		

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAMDEN, CAPE
GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD,
DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL,
IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON,
MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU,
MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT,

PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH,
REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE. GENEVIEVE, ST.
LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD,
SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES.

	Rates	Fringes
Plumbers and Pipefitters		
Mechanical Contracts		
including all piping and		
temperature control work		
\$7.0 million & under.....	\$ 41.66	21.49
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....	\$ 43.60	27.85

PLUM0562-016 07/01/2020

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER,
MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City
and County), WARREN and WASHINGTON COUNTIES

	Rates	Fringes
Plumbers		
Mechanical Contracts		
including all piping and		
temperature control work		
\$7.0 million & under.....	\$ 40.41	21.49
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....	\$ 43.60	27.85

TEAM0013-001 05/01/2019

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....	\$ 30.34	13.75
GROUP 2.....	\$ 30.49	13.75
GROUP 3.....	\$ 30.61	13.75
GROUP 4.....	\$ 30.50	13.75

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

GROUP 1.....	\$ 31.07	13.75
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GROUP 2.....	\$ 31.22	13.75
GROUP 3.....	\$ 31.34	13.75
GROUP 4.....	\$ 31.23	13.75
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1.....	\$ 33.43	13.75
GROUP 2.....	\$ 33.58	13.75
GROUP 3.....	\$ 33.65	13.75
GROUP 4.....	\$ 33.54	13.75
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1.....	\$ 32.08	13.75
GROUP 2.....	\$ 33.23	13.75
GROUP 3.....	\$ 32.30	13.75
GROUP 4.....	\$ 32.19	13.75

TRUCK DRIVERS CLASSIFICATIONS:

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

GROUP 2: Agitator and Transit Mix Trucks

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

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

TEAM0056-001 05/01/2020

	Rates	Fringes
Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)		
GROUP 1.....	\$ 31.37	14.25
GROUP 2.....	\$ 31.53	14.25
GROUP 3.....	\$ 31.52	14.25
GROUP 4.....	\$ 31.64	14.25
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)		
GROUP 1.....	\$ 30.64	14.25

GROUP 2.....	\$ 30.80	14.25
GROUP 3.....	\$ 30.79	14.25
GROUP 4.....	\$ 30.91	14.25
Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)		
GROUP 1.....	\$ 32.58	14.25
GROUP 2.....	\$ 32.69	14.25
GROUP 3.....	\$ 32.73	14.25
GROUP 4.....	\$ 32.80	14.25

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

Rates	Fringes
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Truck drivers:

Traffic Control Service Driver.....	\$ 20.45	0.00
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PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

TEAM0541-001 04/01/2020

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates	Fringes
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Truck drivers:

GROUP 1.....	\$ 33.36	16.25
GROUP 2.....	\$ 32.79	16.25
GROUP 3.....	\$ 32.27	16.25

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boomeruck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

TEAM0682-002 05/01/2017

ST LOUIS CITY AND COUNTY

	Rates	Fringes
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Truck drivers:

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

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

FOOTNOTE FOR TRUCK DRIVERS:

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

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

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

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

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

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

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of "identifiers" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than "SU" or "UAVG" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

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

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal

process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

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

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"

Environmental and Cultural Permits and Clearances Section

Section 106 Approval

CULTURAL RESOURCE ASSESSMENT
Section 106 Review

CONTACT PERSON/ADDRESS

Mr. Bradford Dunagan, P.E.
Cochran
737 Rudder Road
Fenton, MO 63088

C:

Ms. Raegan Ball, FHWA
Mr. Taylor Peters, FHWA
Mr. Michael Meinkoth, MoDOT

PROJECT:

Ridge Road Bridge over Winsel Creek 34200111 STP-5490(614)

FEDERAL AGENCY

FHWA

COUNTY:

Franklin

The State Historic Preservation Office has reviewed the information submitted on the above referenced project. Based on this review, we have made the following determination:

☐

After review of initial submission, the project area has a low potential for the occurrence of cultural resources. A cultural resource survey, therefore, is not warranted.

☒

Adequate documentation has been provided (36 CFR Section 800.11). There will be "no historic properties affected" by the current project.

☐

An adequate cultural resource survey of the project area has been previously conducted. It has been determined that for the proposed undertaking there will be "no historic properties affected".

For the above checked reason, the State Historic Preservation Office has no objection to the initiation of project activities. PLEASE BE ADVISED THAT, IF THE CURRENT PROJECT AREA OR SCOPE OF WORK ARE CHANGED, A BORROW AREA IS INCLUDED IN THE PROJECT, OR CULTURAL MATERIALS ARE ENCOUNTERED DURING CONSTRUCTION, APPROPRIATE INFORMATION MUST BE PROVIDED TO THIS OFFICE FOR FURTHER REVIEW AND COMMENT. Please retain this documentation as evidence of compliance with Section 106 of the National Historic Preservation Act, as amended.

By: *Toni M. Prawl*

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

December 12, 2018

Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES
HISTORIC PRESERVATION PROGRAM
P.O. Box 176, Jefferson City, Missouri 65102
For additional information, please contact Amanda Burke 573-522-4641
Please be sure to refer to the project number: 003-FR-19

404 Permit



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

REPLY TO
ATTENTION OF:

May 28, 2019

Regulatory Branch
File Number: MVS-2019-264

Mr. Ronald Williams
Franklin County Highway Department
400 East Locust Street, Room 003A
Union, Missouri 63084

Dear Mr. Williams:

We have reviewed your complete application, submitted on your behalf by Cochran Engineering, regarding the project known as *Bridge Replacement Ridge Road over Winsel Creek*. The proposed project includes the replacement of the bridge that carries Ridge Road over Winsel Creek in Franklin County. The existing bridge will be removed and the approaching roadways and bridge will be reconstructed with a slight reorientation to support safer driving conditions. The replacement bridge will consist of a single span that will be 32 feet wide and extend for a total of approximately 90 feet between the two bridge abutments. Minor riprap will be placed along the stream banks at the bridge abutments to protect the structure. The project is located at 38.2704°, -91.1681° within Section 29, Township 41 North, Range 2 West in Franklin County, Missouri. Winsel Creek is located within the Bourbeuse River watershed and ultimately flows to the Mississippi River, a navigable waterway.

The project is receiving funding from the Federal Highways Administration (FHWA), Federal Project Number: STP-5490(614). Missouri Department of Transportation (MODOT), as the designated non-federal representative for FHWA, is responsible for the project's National Environmental Policy Act (NEPA) review. During the environmental review, the bridge structure was found to be supporting a nest for migratory birds in the existing bridge structure. To protect the nest of protected species, MoDOT Restrictions for Migratory Birds Job Special Provision will be required for the project, which includes a requirement that **nest shall not be disturbed between April 1 and July 31**.

The Corps of Engineers has determined that this activity is authorized under Section 404 of the Clean Water Act by an existing Department of the Army nationwide permit for *Linear Transportation Projects*, as described in the January 6, 2017, Federal Register, Reissuance of Nationwide Permits; Notice (82 FR 1986), Appendix A (B)(14). **This NWP verification is valid until March 18, 2022**, unless the District Engineer modifies, suspends, or revokes the nationwide permit authorization in accordance with 33 CFR 330.5(d). If you commence, or are under contract to commence, this activity before the nationwide permit expires, you will have 12 months from that date to complete the activity under the present terms and conditions of this NWP. Enclosed is a copy of the Nationwide Permit and conditions and management practices with which you must comply.

In accordance with General Condition number 30 of the Nationwide Permit, **a compliance certification (Attachment A of this package) must be completed within 30 days of project completion** or the permit issuance may be revoked and considered null and void.

The Missouri Department of Natural Resources Water Protection Program (MDNR/WPP) has conditionally issued general Section 401 Water Quality Certification for all nationwide permits issued to the Missouri Department of Transportation. These conditions are part of the Corps permit. If you have

any questions regarding the Water Quality Certification conditions, you may call Mr. Mike Irwin, MDNR/WPP, at (573) 522-1131.

This determination is applicable only to the permit program administered by the Corps of Engineers. It does not eliminate the need to obtain other federal, state or local approvals before beginning work. This permit verification does not convey property rights, nor authorize any injury to property or invasion of other rights.

You are reminded that the permit is based on submitted plans. Variations from these plans shall constitute a violation of Federal law and may result in the revocation of the permit. If this nationwide permit is modified, reissued, or revoked during this period, the provisions described at 33 CFR 330.6(b) will apply.

If you have any questions, please contact Samantha Hollenberg at (314) 331-8186. Please refer to file number **MVS-2019-264**. The St. Louis District Regulatory Branch is committed to providing quality and timely service to our customers. In an effort to improve customer service, please take a moment to complete the Customer Service Survey found on our web site at http://corpsmapu.usace.army.mil/cm_apex/f?p=regulatory_survey

Sincerely,



Jennifer L. Skiles
Project Manager
Regulatory Branch

Attachments & Enclosures

Copy Furnished: (electronically w/ enclosures)
Mr. Brad Dunagan, Cochran Engineering

Copy Furnished: (electronically w/o enclosures)
Mr. Mike Irwin, MDNR-Water Protection Program
Mr. Jason Daniels, U.S. Environmental Protection Agency
Ms. Amy Rubingh, MDNR-State Historic Preservation Office
Mr. Matt Vitello, Missouri Department of Conservation
Ms. Vona Kuczynska, U.S. Fish & Wildlife Service

ATTACHMENT A

COMPLETED WORK CERTIFICATION

Date of Issuance: May 28, 2019

File Number: MVS-2019-264

Name of Permittee: Franklin County Highway Department – Mr. Ronald Williams

Name of Project: Bridge Replacement Ridge Road over Winsel Creek

Project Location: Section 29, Township 41 North, Range 2 West

River Basin/County/State: Upper Mississippi-Meramec / Franklin / Missouri

Project Manager: S. Hollenberg

Upon completion of this activity authorized by this permit and any mitigation required by the permit, sign this certification and return it to the following address:

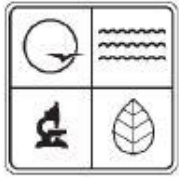
U.S. Army Corps of Engineers
Attn: Regulatory Branch (OD-F)
1222 Spruce Street
St. Louis, Missouri 63103-2833

(Please note that your permitted activity is subject to a compliance inspection by a U.S. Army Corps of Engineers representative. If you fail to comply with this permit, you are subject to permit suspension, modification or revocation.)

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

Signature of Permittee

Date



Missouri Department of Natural Resources

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION 2017 GENERAL AND SPECIFIC CONDITIONS

Water Protection Program

03/2017

Division of Environmental Quality Acting Director: Steve Feeler

PUB02235

Consistent with Section 401 of the Clean Water Act, these precertified conditions are designed to ensure activities carried out under Nationwide Permits (NWP) authorized by the U.S. Army Corps of Engineers (USACE) do not violate Missouri Water Quality Standards at 10 CSR 20-7.031, resulting in permanent damage to habitat, increased turbidity, reduced bank and channel stability or impacts to the biological and chemical integrity of the waters. Where applicable, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

The conditions outlined in this document apply to those authorized projects where the applicant has chosen to accept these conditions instead of pursuing an individual Clean Water Act Section 401 Water Quality Certification (WQC) for the following NWPs:

- Only General Conditions apply to projects authorized by NWPs 5, 7, 15, 18, 23, 25, 27, 29, 30, 31, 36, 39, 40, 43, 45, and 46.
- Both General and Specific Conditions apply to projects authorized by NWPs 3, 4, 6, 7, 12, 13, 14, 16, 19, 20, 22, 33, 41, 42, 53 and 54.

Alternatively, an applicant may apply for individual WQC if they do not wish to accept the conditions outlined in this document.

Projects authorized by NWPs 17, 21, 32, 34, 37, 38, 44, 48, 49, 50, 51 and 52 require individual WQC by the Department of Natural Resources.

NWPs 1, 2, 8, 9, 10, 11, 28 and 35 authorize projects under Section 10 of the Rivers and Harbors Act of 1899 only. An activity needing only a Section 10 permit may require a WQC if that activity can reasonably be expected to result in any discharge either during construction or operation of the facility. Thus, if the agency determines the activity is likely to result in a discharge during construction or operation, the Department of Natural Resources has the discretion to require a WQC for a Section 10 activity. The USACE will advise a Section 10 permit applicant that they may need a WQC if there is a reasonable expectation that a discharge will occur either during the construction or operation of the project.

Pursuant to Chapter 644.037, RSMo, the Department of Natural Resources shall certify without conditions NWPs as they apply to impacts on wetlands in Missouri.

Pursuant to Chapter 644.038, RSMo, the Department of Natural Resources certifies all NWPs for impacts in all waters of the state without the above-stated or any other conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. The Memorandum of Understanding of 2016 and any subsequent modifications between the two agencies outline the requirements by which the Missouri Department of Transportation will design and construct projects in order to protect the water quality of waters of the state.

GENERAL CONDITIONS

1. NWPs shall not allow the filling of jurisdictional springs such as those associated with a water body's point of origin or located in a streambed.
2. Acquisition of NWPs and the attendant WQCs shall not be construed or interpreted to imply the requirements for other permits are replaced or superseded, including Clean Water Act Section 402 National Pollutant Discharge Elimination System Permits for land disturbance or return water from material deposition. Permits or any other requirements shall remain in effect. Applicants with questions are encouraged to contact the Department of Natural Resources' regional office in the project area. A regional office map with contact information can be located at www.dnr.mo.gov/regions/regions.htm.

3. Care shall be taken to keep machinery out of the water way as much as possible. If work in the water way is unavoidable, it shall be performed in a way that minimizes the duration and amount of any disturbance to banks, substrate and vegetation to prevent increases in turbidity. Fuel, oil and other petroleum products, equipment, construction materials and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent flood-prone areas beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters as a result of this operation.
 4. Petroleum products spilled into any water or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible, but no later than 24 hours after discovery to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436 or website at <http://dnr.mo.gov/env/esp/esp-eer.htm>.
 5. Only clean, nonpolluting fill shall be used. The following materials are not suitable where contact with water is expected such as for bank stabilization, and shall not be used due to their potential to cause violations of the general and numeric criteria of the Water Quality Standards:
 - a. Earthen fill, gravel, broken concrete where the material does not meet the specifications stated in the "Missouri Nationwide Permit Regional Conditions" (http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/nationwidepermits/2017/2017NWP_MORegCon.pdf?ver=2017-03-17-114205-543) and fragmented asphalt, since these materials are usually not substantial enough to withstand erosive flows.
 - b. Concrete with exposed rebar.
 - c. Tires, vehicles or vehicle bodies, construction or demolition debris are solid waste and are excluded from placement in the waters of the state.
 - d. Liquid concrete, including grouted riprap, if not placed as part of an engineered structure.
 - e. Any material containing chemicals that would result in violation of water quality standards.
 6. Clearing of vegetation and trees shall be the minimum necessary to accomplish the activity except for the removal of invasive or noxious species and placement of ecologically beneficial practices. A vegetated riparian buffer strip shall be maintained during all stages of the project, including post-construction, from the high bank on either side of the jurisdictional channel to protect water quality and to provide for long-term stability of the stream channel, unless physical barriers prevent such a corridor. For purposes of these NWP, lack of ownership or control of any portion of the riparian buffer strip may be considered a legitimate and discretionary cause to waive this requirement on that portion.
 7. An individual WQC is required for any NWP issued on a water that is:
 - a. Listed for a sediment-related impairment, aquatic habitat alteration or unknown impairment as listed in the most current Water Quality Report (Section 305(b) Report) at <http://dnr.mo.gov/env/wpp/waterquality/303d/303d.htm>; or
 - b. Located in or occur within two miles upstream of a designated outstanding state or national resource water as found in 10 CSR 20-7.031, Tables D and E at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>.
- The Department of Natural Resources' geospatial data is available upon request, and all published data is available on the Missouri Spatial Data Information Services website at msdis.missouri.edu/. Additional information to identify the project location, including stream reaches with listed impairments or special water designations, may be obtained from the Department of Natural Resources' Water Protection Program at 573-522-4502.
8. Discharge to designated metropolitan no-discharge streams is prohibited, except as specifically permitted under the Water Quality Standards, 10 CSR 20-7.031, and non-contaminated stormwater flows. No water contaminant except uncontaminated cooling water, permitted stormwater discharges in compliance with permit conditions, and excess wet-weather bypass discharges not interfering with beneficial uses should be discharged to the watersheds of streams listed in 10 CSR 20-7.031, Table F at <http://s1.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>.
 9. A stream's pattern, profile and dimension, including but not limited to sinuosity, slope and channel width, shall be maintained as much as practicable. Streambed gradient shall not be adversely impacted during project construction. No project shall accelerate bed or bank erosion.
 10. NWPs authorized by the USACE for which the district engineer waives the impact limit related to linear feet (LF) or width shall require notification to the Department of Natural Resources. The Department of Natural Resources shall

respond within 15 calendar days whether or not individual WQC would be required. This is applicable to NWP's 13, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52 and 54.

11. Proposed projects authorized by the USACE and containing a waiver of any "Missouri Nationwide Permit Regional Condition," except Regional Conditions 2, 3 and 7, shall require an individual WQC by the state.
12. Representatives from the Department of Natural Resources shall be allowed upon request on the project property, which includes the site(s) where the authorized activity takes place and any associated compensatory mitigation site(s), to inspect the authorized activity and mitigation efforts as deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions and water quality standards. The applicant or their consultant shall submit any requested information deemed necessary by the Department of Natural Resources to ensure compliance with WQC conditions.
13. After avoidance and minimization for the project, all unavoidable, adverse impacts shall be mitigated appropriately based on type and extent of impact.
 - a. Mitigation for loss of aquatic resources shall be in conformance with the currently approved "Missouri Stream Mitigation Method" and/or other mitigation guidance approved for use in Missouri. Mitigation guidance documents can be located online at www.nwk.usace.army.mil/Missions/RegulatoryBranch/StateofMissouri.
 - b. Mitigation shall be within the state of Missouri.
 - c. The applicant shall comply with the higher value of compensatory mitigation required by either the Department of Natural Resources or the USACE, but not both unless explicitly noted.
 - d. Stream impacts shall require compensatory mitigation with only in-stream or riparian corridor credits, unless the Department of Natural Resources agrees to an alternative.
14. Antidegradation requirements dictate all appropriate and reasonable Best Management Practices related to erosion and sediment control, project stabilization and prevention of water quality degradation are applied and maintained; for example, preserving vegetation, streambank stability and basic drainage. Best Management Practices shall be properly installed prior to conducting authorized activities and maintained, repaired and/or replaced as needed during all phases of the project to limit the amount of discharge of water contaminants to waters of the state. The project shall not involve more than normal stormwater or incidental loading of sediment caused by project activities so as to comply with Missouri's general water quality criteria [10 CSR 20-7.031(4); Page 15 at <http://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>].
15. Channelization of streams is not allowed under this precertification:
 - a. Channelization includes but is not limited to reducing the length of the channel, widening the channel for increased water storage or flow, and/or construction of hard structures which concentrate flow.
 - b. Bank stabilization activities along one bank of a stream are permitted, including but not limited to, bank sloping and riprapping.
 - c. The redirection of flow by excavation of the opposite bank or a streambed is considered a channel modification and is prohibited.
16. No new or expanded wet stormwater retention basins or similar impoundment structures may be constructed unless they are located off-channel. In-channel dry stormwater detention basins are allowable if the stream channel is either temporarily or not adversely affected by the basin.
17. Any waste concrete or concrete rinsate shall be disposed of in a manner that does not result in any discharge to the jurisdictional waterways.

SPECIFIC CONDITIONS

18. Nationwide Permit 3 Maintenance
 - a. Silt, sediment and debris removal shall be limited to a maximum of 100 LF upstream and 100 LF downstream of structures.
 - b. During dewatering, water shall not be returned directly to the water way but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water. If, however, instream flow is 1 cubic foot per second (cfs) or greater and the return rate is set at 1 cfs or less, return may be made directly to the stream.
19. Nationwide Permit 4 Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities

Any inorganic or extraneous debris such as may be found on Christmas trees shall be removed to qualify as clean, nonpolluting fill.

20. Nationwide Permit 6 Survey Activities

Water, fines and excavated materials displaced by activities such as borings, shall not be returned directly to the water way, but shall be pumped upland and filtered through an appropriate treatment device as prescribed in any existing separate permit authorizing the discharge of return water.

21. Nationwide Permit 7 Outfall Structures and Associated Intake Structures

WQC does not replace or negate the need to obtain any required state permits under the Missouri Clean Water Law (Chapter 644, RSMo) for construction of wastewater treatment facility components including outfall structures; permits to release wastewater effluents; or for the construction of components related to public water supplies including intake structures as may be required by the Missouri Safe Drinking Water Law (Chapter 640, RSMo).

22. Nationwide Permit 12 Utility Line Activities

- a. For utility crossings that must disturb a water body, work shall be conducted in such a manner as to seal off the work area from flow and minimize sediment transport.
- b. Material resulting from activity may not be temporarily side-cast into waters of the state for more than one month.
- c. Directional boring to avoid impacts to waters of the state is recommended.
- d. Drilling mud and/or other materials shall not be discharged into waters of the state. Best Management Practices shall be implemented to prevent possible discharges from reaching waters of the state. In the event materials are inadvertently discharged to waters of the state, notification to the Department of Natural Resources is required within 24 hours by calling 573-522-4502. Restoration of the impacted water(s) may be required.
- e. Utility line crossings shall be placed as close to perpendicular as possible, and be limited to a maximum crossing length of no more than one and one-half times the width of the stream.
- f. New utilities lines, when considering the project as a whole, which (1) Cross more than one jurisdictional water resulting in greater than 500 LF and/or 0.50 acre of impact to jurisdictional waters as a project total, and (2) Travel through more than two county jurisdictions or more than one state jurisdiction shall be viewed as a whole project in the WQC process and require individual WQC of all crossings, except crossings utilizing directional boring.

23. Nationwide Permit 13 Bank Stabilization

Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. The permittee shall invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.

24. Nationwide Permit 14 Linear Transportation Projects

- a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
- b. Where this NWP is used to authorize bridge and culvert structures, stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

25. Nationwide Permit 16 Return Water from Upland Contained Disposal Areas

These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.

26. Nationwide Permit 19 Minor Dredging

These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.

27. Nationwide Permit 20 Response Operations for Oil and Hazardous Substances

- a. These activities could have specific tasks or processes involved which may require the acquisition of separate general or site specific permits. All applicants shall contact the Department of Natural Resources' Water Protection Program at 573-522-4502 to determine any specific requirements which may or may not require an individual WQC.
- b. Oil and hazardous substance releases are to be reported to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436. Continue to report updates with regard to the containment and cleanup of releases.

28. Nationwide Permit 22 Removal of Vessels

Use of this NWP in Missouri is limited to removal actions only and shall not be used for any disposal of vessel.

29. Nationwide Permit 33 Temporary Construction, Access and Dewatering

- a. The use of this NWP shall be limited to impacts of six months or less in duration.
- b. Any removal of accumulated sediment (e.g., sand, gravel) upstream of a proposed project shall be limited to the quantity necessary to relieve any obstruction or to protect downstream habitat. The permittee must propose and employ measures to mitigate the removal of impounded sediment in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project.

30. Nationwide Permit 41 Reshaping Existing Drainage Ditches

- a. Material from the reshaping activities shall not be side-cast into any jurisdictional waters.
- b. Removal of vegetation shall be the minimum necessary to conduct approved activity except for the removal of invasive or noxious species. The Department of Natural Resources encourages deep-rooted vegetation to be maintained on at least one side of the water way to protect water quality; for example, leaving trees on the west side to prevent temperature exceedances in the water way.

31. Nationwide Permit 42 Recreational Facilities

The vegetated riparian buffer strip to be maintained from the high bank on either side of the jurisdictional channel may be used in part for the construction of public recreational trails, including those constructed to standards set by the Americans with Disabilities Act (ADA).

32. Nationwide Permit 53 Removal of Low-Head Dams

- a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
- b. Stream channel work is limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the dam.
- c. Restoration of the stream channel to its former, natural state is authorized. Individual WQC is required for non-natural channel modifications. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

33. Nationwide Permit 54 Living Shorelines

Innovative stabilization approaches require consultation with the Department of Natural Resources prior to approval and may require an individual WQC. Invite the USACE and the Department of Natural Resources as well as the other state and federal resource agencies to examine innovative approaches.

Applications for WQC should be sent to the Department of Natural Resources, Water Protection Program, P.O. Box 176, Jefferson City, MO 65102-0176, or electronically to wpsc401cert@dnr.mo.gov. A complete application consists of the application submitted to the USACE as well as additional information necessary for a complete review of the project. This may include but is not limited to topographical maps, locational maps, engineering plans, project diagrams and where applicable mitigation plans [Section 644.026.26, RSMo and 10 CSR 20-6.060(5)].

An issued WQC becomes part of and expires with the Section 404 and/or Section 10 permit unless explicitly stated in the WQC. Consultation with the Department of Natural Resources is required should the permit require modification. Not all permit modifications require the WQC to be modified or reissued. For example when a permit expiration date is extended or the permit is reissued and there are no changes to the original project or water quality standards, the WQC may remain valid for that project.

The Department of Natural Resources encourages, but does not require the permittee to consider environmentally-friendly design techniques to include stormwater management strategies that maintain or restore the original site hydrology through infiltration, evaporation or reuse of stormwater. Designs might include creating vegetated swales or rain gardens, or using porous pavement. More information can be found at these websites: www.epa.gov/owow/NPS/lid/ and www.lid-stormwater.net/lid_techniques.htm.

The Department of Natural Resources encourages the use of native vegetation to protect impacted areas from future water quality concerns. Native vegetation has evolved with Missouri's geology, climate and wildlife to occur within a region as a result of natural processes rather than human intervention. For areas where direct impacts to streams are to be avoided, the Department of Natural Resources recommends a minimum riparian buffer strip width of 50 feet as measured from top of bank.

The following publication provides guidance on how to protect water quality through Best Management Practices on project sites. For more information, please read: "Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri and Kansas" dated January 2011 and located online at <http://dnr.mo.gov/env/wpp/wpcp-guide.htm>.

To help determine if a proposed activity could encounter species or sites of conservation concern within or near a project, including those that have not been recorded, the applicant is encouraged to visit:

- Missouri Department of Conservation's "Natural Heritage Review" website at <https://naturalheritagereview.mdc.mo.gov/>, and
- U.S. Fish and Wildlife Service's "Information, Planning and Conservation" website at <http://ecos.fws.gov/ipac/>.

If the proposed project encounters and will potentially affect a species of concern, please report it to the Missouri Department of Conservation and the U.S. Fish and Wildlife Service.

For more information
Missouri Department of Natural Resources
Water Protection Program
P.O. Box 176
Jefferson City, MO 65102-0176
wpsc401cert@dnr.mo.gov
800-361-4827 or 573-522-4502
<http://www.dnr.mo.gov/env/wpp>

STATE OF MISSOURI NATIONWIDE PERMIT REGIONAL CONDITIONS

For All Nationwide Permits

1. Stream Crossings. In addition to requirements of General Condition 2 and General Condition 9 of the Nationwide Permits, the following guidelines for stream crossings apply for regulated activities in waters of the United States. The guidelines are available at:

<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll11/id/2654>

- Corps Districts may waive Regional Condition 1 when project site geomorphology (i.e. bedrock, gradient) or existing alterations (i.e. adjacent impoundment, as part of a dry detention basin) creates conflict with the guidelines. The applicant must provide preconstruction notification to the District Engineer for any waiver request.

2. Seasonal Restrictions for Activities Proposed in Spawning Areas. In addition to the requirements of General Condition 3 of the Nationwide Permits, the following specific seasonal restrictions apply for regulated activities in waters of the United States. Between the closed dates listed in the Missouri Combined Stream Spawning List, the permittee must not excavate from or discharge into the listed waters. The list of waters with seasonal restrictions is available on request from the Corps or at: <https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll11/id/2656>

- Corps Districts may waive Regional Condition 2 when the applicant demonstrates imminent threats to public safety and health, or to property. The Corps will consult with the U.S. Fish and Wildlife Service and Missouri Department of Conservation before granting the waiver and may add additional special conditions to protect aquatic life during the operation. The applicant must provide preconstruction notification to the District Engineer for any waiver request.

3. Invasive and Exotic Species. Plant species listed at:

<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll11/id/2655> shall not be used for revegetation unless this requirement is waived by the district engineer based on a case specific analysis of the revegetation plan. Best management practices should be used to reduce the risk of transferring invasive plant and animal species to or from the project site. Best management practices can be found at: <http://www.invasivespeciesinfo.gov/toolkit/prevention.shtml>. Known zebra mussel waters within Missouri can be found at:

https://huntfish.mdc.mo.gov/sites/default/files/downloads/zebraapril2013_0.pdf

4. Suitable Material. In addition to the specific examples in General Condition 6 of the Nationwide Permits, the following materials are not suitable for fill activities in waters of the United States: vehicle bodies, construction or demolition debris, asphalt in any form, garbage, tires, treated lumber products that do not comply with the Registration Documents issued by the U.S. Environmental Protection Agency (USEPA) under the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) and that are not in accordance with standards issued by American Wood Protection Association of the International Code Council, liquid concrete not poured into forms, grouted riprap, bagged cement and sewage or organic waste.

Broken concrete used as bank stabilization must be reasonably well graded, consisting of pieces varying in size from 20 pounds up to and including at least 150 pound pieces to withstand expected high flows. Applicants must break all large slabs to conform to the well graded requirement. Generally, the maximum weight of any piece should not be more than 500 pounds. Gravel and dirt should not exceed 15% of the total fill volume when using broken concrete as fill. All protruding reinforcement rods, trash, asphalt, and other extraneous materials must be removed from the broken concrete prior to placement in waters of the United States.

5. Priority Watersheds. The applicant must provide preconstruction notification to the District Engineer for any regulated activity in a priority watershed. The list of priority watersheds requiring notification is available on request from the Corps or at:

<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll11/id/2652>

6. Special Aquatic Resources. The applicant must provide preconstruction notification to the District Engineer for any regulated activity which may impact a jurisdictional fen, seep or bog of any size.

7. Sensitive Aquatic Species. The applicant must provide preconstruction notification to the District Engineer for any regulated activity in waters listed at:

<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll11/id/2657>

The submitted preconstruction notification will be coordinated in accordance with General Condition 32(d) with the U.S. Fish and Wildlife Service as determined appropriate by the Corps.

For Specific Nationwide Permits:

8. NWP 12 – Utility Line Activities. The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is in a special aquatic site or when new utility line construction activities have multiple crossings of the same stream and/or parallel a stream. The preconstruction notification must include a revegetation plan for impacted wetlands and riparian areas in accordance with Regional Condition 3. Where preconstruction notification is required for utility line activities within streams, the submittal must include site-specific plans for the stabilization of disturbed channel bed and bank areas.

9. NWP 23 – Approved Categorical Exclusions. The applicant must provide preconstruction notification to the District Engineer for all regulated Nationwide Permit 23 activities in waters of the United States. In addition to information required by General Condition 32, the applicant must identify the approved categorical exclusion that applies and provide documentation that the project fits the categorical exclusion.

10. NWP 27 – Stream and Wetland Restoration Activities. The applicant must provide preconstruction notification to the District Engineer prior to commencing the activity if the discharge is associated with impacts to forested wetlands.

11. NWP 44 – Mining Activities. Nationwide Permit 44 cannot be used to authorize in-stream mining projects, including in-stream sand and gravel mining operations.

12. Requirements for Waiver of 300 Linear Foot Limit Associated with NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51 and 52 and all Waiver Limits Associated with NWP 13. Waiver considerations for NWP 13 include activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharge of dredged or fill material into special aquatic sites. The applicant must request the waiver in writing and provide documentation and environmentally based reasons to support the waiver request in accordance with the requirements of General Condition 32(d) for making waiver determinations.

13. Lake of the Ozarks: The applicant must provide a preconstruction notification to the District Engineer for any regulated activity associated with Nationwide Permits 3, 7, 12, 14, 15, 18, 22, 27, 33 and 45 within Lake of the Ozarks. A copy of this notification must also concurrently be sent to Ameren Missouri. Nationwide Permits 2, 13, 16, 19, 25, 29, 31, 35, 36, 39, 41 and 44 are revoked in the Lake of the Ozarks. NWPs 1, 9, 10, 11 and 28 are only valid when both Ameren Missouri and the Missouri State Water Patrol have approved the activity. The Corps and Ameren Missouri, regardless of the request to use any Nationwide Permit, may verify the activity under the provisions of Regional General Permit 38M

<https://usace.contentdm.oclc.org/utis/getfile/collection/p16021coll7/id/7726>. Additional information on Ameren Missouri and Lake of the Ozarks permit requirements can be found at the following webpage: <https://www.ameren.com/missouri/lake-of-the-ozarks>.

Note: Preconstruction Notification to the District Engineer must be in accordance with General Condition 32 of the Nationwide Permits.



2017 Nationwide Permit Summary

U.S Army Corps
Of Engineers
St. Louis District

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No. 14. Linear Transportation Projects

(NWP Final Notice, 82 FR, 1987)

Activities required for crossings of waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects (e.g., roads, highways, railways, trails, airport runways, and taxiways) in waters of the United States. For linear transportation projects in non-tidal waters, the discharge cannot cause the loss of greater than 1/2-acre of waters of the United States. For linear transportation projects in tidal waters, the discharge cannot cause the loss of greater than 1/3-acre of waters of the United States. Any stream channel modification, including bank stabilization, is limited to the minimum necessary to construct or protect the linear transportation project; such modifications must be in the immediate vicinity of the project.

This NWP also authorizes temporary structures, fills, and work, including the use of temporary mats, necessary to construct the linear transportation project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable, when temporary structures, work, and discharges, including cofferdams, are necessary for construction activities, access fills, or dewatering of construction sites. Temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The areas affected by temporary fills must be revegetated, as appropriate.

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage

buildings, parking lots, train stations, or aircraft hangars.

Notification: The permittee must submit a pre-construction notification to the district engineer prior to commencing the activity if: (1) the loss of waters of the United States exceeds 1/10-acre; or (2) there is a discharge in a special aquatic site, including wetlands. (See general condition 32.) (Authorities: Sections 10 and 404)

Note 1: For linear transportation projects crossing a single waterbody more than one time at separate and distant locations, or multiple waterbodies at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. Linear transportation projects must comply with 33 CFR 330.6(d).

Note 2: Some discharges for the construction of farm roads or forest roads, or temporary roads for moving mining equipment, may qualify for an exemption under section 404(f) of the Clean Water Act (see 33 CFR 323.4).

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).

Nationwide Permit General Conditions

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

1. Navigation.

(a) No activity may cause more than a minimal adverse effect on navigation.

(b) Any safety lights and signals prescribed by the U.S. Coast Guard, through regulations or otherwise, must be installed and maintained at the permittee's expense on authorized facilities in navigable waters of the United States.

(c) The permittee understands and agrees that, if future operations by the United States require the removal, relocation, or other alteration, of the structure or work herein authorized, or if, in the opinion of the Secretary of the Army or his authorized representative, said structure or work shall cause unreasonable obstruction to the free navigation of the navigable waters, the permittee will be required, upon due notice from the Corps of Engineers, to remove, relocate, or alter the structural work or obstructions caused thereby, without expense to the United States. No claim shall be made against the United States on account of any such removal or alteration.

2. Aquatic Life Movements. No activity may substantially disrupt the

necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

3. Spawning Areas. Activities in spawning areas during spawning seasons must be avoided to the maximum extent practicable. Activities that result in the physical destruction (e.g., through excavation, fill, or downstream smothering by substantial turbidity) of an important spawning area are not authorized.

4. Migratory Bird Breeding Areas. Activities in waters of the United States that serve as breeding areas for migratory birds must be avoided to the maximum extent practicable.

5. Shellfish Beds. No activity may occur in areas of concentrated shellfish populations, unless the activity is directly related to a shellfish harvesting activity authorized by NWP 4 and 48, or is a shellfish seeding or habitat restoration activity authorized by NWP 27.

6. Suitable Material. No activity may use unsuitable material (e.g., trash, debris, car bodies, asphalt, etc.). Material used for construction or discharged must be free from toxic pollutants in toxic amounts (see section 307 of the Clean Water Act).

7. Water Supply Intakes. No activity may occur in the proximity of a public water supply intake, except where the activity is for the repair or improvement of public water supply intake structures or adjacent bank stabilization.

8. Adverse Effects From Impoundments. If the activity creates an impoundment of water, adverse effects to the aquatic system due to accelerating the passage of water, and/or restricting its flow must be minimized to the maximum extent practicable.

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose

of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

10. Fills Within 100-Year Floodplains. The activity must comply with applicable FEMA-approved state or local floodplain management requirements.

11. Equipment. Heavy equipment working in wetlands or mudflats must be placed on mats, or other measures must be taken to minimize soil disturbance.

12. Soil Erosion and Sediment Controls. Appropriate soil erosion and sediment controls must be used and maintained in effective operating condition during construction, and all exposed soil and other fills, as well as any work below the ordinary high water mark or high tide line, must be permanently stabilized at the earliest practicable date. Permittees are encouraged to perform work within waters of the United States during periods of low-flow or no-flow, or during low tides.

13. Removal of Temporary Fills. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

14. Proper Maintenance. Any authorized structure or fill shall be properly maintained, including maintenance to ensure public safety and compliance with applicable NWP general conditions, as well as any activity-specific conditions added by the district engineer to an NWP authorization.

15. Single and Complete Project. The activity must be a single and complete project. The same NWP cannot be used more than once for the same single and complete project.

16. Wild and Scenic Rivers. (a) No NWP activity may occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, unless the appropriate Federal agency with direct management responsibility for such river, has determined in writing that the proposed activity will not adversely affect the Wild and Scenic River designation or study status.

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official

study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. The permittee shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

(c) Information on Wild and Scenic Rivers may be obtained from the appropriate Federal land management agency responsible for the designated Wild and Scenic River or study river (e.g., National Park Service, U.S. Forest Service, Bureau of Land Management, U.S. Fish and Wildlife Service). Information on these rivers is also available at: <http://www.rivers.gov/>.

17. Tribal Rights. No NWP activity may cause more than minimal adverse effects on tribal rights (including treaty rights), protected tribal resources, or tribal lands.

18. Endangered Species.

(a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify the critical habitat of such species. No activity is authorized under any NWP which "may affect" a listed species or critical habitat, unless ESA section 7 consultation addressing the effects of the proposed activity has been completed. Direct effects are the immediate effects on listed species and critical habitat caused by the NWP activity. Indirect effects are those effects on listed species and critical habitat that are caused by the NWP activity and are later in time, but still are reasonably certain to occur.

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA. If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

(c) Non-federal permittees must submit a pre-construction notification to

the district engineer if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, and shall not begin work on the activity until notified by the district engineer that the requirements of the ESA have been satisfied and that the activity is authorized. For activities that might affect Federally-listed endangered or threatened species or designated critical habitat, the pre-construction notification must include the name(s) of the endangered or threatened species that might be affected by the proposed activity or that utilize the designated critical habitat that might be affected by the proposed activity. The district engineer will determine whether the proposed activity "may affect" or will have "no effect" to listed species and designated critical habitat and will notify the non-Federal applicant of the Corps' determination within 45 days of receipt of a complete pre-construction notification. In cases where the non-Federal applicant has identified listed species or critical habitat that might be affected or is in the vicinity of the activity, and has so notified the Corps, the applicant shall not begin work until the Corps has provided notification that the proposed activity will have "no effect" on listed species or critical habitat, or until ESA section 7 consultation has been completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(d) As a result of formal or informal consultation with the FWS or NMFS the district engineer may add species-specific permit conditions to the NWP.

(e) Authorization of an activity by an NWP does not authorize the "take" of a threatened or endangered species as defined under the ESA. In the absence of separate authorization (e.g., an ESA Section 10 Permit, a Biological Opinion with "incidental take" provisions, etc.) from the FWS or the NMFS, the Endangered Species Act prohibits any person subject to the jurisdiction of the United States to take a listed species, where "take" means to harass, harm, pursue, hunt, shoot, wound, kill, trap, capture, or collect, or to attempt to engage in any such conduct. The word "harm" in the definition of "take" means an act which actually kills or injures wildlife. Such an act may include significant habitat modification or degradation where it actually kills or injures wildlife by significantly impairing essential behavioral patterns, including breeding, feeding or sheltering.

(f) If the non-federal permittee has a valid ESA section 10(a)(1)(B) incidental take permit with an approved Habitat

Conservation Plan for a project or a group of projects that includes the proposed NWP activity, the non-federal applicant should provide a copy of that ESA section 10(a)(1)(B) permit with the PCN required by paragraph (c) of this general condition. The district engineer will coordinate with the agency that issued the ESA section 10(a)(1)(B) permit to determine whether the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation conducted for the ESA section 10(a)(1)(B) permit. If that coordination results in concurrence from the agency that the proposed NWP activity and the associated incidental take were considered in the internal ESA section 7 consultation for the ESA section 10(a)(1)(B) permit, the district engineer does not need to conduct a separate ESA section 7 consultation for the proposed NWP activity. The district engineer will notify the non-federal applicant within 45 days of receipt of a complete pre-construction notification whether the ESA section 10(a)(1)(B) permit covers the proposed NWP activity or whether additional ESA section 7 consultation is required.

(g) Information on the location of threatened and endangered species and their critical habitat can be obtained directly from the offices of the FWS and NMFS or their world wide Web pages at <http://www.fws.gov/> or <http://www.fws.gov/ipac> and <http://www.nmfs.noaa.gov/pr/species/esa/> respectively.

19. Migratory Birds and Bald and Golden Eagles. The permittee is responsible for ensuring their action complies with the Migratory Bird Treaty Act and the Bald and Golden Eagle Protection Act. The permittee is responsible for contacting appropriate local office of the U.S. Fish and Wildlife Service to determine applicable measures to reduce impacts to migratory birds or eagles, including whether "incidental take" permits are necessary and available under the Migratory Bird Treaty Act or Bald and Golden Eagle Protection Act for a particular activity.

20. Historic Properties.

(a) In cases where the district engineer determines that the activity may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places, the activity is not authorized, until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act. If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district

engineer with the appropriate documentation to demonstrate compliance with those requirements.

The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)).

When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts, which may include background research, consultation, oral history interviews, sample field investigation, and field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect. Where the non-Federal applicant has identified historic properties on which the activity might

have the potential to cause effects and so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed.

(d) For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

(e) Prospective permittees should be aware that section 110k of the NHPA (54 U.S.C. 306113) prevents the Corps from granting a permit or other assistance to an applicant who, with intent to avoid the requirements of section 106 of the NHPA, has intentionally significantly adversely affected a historic property to which the permit would relate, or having legal power to prevent it, allowed such significant adverse effect to occur, unless the Corps, after consultation with the Advisory Council on Historic Preservation (ACHP), determines that circumstances justify granting such assistance despite the adverse effect created or permitted by the applicant. If circumstances justify granting the assistance, the Corps is required to notify the ACHP and provide documentation specifying the circumstances, the degree of damage to the integrity of any historic properties affected, and proposed mitigation. This documentation must include any views obtained from the applicant, SHPO/THPO, appropriate Indian tribes if the undertaking occurs on or affects historic properties on tribal lands or affects properties of interest to those tribes, and other parties known to have a legitimate interest in the impacts to the permitted activity on historic properties.

21. Discovery of Previously Unknown Remains and Artifacts. If you discover any previously unknown historic, cultural or archeological remains and artifacts while accomplishing the activity authorized by this permit, you must immediately notify the district engineer of what you have found, and to the maximum extent practicable, avoid construction activities that may affect the remains and artifacts until the required coordination has been completed. The district engineer will initiate the Federal, Tribal, and state coordination required to determine if the items or remains warrant a recovery effort or if the site is eligible for listing in

the National Register of Historic Places.

22. Designated Critical Resource Waters. Critical resource waters include, NOAA-managed marine sanctuaries and marine monuments, and National Estuarine Research Reserves. The district engineer may designate, after notice and opportunity for public comment, additional waters officially designated by a state as having particular environmental or ecological significance, such as outstanding national resource waters or state natural heritage sites. The district engineer may also designate additional critical resource waters after notice and opportunity for public comment.

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWP 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, and 52 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed in the designated critical resource waters including wetlands adjacent to those waters. The district engineer may authorize activities under these NWPs only after it is determined that the impacts to the critical resource waters will be no more than minimal.

23. Mitigation. The district engineer will consider the following factors when determining appropriate and practicable mitigation necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal:

(a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (*i.e.*, on site).

(b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.

(c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed $1/10$ -acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of $1/10$ -acre or less that require pre-construction notification, the district

engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.

(d) For losses of streams or other open waters that require pre-construction notification, the district engineer may require compensatory mitigation to ensure that the activity results in no more than minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).

(e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (*e.g.*, conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. Restored riparian areas should consist of native species.

The width of the required riparian area will address documented water quality or aquatic habitat loss concerns.

Normally, the riparian area will be 25 to 50 feet wide on each side of the stream, but the district engineer may require slightly wider riparian areas to address documented water quality or habitat loss concerns. If it is not possible to restore or maintain/protect a riparian area on both sides of a stream, or if the waterbody is a lake or coastal waters, then restoring or maintaining/protecting a riparian area along a single bank or shoreline may be sufficient. Where both wetlands and open waters exist on the project site, the district engineer will determine the appropriate compensatory mitigation (*e.g.*, riparian areas and/or wetlands compensation) based on what is best for the aquatic environment on a watershed basis. In cases where riparian areas are determined to be the most appropriate form of minimization or compensatory mitigation, the district engineer may waive or reduce the requirement to provide wetland compensatory mitigation for wetland losses.

(f) Compensatory mitigation projects provided to offset losses of aquatic resources must comply with the applicable provisions of 33 CFR part 332.

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWPs, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-

lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

(2) The amount of compensatory mitigation required by the district engineer must be sufficient to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see 33 CFR 330.1(e)(3)). (See also 33 CFR 332.3(f)).

(3) Since the likelihood of success is greater and the impacts to potentially valuable uplands are reduced, aquatic resource restoration should be the first compensatory mitigation option considered for permittee-responsible mitigation.

(4) If permittee-responsible mitigation is the proposed option, the prospective permittee is responsible for submitting a mitigation plan. A conceptual or detailed mitigation plan may be used by the district engineer to make the decision on the NWP verification request, but a final mitigation plan that addresses the applicable requirements of 33 CFR 332.4(c)(2) through (14) must be approved by the district engineer before the permittee begins work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation (see 33 CFR 332.3(k)(3)).

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan only needs to address the baseline conditions at the impact site and the number of credits to be provided.

(6) Compensatory mitigation requirements (e.g., resource type and amount to be provided as compensatory mitigation, site protection, ecological performance standards, monitoring requirements) may be addressed through conditions added to the NWP authorization, instead of components of a compensatory mitigation plan (see 33 CFR 332.4(c)(1)(ii)).

(g) Compensatory mitigation will not be used to increase the acreage losses allowed by the acreage limits of the NWPs. For example, if an NWP has an acreage limit of $1\frac{1}{2}$ -acre, it cannot be used to authorize any NWP activity resulting in the loss of greater than $1\frac{1}{2}$ -acre of waters of the United States, even if compensatory mitigation is provided that replaces or restores some of the lost waters. However, compensatory mitigation can and should be used, as necessary, to ensure that an NWP activity already meeting the established acreage limits also satisfies the no more than minimal impact requirement for the NWPs.

(h) Permittees may propose the use of mitigation banks, in-lieu fee programs, or permittee-responsible mitigation. When developing a compensatory mitigation proposal, the permittee must consider appropriate and practicable options consistent with the framework at 33 CFR 332.3(b). For activities resulting in the loss of marine or estuarine resources, permittee-responsible mitigation may be environmentally preferable if there are no mitigation banks or in-lieu fee programs in the area that have marine or estuarine credits available for sale or transfer to the permittee. For permittee-responsible mitigation, the special conditions of the NWP verification must clearly indicate the party or parties responsible for the implementation and performance of the compensatory mitigation project, and, if required, its long-term management.

(i) Where certain functions and services of waters of the United States are permanently adversely affected by a regulated activity, such as discharges of dredged or fill material into waters of the United States that will convert a forested or scrub-shrub wetland to a herbaceous wetland in a permanently maintained utility line right-of-way, mitigation may be required to reduce the adverse environmental effects of the activity to the no more than minimal level.

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state dam safety criteria or have been designed by qualified persons. The district engineer may also require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. Where States and authorized Tribes, or EPA where applicable, have not previously certified compliance of an NWP with CWA section 401, individual 401 Water Quality Certification must be obtained or waived (see 33 CFR 330.4(c)). The district engineer or State or Tribe may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). The district engineer or a State may require additional measures to

ensure that the authorized activity is consistent with state coastal zone management requirements.

27. Regional and Case-By-Case Conditions. The activity must comply with any regional conditions that may have been added by the Division Engineer (see 33 CFR 330.4(e)) and with any case specific conditions added by the Corps or by the state, Indian Tribe, or U.S. EPA in its section 401 Water Quality Certification, or by the state in its Coastal Zone Management Act consistency determination.

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is prohibited, except when the acreage loss of waters of the United States authorized by the NWPs does not exceed the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed $1\frac{1}{3}$ -acre.

29. Transfer of Nationwide Permit Verifications. If the permittee sells the property associated with a nationwide permit verification, the permittee may transfer the nationwide permit verification to the new owner by submitting a letter to the appropriate Corps district office to validate the transfer. A copy of the nationwide permit verification must be attached to the letter, and the letter must contain the following statement and signature:

"When the structures or work authorized by this nationwide permit are still in existence at the time the property is transferred, the terms and conditions of this nationwide permit, including any special conditions, will continue to be binding on the new owner(s) of the property. To validate the transfer of this nationwide permit and the associated liabilities associated with compliance with its terms and conditions, have the transferee sign and date below."

(Transferee)

(Date)

30. Compliance Certification. Each permittee who receives an NWP verification letter from the Corps must provide a signed certification documenting completion of the authorized activity and implementation of any required compensatory mitigation. The success of any required permittee-responsible mitigation, including the achievement of ecological performance standards, will be addressed separately by the district engineer. The Corps will provide the permittee the certification

document with the NWP verification letter. The certification document will include:

(a) A statement that the authorized activity was done in accordance with the NWP authorization, including any general, regional, or activity-specific conditions;

(b) A statement that the implementation of any required compensatory mitigation was completed in accordance with the permit conditions. If credits from a mitigation bank or in-lieu fee program are used to satisfy the compensatory mitigation requirements, the certification must include the documentation required by 33 CFR 332.3(l)(3) to confirm that the permittee secured the appropriate number and resource type of credits; and

(c) The signature of the permittee certifying the completion of the activity and mitigation. The completed certification document must be submitted to the district engineer within 30 days of completion of the authorized activity or the implementation of any required compensatory mitigation, whichever occurs later.

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission is not authorized by NWP until the appropriate Corps office issues the section 408 permission to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification.

(a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still

incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

(1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or

(2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. Also, work cannot begin under NWPs 21, 49, or 50 until the permittee has received written approval from the Corps. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of

loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures. For single and complete linear projects, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters. Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial, intermittent, and ephemeral streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45 day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-Federal permittees, if any listed species or designated critical habitat might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat, the PCN must include the name(s) of those endangered or threatened species that might be affected by the proposed activity or utilize the designated critical habitat that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-Federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an activity that requires permission from the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification:* The standard individual permit application form (Form ENG 4345) may be used, but the completed application form must clearly indicate that it is an NWP PCN and must include all of the applicable information required in paragraphs (b)(1) through (10) of this general condition. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination:*

(1) The district engineer will consider any comments from Federal and state agencies concerning the

proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52 activities that require pre-construction notification and will result in the loss of greater than 300 linear feet of stream bed; (iii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iv) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure the net adverse environmental effects of the proposed activity are no more than minimal. The district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat

conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

D. District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the individual crossings of waters of the United States to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings authorized by NWP. If an applicant requests a waiver of the 300 linear foot limit on impacts to streams or of an otherwise applicable limit, as provided for in NWPs 13, 21, 29, 36, 39, 40, 42, 43, 44, 50, 51, 52, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects. For those NWPs that have a waivable 300 linear foot limit for losses of intermittent and ephemeral stream bed and a 1/2-acre limit (*i.e.*, NWPs 21, 29, 39, 40, 42, 43, 44, 50, 51, and 52), the loss of intermittent and ephemeral stream bed, plus any other losses of jurisdictional waters and wetlands, cannot exceed 1/2-acre.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by

the NWP activity, the degree or magnitude to which the aquatic resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (*e.g.*, partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (*e.g.*, watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters (*e.g.*, streams). The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure the NWP activity results in no more than

minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) That the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31, or to evaluate PCNs for activities authorized by NWPs 21, 49, and 50), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

E. Further Information

1. District Engineers have authority to determine if an activity complies with the terms and conditions of an NWP.

2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.

3. NWPs do not grant any property rights or exclusive privileges.

4. NWPs do not authorize any injury to the property or rights of others.

5. NWPs do not authorize interference with any existing or

proposed Federal project (see general condition 31).

F. Definitions

Best management practices (BMPs): Policies, practices, procedures, or structures implemented to mitigate the adverse environmental effects on surface water quality resulting from development. BMPs are categorized as structural or non-structural.

Compensatory mitigation: The restoration (re-establishment or rehabilitation), establishment (creation), enhancement, and/or in certain circumstances preservation of aquatic resources for the purposes of offsetting unavoidable adverse impacts which remain after all appropriate and practicable avoidance and minimization has been achieved.

Currently serviceable: Useable as is or with some maintenance, but not so degraded as to essentially require reconstruction.

Direct effects: Effects that are caused by the activity and occur at the same time and place.

Discharge: The term "discharge" means any discharge of dredged or fill material into waters of the United States.

Ecological reference: A model used to plan and design an aquatic habitat and riparian area restoration, enhancement, or establishment activity under NWP 27. An ecological reference may be based on the structure, functions, and dynamics of an aquatic habitat type or a riparian area type that currently exists in the region where the proposed NWP 27 activity is located. Alternatively, an ecological reference may be based on a conceptual model for the aquatic habitat type or riparian area type to be restored, enhanced, or established as a result of the proposed NWP 27 activity. An ecological reference takes into account the range of variation of the aquatic habitat type or riparian area type in the region.

Enhancement: The manipulation of the physical, chemical, or biological characteristics of an aquatic resource to heighten, intensify, or improve a specific aquatic resource function(s). Enhancement results in the gain of selected aquatic resource function(s), but may also lead to a decline in other aquatic resource function(s). Enhancement does not result in a gain in aquatic resource area.

Ephemeral stream: An ephemeral stream has flowing water only during, and for a short duration after, precipitation events in a typical year. Ephemeral stream beds are located above the water table year-round. Groundwater is not a source of water for the stream. Runoff from rainfall is the primary source of water for stream flow.

Establishment (creation): The manipulation of the physical, chemical, or biological characteristics present to develop an aquatic resource that did not previously exist at an upland site. Establishment results

in a gain in aquatic resource area.

High Tide Line: The line of intersection of the land with the water's surface at the maximum height reached by a rising tide. The high tide line may be determined, in the absence of actual data, by a line of oil or scum along shore objects, a more or less continuous deposit of fine shell or debris on the foreshore or berm, other physical markings or characteristics, vegetation lines, tidal gages, or other suitable means that delineate the general height reached by a rising tide. The line encompasses spring high tides and other high tides that occur with periodic frequency but does not include storm surges in which there is a departure from the normal or predicted reach of the tide due to the piling up of water against a coast by strong winds such as those accompanying a hurricane or other intense storm.

Historic Property: Any prehistoric or historic district, site (including archaeological site), building, structure, or other object included in, or eligible for inclusion in, the National Register of Historic Places maintained by the Secretary of the Interior. This term includes artifacts, records, and remains that are related to and located within such properties. The term includes properties of traditional religious and cultural importance to an Indian tribe or Native Hawaiian organization and that meet the National Register criteria (36 CFR part 60).

Independent utility: A test to determine what constitutes a single and complete non-linear project in the Corps Regulatory Program. A project is considered to have independent utility if it would be constructed absent the construction of other projects in the project area. Portions of a multi-phase project that depend upon other phases of the project do not have independent utility. Phases of a project that would be constructed even if the other phases were not built can be considered as separate single and complete projects with independent utility.

Indirect effects: Effects that are caused by the activity and are later in time or farther removed in distance, but are still reasonably foreseeable.

Intermittent stream: An intermittent stream has flowing water during certain times of the year, when groundwater provides water for stream flow. During dry periods, intermittent streams may not have flowing water. Runoff from rainfall is a supplemental source of water for stream flow.

Loss of waters of the United States: Waters of the United States that are permanently adversely affected by filling, flooding, excavation, or drainage because of the regulated activity. Permanent adverse effects include permanent discharges of dredged or fill material that change an aquatic area to dry

land, increase the bottom elevation of a waterbody, or change the use of a waterbody. The acreage of loss of waters of the United States is a threshold measurement of the impact to jurisdictional waters for determining whether a project may qualify for an NWP; it is not a net threshold that is calculated after considering compensatory mitigation that may be used to offset losses of aquatic functions and services. The loss of stream bed includes the acres or linear feet of stream bed that are filled or excavated as a result of the regulated activity.

Waters of the United States temporarily filled, flooded, excavated, or drained, but restored to pre-construction contours and elevations after construction, are not included in the measurement of loss of waters of the United States. Impacts resulting from activities that do not require Department of the Army authorization, such as activities eligible for exemptions under section 404(f) of the Clean Water Act, are not considered when calculating the loss of waters of the United States.

Navigable waters: Waters subject to section 10 of the Rivers and Harbors Act of 1899. These waters are defined at 33 CFR part 329.

Non-tidal wetland: A non-tidal wetland is a wetland that is not subject to the ebb and flow of tidal waters. Non-tidal wetlands contiguous to tidal waters are located landward of the high tide line (i.e., spring high tide line).

Open water: For purposes of the NWPs, an open water is any area that in a year with normal patterns of precipitation has water flowing or standing above ground to the extent that an ordinary high water mark can be determined. Aquatic vegetation within the area of flowing or standing water is either non-emergent, sparse, or absent. Vegetated shallows are considered to be open waters. Examples of "open waters" include rivers, streams, lakes, and ponds.

Ordinary High Water Mark: An ordinary high water mark is a line on the shore established by the fluctuations of water and indicated by physical characteristics, or by other appropriate means that consider the characteristics of the surrounding areas.

Perennial stream: A perennial stream has flowing water year-round during a typical year. The water table is located above the stream bed for most of the year. Groundwater is the primary source of water for stream flow. Runoff from rainfall is a supplemental source of water for stream flow.

Practicable: Available and capable of being done after taking into consideration cost, existing technology, and logistics in light of overall project purposes.

Pre-construction notification: A

request submitted by the project proponent to the Corps for confirmation that a particular activity is authorized by nationwide permit. The request may be a permit application, letter, or similar document that includes information about the proposed work and its anticipated environmental effects. Pre-construction notification may be required by the terms and conditions of a nationwide permit, or by regional conditions. A pre-construction notification may be voluntarily submitted in cases where pre-construction notification is not required and the project proponent wants confirmation that the activity is authorized by nationwide permit.

Preservation: The removal of a threat to, or preventing the decline of, aquatic resources by an action in or near those aquatic resources. This term includes activities commonly associated with the protection and maintenance of aquatic resources through the implementation of appropriate legal and physical mechanisms. Preservation does not result in a gain of aquatic resource area or functions.

Protected tribal resources: Those natural resources and properties of traditional or customary religious or cultural importance, either on or off Indian lands, retained by, or reserved by or for, Indian tribes through treaties, statutes, judicial decisions, or executive orders, including tribal trust resources.

Re-establishment: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former aquatic resource. Re-establishment results in rebuilding a former aquatic resource and results in a gain in aquatic resource area and functions.

Rehabilitation: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of repairing natural/historic functions to a degraded aquatic resource. Rehabilitation results in a gain in aquatic resource function, but does not result in a gain in aquatic resource area.

Restoration: The manipulation of the physical, chemical, or biological characteristics of a site with the goal of returning natural/historic functions to a former or degraded aquatic resource. For the purpose of tracking net gains in aquatic resource area, restoration is divided into two categories: Re-establishment and rehabilitation.

Riffle and pool complex: Riffle and pool complexes are special aquatic sites under the 404(b)(1) Guidelines. Riffle and pool complexes sometimes characterize steep gradient sections of streams. Such stream sections are recognizable by their hydraulic characteristics. The rapid movement of water over a coarse substrate in riffles results in a rough flow, a turbulent surface, and high dissolved oxygen levels in the water. Pools are deeper areas associated with riffles. A slower stream velocity, a streaming flow, a smooth surface, and a finer

substrate characterize pools.

Riparian areas: Riparian areas are lands next to streams, lakes, and estuarine-marine shorelines. Riparian areas are transitional between terrestrial and aquatic ecosystems, through which surface and subsurface hydrology connects riverine, lacustrine, estuarine, and marine waters with their adjacent wetlands, non-wetland waters, or uplands. Riparian areas provide a variety of ecological functions and services and help improve or maintain local water quality. (See general condition 23.)

Shellfish seeding: The placement of shellfish seed and/or suitable substrate to increase shellfish production. Shellfish seed consists of immature individual shellfish or individual shellfish attached to shells or shell fragments (*i.e.*, spat on shell). Suitable substrate may consist of shellfish shells, shell fragments, or other appropriate materials placed into waters for shellfish habitat.

Single and complete linear project: A linear project is a project constructed for the purpose of getting people, goods, or services from a point of origin to a terminal point, which often involves multiple crossings of one or more waterbodies at separate and distant locations. The term “single and complete project” is defined as that portion of the total linear project proposed or accomplished by one owner/developer or partnership or other association of owners/developers that includes all crossings of a single water of the United States (*i.e.*, a single waterbody) at a specific location. For linear projects crossing a single or multiple waterbodies several times at separate and distant locations, each crossing is considered a single and complete project for purposes of NWP authorization. However, individual channels in a braided stream or river, or individual arms of a large, irregularly shaped wetland or lake, etc., are not separate waterbodies, and crossings of such features cannot be considered separately.

Single and complete non-linear project: For non-linear projects, the term “single and complete project” is defined at 33 CFR 330.2(i) as the total project proposed or accomplished by one owner/developer or partnership or other association of owners/developers. A single and complete non-linear project must have independent utility (see definition of “independent utility”). Single and complete non-linear projects may not be “piecemealed” to avoid the limits in an NWP authorization.

Stormwater management: Stormwater management is the mechanism for controlling stormwater runoff for the purposes of reducing downstream erosion, water quality degradation, and flooding and mitigating the adverse effects of changes in land use

on the aquatic environment.

Stormwater management facilities: Stormwater management facilities are those facilities, including but not limited to, stormwater retention and detention ponds and best management practices, which retain water for a period of time to control runoff and/or improve the quality (*i.e.*, by reducing the concentration of nutrients, sediments, hazardous substances and other pollutants) of stormwater runoff.

Stream bed: The substrate of the stream channel between the ordinary high water marks. The substrate may be bedrock or inorganic particles that range in size from clay to boulders. Wetlands contiguous to the stream bed, but outside of the ordinary high water marks, are not considered part of the stream bed.

Stream channelization: The manipulation of a stream’s course, condition, capacity, or location that causes more than minimal interruption of normal stream processes. A channelized stream remains a water of the United States.

Structure: An object that is arranged in a definite pattern of organization. Examples of structures include, without limitation, any pier, boat dock, boat ramp, wharf, dolphin, weir, boom, breakwater, bulkhead, revetment, riprap, jetty, artificial island, artificial reef, permanent mooring structure, power transmission line, permanently moored floating vessel, piling, aid to navigation, or any other manmade obstacle or obstruction.

Tidal wetland: A tidal wetland is a jurisdictional wetland that is inundated by tidal waters. Tidal waters rise and fall in a predictable and measurable rhythm or cycle due to the gravitational pulls of the moon and sun. Tidal waters end where the rise and fall of the water surface can no longer be practically measured in a predictable rhythm due to masking by other waters, wind, or other effects. Tidal wetlands are located channelward of the high tide line.

Tribal lands: Any lands title to which is either: (1) Held in trust by the United States for the benefit of any Indian tribe or individual; or (2) held by any Indian tribe or individual subject to restrictions by the United States against alienation.

Tribal rights: Those rights legally accruing to a tribe or tribes by virtue of inherent sovereign authority, unextinguished aboriginal title, treaty, statute, judicial decisions, executive order or agreement, and that give rise to legally enforceable remedies.

Vegetated shallows: Vegetated shallows are special aquatic sites under the 404(b)(1) Guidelines. They are areas that are permanently inundated and under normal circumstances have rooted

aquatic vegetation, such as seagrasses in marine and estuarine systems and a variety of vascular rooted plants in freshwater systems.

Waterbody: For purposes of the NWPs, a waterbody is a jurisdictional water of the United States. If a wetland is adjacent to a waterbody determined to be a water of the United States, that waterbody and any adjacent wetlands are considered together as a single aquatic unit (see 33 CFR 328.4(c)(2)). Examples of “waterbodies” include streams, rivers, lakes, ponds, and wetlands.

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**Missouri Department of Conservation
Natural Heritage Review Report**



Missouri Department of Conservation Natural Heritage Review Report

November 15, 2018 -- Page 1 of 2

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BRAD DUNAGAN
COCHRAN ENGINEERING
737 RUDDER ROAD
FENTON, MO 63026

Project type:	BRIDGE
Location/Scope:	T41N R02W S29
County:	FRANKLIN
Query reference:	RIDGE ROAD
Query received:	10/4/2018

This NATURAL HERITAGE REVIEW is not a site clearance letter. Rather, it identifies public lands and sensitive resources known to have been located close to and/or potentially affected by the proposed project. On-site verification is the responsibility of the project. Natural Heritage records were identified at some date and location. This report considers records near but not necessarily at the project site. Animals move and, over time, so do plant communities. To say "there is a record" does not mean the species/habitat is still there. To say that "there is no record" does not mean a protected species will not be encountered. These records only provide one reference and other information (e.g. wetland or soils maps, on-site inspections or surveys) should be considered. Look for additional information about the biological and habitat needs of records listed in order to avoid or minimize impacts. More information is at <http://mdc.mo.gov/discover-nature/places-go/natural-areas> and mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx.

Level 3 issues: Records of federal-listed (these are also state-listed) species or critical habitats near the project site:

Natural Heritage records identify no wildlife preserves, no designated wilderness areas or critical habitats, and no federal-listed species records within the project area, or in the public land survey section listed above or sections adjacent.

FEDERAL LIST species/habitats are protected under the Federal Endangered Species Act. Contact the U.S. Fish and Wildlife Service (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; 573-234-2132) for Endangered Species Act coordination and concurrence information.

Level 2 issues: Records of state-listed (not federal-listed) endangered species AND / OR state-ranked (not state-listed endangered) species and natural communities of conservation concern. The Department tracks these species and natural communities due to population declines and/or apparent vulnerability.

Natural Heritage records identify Long Ridge Conservation Area (CA) borders the North east portion of the project area. The CA is owned and operated by Missouri Department of Conservation. If project activities will impact the CA, please contact Mark Johanson (636) 441-4554 immediately.

See <https://nature.mdc.mo.gov/sites/default/files/downloads/2017-SOCC.pdf> for a complete list of species and communities of conservation concern.

STATE ENDANGERED species are listed in and protected under the Wildlife Code of Missouri (3CSR10-4.111).

General recommendations related to this project or site, or based on information about the historic range of species (unrelated to any specific Natural Heritage records):

- Indiana bats (*Myotis sodalis*, federal and state-listed endangered) and Northern long-eared bats (*Myotis septentrionalis*, federal-listed threatened) occur in Franklin County and could occur within the project area. Both species of bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats or Northern long-eared bats, especially from September to April. **If any trees need to be removed by your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-**

0007; Phone 573-234-2132 Ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.

- Gray bats (*Myotis grisescens*, federal and state-listed endangered) occur in Franklin County and could occur in the project area, as they forage over streams, rivers, and reservoirs. Avoid entry or disturbance of any cave inhabited by gray bats and when possible retain forest vegetation along the stream and from the gray bat cave opening to the stream.
- Franklin County has known [karst geologic features](#) (e.g. caves, springs, and sinkholes, all characterized by subterranean water movement). Few karst features are recorded in Natural Heritage records, and ones not noted here may be encountered at the project site or affected by the project. Cave fauna (many of which are species of conservation concern) are influenced by changes to water quality, so check your project site for any karst features and make every effort to protect groundwater in the project area.
- Streams in the area should be protected from soil erosion, water pollution and in-stream activities that modify or diminish aquatic habitats. See link regarding [Management Recommendations for Construction Projects Affecting Missouri Streams and Rivers](#).
 - ◆ Avoid disturbance to stream banks and riparian areas. Channel modification, flow interruption or bank modification should occur only in compliance with conditions established in permits required under the federal Clean Water Act.
 - ◆ Grade and seed disturbed areas as soon as possible to minimize erosion. Native grasses and wildflowers are recommended for plantings compatible with the local native landscape and wildlife needs. Annuals like ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as crown vetch and sericea lespedeza.
 - ◆ All temporary in-channel fills that could impound water should be culverted. Culverts should (a) maintain at least six inches of water and (b) not create water velocities in excess of two feet per second during average annual discharges. A drop between the downstream end of the culverts and the downstream water surface should not occur at any time. Conditions provided within the USACE Clean Water Act Section 404 permit, if required (<http://www.nwk.usace.army.mil/Portals/29/docs/regulatory/moregoffices.pdf>), should help minimize impacts to the aquatic organisms within the area.
 - ◆ Avoid work in the channel from March 15 until June 15, a time when many fish are spawning and eggs need minimal disturbance.
- Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment, so inspect and clean equipment thoroughly before moving between project sites.
 - ◆ Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
 - ◆ Drain water from boats and machinery that have operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
 - ◆ When possible, wash and rinse equipment thoroughly with hard spray or HOT water ($\geq 140^{\circ}$ F, typically available at do-it-yourself carwash sites), and dry in the hot sun before using again.

These recommendations are ones project managers might prudently consider based on a general understanding of species needs and landscape conditions. Natural Heritage records largely reflect sites visited by specialists in the last 30 years. Many privately owned tracts have not been surveyed and could host remnants of species once but no longer common.

**United States Department of Interior
Fish and Wildlife Service Response**



United States Department of the Interior

FISH AND WILDLIFE SERVICE
Missouri Ecological Services Field Office
101 Park Deville Drive
Suite A
Columbia, MO 65203-0057
Phone: (573) 234-2132 Fax: (573) 234-2181



In Reply Refer To:
Consultation Code: 03E14000-2018-SLI-2329
Event Code: 03E14000-2018-E-05031
Project Name: Bridge over Winsel Creek on Ridge Road

August 24, 2018

Subject: List of threatened and endangered species that may occur in your proposed project location, and/or may be affected by your proposed project

To Whom It May Concern:

This response has been generated by the Information, Planning, and Conservation (IPaC) system to provide information on natural resources that could be affected by your project. The U.S. Fish and Wildlife Service (Service) provides this response under the authority of the Endangered Species Act of 1973 (16 U.S.C. 1531-1543), the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d), the Migratory Bird Treaty Act (16 U.S.C. 703-712), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*).

Threatened and Endangered Species

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and may be affected by your proposed project. The species list fulfills the requirement for obtaining a Technical Assistance Letter from the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. **Note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days.** The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

Consultation Technical Assistance

Refer to the Midwest Region [S7 Technical Assistance](#) website for step-by-step instructions for making species determinations and for specific guidance on the following types of projects: projects in developed areas, HUD, pipelines, buried utilities, telecommunications, and requests for a Conditional Letter of Map Revision (CLOMR) from FEMA.

Federally Listed Bat Species

Indiana bats, gray bats, and northern long-eared bats occur throughout Missouri and the information below may help in determining if your project may affect these species.

Gray bats - Gray bats roost in caves or mines year-round and use water features and forested riparian corridors for foraging and travel. If your project will impact caves, mines, associated riparian areas, or will involve tree removal around these features particularly within stream corridors, riparian areas, or associated upland woodlots gray bats could be affected.

Indiana and northern long-eared bats - These species hibernate in caves or mines only during the winter. In Missouri the hibernation season is considered to be November 1 to March 31. During the active season in Missouri (April 1 to October 31) they roost in forest and woodland habitats. Suitable summer habitat for Indiana bats and northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags 5 inches diameter at breast height (dbh) for Indiana bat, and 3 inches dbh for northern long-eared bat, that have exfoliating bark, cracks, crevices, and/or hollows), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Tree species often include, but are not limited to, shellbark or shagbark hickory, white oak, cottonwood, and maple. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. Northern long-eared bats have also been observed roosting in human-made structures, such as buildings, barns, bridges, and bat houses; therefore, these structures should also be considered potential summer habitat and evaluated for use by bats. If your project will impact caves or mines or will involve clearing forest or woodland habitat containing suitable roosting habitat, Indiana bats or northern long-eared bats could be affected.

Examples of unsuitable habitat include:

- Individual trees that are greater than 1,000 feet from forested or wooded areas;
 - Trees found in highly-developed urban areas (e.g., street trees, downtown areas);
 - A pure stand of less than 3-inch dbh trees that are not mixed with larger trees; and
 - A stand of eastern red cedar shrubby vegetation with no potential roost trees.
-

Using the IPaC Official Species List to Make No Effect and May Affect Determinations for Listed Species

1. If IPaC returns a result of “There are no listed species found within the vicinity of the project,” then project proponents can conclude the proposed activities will have **no effect** on any federally listed species under Service jurisdiction. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records. An example ["No Effect" document](#) also can be found on the S7 Technical Assistance website.

2. If IPaC returns one or more federally listed, proposed, or candidate species as potentially present in the action area of the proposed project other than bats (see #3 below) then project proponents can conclude the proposed activities **may affect** those species. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain [Life History Information for Listed and Candidate Species](#) through the S7 Technical Assistance website.

3. If IPaC returns a result that one or more federally listed bat species (Indiana bat, northern long-eared bat, or gray bat) are potentially present in the action area of the proposed project, project proponents can conclude the proposed activities **may affect** these bat species **IF** one or more of the following activities are proposed:

- a. Clearing or disturbing suitable roosting habitat, as defined above, at any time of year;
- b. Any activity in or near the entrance to a cave or mine;
- c. Mining, deep excavation, or underground work within 0.25 miles of a cave or mine;
- d. Construction of one or more wind turbines; or
- e. Demolition or reconstruction of human-made structures that are known to be used by bats based on observations of roosting bats, bats emerging at dusk, or guano deposits or stains.

If none of the above activities are proposed, project proponents can conclude the proposed activities will have **no effect** on listed bat species. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records. An example ["No Effect" document](#) also can be found on the S7 Technical Assistance website.

If any of the above activities are proposed in areas where one or more bat species may be present, project proponents can conclude the proposed activities **may affect** one or more bat species. We recommend coordinating with the Service as early as possible during project planning. If your project will involve removal of over 5 acres of suitable forest or woodland habitat, we recommend you complete a Summer Habitat Assessment prior to contacting our office to expedite the consultation process. The Summer Habitat Assessment Form is available in Appendix A of the most recent version of the [Range-wide Indiana Bat Summer Survey Guidelines](#).

Other Trust Resources and Activities

Bald and Golden Eagles - Although the bald eagle has been removed from the endangered species list, this species and the golden eagle are protected by the Bald and Golden Eagle Act and the Migratory Bird Treaty Act. Should bald or golden eagles occur within or near the project area please contact our office for further coordination. For communication and wind energy projects, please refer to additional guidelines below.

Migratory Birds - The Migratory Bird Treaty Act (MBTA) prohibits the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when specifically authorized by the Service. The Service has the responsibility under the MBTA to proactively prevent the mortality of migratory birds whenever possible and we encourage implementation of recommendations that minimize potential impacts to migratory birds. Such measures include clearing forested habitat outside the nesting season (generally March 1 to August 31) or conducting nest surveys prior to clearing to avoid injury to eggs or nestlings.

Communication Towers - Construction of new communications towers (including radio, television, cellular, and microwave) creates a potentially significant impact on migratory birds, especially some 350 species of night-migrating birds. However, the Service has developed [voluntary guidelines for minimizing impacts](#).

Transmission Lines - Migratory birds, especially large species with long wingspans, heavy bodies, and poor maneuverability can also collide with power lines. In addition, mortality can occur when birds, particularly hawks, eagles, kites, falcons, and owls, attempt to perch on uninsulated or unguarded power poles. To minimize these risks, please refer to [guidelines](#) developed by the Avian Power Line Interaction Committee and the Service. Implementation of these measures is especially important along sections of lines adjacent to wetlands or other areas that support large numbers of raptors and migratory birds.

Wind Energy - To minimize impacts to migratory birds and bats, wind energy projects should follow the Service's [Wind Energy Guidelines](#). In addition, please refer to the Service's [Eagle Conservation Plan Guidance](#), which provides guidance for conserving bald and golden eagles in the course of siting, constructing, and operating wind energy facilities.

Next Steps

Should you determine that project activities **may affect** any federally listed species or trust resources described herein, please contact our office for further coordination. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

If you have not already done so, please contact the Missouri Department of Conservation (Policy Coordination, P. O. Box 180, Jefferson City, MO 65102) for information concerning Missouri Natural Communities and Species of Conservation Concern.

We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

Karen Herrington

Attachment(s):

- Official Species List
 - USFWS National Wildlife Refuges and Fish Hatcheries
 - Wetlands
-

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Missouri Ecological Services Field Office

101 Park Deville Drive

Suite A

Columbia, MO 65203-0057

(573) 234-2132

Project Summary

Consultation Code: 03E14000-2018-SLI-2329

Event Code: 03E14000-2018-E-05031

Project Name: Bridge over Winsel Creek on Ridge Road

Project Type: BRIDGE CONSTRUCTION / MAINTENANCE

Project Description: The existing bridge over Winsel Creek will be removed and replaced with a new bridge. The roadway alignment will remain in the same location. Some road construction will be required to tie the new bridge to the existing road.

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/place/38.27026968521853N91.16818207037996W>



Counties: Franklin, MO

Endangered Species Act Species

There is a total of 9 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

-
1. [NOAA Fisheries](#), also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Mammals

NAME	STATUS
Gray Bat <i>Myotis grisescens</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6329	Endangered
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. Your location overlaps the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/5949	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045	Threatened

Clams

NAME	STATUS
Pink Mucket (pearlymussel) <i>Lampsilis abrupta</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/7829	Endangered
Scaleshell Mussel <i>Leptodea leptodon</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/5881	Endangered
Sheepnose Mussel <i>Plethobasus cyphus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6903	Endangered
Snuffbox Mussel <i>Epioblasma triquetra</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/4135	Endangered
Spectaclecase (mussel) <i>Cumberlandia monodonta</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/7867	Endangered
Winged Mapleleaf <i>Quadrula fragosa</i> Population: Wherever found, except where listed as an experimental population No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/4127	Endangered

Critical habitats

There is 1 critical habitat wholly or partially within your project area under this office's jurisdiction.

NAME	STATUS
Indiana Bat <i>Myotis sodalis</i> https://ecos.fws.gov/ecp/species/5949#crithab	Final

USFWS National Wildlife Refuge Lands And Fish Hatcheries

Any activity proposed on lands managed by the [National Wildlife Refuge](#) system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

Wetlands

Impacts to [NWI wetlands](#) and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local [U.S. Army Corps of Engineers District](#).

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

RIVERINE

- [R4SBA](#)
-

Floodplain Development Permit

FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION

Application No.: 200001Date: 3-13-20

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in the Special Flood Hazard Area (SFHA) or "floodplain." The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be in accordance with the requirements of the Floodplain Management Ordinance and with all other applicable county/city ordinances, federal programs, and the laws and regulations of the State of Missouri.

FRANKLIN COUNTY (HIGHWAY DEPT.)	5/30/2019	LOW BIDDER
Owner or Agent	Date	Builder
400 EAST LOCUST ST., UNION, MO 63084		
Address		Address
636-583-6361		
Telephone Number		Telephone Number

SITE DATA

- Location: SW 1/4; SE 1/4; Section 20; Township 41N; Range 2W
Street Address: 2730 RIDGE ROAD, SULLIVAN, MO 63080
- Type of Development: Filling ☒ Grading ☒ Excavation ☒ Minimum Improvement ☐
Routine Maintenance ☐ Substantial Improvement ☒ New Construction ☒ Other ☐
- Description of Development: THE EXISTING BRIDGE OVER WINSEL CREEK WILL BE REMOVED. A NEW BRIDGE WILL BE CONSTRUCTED NEAR THE SAME LOCATION (ABOUT 15' EAST). ROADWAY APPROACHES TO BE RECONSTRUCTED.
- Premises: Structure Size 95 ft. By 31 ft. Area of Site 50,800 Sq. Ft.
Principal Use: ROADWAY Accessory Uses (storage, parking, etc.): NONE
- Value of Improvement (fair market): \$ 500,000 Pre-Improvement/Assessed Value of Structure: \$ 100,000
- Is the Property Located in a Designated FLOODWAY? Yes ☐ No ☒
- IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE (1%) FLOOD ELEVATIONS.
- Is the Property Located in a Designated Floodplain FRINGE or a Floodplain (SFHA) without a Designated FLOODWAY? Yes ☒ No ☐
- Elevation of the 1% Base Flood (ID source) 770.87 (NAVD 88) HEC-RAS ANALYSIS NGVD/NAVD
- Elevation of the Proposed Development Site 772.00 NGVD/NAVD
- Community Ordinance Elevation/Floodproofing Requirement FLOODPLAIN MANAGEMENT NGVD/NAVD
- NFIP Flood Insurance Rate Map Panel(s) Number(s) 29071C0420D EFF. 10/18.2011

- | | | | | |
|-----------------------------|---|---|-----------------------------|-----------------------------------|
| 12. Other Permits Required? | Corps of Engineer 404 Permit: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Provided <input type="checkbox"/> |
| | State Department of Natural Resources 401 Permit: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Provided <input type="checkbox"/> |
| | Environmental Protection Agency NPDES Permit: | Yes <input checked="" type="checkbox"/> | No <input type="checkbox"/> | Provided <input type="checkbox"/> |

All Provisions of Ordinance Number Article 11, the "Floodplain Management Ordinance", shall be in Compliance.

PERMIT APPROVAL/DENIAL

Plans and Specifications Approved/Denied this 13th Day of March, 20 20

Signature of Property Owner or Agent

RONALD J WILLIAMS, PE HIGHWAY ENGINEER

Print Name and Title

Authorizing Official

TORI KENNEDY FLOODPLAIN ADMINISTRATOR

Print Name and Title

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED N/A FOOT/FEET ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED N/A FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.

THIS PERMIT IS USED WITH THE CONDITION THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.

Farmland Conversion Impact Rating

U.S. Department of Agriculture

FARMLAND CONVERSION IMPACT RATING

PART I (To be completed by Federal Agency)		Date of Land Evaluation Request		11/13/2018	
Name of Project STP-5490(614) Ridge Road Bridge		Federal Agency Involved Federal Highway Administration			
Proposed Land Use Bridge removal and replacement		County and State Franklin County, Missouri			
PART II (To be completed by SCS)		Date Request Received by SCS 11-13-18			
Does the site contain prime, unique, statewide or local important farmland? (if no, the FPPA does not apply - do not complete additional parts of this form.)		Yes _____ No <input checked="" type="checkbox"/>		Acres Irrigated _____ Average Farm Size _____	
Major Crop(s)	Farmable Land in Govt. Jurisdiction Acres: _____ %		Amount of Farmland As Defined in FPPA Acres: _____ %		
Name of Land Evaluation System Used	Name of Local Site Assessment System		Date Land Evaluation Returned by SCS 11-14-18		
		Alternative Site Rating			
PART III (To be completed by Federal Agency)		Site A	Site B	Site C	Site D
A. Total Acres To Be Converted Directly		0.38			
B. Total Acres To Be Converted Indirectly		0			
C. Total Acres In Site		1.17			
PART IV (To be completed by SCS) Land Evaluation Information					
A. Total Acres Prime And Unique Farmland					
B. Total Acres Statewide And Local Important Farmland					
C. Percentage Of Farmland In County Or Local Govt. Unit To Be Converted					
D. Percentage Of Farmland In Govt. Jurisdiction With Same Or Higher Relative Value					
PART V (To be completed by SCS) Land Evaluation Criterion Relative Value Of Farmland To Be Converted (Scale of 0 to 100 Points)					
PART VI (To be completed by Federal Agency) Site Assessment Criteria (These criteria are explained in 7 CFR 658.5(b))		Maximum Points			
1. Area In Nonurban Use		15.00			
2. Perimeter In Nonurban Use		10.00			
3. Percent Of Site Being Farmed		20.00			
4. Protection Provided By State And Local Government		20.00			
5. Distance From Urban Builtup Area		15.00			
6. Distance To Urban Support Services		15.00			
7. Size Of Present Farm Unit Compared To Average		10.00			
8. Creation Of Nonfarmable Farmland		10.00			
9. Availability Of Farm Support Services		5.00			
10. On-farm Investments		20.00			
11. Effect Of Conversion On Farm Support Services		10.00			
12. Compatability With Existing Agricultural Use		10.00			
TOTAL SITE ASSESSMENT POINTS		160.00			
PART VII (To be completed by Federal Agency)					
Relative Value Of Farmland (From Part V)		100.00			
Total Site Assessment (From Part VI above or a local site assessment)		160.00			
TOTAL POINTS (Total of above 2 lines)		260.00			
		Was A Local Site Assessment Used?			
Site Selected: Site A (Existing location)		Date of Selection 8/15/2017		Yes _____ No _____	
Reason For Selection: Reconstructing the new bridge in the same location as the previous bridge represents the least impact.					
Form AD-1006(10-83)					

Asbestos and Lead Based Paint Survey Report

Asbestos and Lead Based Paint Survey Report

Ridge Road Bridge Replacement Bridge No. 3420011 Federal Project No. STP-5490(614) Sullivan, Missouri

Project No. 18-7467G/SC18-836

October 2018

Presented to:

**Franklin County Highway Department
Union, Missouri**



Architecture • Civil Engineering • Land Surveying • Site Development • Geotechnical Engineering • Inspection & Materials Testing

8 East Main Street
Wentzville, MO 63385
Phone: 636-332-4574
Fax: 636-327-0760

**737 Rudder Road
Fenton, MO 63026
Phone: 314-842-4033
Fax: 314-842-5957**

530A East Independence Drive
Union, MO 63084
Phone: 636-584-0540
Fax: 636-584-0512

534 Maple Valley Drive
Farmington, MO 63640
Phone: 573-315-4810
Fax: 573-315-4811

767 North 20th Street
Ozark, MO 65721
Phone: 417-595-4108
Fax: 417-595-4109

905 Executive Drive
Osage Beach, MO 65065
Phone: 573-525-0299
Fax: 573-525-0298

www.cochraneng.com



October 18, 2018

Mr. Ronald Williams, P.E.
Franklin County Highway Department
400 East Locust
Union, Missouri 63084

RE: Asbestos and Lead Based Paint Survey
Ridge Road Bridge Replacement
Bridge No. 3420011
Federal Project No. STP-5490(614)
Sullivan, Missouri
Project No. 18-7467G/SC18-836

Dear Mr. Williams:

Cochran is pleased to submit the results of an asbestos and lead based paint survey performed on October 9, 2018 at the above referenced site in Sullivan, Missouri. The bridge is located over Winsel Creek on Ridge Road, south of the intersection of Ridge Road and Timber Ridge Loop in Sullivan, Missouri. We understand this survey was requested due to planned demolition of the existing structure for complete replacement of the bridge.

FIELD ACTIVITIES

Cochran conducted an asbestos and lead based paint survey of the existing bridge structure located on Ridge Road in Sullivan, Missouri. The survey was conducted on October 9, 2018 by a State of Missouri certified asbestos and lead based paint inspector.

No suspect ACMs were observed during the asbestos survey.

Suspect lead based paint was visually identified on the steel girders and guard rails of the bridge and documented. Although reasonable effort was made to survey accessible suspect materials, additional suspect but un-sampled materials could be located in voids or in other concealed areas. A sample of the suspect lead based paint was collected and delivered to an accredited laboratory for analysis.

FINDINGS

Per 19 CSR 30-70, the definition of lead-based paint is any paint that contains greater than 0.5% lead by weight. The results of the paint chip analysis (as percentages by weight of lead) are as follows:

Material	Location	Concentration of Lead Based Paint	Condition
Gray Paint	Guard Rails	0.092 % wt	Fair
Gray Paint	Girders	<0.010% wt	Poor

FURTHER INVESTIGATIONS

It must be realized that hidden ACMs or lead based paint may be present which may not be exposed or defined without actual demolition. Any such previously concealed ACMs or lead based paint which are revealed only during the demolition process should be sampled for testing by a licensed inspector, and should be removed as necessary prior to resumption of work.

GENERAL

This asbestos and lead based paint survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the sample locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during our survey of the building. The information contained in this report is relevant to the date on which this survey was performed and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by Cochran for specific application to their project as discussed. This report is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Cochran does not warrant the work of regulatory agencies, laboratories or other third parties supplying information which may have been used in the preparation of this report. No warranty, express or implied is made.

The following are made part of and complete this report:

- Appendix A Photograph
- Appendix B Laboratory Analytical Reports
- Appendix C Asbestos and Lead Based Paint Certification

We appreciate the opportunity to provide this service to you. If you have any questions or require additional information, please contact the undersigned at 636-584-0540.

Sincerely,



Karen L. Albert, P.E.
Director of Geotechnical and Environmental Services
Cochran

Copies Submitted: 1 Electronic Copy

APPENDIX A

PHOTOGRAPHS



1. Paint on guard rails.

APPENDIX B

LABORATORY ANALYTICAL RESULTS

**EMSL Analytical, Inc.**

3029 S. Jefferson, Saint Louis, MO 63118

Phone/Fax: (314) 577-0150 / (314) 776-3313

<http://www.EMSL.com>saintlouislaboratory@emsl.com

EMSL Order: 391810854

CustomerID: CHRN42

CustomerPO: 18-7467G

ProjectID:

Attn: **Karen Albert**
Cochran
530A East Independence Drive
Union, MO 63084

Phone: (636) 584-0540
Fax:
Received: 10/11/18 9:35 AM
Collected:

Project: **Ridge Road Bridge Replacement 18-7467G****Test Report: Lead in Paint Chips by Flame AAS (SW 846 3050B/7000B)***

<i>Client SampleDescription</i>	<i>Collected</i>	<i>Analyzed</i>	<i>RDL</i>	<i>Lead Concentration</i>
#1 391810854-0001		10/17/2018	0.012 % wt	0.092 % wt
#2 391810854-0002		10/17/2018	0.010 % wt	<0.010 % wt

Jeff Siria, Laboratory Manager
or other approved signatory

*Analysis following Lead in Paint by EMSL SOP/Determination of Environmental Lead by FLAA. Reporting limit is 0.010 % wt based on the minimum sample weight per our SOP. Unless noted, results in this report are not blank corrected. This report relates only to the samples reported above and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities. Samples received in good condition unless otherwise noted. "<" (less than) result signifies that the analyte was not detected at or above the reporting limit. Measurement of uncertainty is available upon request. The QC data associated with the sample results included in this report meet the recovery and precision requirements unless specifically indicated otherwise. Definitions of modifications are available upon request.

Samples analyzed by EMSL Analytical, Inc. Saint Louis, MO AIHA-LAP, LLC--ELLAP Accredited #102636

Initial report from 10/17/2018 11:03:40

EMSL ANALYTICAL, INC.
LABORATORY PRODUCTS TRAINING

Lead (Pb) Chain of Custody

EMSL Order ID (Lab Use Only):

391810854

EMSL ANALYTICAL, INC.

3029 S. JEFFERSON

ST LOUIS MO 63118

PHONE: (314)577-0150

Company: Cochran		EMSL-Bill to: <input checked="" type="checkbox"/> Same <input type="checkbox"/> Different If Bill to is Different note instructions in Comments**	
Street: 503A East Independence Dr		Third Party Billing requires written authorization from third party	
City: Union	State/Province: MO	Zip/Postal Code: 63084	Country: U.S.
Report To (Name): Karen Albert		Fax #:	
Telephone #: 636-584-0540		Email Address: kalbert@cochraneng.com	
Project Name/Number: Ridge Road Bridge Replacement 18-74676			
Please Provide Results: <input type="checkbox"/> Fax <input checked="" type="checkbox"/> Email		Purchase Order: 18-74676 U.S. State Samples Taken:	
Turnaround Time (TAT) Options* - Please Check			
<input type="checkbox"/> 3 Hour	<input type="checkbox"/> 6 Hour	<input type="checkbox"/> 24 Hour	<input type="checkbox"/> 48 Hour <input type="checkbox"/> 72 Hour <input type="checkbox"/> 96 Hour <input type="checkbox"/> 1 Week <input checked="" type="checkbox"/> 2 Week
*Analysis completed in accordance with EMSL's Terms and Conditions located in the Price Guide			
Matrix	Method	Instrument	Reporting Limit Check
Chips <input type="checkbox"/> mg/cm ² <input checked="" type="checkbox"/> % by wt.	SW846-7000B/7420 or AOAC 974 02	Flame Atomic Absorption	0.01% <input checked="" type="checkbox"/>
Air	NIOSH 7082	Flame Atomic Absorption	4 µg/filter <input type="checkbox"/>
	NIOSH 7105	Graphite Furnace AA	0.03 µg/filter <input type="checkbox"/>
	NIOSH 7300 modified	ICP-AES	0.5 µg/filter <input type="checkbox"/>
Wipe* <input type="checkbox"/> ASTM <input type="checkbox"/> non ASTM *If no box is checked, non-ASTM Wipe is assumed	SW846-7000B/7420	Flame Atomic Absorption	10 µg/wipe <input type="checkbox"/>
	SW846-6010B or C	ICP-AES	0.5 µg/wipe <input type="checkbox"/>
TCLP	SW846-1311/7420/SM 3111B	Flame Atomic Absorption	0.4 mg/L (ppm) <input type="checkbox"/>
	SW846-6010B or C	ICP-AES	0.1 mg/L (ppm) <input type="checkbox"/>
Soil	SW846-7000B/7420	Flame Atomic Absorption	40 mg/kg (ppm) <input type="checkbox"/>
	SW846-7421	Graphite Furnace AA	0.3 mg/kg (ppm) <input type="checkbox"/>
	SW846-6010B or C	ICP-AES	1 mg/kg (ppm) <input type="checkbox"/>
Wastewater	SM3111B or SW846-7000B/7420	Flame Atomic Absorption	0.4 mg/L (ppm) <input type="checkbox"/>
	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm) <input type="checkbox"/>
	SW846-6010B or C	ICP-AES	1 mg/kg (ppm) <input type="checkbox"/>
Drinking Water	EPA 200.9	Graphite Furnace AA	0.003 mg/L (ppm) <input type="checkbox"/>
Other:		Preservation Method (Water):	
Name of Sampler:		Signature of Sampler:	
Sample #	Location	Volume/Area	Date/Time Sampled
#1	bridge railing		10/9/18 9 AM
#2	bridge girders		10/9/18 9:30 AM
Client Sample #'s		Total # of Samples:	
Relinquished (Client):	Karen Albert	Date: 10-10-18	Time: 9 AM
Received (Lab):	John East	Date: 10-11-18	Time: 9:35 AM
Comments:			

APPENDIX C

ASBESTOS AND LEAD BASED PAINT CERTIFICATION

CERTIFICATION NUMBER:

7118090718MOIR13775

THIS CERTIFIES

Karen L Albert

HAS COMPLETED THE CERTIFICATION

REQUIREMENTS FOR

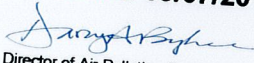
Inspector



APPROVED: **09/25/2018**

TRAINING DATE: **09/07/2018**

EXPIRES: **09/25/2019**


Director of Air Pollution Control Program

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

LEAD OCCUPATION LICENSE REGISTRATION

Issued to:

KAREN ALBERT

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

Lead Inspector
Category of License

Issuance Date: **5/7/2015**
Expiration Date: **5/7/2017**
License Number: **130507-300004216**



A handwritten signature in black ink, reading "Gail Vasterling".

Gail Vasterling
Director

Department of Health and Senior Services

Lead Licensing Program, PO Box 570, Jefferson City, MO 65102

STP-5490(614)

Franklin County, Missouri
400 E. Locust Street
Union, Missouri 63084

CONTRACT
AND
BOND
FOR
CONSTRUCTING OR IMPROVING

Ridge Road Bridge Replacement

Ridge Road
In
Franklin County, Missouri

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OWNER-CONTRACTOR AGREEMENT

This is an Agreement made and entered into the ____ day of _____, 20____, by and between Franklin County, Missouri (hereinafter called the "Owner") and _____, a _____ with offices located at _____, (hereinafter called the "Contractor").

The project is identified as Ridge Road Bridge Replacement, located on Ridge Road in Franklin County, Missouri, Federal Project No. STP-5490(614), (hereinafter called "Project")

The Engineer is Cochran, with offices located at 737 Rudder Road, Fenton, Missouri 63026 (hereinafter called the "Engineer").

WITNESSETH:

The Contractor and the Owner, for the consideration set forth herein, agree as follows:

ARTICLE I**The Contract Documents**

The Contract Documents include the Conditions of the Contract (General Conditions of Owner-Contractor Agreement, Supplementary Conditions and other Conditions), State Wage Determination, Performance and Payment Bond, Drawings, Specifications, the Construction Schedule, all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of Owner-Contractor Agreement are applicable to this Agreement.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article X.

ARTICLE II**Scope of Work**

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by, the Contract Documents or reasonably inferable therefrom, for the complete construction of the project. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

ARTICLE III**Time of Completion**

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be completed within **90** consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the sum of **\$950.00** for each consecutive calendar day after the Final Completion date that the Work has not been completed. The total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner.

ARTICLE IV**The Contract Sum and Payments**

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of _____ (\$_____), subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, payment will be made in the form of progress payments as follows and as provided elsewhere in the Contract Documents:

(1) On or about the tenth day of each following month, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments;

(2) Final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

ARTICLE V**Performance of the Work**

(a) Within 10 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule for the Work in a Gantt Chart format, which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, and (2) a Traffic Control Plan indicating the location of all proposed signage, detours, road closures throughout the Project which adequately address the Traffic Control Plan of the proposed Work. All traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. No Work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the Owner.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract.

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

ARTICLE VI

Delays Beyond Contractor's Control

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule as a result of the act or neglect of the Owner, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, then, and to the extent of such delays, the Contractor shall not be required to pay liquidated damages to the Owner pursuant to Paragraph (b) of Article III hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in Paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of work is so great that it cannot be remedied without incurring additional cost which the Owner does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Owner.

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

(c) Except to the extent that a delay is caused by the Owner, the Contractor's sole remedy shall consist of his rights under this Article VI.

ARTICLE VII

Changes in the Work

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

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

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

ARTICLE VIII

Termination by Owner

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be

entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

In the event of termination pursuant to this Paragraph, the Contractor, upon the request of the Owner, shall promptly

(i) assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and

(ii) make available to the Owner, to the extent directed by the Owner, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties. The Contractor will not be entitled to payment of profit on work not performed.

ARTICLE IX

Contractor's Liability Insurance

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the Owner:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$3,000,000.

(b) Comprehensive General Liability and Bodily Injury
Including Death: \$3,000,000 each person

	\$3,000,000 each occurrence
Property Damage:	\$3,000,000 each occurrence
	\$3,000,000 aggregate
(c) Comprehensive Automobile Liability, Bodily Injury	
Including Death:	\$3,000,000 each person
	\$3,000,000 each occurrence
Property Damage:	\$3,000,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$3,000,000 each occurrence
Property Damage:	\$3,000,000 each occurrence
	\$3,000,000 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state, "**Franklin County, Missouri, the Engineer and their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project.**"

ARTICLE X

Enumeration of The Contract Documents

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- a. Owner-Contractor Agreement
- b. Job Special Provisions
- c. The Drawings identified as follows:
Franklin County, Missouri, Ridge Road Bridge Replacement, STP-5490(614),
- d. Current edition of the Missouri Standard Specifications for Highway Construction
- e. Missouri Standard Drawings for Highway Construction
- f. Performance and Payment Bond
- g. State Wage Determination
- h. Subcontractor Approval Form

THE CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

Franklin County, Missouri
(Owner)

By _____

Title

(SEAL)

Attest: _____

Title

Date: _____

Contractor Name
(Contractor)

By _____

(Print Name)

Title

(SEAL)

Attest: _____

Date: _____

CONTRACTOR'S ACKNOWLEDGEMENT

1. Form to be used if Contractor is an individual.

State of _____)
County of _____) ss.

On this _____ day of _____, 20_____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as his/her free act and deed.

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

(SEAL)

Notary Public

My commission expires _____, 20 _____.

2. Form to be used if Contractor is a partnership or unincorporated company.

State of _____)
County of _____) ss.

On this _____ day of _____, 20 _____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing proposal, contract agreement, and bond, and being first duly sworn, acknowledged that he/she executed the same as the free act and deed of the partnership or company, and stated that all of the members of the partnership or company are correctly shown in the proposal.

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

(SEAL)

Notary Public

My commission expires _____, 20 _____.

3. Form to be used if Contractor is a corporation

State of _____)
County of _____) ss.

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

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

(SEAL)

Notary Public

My commission expires _____, 20 _____.

FORM OF CONTRACT PERFORMANCE - PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That _____, as Principal, and _____, as Surety, are held and firmly bound unto the _____, hereinafter called the "Owner," in the penal sum of _____ Dollars (\$ _____) lawful money of the United States, well and truly to be paid unto the said Owner for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated _____, entered into a Contract with the Owner for the construction of the work designated as _____ located at _____ in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

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

The Owner may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the Owner for his use and benefit, all in accordance with the provisions of MO. Rev. Stat. SS 522.300, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly, (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner of the lowest responsible bidder, arrange for a Contract between the Owner and such bidder, and made available as the Work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the Work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Signed and sealed this ____ day of _____, 20____.

In the presence of :

(SEAL)

By: _____

(SEAL)

By: _____

The successful bidder shall furnish a Performance Bond in an amount equal to one hundred percent (100%) of the Contract Sum as security for the faithful performance of the Contract, and also a Labor and Material Payment Bond in an amount not less than one hundred percent (100%) of the Contract Sum as security for the payment of all persons performing labor on the project under this Contract and furnishing materials in connection with this Contract. The Surety shall be a company licensed to do business in the State of Missouri and shall be acceptable to the Owner. The Performance Bond and the Labor and Material Payment Bond may be in one or in separate instruments, however if combined into one the amount shall be for two hundred percent (200%) of the Contract

SUBCONTRACTOR APPROVAL FORM

This fully completed report must accompany and be part of the sealed Bid Proposal.

1. Name of Bidder: _____

2. Address Bidder: _____

City	State	Zip	Phone
------	-------	-----	-------

3. The above-named Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

<u>Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>\$ Value of Subcontractor</u>
--	------------------------------------	--------------------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

A. Total of Above _____

B. Total Bid Amount _____

Subcontractor Utilization as a % of Total Bid Amount: $(A/B \times 100)$ _____

Name-Authorized Officer of Bidder

Signature-Office Bidder

Date