

ADDENDUM NO. 1
TO
Riverway Boulevard Improvements
STBG-340(446)
Platte County
Riverside, MO

September 24, 2026

You are instructed to read and note the following described changes, corrections, clarifications, omissions, deletions, additions, approvals, and statements pertinent to the Construction Documents.

Addendum No. 1 is a part of the Contract Bid and Construction Documents and shall govern in the performance of the Work.

Pre-Bid Meeting:

A Pre-Bid Meeting was held on September 16, 2026. The Minutes and meeting attendance from the meeting are attached.

Project Manual:

1. Advertisement of Bids – Replace All (See Attached)
 - a. Revise Bid Letting Schedule for October 15, 2026 at 10:00 A.M.
2. Notice to Contractors – Replace All (See Attached)
 - a. Revise Bid Letting Schedule for October 15, 2026 at 10:00 A.M.
 - b. Revise Section 3 Substantial Completion Dates to:
 - i. Base Bid Only: Calendar Date: June 2, 2028
 - ii. Based Bid and Add Alternate: Calendar Date: September 1, 2028
 - c. Revise Section 13 Addenda and Interpretations date to October 9, 2026
3. Bid For Unit Price – Replace All (See Attached)
 - a. Replace “substantially complete by May 12, 2028 if only the Base Bid is selected and August 11, 2028 if the Base Bid and Add Alternate is selected” to “substantially complete by June 2, 2028 if only the Base Bid is selected and September 1, 2028 if the Base Bid and Add Alternate is selected”
 - b. Remove ‘sidewalk’ from requirement for Substantial Completion for Site A
4. Bid Form
 - a. Updated Bid Form is forthcoming in Addendum 2.
5. Job Special Provision – Replace Page (See Attached)
 - a. Revise Section W (Property Owner Commitments), 1.9 from “Parcel 28” to “Parcel 27” and 1.9.1 from “utilizing Parcel 28’s entrance...” to “utilizing Parcel 29’s entrance...”
 - b. Revise Section W (Property Owner Commitments), 1.9 from “Parcel 29” to “Parcel 28”
6. Agreement Between City of Riverside and Contractor – Replace Pages (See Attached)
 - a. Article IV. B.: Replace “May 12, 2028 for Base Bid option and August 11, 2028, for Base Bid and Add Alternate option” to “June 2, 2028 for Base Bid option and September 1, 2028 for Base Bid and Add Alternate option”.
 - b. Article IV. B.: Remove ‘sidewalk’ from requirement for Substantial Completion for Site
7. Exhibit D – Time for Completion – Replace Page (See Attached)
 - a. Revise Substantial Completion Dates to:
 - i. Base Bid Only: Calendar Date: June 2, 2028
 - ii. Based Bid and Add Alternate: Calendar Date: September 1, 2028
8. Exhibit O: FHWA Form 1273 – Replace All (See Attached)
 - a. Replace FHWA Form 1273 with the attached current version (June 25, 2026)

Questions and Answers:

1. Refer to the attached Pre-Bid Meeting Minutes for questions and answers addressed at the Pre-Bid Meeting.
2. For JSP Section T “UNITED STATES ARMY CORP OF ENGINEERS (USACE) REQUIREMENTS, could a contingency line item be created for “Any disturbance or damage to these items shall be repaired by the Contractor at no cost to the project” instead of everything being on the contractor?
 - a. A contingency line item will not be created.
3. The specs under EEE – Removal of Traffic Signal Equipment appear to indicate that the contractor is responsible for removing the existing signalized intersection at NW Platte Road and Riverway Boulevard. However, there does not appear to be a bid item for removal of the existing signalized intersection under Alternate A. Can you please confirm who is responsible for removing the existing intersection? If this work is intended to be performed by the Contractor, please clarify and add a bid item to the schedule of quantities so all bidders can account for this work.
 - a. Contractor is responsible for the removal of the traffic signal equipment and is included as part of the Lump Sum Bid Item for “Removal of Improvements” for the Add Alternate ‘A’. Additionally, in the Project Manual, per Section EEE – Removal of Traffic Signal Equipment, 3.0 Basis of Payment states that all costs associated with removing, disassembling, storing, transporting, and disposing of traffic signal equipment shall be considered as completed covered by the contract unit price for Item No. 202-20.10. Refer to “Removal of Improvements” table on Sheet 1 of 8 of the Quantities Sheets indicating the signal equipment as being part of the bid item “Removal of Improvements”. Additional line item in the “Removal of Improvements” table has been added in this addendum.
4. Do you have a sheet that shows the limits of the “Levee Critical Area” From an Entire Project perspective? Shown on 1 plan sheet?
 - a. Attached to this addendum is an exhibit of the Levee Critical Area. For reference, the area is 300-feet riverward to 500-feet landward of the levee centerline. Sheets 2, 3, and 16 of 19 of the Plan and Profile Sheets have callouts to the location of the Levee Critical Area Limits as well.
5. Which detail are we supposed to follow for trenching in the levee critical area? Plan sheet #2 (7 of 20) shows 2 different details? Can you please confirm which one is to be followed?
 - a. The “Bedding Detail (For Conduit Use Inside LCA Only)” is for 2”, 3”, and 4” PVC as show in the “Landscaping Items” section of the Bid Form. The “Levee Critical Area Backfill and Compaction Typical Section” is for other piping, such as storm sewer.
6. Can you provide a detail for the pipe aggregate edge drain?
 - a. Refer to MoDOT Standard Plans 605.10I “Pavement Underdrain”.
7. Can you give detail for Misc. Toe Wall Construction and Misc. 4” Perforated Geocell.
 - a. Detail is located on Sheet 6 of 21 of Typical Sections sheets under “Washed River Rock Slope Protection Detail”. Detail ‘A’ shows 4” Perforated Geocell and Detail ‘B’ show Toe Wall. Refer to JSP Section MM for 4” Perforated Geocell and Section OO for “Toe Wall Construction” for additional information.
8. Can you give detail for Misc. Tied Concrete Block Wall.
 - a. Details vary based on manufacturer and as outlined in JSP Section NN “Tied Concrete Block Mat”, paragraph 3.9. Refer to Sheet 20 of 21 of the Typical Sheets for location.
9. Will CAD files be available to assist in bidding.
 - a. CAD electronic design files will be provided strictly for information purposes only. The signed and sealed Plans and Project Manual control the project. In order to obtain CAD

files, Contractors must sign and submit an Electronic Media Release Form, which is attached to the addendum to Scott Port at sport@mcclurevision.com for request.

10. Can you provide dimensions of the limestone bench and the size boulder that you want?
 - a. Refer to JSP Section RRR "Limestone Benches", paragraph 2.1.5 for size of limestone benches. Refer to JSP Section OOO "Boulder", paragraph 2.1.5 for size of boulders.

Drawings:

1. Replace Plan Sheet: (Sheet 6 of 20 – Typical Section)
 - a. Revise retaining wall elevations to match elevations in the retaining wall design sheets
2. Replace Plan Sheet: (Sheet 1 of 8 – Quantities)
 - a. Add Traffic Signal Equipment to “Removal of Improvements” table
3. Replace Plan Sheet: (Sheet 19 of 19 – Plan and Profile)
 - a. Add existing signal cabinet and foundation to be removed

Clarifications:

1. Earthwork: Earthwork table on Sheet 2 of 8 of the Quantities Sheets breaks down the estimated amount of Class A Excavation, Compacting Embankment, and Embankment in Place for each roadway section. Earthwork was determined for each roadway route to assist the Contractor with determining the amount of on-site soil available for each roadway route section and may be used to assist the Contractor in determining the amount of soil necessary for each Stage of construction work. Excess soil from a route and/or the “Detention Basin” may be used for fill on other routes on the project as long as soils meet all MoDOT specifications for their intended use. Contractor to review the Geotechnical Report for additional soils information. The project assumes a 5% shrinkage factor per the Geotechnical Report.

ACKNOWLEDGEMENT: Each Bidder shall acknowledge receipt of Addendum No. 1 by their signature affixed hereto and shall file Addendum No. 1 with their bid.

Signature of Bidder

Company Name

By: _____

Title: _____

Date: _____

**CITY OF RIVERSIDE, MISSOURI
ADVERTISEMENT FOR BIDS
Road Construction**

Separate sealed bids for the **RIVERWAY BOULEVARD IMPROVEMENTS [STBG 3400(446)]** will be received by the City Clerk at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri until **10:00 A.M., on October 15, 2026**, and then publicly opened and read aloud at Riverside City Hall. All bids shall be submitted in hard copy form. See final checklist for items to be included on envelope.

Reconstruction of Riverway Boulevard from NW Tullison Road to NW Platte Drive with an adjacent 10' wide concrete trail and 5' wide concrete sidewalk, a roundabout at the intersection of Riverway Boulevard and NW Tullison Road, reconstruction of approximately 700' of NW Tullison Road with a 10' concrete trail, extension of approximately 1,100' of Riverside Drive with a 5' wide concrete sidewalk, construction of a cul-de-sac at NW Business Park Lane, obliteration and construction of realigned Missouri Route 9 on-ramp, reconstruction of Missouri Route 9 off-ramp, two retaining walls under Missouri Route 9 bridges, parking lot improvements, detention basin and associated project grading, driveway entrances, landscaping, storm sewer improvements, and other associated features. The Add Alternate includes reconstruction of Riverway Boulevard and NW Platte Drive intersection with a roundabout as well as reconstruction of approximately 800' of NW Platte Drive with two 10' wide concrete trails, parking lot improvements, and associated project grading, driveway entrances, landscaping, storm sewer improvements, and other associated features.

Plans and specifications may be examined at the office of the City Engineer at the above city hall address. Copies may be purchased at the office of Drexel Technologies, Inc. Planroom, located at 10840 W. 86th Street, Lenexa, KS 66214, (913) 371-4430. Such documents will be at the contractor's expense. Such fee shall be non-refundable. Contract documents can also be viewed or downloaded at (<https://planroom.drexeltech.com>). The Information for bidders and advertisement can be viewed on the City of Riverside's website <http://www.riversidemo.gov/bids>.

A pre-bid meeting will be held on September 16, 2026 at 10:30 A.M. at Riverside City Hall. All bidders are encouraged to attend the pre-bid meeting.

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

The City of Riverside 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, disability, or national origin, age, or ancestry in consideration for an award.

All bidders must be on MoDOT's Qualified Contractor List or Prime Vendor List. The contractor questionnaire must be on file 7 days prior to bid opening.

Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.

A certified or cashier's check or a bid bond in the amount of 5% shall be submitted with each proposal.

The DBE Goal for this project is 0.0%, 1 Trainee.

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

Federal Job # STBG 3400(446)

NOTICE TO CONTRACTORS

Sealed bids, addressed to City Clerk at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri for the proposed work will be received by the City of Riverside until 10:00 A.M., on October 15, 2026, at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri, and at that time will be publicly opened. Bids should be delivered to: City Clerk at Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri.

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

Reconstruction of Riverway Boulevard from NW Tullison Road to NW Platte Drive with an adjacent 10' wide concrete trail and 5' wide concrete sidewalk, a roundabout at the intersection of Riverway Boulevard and NW Tullison Road, reconstruction of approximately 700' of NW Tullison Road with a 10' concrete trail, extension of approximately 1,100' of Riverside Drive with a 5' wide concrete sidewalk, construction of a cul-de-sac at NW Business Park Lane, obliteration and construction of realigned Missouri Route 9 on-ramp, re-construction of Missouri Route 9 off-ramp, two retaining walls under Missouri Route 9 bridges, parking lot improvements, detention basin and associated project grading, driveway entrances, landscaping, storm sewer improvements, and other associated features. The Add Alternate includes reconstruction of Riverway Boulevard and NW Platte Drive intersection with a roundabout as well as reconstruction of approximately 800' of NW Platte Drive with two 10' wide concrete trails, parking lot improvements, and associated project grading, driveway entrances, landscaping, storm sewer improvements, and other associated features.

(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 Missouri Highways and Transportation Commission's "2026 Missouri Standard Specifications for Highway Construction" effective version April 2026, and "2026 Missouri Standard Plans for Highway Construction" effective version April 2026, 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 "2026 Missouri Standard Specifications for Highway Construction" effective version April 2026, unless otherwise noted. Additionally, the Kansas City Metropolitan Chapter of the American Public Works Association Specifications, Effective Versions: "Paving: February 2017" and "Storm Sewers: March 2020" are in affect for construction items as noted herein.

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 is April 2026.

General Provisions & Supplemental Specifications to 2026 Missouri Standard Specifications For Highway Construction
Supplemental Revisions to Missouri Standard Plans For Highway Construction

These supplemental bidding documents contain all current revisions to the bound printed versions and have important legal consequences. It shall be conclusively presumed that they are in the bidder's possession, and they have been reviewed and used by the bidder in the preparation of any bid submitted on this project. Other applicable specifications and standard drawings including Kansas City Metropolitan Chapter of the American Public Works Association Specifications, Effective Versions: "Paving: February 2017" and "Storm Sewers: March 2020" for specific items listed within the Job Special Provisions and the project plans.

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

The contracting authority for this contract is the City of Riverside.

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

Substantial Completion (all utility, grading, pavement construction including new streets, roadways, driveways, sidewalks, and trails, retaining walls, signing, pavement markings, flashing beacons (if necessary), guardrail, and conduit complete with roadways, driveways, trails, and sidewalks open to vehicular and pedestrian traffic):

Base Bid Only: Calendar Date: June 2, 2028

Base Bid and Add Alternate: Calendar Date: September 1, 2028

Federal Job # STBG 3400(446)

contract.

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

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

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

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

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

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

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

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

(13) ADDENDA AND INTERPRETATIONS: No interpretation of the meaning to the specifications, or other pre-bid documents will be made to any bidder orally. Every request for such interpretation should be addressed to:

Design Engineer: McClure, Matt Eblen; meblen@mcclurevision.com or Scott Port: sport@mcclurevision.com

with a copy to:

Resident Project Representative, City of Riverside: Noel Bennion: nbennion@riversidemo.gov

and to be given consideration must be received by **5pm on October 9, 2026**.

Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the Bid Documents which, if issued, will be provided at the Drexel Technologies, Inc. Planroom (<https://planroom.drexelttech.com>), not later than three (3) calendar days prior to the date fixed for the opening of bids. Failure of any bidder to receive any such addendum or interpretation shall not relieve such bidder from any obligation under his bid as submitted. All addenda so issued

Federal Job # STBG 3400(446)

BID FOR UNIT PRICE

To: City of Riverside, Missouri
Project: RIVERWAY BOULEVARD IMPROVEMENTS
Date: _____

Proposal of _____ (hereinafter called "Bidder") a corporation/partnership/individual/or other entity organized and existing under the laws of the State of _____, a corporation/partnership/ or individual doing business as _____.

To the City of Riverside, Missouri (hereinafter called "City")

To Whom It May Concern:

The Bidder, in compliance with your invitation for bids for the construction of the above referenced project having examined the specifications with related documents and the site of the proposed work, and being familiar with all of the conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the contract documents, within the time set forth therein, and at the prices stated below. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in written "Notice to Proceed" of the City and to substantially complete by June 2, 2028 if only the Base Bid is selected and September 1, 2028 if the Base Bid and Add Alternate is selected. Substantial completion for the overall project shall be defined as utility, grading, pavement construction including new streets, roadways, driveways, sidewalks, and trails, retaining walls, signing, and pavement markings, flashing beacons (if necessary), guardrail, and conduit completed and all roadways fully open to traffic. Bidder further agrees to pay as liquidated damages, the sum of \$4,025.00 per Calendar Day for each consecutive calendar day thereafter that the project is not substantially complete, as provided in the Contract Documents. Bidder agrees that the sum of \$4,025.00 per Calendar Day is a fair and reasonable approximation of the actual damages incurred by the City for the Bidder's failure to substantially complete the project within the time outlined above and that such liquidated damages in this section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for such delays.

Bidder hereby agrees to substantially complete Site A and be open to traffic within 60 calendar days of closure of Site A within Stage 2, as shown in the plans. Substantial completion of Site A shall be defined as all utility, grading, and pavement construction completed, new pavement markings and signs installed with new streets, driveways fully open to traffic within Site A as shown in the plans. Bidder further agrees to pay as liquidated damages, the sum of \$500.00 for each consecutive calendar day thereafter that the project Site A is not complete, as provided in the Contract Documents. Bidder agrees that the sum of \$500.00 per Calendar Day is a fair and reasonable approximation of the actual damages incurred by the City for the Bidder's failure to complete the project within the time outlined above and that such liquidated damages in this section are not penal in nature but rather the parties' attempt to fairly quantify the actual damages incurred by the City for such delays.

- 1.6.3 Upon completion of the new driveway construction, contractor may close existing driveway.
- 1.6.4 Contractor shall coordinate with property owner and City of Riverside on final location of relocated business sign.

1.7 Parcel 12, 157 Riverside LLC

- 1.7.1 Contractor shall ensure access to property at all times.
- 1.7.2 Contractor shall not disturb parking lot and shall not park vehicles, equipment, or materials on parking lot.

1.8 Parcel 13, Mary Carol King Tsevis and Nick Tsevis

- 1.8.1 The contractor shall ensure access to the property at all times and shall not close or impact the driveways and parking lot between April 1 – June 30. With approval from the City, the contractor has the option of installing the driveway and trail in Stage 3 to avoid impacts to Larry's nursery from April 1- June 30, as long as access to businesses along NW Business Park Lane is accessible either via NW Platte Drive or NW Riverside Drive.

1.9 Parcel 27, Riverside Distribution Center Investment LLC

- 1.9.1 Contractor shall ensure access to property at all times by utilizing Parcel 29's entrance during the reconstruction of Parcel 27 driveway.
- 1.9.2 The driveway is located in Site 'A' of Stage 2 and shall be completed within 60 calendar days upon closure of Site A. The contractor shall have approval from the City of Riverside on dates to begin Site 'A' closure and shall coordinate with property owners.

1.10 Parcel 28, Riverside Distribution Center Investment LLC

- 1.10.1 Contractor shall ensure access to property at all times.
- 1.10.2 The driveway is located in Site 'A' of Stage 2 and shall be completed within 60 calendar days upon closure of Site A. The contractor shall have approval from the City of Riverside on dates to begin Site 'A' closure and shall coordinate with property owners.

1.11 USACE/RQBLD Infrastructure

- 1.11.1 USACE and the RQBLD (Levee District) shall have access to relief wells, gatewells, closure structure, stop log building, levee, levee access road, and other levee related infrastructure at all times.

2.0 Basis of Payment: No direct payment will be made to the contractor for labor, equipment, material, or time required to comply with this provision.

X. DAMAGE TO EXISTING PAVEMENT, SIDE ROADS, AND ENTRANCES

1.0 Damage Description: This work shall consist of repairing any damage to existing pavement, curb ramps, side roads, and entrances caused by contractor operations. This shall include but is not

determined by City. The Contractor is responsible for verifying the unit quantities before excavation and/or installation at the Project site. Contractor shall identify and notify the City of any variance in unit quantities in excess of ten percent (10%) of the amount set forth in Contractor's Bid for Unit Price Contracts IN ADVANCE of performing the Work. Any increase in quantities of materials or Work performed as a result of over-excavation by Contractor will not be compensated.

C. Payment of the Contract Amount shall be full compensation for all labor, services, materials, supplies, tools, equipment, supervision, management, and anything else necessary to complete the respective items in place, in full compliance with all requirements set forth in the Contract Documents. All costs, permit fees, profit, overhead, expenses, taxes, and compensation of every kind related to the Work are included in the Contract Amount. No labor, services, materials, supplies, tools, equipment, supervision, management, or anything else required by the Contract Documents for the proper and successful completion of the Work shall be paid for outside of or in addition to the Contract Amount. The Work set forth in the Contract Amount shall be itemized in Contractor's Bid for Unit Price Contracts. All Work not specifically set forth in Contractor's Bid for Unit Price Contracts as a separate pay item is a subsidiary obligation of Contractor, and all costs, permit fees, profit, overhead, expenses, taxes and compensation of every kind in connection therewith are included in the Contract Amount set forth in Contractor's Bid for Unit Price Contracts.

D. THIS AGREEMENT IS SUBJECT TO THE CITY ORDINANCES, AND PAYMENT SHALL BE LIMITED TO THE AMOUNT OF PARTICULAR APPROPRIATION FOR THE WORK BY THE BOARD OF ALDERMEN. THE TOTAL PAYMENT UNDER THIS AGREEMENT SHALL NOT EXCEED THE APPROPRIATION CONTAINED IN THE APPLICABLE RESOLUTIONS OR ORDINANCES ADOPTED BY THE BOARD OF ALDERMEN AUTHORIZING THE WORK AND CONTRACTOR SHALL NOT SEEK, NOR BE ENTITLED TO, PAYMENT EXCEEDING THIS AMOUNT UNLESS CITY DIRECTS CONTRACTOR TO PERFORM ADDITIONAL WORK IN ACCORDANCE WITH THIS AGREEMENT, AND CITY ENACTS ANOTHER RESOLUTION OR ORDINANCE AUTHORIZING THE AMOUNT CITY AGREES TO PAY UNDER THIS AGREEMENT.

ARTICLE IV PROGRESS OF WORK /SUBMITTALS

A. COMMENCEMENT OF WORK. The date of beginning and the time for completion of the Work are essential conditions of the Contract Documents. Contractor shall commence performance of the Work on the date indicated in a written notice ("Notice to Proceed") that shall be given by City to Contractor.

B. TIME FOR COMPLETION. Contractor shall achieve Substantial Completion, as defined in Article I hereof, no later than June 2, 2028 for Base Bid option and September 1, 2028, for Base Bid and Add Alternate option and 30 Calendar Days after Substantial Completion for Full Completion, as defined in Article I hereof. The Contractor will proceed with the Work at such rate of progress to ensure Substantial Completion and Full Completion within the contract time. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial Completion and Full Completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted, except in case of unusual (unseasonable) weather

conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work.

As indicated in the plans, Site A shall be substantially complete and be open to traffic within 60 Calendar Days of closure of Site A within Stage 2, as shown in the plans. Substantial completion of Site A shall be defined as all utility, grading, and pavement construction completed, new pavement markings and signs installed with new streets, driveways fully open to traffic within Site A as shown in the plans. It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial Completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work.

As indicated in the plans, Site B shall be substantially complete and have all lanes of Missouri Route 9 open to traffic within Site B within 60 Calendar Days of closure of Site B within Stage 2, as shown in the plans. Substantial completion of Site B shall be defined as all utility, grading, and pavement construction completed, new pavement markings, signs, and guardrail installed with all Missouri Route 9 lanes fully open to traffic (including removal of traffic control on Missouri Route 9). It is expressly understood and agreed, by and between the Contractor and the City, that the contract time to achieve Substantial Completion of the Work described herein is a reasonable time, taking into consideration the average climatic and economic conditions and other factors prevailing in the locality of the Work. No extensions will be granted, except in case of unusual (unseasonable) weather conditions or additional work requested by the City under Change Order. Following Substantial Completion, Contractor shall proceed to complete all uncompleted Work items as promptly as permitted by weather conditions or any other conditions affecting completion of the Work.

C. LIQUIDATED DAMAGES. If Contractor fails to achieve Substantial Completion of all the Work as set forth in the Contract Documents, Contractor shall pay City \$4,025.00 per Calendar Day, as liquidated damages and not as a penalty, for each calendar day after such date, until Substantial Completion of all the Work is achieved. Substantial completion for the overall project shall be defined as utility, grading, pavement construction including new streets, roadways, driveways, sidewalks, and trails, retaining walls, signing, and pavement markings, flashing beacons (if necessary), guardrail, and conduit completed and all roadways fully open to traffic.

The Contractor shall fully complete the overall project within 30 Calendar Days after the project has been substantially completed. Full completion for the overall project shall be defined as all surface stabilization, landscaping, and restoration complete, and all improvements ready for final acceptance. Should the Contractor fail to fully complete the work within this timeframe, liquidated damages of \$4,025.00 per Calendar Day will be assessed for work not fully completed within the designed Contract term(s). With the approval of the City of Riverside, Calendar Days for full completion may be suspended in the event that landscape plantings occur outside of the planting dates as specified in the plans.

EXHIBIT D
Time for Completion

RIVERWAY BOULEVARD IMPROVEMENTS (Project No. STBG 3400(446))

Time for Completion: **Substantial Completion** (all utility, grading, pavement construction including new streets, roadways, driveways, sidewalks, and trails, retaining walls, signing, pavement markings, flashing beacons (if necessary), guardrail, and conduit complete with roadways, driveways, trails, and sidewalks open to vehicular and pedestrian traffic):

Base Bid Only: Calendar Date: June 2, 2028

Base Bid and Add Alternate: Calendar Date: September 1, 2028

Full Completion (all surface stabilization, landscaping, and restoration complete, and all improvements ready for final acceptance):

Base Bid Only: 30 Calendar Days after Substantial Completion

Base Bid and Add Alternate: 30 Calendar Days after Substantial Completion

CONTRACT PROVISIONS FOR FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Davis-Bacon and Related Act Provisions
- IV. Contract Work Hours and Safety Standards Act Provisions
- V. Subletting or Assigning the Contract
- VI. Safety: Accident Prevention
- VII. False Statements Concerning Highway Projects
- VIII. Implementation of Clean Air Act and Federal Water Pollution Control Act
- IX. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
- X. Certification Regarding Use of Contract Funds for Lobbying
- XI. Use of United States-Flag Vessels

ATTACHMENTS

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

I. GENERAL

1. Historically, contracting agencies using Federal-aid highway funds were required to ensure Form FHWA-1273 was physically incorporated into all contracts and subcontracts. Effective June 10, 2026, this requirement was eliminated [91 FR 25492]. Future use of Form FHWA-1273 is now optional on the part of the contracting agency using Federal-aid highway funds. FHWA continues to make Form FHWA-1273 available as a convenience to contracting agencies. Contracting agencies must continue to ensure compliance with the provisions cited in Form FHWA-1273 in accordance with the provisions regardless of the use of Form FHWA-1273. Accordingly, the contracting agency retains the authority to determine whether the contractor must use Form FHWA-1273 to physically incorporate required contract provisions in each subcontract and in lower tier contracts. Where permitted by the contracting agency, the contractor may choose other ways to include required contract provisions in each subcontract, besides incorporating Form FHWA-1273. Contract provisions in Form FHWA-1273 are not required to be physically included in subcontracts for design services on Federal-aid design-build contracts, or in purchase orders, rental agreements and other agreements for supplies or services.

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

Contracting agencies may reference Form FHWA-1273 in solicitation-for-bids or request-for-proposals documents.

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

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

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

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION

The contractor and all subcontractors must comply with the following policies: 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27, including any amendments thereto.

The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR Part 35 and 29 CFR Part 1630 are incorporated by reference in this contract.

1. Assurances Required:

a. The requirements of 49 CFR Part 26, including any amendments thereto, and the State DOT's FHWA-approved Disadvantaged Business Enterprise (DBE) program are incorporated by reference.

b. The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- (1) Withholding monthly progress payments;
- (2) Assessing sanctions;
- (3) Liquidated damages; and/or
- (4) Disqualifying the contractor from future bidding as non-responsible.

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at Appendixes A and E, including any amendments thereto, are incorporated by reference. 49 CFR Part 21.

III. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages (29 CFR 5.5)

a. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act ([29 CFR part 3](#))), the full amount of basic hourly wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in

paragraph 4. of this section. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *Provided*, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

- (i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
- (ii) The classification is used in the area by the construction industry; and
- (iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

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

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

- (i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and
- (ii) The classification is used in the area by the construction industry; and
- (iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the

classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

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

e. Unfunded plans. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *Provided*, That the Secretary of Labor has found, upon the written request of the contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

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

2. Withholding (29 CFR 5.5)

a. Withholding requirements. The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered

necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

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

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

3. Records and certified payrolls (29 CFR 5.5)

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

(2) Information required. Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number

of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

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

b. *Certified payroll requirements* (1) *Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

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

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

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

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

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

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

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

(6) *Falsification.* The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under [18 U.S.C. 1001](#) and [31 U.S.C. 3729](#).

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

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

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

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

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

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

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

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

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

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

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with [29 CFR part 30](#), including any amendments thereto.

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

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section III. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeyworkers shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract as provided in 29 CFR 5.5.

6. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs (1) through (11) of this section, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the

contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract as provided in 29 CFR 5.5.

9. Disputes concerning labor standards. As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility. a. By entering into this contract, the contractor certifies that neither it nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

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

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

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

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

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

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

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

IV. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Pursuant to 29 CFR 5.5(b), the following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the

Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchpersons and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek. 29 CFR 5.5.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1. of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph 1. of this section, in the sum currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1. of this section.

* \$33 as of January 15, 2025 (See 90 FR 1859) as may be adjusted annually by the Department of Labor, pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990.

3. Withholding for unpaid wages and liquidated damages

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

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

(1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(2) A contracting agency for its procurement costs;

(3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(4) A contractor's assignee(s);

(5) A contractor's successor(s); or

(6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. Subcontracts. The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

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

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

V. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System pursuant to 23 CFR 635.116.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of

the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" in paragraph 1. of this section refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions: (based on longstanding interpretation)

(1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;

(2) the prime contractor remains responsible for the quality of the work of the leased employees;

(3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and

(4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph 1. of this section is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. Pursuant to 23 CFR 635.116(c), the contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on longstanding interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however,

contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

VI. SAFETY: ACCIDENT PREVENTION

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

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR Part 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract. 23 CFR 635.108.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR Part 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704). 29 CFR 1926.10.

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

VII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR Part 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the

character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 11, 1916, (39 Stat. 355), as amended and supplemented;

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

VIII. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT (42 U.S.C. 7606; 2 CFR 200.88; EO 11738)

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.327.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.327.

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

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this

covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default. 2 CFR 180.325.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 2 CFR 180.345 and 180.350.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900-180.1020, and 1200. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 180.300.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the

eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.335;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property, 2 CFR 180.800;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification, 2 CFR 180.700 and 180.800; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default. 2 CFR 180.335(d).

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(6) Are not a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability (USDOT Order 4200.6 implementing appropriations act requirements).

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant should attach an explanation to this proposal. 2 CFR 180.335 and 180.340.

* * * * *

3. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders, and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200). 2 CFR 180.220 and 1200.220.

a. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances. 2 CFR 180.365.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contractor). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers to any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 2 CFR 1200.220 and 1200.332.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold. 2 CFR 180.220 and 1200.220.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered

transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>), which is compiled by the General Services Administration. 2 CFR 180.300, 180.320, 180.330, and 180.335.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. 2 CFR 180.325.

* * * * *

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

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

(1) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency, 2 CFR 180.355;

(2) is a corporation that has been convicted of a felony violation under any Federal law within the two-year period preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

(3) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

* * * * *

X. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XI. USE OF UNITED STATES-FLAG VESSELS:

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, or any other covered transaction. 46 CFR Part 381.

This requirement applies to material or equipment that is acquired for a specific Federal-aid highway project. 46 CFR 381.7. It is not applicable to goods or materials that come into inventories independent of an FHWA funded-contract.

When oceanic shipments (or shipments across the Great Lakes) are necessary for materials or equipment acquired for a specific Federal-aid construction project, the bidder, proposer, contractor, subcontractor, or vendor agrees:

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the

extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.

2. To furnish within 20 days following the date of loading for shipments originating within the United States or within 30 working days following the date of loading for shipments originating outside the United States, a legible copy of a rated, 'on-board' commercial ocean bill-of-lading in English for each shipment of cargo described in paragraph (b)(1) of this section to both the Contracting Officer (through the prime contractor in the case of subcontractor bills-of-lading) and to the Office of Cargo and Commercial Sealift (MAR-620), Maritime Administration, Washington, DC 20590. (MARAD requires copies of the ocean carrier's (master) bills of lading, certified onboard, dated, with rates and charges. These bills of lading may contain business sensitive information and therefore may be submitted directly to MARAD by the Ocean Transportation Intermediary on behalf of the contractor). 46 CFR 381.7.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS
PREFERENCE FOR APPALACHIAN DEVELOPMENT
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS
ROAD CONTRACTS** (40 U.S.C. sections 14501(d) and 14701
and the Appalachian Regional Commission Code as
authorized under 40 U.S.C. section 14302)

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

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.

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

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

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

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

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

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

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

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

PRE-BID MEETING SUMMARY

Meeting Date: September 16, 2026

Meeting Time: 10:30 AM

Location: City of Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri

1. Introductions and Sign-In Sheet

- a. Introduction of City of Riverside staff
- b. Introduction of design consultant and other agency representatives
- c. Sign-in sheet

2. Bid Structure Contract Compliance – Noel Bennion reviewed the following:

- a. Bid Opening: October 15, 2026, 10:00 AM – City Clerk at City of Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri. [Page 3 Revised per Addendum No. 1](#)
- b. DBE Goal of 0.0%. Goal of 1 Trainee or 1,000 hours. Trainee information is under paragraph 16 of the notice to contractors. [Page 3](#)
- c. If a contractor is not already on the MoDOT Qualified Contractor List, the contractor questionnaire must be on file no later than 7 days prior to the bid opening. [Page 5, paragraph 1](#)
- d. Subcontractors must also be pre-qualified prior to submitting Exhibit W (within 3 days of the bid opening). [Page 5, paragraph 1](#)
- e. Bidder checklist starting includes everything required for a complete bid submittal. [Page 5, paragraph 2](#)
- f. Required affidavits and E-Verify documentation. See bidder checklist with references to exhibits. [Page 5, paragraph 2](#)
- g. Time of substantial completion [Page 8, paragraph 3](#)
 - i. Base Bid Only: [Revised per Addendum No. 1 to 6/2/28](#)
 - ii. Base Bid + Alt: [Revised per Addendum No. 1 to 9/1/28](#)
 - iii. Liquidated damages on the overall project: \$4,025.00 / Calendar Day.
 - iv. Site A: 60 Calendar Days with liquidated damages of \$500 / Calendar Day
 - v. Site B: 60 Calendar Days with liquidated damages of \$500 / Calendar Day [Page 9, paragraph 4](#)
- h. Updated wage orders, if any, will be posted via addenda no later than 10 days before the bid due date [Page 9, paragraph 9](#)
- i. OSHA 10-Hour training requirements for all on-site employees. [Page 10, paragraph 11](#)
- j. Project requires Build America, Buy America. [Page 10, paragraph 12](#)
- k. The last day to request clarification is 10/9/26 by 5pm. [Revised per Addendum No. 1](#) Questions should be sent to Matt Eblen (meblen@mclurevision.com) and Scott Port (sport@mclurevision.com) with copy to Noel Bennion (nbennion@riversidemo.gov). [Page 10, paragraph 13](#)
- l. Prime contractor must perform, with its own staff, contract work amounting to not less than 30% of the total original contract price. No 2nd tier subcontracting is allowed. Prime contractor and subcontractors only. [Page 12, paragraph 19](#)
- m. Project is tax-exempt; the City will issue a tax-exempt certificate to the awarded contractor prior to construction. [Page 13, paragraph 23](#)
- n. Materials and site inspections to be conducted by City staff, or a 3rd-party technician hired by the City are outlined in Division 100, Section 105. [Page 57](#)

- o. Two complete, full-size hard copy sets of final as-built plans are required for final payment. Submit to USACE and copy City of Riverside. [page 80 & 511](#)
- p. It is estimated for the Base Bid only, a borrow site will likely be needed for this project and must have environmental clearance prior to the fill from the site being brought to the project. If the Add Alternate is selected, it is estimated to have an excess of earthwork / waste. [starts on page 83](#)
- q. The contractor will be responsible for constructing to comply with the ADA Checklist. [starts on page 175](#)
- r. Exhibit V – A SWPPP is required. The land disturbance permit will be applied for and provided by the City. [starts on page 331](#)
- s. Exhibit W – a fillable form and excel files are available upon request. Those that attended the pre-bid meeting will have these files emailed to them. [starts on page 385](#)
- t. Anticipated Pre-Construction Meeting: On or around November 19, 2026 **Revised per Addendum No. 1**
- u. Anticipated Notice to Proceed: On or around December 7, 2026 **Revised per Addendum No. 1**

3. Noel Bennion reviewed overall project scope

- a. Base Bid: Reconstruction of Riverway Boulevard from NW Tullison Road to NW Platte Drive with an adjacent 10' wide concrete trail and 5' wide concrete sidewalk, a roundabout at the intersection of Riverway Boulevard and NW Tullison Road, reconstruction of approximately 700' of NW Tullison Road with a 10' concrete trail, extension of approximately 1,100' of Riverside Drive with a 5' wide concrete sidewalk, construction of a cul-de-sac at NW Business Park Lane, obliteration and construction of realigned Missouri Route 9 on-ramp, reconstruction of Missouri Route 9 off-ramp, two retaining walls under Missouri Route 9 bridges, parking lot improvements, detention basin and associated project grading, driveway entrances, landscaping, storm sewer improvements, and other associated features.
- b. Add Alternate: The Add Alternate includes reconstruction of Riverway Boulevard and NW Platte Drive intersection with a roundabout as well as reconstruction of approximately 800' of NW Platte Drive with two 10' wide concrete trails, parking lot improvements, and associated project grading, driveway entrances, landscaping, storm sewer improvements, and other associated features.
- c. Project Phasing Requirements (JSP Section AA)
 - i. No construction activities that will require the closure of Riverway Boulevard shall occur between the Notice to Proceed and April 1, 2027.
 - ii. Stage 1: The Contractor shall remove pavement and grade island at Parcel 8 to allow for Evergy to construct their transformer in order to begin transferring services from the existing transformer to this new transformer.
 - iii. Stage 2: Site A shall be constructed within 60 calendar days at any time during Stage 2. This is to reduce the amount of conflict and congestion with Parcel 28 traffic.
 - iv. Stage 2: Site B shall be constructed within 60 calendar days at any time during Stage 2. This is to reduce the amount of traffic control and single lane closure along Missouri Route 9.
 - v. Stage 2: Upon closure of Riverway Boulevard, the contractor shall coordinate with Evergy for de-energizing the traffic signals (if Add Alternate be selected) and any associated streetlights.

- vi. Stage 5 (Add Alternate 'A'): The Interurban Trail shall be closed for a maximum of 14 calendar days to remove and reinstall the associated pipe, intake, and trail.
- d. Utility Relocation Status (See JSP Section D)
 - i. All utilities previously relocated unless noted
 - ii. Evergy:
 - 1. Contractor shall coordinate with Evergy for relocation of transformer prior to installation of Riverside Street, including grading and removal of existing pavement to allow for relocation (Stage 1)
 - 2. Contractor shall coordinate with Evergy prior to installation of trail and sidewalk to allow Evergy to install conduit under trail and sidewalk. Coordination on streetlight poles.
 - 3. Contractor shall coordinate with Evergy to de-energize signals if Add Alternate is selected
 - iii. Lumen:
 - 1. Approximately 200-ft of fiber will need to be relocated during contractor construction located on the north leg of the Riverway Blvd/Tullison Road roundabout. About one (1) week of work for Lumen's contractor.
- e. Right-of-Way
 - i. All easements and right-of-way have been acquired.
 - ii. Property Owner Commitments (JSP Section W)
 - 1. Parcel 2
 - 2. Parcel 3
 - 3. Parcel 4
 - 4. Parcel 5
 - 5. Parcel 8
 - 6. Parcel 9
 - 7. Parcel 12
 - 8. Parcel 13
 - 9. Parcel 27
 - 10. Parcel 28
 - iii. Property Owner Notifications
 - 1. 28 Calendar Days for City of Kansas City (Parcel 3)
 - 2. 14 Calendar Days for USACE, RQBLD, and MoDOT (including traffic control)
 - 3. Seven (7) Calendar Days for all other adjacent properties
- f. USACE and Other Projects
 - i. USACE (JSP Section T):
 - 1. USACE and RQBLD (Levee District) shall have access to relief wells, gatewells, closure structure, stop log building, levee, levee access roads, and other levee related infrastructure at all times.
 - 2. Contact USACE and RQBLD 14 days prior to any construction in levee critical area.
 - 3. Flood Contingency Plan in the project plans with Contractor to monitor the Missouri River levels when Contractor is working in the levee area.
 - 4. Additional requirements in JSP Section T
 - ii. Other Projects in the Area: MoDOT Bridge Repair – Expected to be completed

4. Questions Asked at Pre-Bid and after:

- a. **Is there any lighting on the business signs that are being relocated at Parcels 8 & 9?**

Answer: No lights or existing electrical connections are visually seen at these locations, however refer to JSP Section XX (Lump Sum Relocate Parcel 8 Sign, Relocate Parcel 9 Sign, and Relocate Parcel 9 Private Lease Sign) for additional information.

- b. **The plan shows 60 days on site A and sidewalk does not need to be complete in that timeframe but the specification shows otherwise. Which one is correct?**

Answer: The sidewalk does not need to be done in the 60 days. This has been corrected in **Addendum No. 1**.

- c. **Regarding overnight excavations, the USACE spec to backfill appears to be every 9 days while the project specifications say 14 days. Also, is the requirement to backfill every night only during potential for flood conditions?**

Answer: Per USACE "Excavation and Backfill" Section 3.7, it states "Complete backfill of the excavated area and bulkheading of any drainage structures or other outfalls, will be required within 24 hours if flood stages are forecast". When flood stages are not forecast, then 14 days to back fill per JSP Section T "UNITED STATES ARMY CORP OF ENGINEERS (USACE) REQUIREMENTS" is an affect.

- d. **Is all Class A excavation allowed to be placed in the embankment?**

Answer: Earthwork table on Sheet 2 of 8 of the Quantities Sheets breaks down the estimated amount of Class A Excavation, Compacting Embankment, and Embankment in Place for each roadway section. Earthwork was determined for each roadway route to assist the Contractor with determining the amount of on-site soil available for each roadway route section and may be used to assist the Contractor in determining the amount of soil necessary for each Stage of construction work. Excess soil from a route and/or the "Detention Basin" may be used for fill on other routes on the project as long as soils meet all MoDOT specifications for their intended use. Contractor to review the Geotechnical Report for additional soils information. The project assumes a 5% shrinkage factor per the Geotechnical Report.

- e. **Are you still requiring signet reporting since there is no DBE?**

Answer: Riverside confirmed with MoDOT that signet reporting is not required. This has been removed and will be updated on the bid form issued with **Addendum No. 2**.

- f. **Contractors noted that there are several bids dues on 9/29 and 9/30 so it would be helpful if the bid date could be extended.**

Answer – Bid Letting has been moved to October 15, 2026. **See Addendum No. 1**.

5. Pre-bid Attendance

- a. Attendance form is attached

ATTENDANCE SHEET – Project: Riverway Boulevard Improvements [STBG 3400(446)] Pre-Bid Meeting

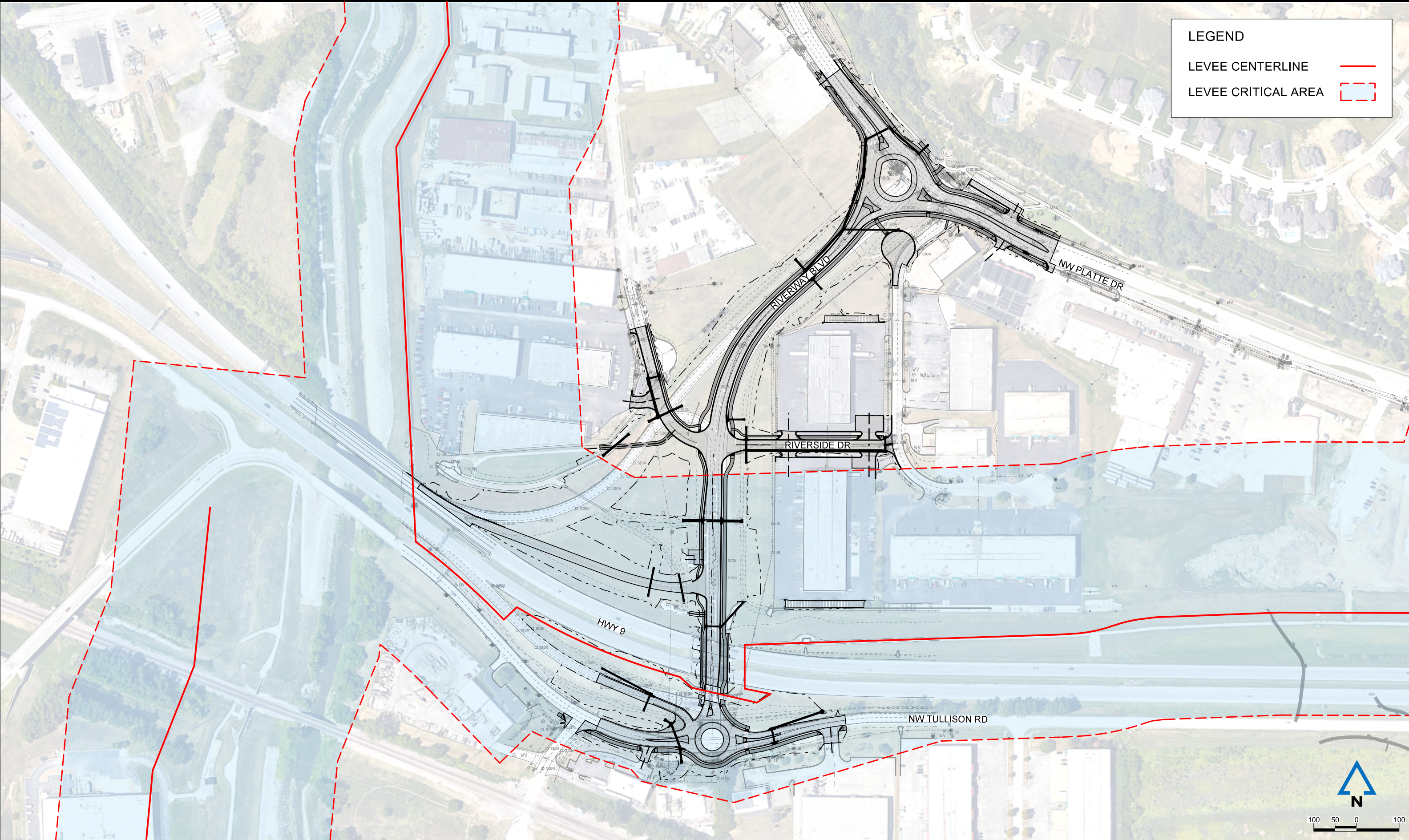
Project Name: Riverway Boulevard Improvements [STBG 3400 (446)]

Meeting Date: 10:30am, Wednesday, September 16, 2026

Meeting Location: Riverside City Hall, 2950 NW Vivion Road, Riverside, Missouri 64150

Meeting Purpose: Pre-bid Meeting

[illegible]



RIVERWAY BLVD IMPROVEMENTS PROJECT - CITY OF RIVERSIDE, MO
LEVEE CRITICAL AREA



MCCLURE ELECTRONIC FILE RELEASE FORM

Project No.	
Project Name:	
Project Manager:	

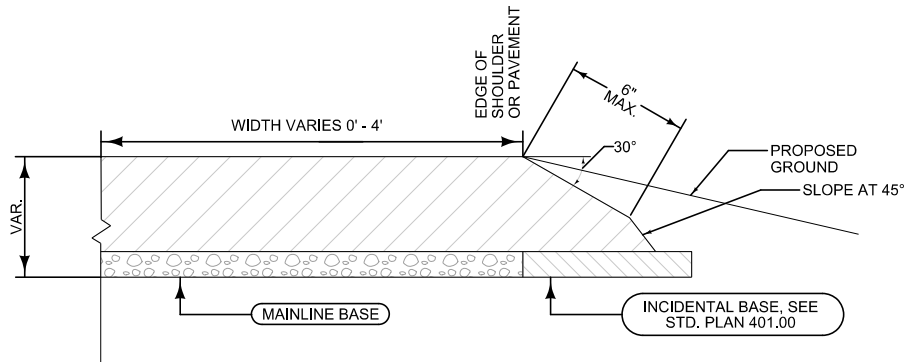
By accepting and utilizing the referenced electronic file, recipient agrees for itself, its successors, assigns, insurers and all those claiming under or through it, that by using any of the information contained in the electronic file, all users agree to be bound by the following terms. The information contained in the electronic file is provided for the convenience of the recipient and is provided in "as is" condition. The recipient is responsible for requesting all updates to electronic files and McClure shall not be held liable for not providing updated electronic files. McClure specifically disclaims all warranties, expressed or implied, including without limitation, and any warranty of merchantability or fitness for a particular purpose with respect to the electronic file. It shall be the recipient's responsibility to confirm the accuracy of the information contained in the electronic file and that it accurately reflects the information needed by the recipient. The recipient shall not retransmit the electronic file, or any portion thereof, without including this disclaimer as part of any such transmission. In addition, the recipient agrees, to the fullest extent permitted by law, to indemnify and hold harmless McClure, its officers, directors, employees and subconsultants against any and all damages, liability, claims or costs, including reasonable attorney's and expert witness fees and defense costs, arising from the use of the electronic file.

Sent By:

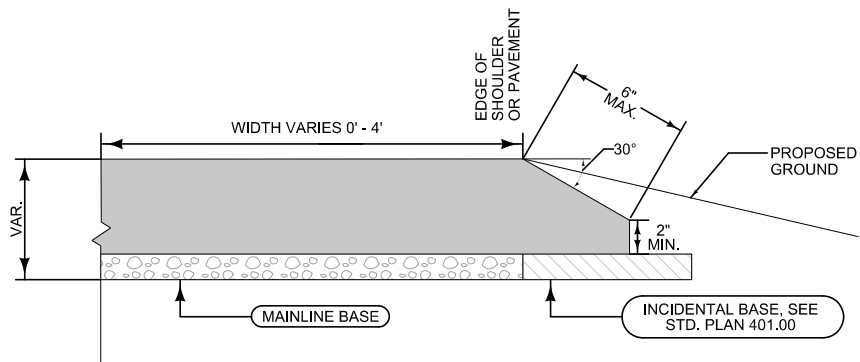
By: _____
Name and Title Date

Received By:

By: _____
Name and Title Date

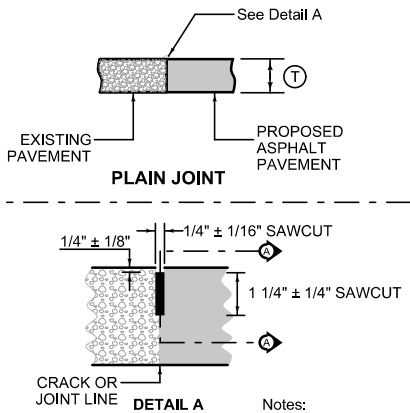
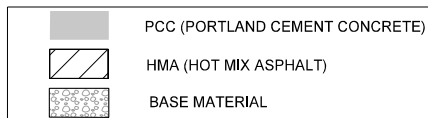


HMA PAVEMENT



PCC PAVEMENT

LIMITS OF MAINLINE
BASE AT SAFETY EDGE

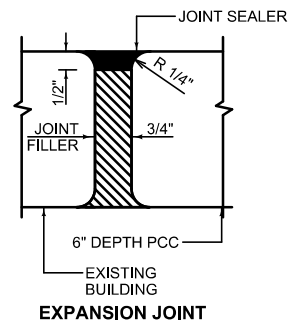


Notes:

1. Expansion joint to be used between PCC Pavement (Sidewalk or Roadway) and existing stop log sill.
2. Plain Joint to be used between Asphalt Pavement Roadway and existing stop log sill.

JOINT DETAIL BETWEEN STOP LOG SILL AND
ROADWAY PAVEMENT OR SIDEWALK PAVEMENT

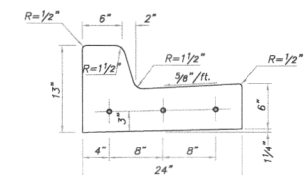
JOINT DETAIL
BETWEEN STOP LOG
BUILDING AND
DRIVEWAY PAVEMENT



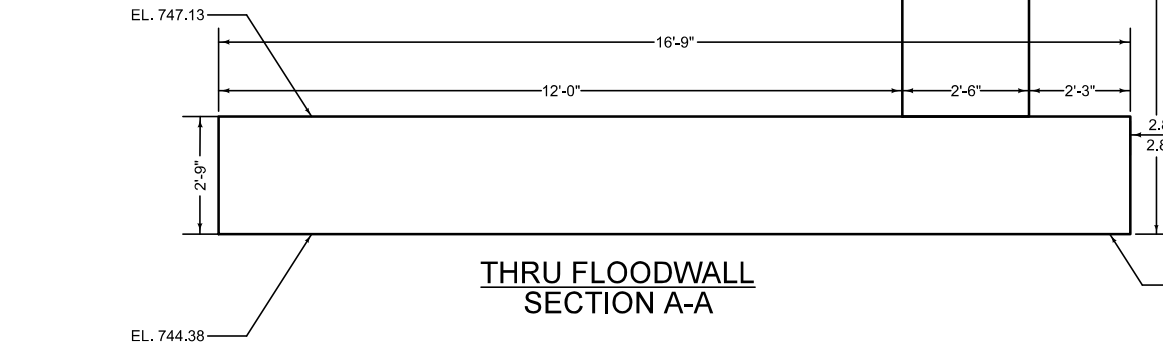
EXPANSION JOINT

GENERAL NOTES:

1. $\frac{3}{4}$ " Isolation Joints with $\frac{5}{8}$ " dia. x 2' smooth dowels shall be placed at radius points and at 150' intervals. These dowel bars shall be greased and wrapped on one end with expansion tubes.
2. 1" deep Contraction Joints shall be installed at approximately 10' intervals. These joints shall pass across the entire curb section.
3. Fix dowel bars with bar supports.
4. Depth of curb shall be a minimum of 8" through the handicap access ramp.
5. Concrete shall conform to Standard Specifications Section 220B.2.B.
6. Asphaltic concrete surface course shall conform to Standard Specifications Section 220S.2.

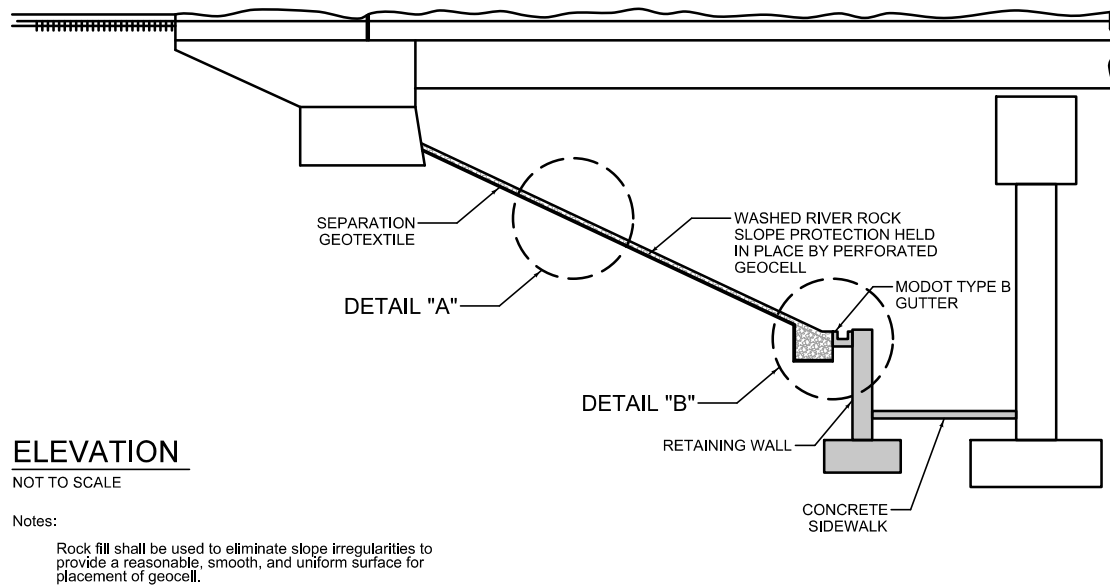


STRAIGHT BACK CURB & GUTTER
(TYPE CG-1)



THRU FLOODWALL
SECTION A-A

RETAINING WALL ADJACENT TO FLOODWALL DETAIL

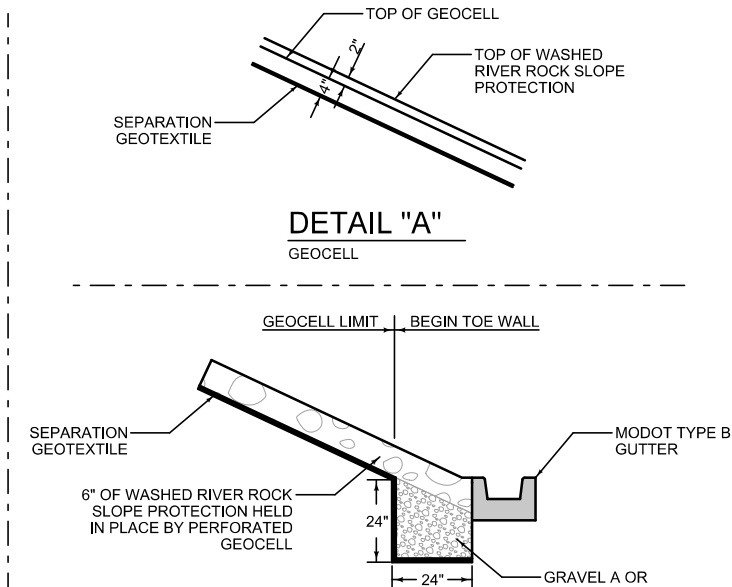


ELEVATION

NOT TO SCALE

Notes:

Rock fill shall be used to eliminate slope irregularities to provide a reasonable, smooth, and uniform surface for placement of geocell.



DETAIL "A"

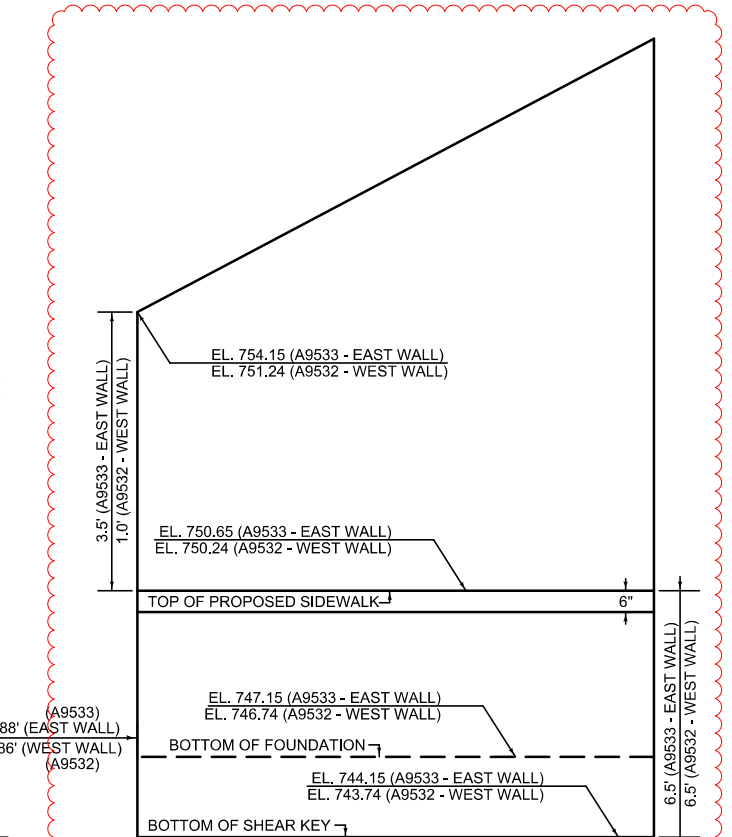
GEOCELL

GEOCELL LIMIT | BEGIN TOE WALL

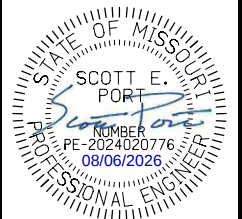
DETAIL "B"

SLOPE PROTECTION FOOTING

WASHED RIVER ROCK SLOPE PROTECTION DETAIL



RETAINING WALLS
PROFILE SECTION



DATE PREPARED
9/23/2026

ROUTE - STATE MO

DISTRICT KC SHEET NO. 2

COUNTY PLATTE

JOB NO.

CONTRACT ID.

PROJECT NO.
STBG 3400(446)

BRIDGE NO.

DESCRIPTION
ADDENDUM NO. 1

DATE
09/24/2026

MISSOURI HIGHWAYS AND
TRANSPORTATION COMMISSION

MODOT

105 WEST CAPITOL
JEFFERSON CITY, MO 65102
1-888-ASK-MODOT (1-888-275-6636)

McCLURE

1700 Swift St. Ste 100
North Kansas City, MO 64116
main 816.756.0444

Ankeny, IA | Carroll, IA
Cedar Rapids, IA | Clive, IA
Coralville, IA | Council Bluffs, IA
Fort Dodge, IA | Sioux City, IA
Columbia, MO | Macon, MO
North Kansas City, MO
Springfield, MO
Lenexa, KS
Portsmouth, NH

NOTICE:
McClure Engineering Co. is not
responsible or liable for any issues,
claims, damages, or losses
(collectively, "Losses") which arise
from failure to follow these Plans,
Specifications, and the engineering
intent they convey, or for Losses
which arise from failure to obtain
and/or follow the engineers' or
surveyors' guidance with respect to
any alleged errors, omissions,
inconsistencies, ambiguities, or
conflicts contained within
the Plans and Specifications.

TYPICAL SECTIONS

SHEET 6 OF 20

REMOVAL OF IMPROVEMENTS							
RTE.	STA	STA	LOCATION	DESCRIPTION	AMOUNT	UNIT	REMARKS
BASE BID							
NW TULLISON RD	1004+09.61		RIGHT	SIGN	1	EA	REMOVE AND RELOCATE
NW TULLISON RD	1004+98.47	1002+61.19	RIGHT	EX C&G	246	LF	
RIVERWAY BLVD	10+76.90	10+76.36		30" CULVERT AND HEADWALLS	89	LF	INCLUDES WMN GWALL
RIVERWAY BLVD	10+81.72		RIGHT	SIGN	1	EA	
RIVERWAY BLVD	10+96.54		RIGHT	SIGN	1	EA	
RIVERWAY BLVD	11+09.08		RIGHT	SIGN	1	EA	
RIVERWAY BLVD	11+02.76		RIGHT	SIGN	1	EA	REMOVE AND RELOCATE
RIVERWAY BLVD	10+34.19		LEFT	SIGN	1	EA	
RIVERWAY BLVD	10+62.25	10+60.77	LEFT	EX TYPE A GUTTER	11	LF	
RIVERWAY BLVD	10+85.60		LEFT	SIGN	1	EA	
RIVERWAY BLVD	11+48.85		LEFT	GUARDRAIL POST	1	EA	
RIVERWAY BLVD	11+51.05		LEFT	SIGN	1	EA	
RIVERWAY BLVD	11+80.85	13+13.39	RIGHT	SLOPE PROTECTION	381	SY	
RIVERWAY BLVD	12+00.83	13+19.43	LEFT	SLOPE PROTECTION	425	SY	
RIVERWAY BLVD	13+85.76	13+89.09	LEFT	EXISTING DRIVEWAY	74	SY	
RIVERWAY BLVD	14+07.75		RIGHT	RIP RAP	474	SY	SCATTERED ROCK IN A DITCH
RIVERWAY BLVD	14+93.13		RIGHT	SIGN	1	EA	REMOVE AND RELOCATE
RIVERWAY BLVD	15+43.20		RIGHT	SIGN	1	EA	REMOVE AND RELOCATE
RIVERWAY BLVD	16+58.84	16+58.84		4' X 5' CULVERT AND HEADWALL	105	LF	INCLUDES WMN GWALL
RIVERWAY BLVD	16+84.08		LEFT	SIGN	1	EA	
RIVERWAY BLVD	18+56.91		RIGHT	SIGN	1	EA	
RIVERWAY BLVD	18+56.20		RIGHT	SIGN	1	EA	
RIVERWAY BLVD	19+10.77	19+89.63	LEFT	18" CULVERT AND HEADWALL	90	LF	INCLUDES WMN GWALL
RIVERWAY BLVD	19+65.73		LEFT	SIGN	1	EA	
RIVERWAY BLVD	20+49.16		LEFT	SIGN	1	EA	REMOVE AND RELOCATE
RIVERWAY BLVD	21+75.05		LEFT	SIGN	1	EA	
RIVERWAY BLVD	21+75.07		LEFT	SIGN	1	EA	
RIVERWAY BLVD	22+10.81		LEFT	SIGN	1	EA	
RIVERWAY BLVD	22+13.31		LEFT	SIGN	1	EA	
RIVERWAY BLVD	19+47.69	22+72.39	RIGHT	EX FENCE	284	LF	
RIVERWAY BLVD	22+84.10		RIGHT	SHRUB	1	EA	
RIVERWAY BLVD	22+86.52		RIGHT	RIP RAP	8	SY	
RIVERWAY BLVD	22+72.39	23+46.93	RIGHT	EX FENCE	74	LF	
RIVERWAY BLVD	23+33.72		LEFT	SIGN	1	EA	
RIVERWAY BLVD	24+34.26		LEFT	SIGN	1	EA	
RIVERWAY BLVD	24+78.92		LEFT	SIGN	1	EA	
RIVERWAY BLVD	24+78.76		LEFT	SIGN	1	EA	
NW BUSINESS PARK LN	4000+00.44		LEFT	CONCRETE PAD	34	SY	
NW BUSINESS PARK LN	4001+54.82		LEFT	SIGN	1	EA	
NW BUSINESS PARK LN	4001+62.27	4001+66.81	LEFT	SIGN	1	EA	REMOVE AND RELOCATE BUSINESS SIGN
NW BUSINESS PARK LN	4001+45.45	4002+27.80	RIGHT	EX C&G	170	LF	
NW BUSINESS PARK LN	4002+10.91		RIGHT	INLET	1	EA	
NW BUSINESS PARK LN	4002+12.47	4002+39.36	RIGHT	15" PIPE	34	LF	
NW BUSINESS PARK LN	4002+41.08		RIGHT	INLET	1	EA	INCLUDES FLUME
NW BUSINESS PARK LN	4002+41.50	4002+51.84	RIGHT	15" PIPE	13	LF	
NW BUSINESS PARK LN	4001+00.00	4002+37.72		EX C&G	274	LF	
NW BUSINESS PARK LN	4000+00.00	4002+22.57		EX FENCE	383	LF	
RIVERSIDE DR	2000+77.18	2002+45.63	LEFT	EX C&G	216	LF	
RIVERSIDE DR	2001+54.54	2003+07.90		W(B)	219	LF	BY OTHERS
RIVERSIDE DR	2002+37.44	2003+71.49		EX FENCE	300	LF	
RIVERSIDE DR	2002+61.99		LEFT	FIRE HYDRANT	1	EA	BY OTHERS
RIVERSIDE DR	2002+67.64		RIGHT	SHRUB	1	EA	
RIVERSIDE DR	2003+02.66		RIGHT	SIGN	1	EA	
RIVERSIDE DR	2003+70.36		LEFT	SIGN	1	EA	
RIVERSIDE DR	2003+97.60		RIGHT	SIGN	1	EA	
RIVERSIDE DR	2004+07.33		LEFT	INLET	1	EA	CONNECTED TO CULVERT
RIVERSIDE DR	2004+10.63	2004+59.40	LEFT	18" CULVERT	90	LF	
RIVERSIDE DR	2004+60.45		LEFT	INLET	1	EA	CONNECTED TO CULVERT
RIVERSIDE DR	2007+26.10	2007+22.82		EX FENCE	524	LF	
RIVERSIDE DR	2006+87.31	2010+64.18		24" PIPE	376	LF	
RIVERSIDE DR	2008+77.16		RIGHT	CONCRETE PAD	1	EA	BY OTHERS
RIVERSIDE DR	2010+58.25		LEFT	TREE	1	EA	
RIVERSIDE DR	2010+67.34		LEFT	INLET	1	EA	
NW TULLISON RD	999+77.21		RIGHT	FLUME	1	EA	ZEBERD
NW TULLISON RD	1000+39.31		LEFT	SIGN	1	EA	
NW TULLISON RD	1000+63.20		LEFT	SIGN	1	EA	
NW TULLISON RD	1001+67.85		LEFT	SIGN	1	EA	
NW TULLISON RD	1001+96.92		LEFT	SHEET METAL	1	EA	REMOVE AND RELOCATE
NW TULLISON RD	1002+64.56	1002+61.60	LEFT	CONCRETE PAD	21	SY	SMALL DRIVEWAY
NW TULLISON RD	1002+71.43	1003+84.10	LEFT	GUARDRAIL	106	LF	
NW TULLISON RD	1003+38.21	1003+24.27	LEFT	18" CULVERT AND HEADWALL	54	LF	
NW TULLISON RD	1003+30.52		LEFT	SIGN	1	EA	REMOVE AND RELOCATE
NW TULLISON RD	1003+31.78		LEFT	SIGN	1	EA	REMOVE AND RELOCATE
NW TULLISON RD	1003+46.40		LEFT	SIGN	1	EA	REMOVE AND RELOCATE
NW TULLISON RD	1003+47.05		LEFT	SIGN	1	EA	REMOVE AND RELOCATE
NW TULLISON RD	1005+93.98		RIGHT	STREET LIGHT	1	EA	
NW TULLISON RD	1007+40.19	1007+98.89	RIGHT	18" CULVERT	57	LF	
RIVERSIDE DR	2010+62.40	2010+67.28	LEFT	CONCRETE FOUNDATION	4	SY	
NW TULLISON RD	1000+45.59	1010+21.03	RIGHT	TEMP PAVEMENT	2207	SY	
NW TULLISON RD	1002+27.68	1003+51.05	CENTER	TEMP PAVEMENT	115	SY	
NW TULLISON RD	1003+70.73	1004+72.88	CENTER	TEMP PAVEMENT	570	SY	
NW TULLISON RD	1004+89.05	1006+24.06	CENTER	TEMP PAVEMENT	128	SY	
RIVERSIDE DR	2009+50.89	2010+21.00	RIGHT	PARKING LOT	236	SY	
RIVERSIDE DR	2009+60.89	2010+44.11	LEFT	PARKING LOT	448	SY	
NW PLATTE DR	3006+76.76	3008+34.53	LEFT	PARKING LOT	323	SY	
RIVERSIDE DR	2010+52.44		LEFT	SIGN	1	EA	REMOVE AND RELOCATE BUSINESS SIGN
RIVERSIDE DR	2010+73.08		RIGHT	SIGN	1	EA	REMOVE AND RELOCATE BUSINESS SIGN
RIVERSIDE DR	2010+35.00		RIGHT	MAILBOX	1	EA	REMOVE AND RELOCATE
HWY 9 ON	6009+72.90	6002+71.41	RIGHT	GUARDRAIL	1017	LF	
RIVERWAY BLVD	10+18.89	11+30.19		EX ROADWAY	735	SY	
RIVERWAY BLVD	11+77.16	27+50.00		EX ROADWAY	10230	SY	
SOFF	5004+34.90	5006+71.83		EX ROADWAY	916	SY	OFF RAMP
RIVERWAY BLVD	23+11.55	16+80.61		EX ROADWAY	4048	SY	ON RAMP
NW TULLISON RD	999+77.32	1000+05.65		EX ROADWAY	56	SY	
NW TULLISON RD	1000+41.18	1006+34.88		EX ROADWAY	2468	SY	
NW BUSINESS PARK LN	4001+00.00	4002+62.00		EX ROADWAY	1091	SY	
NW PLATTE DR	3003+97.35	3004+06.12	RIGHT	SIDEWALK	5.1	SY	
NW PLATTE DR	3005+71.66	3006+22.09	RIGHT	SIDEWALK	28.6	SY	
NW PLATTE DR	3006+91.59	3007+24.43	RIGHT	SIDEWALK	14.6	SY	
BASE BID TOTAL:					1	LS	NOTE: ALL SAWCUTS SHALL BE PAID FOR UNDER REMOVAL OF IMPROVEMENTS. NO DIRECT PAY.

REMOVAL OF IMPROVEMENTS							
RTE.	STA	STA	LOCATION	DESCRIPTION	AMOUNT	UNIT	REMARKS
ADD ALTERNATE A							
NW PLATTE DR	3003+97.35	3004+06.12	RIGHT	SIDEWALK	-5.1	SY	
NW PLATTE DR	3005+71.66	3006+22.09	RIGHT	SIDEWALK	-28.6	SY	
NW PLATTE DR	3006+91.59	3007+24.43	RIGHT	SIDEWALK	-14.6	SY	
RIVERWAY BLVD	25+35.19		LEFT	SIGN	1	EA	
RIVERWAY BLVD	26+09.09	26+27.00		24" CULVERT AND HEADWALL	110	LF	
RIVERWAY BLVD	26+47.09		LEFT	CONCRETE SLAB	1	EA	REMOVE AND RELOCATE
RIVERWAY BLVD	26+47.63		LEFT	CONCRETE SLAB	1	EA	REMOVE AND RELOCATE
RIVERWAY BLVD	26+91.54		LEFT	SIGN	1	EA	
RIVERWAY BLVD	27+25.51		LEFT	SIGN	1	EA	REMOVE AND RELOCATE
RIVERWAY BLVD	27+38.85		RIGHT	SIGN	1	EA	REMOVE AND RELOCATE
RIVERWAY BLVD	28+03.45		LEFT	SIGN	1	EA	
RIVERWAY BLVD	28+16.19		RIGHT	SIGN	1	EA	
RIVERWAY BLVD	28+17.50		RIGHT	SIGN	1	EA	
NW PLATTE DR	3001+66.17		RIGHT	CONCRETE SLAB	1	EA	REMOVE AND RELOCATE
NW PLATTE DR	3001+66.38		RIGHT	CONCRETE SLAB	1	EA	REMOVE AND RELOCATE
NW PLATTE DR	3001+84.66	3001+13.50	RIGHT	C&G	78	LF	
NW PLATTE DR	3002+06.63		LEFT	SIGN	1	EA	REMOVE AND RELOCATE
NW PLATTE DR	3002+10.83	3002+24.05	RIGHT	C&G	15	LF	
NW PLATTE DR	3002+21.33		LEFT	INLET	1	EA	
NW PLATTE DR	3002+23.99	3003+24.22	LEFT	18" PIPE	100	LF	
NW PLATTE DR	3002+42.00		RIGHT	LIGHT POLE CONCRETE BASE	1	EA	BY OTHERS
NW PLATTE DR	3003+26.06		LEFT	INLET	1	EA	
NW PLATTE DR	3003+40.97		RIGHT	SIGN	1	EA	
NW PLATTE DR	3003+45.51		RIGHT	INLET	1	EA	
NW PLATTE DR	3003+45.51	3003+26.49		15" PIPE	56	LF	
NW PLATTE DR	3004+14.08		LEFT	SIGN	1	EA	
NW PLATTE DR	3005+38.36		LEFT	SIGN	1	EA	
NW PLATTE DR	3004+68.00		LEFT	SHRUB	1	EA	
NW PLATTE DR	3004+43.49		LEFT	18" PIPE	81	LF	
NW PLATTE DR	3004+57.48	3002+11.96	LEFT	SIDEWALK	126	SY	
NW PLATTE DR	3003+92.66		LEFT	SIGNAL POLE CONCRETE BASE	1	EA	COORDINATE W/ EVERY PRIOR TO REMOVAL OF SIGNALS IN STAGE 2
NW PLATTE DR	3003+69.66	3004+08.90	LEFT	TRAIL	44	SY	
NW PLATTE DR	3003+75.98		LEFT	ROCK	3	SY	
NW PLATTE DR	3003+87.68	3003+77.42	LEFT	12" CULVERT	26	LF	INCLUDES HD PILES
NW PLATTE DR	3004+43.58		LEFT	PUSH BUTTON CONCRETE BASE	1	EA	COORDINATE W/ EVERY PRIOR TO REMOVAL OF SIGNALS IN STAGE 2
NW PLATTE DR	3004+65.52		LEFT	SHRUB	1	EA	
NW PLATTE DR	3005+64.72		RIGHT	SIGNAL POLE CONCRETE BASE	1	EA	COORDINATE W/ EVERY PRIOR TO REMOVAL OF SIGNALS IN STAGE 2
NW PLATTE DR	3005+89.36	3001+19.51	LEFT	SIDEWALK	207	SY	
NW PLATTE DR	3006+16.49	3003+27.74	LEFT	STORM SEWER	215	LF	
NW PLATTE DR	3005+47.25		RIGHT	FLUME	1	EA	
NW PLATTE DR	3005+88.62		LEFT	SIGNAL POLE CONCRETE BASE	1	EA	COORDINATE W/ EVERY PRIOR TO REMOVAL OF SIGNALS IN STAGE 2
NW PLATTE DR	3006+00.60		LEFT	SIGN	1	EA	
NW PLATTE DR	3006+17.99		LEFT	INLET	1	EA	
NW PLATTE DR	3006+18.34		LEFT	ROCK	1	EA	
NW PLATTE DR	3006+29.80		LEFT	SIGN	1	EA	
NW PLATTE DR	3006+77.89		RIGHT	SIGN	1	EA	
NW PLATTE DR	3006+63.16		RIGHT	TIMBER AND CONCRETE WALL	93	LF	
NW PLATTE DR	3006+73.23		RIGHT	SIGN STRUCTURE	33	SY	
NW PLATTE DR	3007+37.25		LEFT	SIGN	1	EA	REMOVE AND RELOCATE
NW PLATTE DR	3007+76.64		LEFT	INLET	1	EA	
NW PLATTE DR	3007+79.01		RIGHT	INLET	1	EA	
NW PLATTE DR	3007+80.30	3008+99.96	RIGHT	15" PIPE	124	LF	
NW PLATTE DR	3007+78.01	3009+11.66	LEFT	15" PIPE	130	LF	
NW PLATTE DR	3007+96.63		RIGHT	SHRUB	1	EA	
NW PLATTE DR	3008+65.30		RIGHT	SHRUB	1	EA	
NW PLATTE DR	3008+74.65		RIGHT	SIGN	1	EA	REMOVE AND RELOCATE
NW PLATTE DR	3009+03.03		RIGHT	INLET	1	EA	
NW PLATTE DR	3009+17.86		LEFT	INLET	1	EA	
NW PLATTE DR	3009+11.21		LEFT	SIGN	1	EA	
NW PLATTE DR	3009+39.38			RAISED MEDIAN	221	SY	
NW PLATTE DR	3009+59.54		RIGHT	SIGN	1	EA	
RIVERWAY BLVD	27+50.00	28+81.41		EX ROADWAY	983	SY	
NW PLATTE DR	3000+97.99	3009+78.03		EX ROADWAY	5238	SY	
NW PLATTE DR	3010+71.11	3013+90.21		RAISED MEDIAN	186	SY	
NW PLATTE DR	3003+44.55	3003+63.70	RIGHT	TEMP PAVEMENT	17	SY	
NW PLATTE DR	3003+82.97	3005+29.52	CENTER	TEMP PAVEMENT	1329	SY	
NW PLATTE DR	3005+46.39	3006+15.98	CENTER	TEMP PAVEMENT	118	SY	
NW PLATTE DR	2926+71.89	2950+21.47	RIGHT	DRIVEWAY	123	SY	
NW PLATTE DR	3000+01.98	3000+30.00	RIGHT	DRIVEWAY	103	SY	
NW PLATTE DR	3000+84.00	3001+18.59	LEFT	DRIVEWAY	118	SY	
NW PLATTE DR	3000+84.50	3001+15.67	RIGHT	DRIVEWAY	83	SY	
NW PLATTE DR	3001+84.66	3002+11.98	RIGHT	DRIVEWAY	77	SY	
NW PLATTE DR	3006+73.02	3007+00.17	LEFT	DRIVEWAY	86	SY	

