

# Project Manual

**Town of Augusta, Missouri**

## **Phase 2 Sidewalk Improvements Chestnut Street to Locust Street**

Federal Project Number: TAP-7303(620)  
Cochran Project Number: M22-8541

May, 2025

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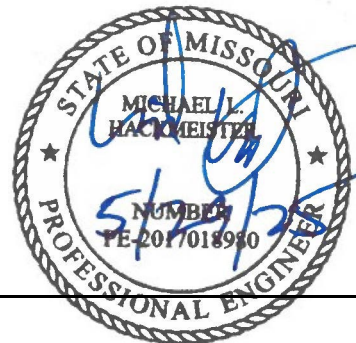
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*Presented to:*

**Town of Augusta, Missouri**  
Randal Oaks, Town Board Chairman

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Date

Michael L. Hackmeister, P-2017018980  
State of Missouri  
Registered Professional Engineer for Cochran



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

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8 East Main Street  
Wentzville, MO 63385  
Phone: 636-332-4574  
Fax: 636-332-0760  
[www.cochran.com](http://www.cochran.com)

TAP-7303(620)

Town of Augusta  
P.O. Box 42  
Augusta, Missouri 63365

# REQUEST FOR BID

BID OF

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

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

\_\_\_\_\_

FOR

**Phase 2 Sidewalk Improvements**  
Chestnut Street to Locust Street

Augusta, St. Charles County, Missouri

**INVITATION FOR BIDS**

Sealed bids for the Town of Augusta Phase 2 Sidewalk Improvements – Chestnut St. to Locust St. (hereinafter “Project”) will be received by the Town of Augusta, P.O. Box 42, Augusta, Missouri 63365, until 2:00 p.m. local time, on Thursday, August 14, 2025, at which time the bids will be publicly opened and read aloud.

The Scope of Work includes approximately 1,945’ of sidewalk improvements including new concrete sidewalk, curb & gutter, ADA compliant concrete curb ramps, detectable warning plates, concrete pavement, concrete approaches, crosswalks, pavement striping, retaining wall, roadway signage relocation, mailbox relocation, fence relocation, utility relocations/adjustments, landscape restoration, and other incidental items and work described in the Project Manual, or reasonably inferable therefrom.

Bid packages will be available after 1:00 p.m. on Tuesday, July 22, 2025 and may be obtained from the Wentzville office of Cochran located at 8 East Main Street, Wentzville, MO 63385, upon payment of a non-refundable fee of \$150.00 per set. Make checks payable to Cochran. For directions, please call 636-332-4574.

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

A non-mandatory but recommended pre-bid meeting will be held on Thursday, August 7, 2025, at 2:00 p.m. at Town of Augusta City Hall, P.O. Box 42, Augusta, Missouri 63365.

The Town of Augusta anticipates issuing notice to proceed in September, 2025.

For a contractor to be awarded this project the contractor must have a fully responsive contractor questionnaire on file with the Missouri Highway and Transportation Commission at least 7 days prior to the bid opening date.

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

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

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

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

Attention of bidders is particularly called to the requirements as to the conditions of employment to be observed and minimum wage rates to be paid under the contract, Section 3-DBE, Segregated Facility, Section 109, and E.O. 11246. MBE and WBE bidders are encouraged to bid.

The DBE Contract Goal for this project is 10%, and DBE firms must be certified by MoDOT to attain credit towards this contract goal. The On-the-Job Trainee goal is 0 hours. No trainee hours will be required under this contract.

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

**BIDDER CHECKLIST - FINAL CHECKLIST BEFORE SUBMITTING BID**

- ☐ 1. Submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs. 101-103 of the 2011 Missouri Standard Specifications for Highway Construction, and Rule 7 CSR 10-15.900, "Prequalification's to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
- ☐ 2. The complete set of bidding documents includes all information from the: "Request for Bid" through the DBE Submittal Form (DBE-1, DBE-2 and DBE-3). A separate, complete set of bid forms to be signed and submitted has been included for convenience. The Technical Specifications/Job Special Provisions are for the bidder's information only and is not to be returned with the bid.
- ☐ 3. All copies of the bid, the Bid Security and all documents that are required to be submitted with the bid shall be enclosed in a sealed envelope identified "SEALED BID ENCLOSED" on the face thereof. The envelope shall be addressed and delivered to the Owner and shall be identified with the project name, the Bidder's name and address and, if applicable, the designated portion of the Work for which the Bid is submitted. If the bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.
- ☐ 4. Please read all items in the bidding document carefully. Complete all items in ink or by typing in the information.
- ☐ 5. Sign this bidding document properly. If submitted in the name of a firm or corporation, the legal name of the firm or corporation should appear in the space designated, and be signed for by one or more persons legally qualified to execute papers in the name of said firm or corporation. **Affix Corporate Seal if the Bidder is a corporation.**
- ☐ 6. Submit a bid bond executed by bidder and surety or a certified cashier's check. A sample bid bond has been provided to show acceptable format.
- ☐ 7. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.
- ☐ 8. Submit the Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU).
- ☐ 9. Submit the Subcontractor Certification Regarding Affirmative Action.
- ☐ 10. Submit the Subcontractor Approval Form.
- ☐ 11. Submit the Anti-Collusion Statement.
- ☐ 12. Include addenda (if any) to the bid. The bidder should retain a duplicate copy.

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

- a) Not signing the bid
- b) Not incorporating the addendum into the bidding documents
- c) Using pencil to fill out the bid
- d) Using white out to make corrections to the itemized bid sheets
- e) Not initialing changes made
- f) Failure to submit Affidavit of Compliance AND E-Verify Memorandum-of-Understanding (MOU).

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All questions concerning the bid document preparation and project specific questions can be directed to Cochran at 8 East Main Street, Wentzville, MO 63385, by phone at (636) 332-4574 or by email: [mhackmeister@cochraneng.com](mailto:mhackmeister@cochraneng.com).

**Special Needs:** If you have special needs addressed by the Americans with Disabilities Act, please notify the Town of Augusta, at (636) 228-4689 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.



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## Itemized Bid Sheets

## Bid Bond

## Subcontractor Certification Regarding Affirmative Action

## Subcontractor Approval Form

## Anti-Collusion Statement

## DBE Identification Submittal

## DBE Provisions

## General Provisions (Non-MoDOT)

## Owner-Contractor Agreement

## Form of Contract Performance-Payment Bond

## General Conditions of Owner-Contractor Agreement

## Technical Specifications

## Job Special Provisions

## Form FHWA 1273

## Federal Aid Provisions

## Applicable State Wage Rates

## Applicable Federal Wage Rates

## Applicable Environmental and Cultural Permits and Clearances

## ADA Post Inspection Checklist

## LPA Certification of Plans, Specifications, &amp; Estimate (PS&amp;E)

## ADA Compliance Certification

**NOTICE TO CONTRACTORS**

Sealed bids, addressed to the Town of Augusta, P.O. Box 42, Augusta, Missouri 63365 for the proposed work will be received by the Town of Augusta until 2:00 p.m. (prevailing local time) on Thursday August 14, 2025, at the office of the Town of Augusta, P.O. Box 42, Augusta, Missouri 63365, and at that time will be publicly opened. Bids should be delivered to: Town of Augusta, P.O. Box 42, Augusta, Missouri 63365.

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

The Scope of Work includes approximately 5,492' of sidewalk improvements including new concrete sidewalk, curb & gutter, ADA compliant concrete curb ramps, detectable warning plates, ADA compliant handrails, concrete pavement, concrete approaches, crosswalks, pavement striping, retaining wall, roadway signage relocation, mailbox relocation, fence relocation, utility relocations/adjustments, landscape restoration, and other incidental items and work described in the Project Manual, or reasonably inferable therefrom.

(2) **COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "2023 Missouri Standard Specifications for Highway Construction," their revisions, and the request for bid, including appendices, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- Owner-Contractor Agreement
- General Conditions of the Owner-Contractor Agreement
- Job Special Provisions
- The Specifications dated: May 2025
- The Drawings identified as follows:  
Sidewalk Improvements (Chestnut Street to Locust Street), TAP-7303(620), Augusta, Missouri
- Performance and Payment Bond
- State Wage Determination
- Non-Collusion Affidavit
- Subcontractor Approval Form

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

- General Provisions & Supplemental Specifications
- Supplemental Plans to Missouri Std. Plans for Highway Construction (if applicable)

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

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "Town of Augusta", and the term "Engineer" is a reference to the Engineer of Record from Cochran, 8 East Main Street, Wentzville, MO 63385.

**In the event of any conflict or inconsistency between the Contract Documents and the 2023 Missouri Standard Specifications for Highway Construction or the 2023 Missouri Standard Plans for Highway Construction, the Contract Documents provided herein shall prevail.**

(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 Article III of the Owner-Contractor Agreement:

Calendar Days: **120 days**

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

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

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

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

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities) of the 2023 Missouri Standard Specifications for Highway Construction. Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, of the 2023 Missouri Standard Specifications for Highway Construction, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.

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

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the 2023 Missouri Standard Specifications for Highway Construction with all revisions applicable to this bid and contract. All technicians who perform testing or are required to observe testing shall be qualified by the requirements of Section 106.18 of the Engineering Policy Guide for the Technician Certification Program.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri

Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 30" that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

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

[https://ago.mo.gov/wp-content/uploads/affidavit\\_of\\_compliance-1.pdf](https://ago.mo.gov/wp-content/uploads/affidavit_of_compliance-1.pdf)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Please print or type name and title of person signing here

Attest:

\_\_\_\_\_  
Secretary of Corporation if Bidder is a Corporation

Affix Corporate Seal (If Bidder is a Corporation)

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

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

(16) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the 2023 Missouri Standard Specification for Highway Construction shall be waived for this contract.

(17) **PRIME CONTRACTOR REQUIREMENTS:** The limitation in Sec 108.1.1 of the 2023 Missouri Standard Specifications for Highway Construction states that "the contractor's organization shall perform work amounting to not less than 40 percent of the total contract cost" is waived for this contract. Instead, the less restrictive terms of the Federal Highway Administration's rule at Title 23 Code of Federal Regulations (CFR) § 635.116(a) shall apply, so that the contractor must perform project work with its own organization equal to and not less than 30 percent of the total original contract price. Second-tier subcontracting will not be permitted on this contract. All other provisions in Sec 108.1.1 et seq. of the 2023 Missouri Standard Specifications for Highway Construction shall remain in full force and effect, and shall continue to govern the contractor and its subcontractors, in accordance with the provisions of Title 23 CFR § 635.116.

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

(19) **INSTRUCTIONS TO BIDDERS**

**ARTICLE 1**

**DEFINITIONS**

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

1.2 All definitions set forth in the General Conditions of Owner-Contractor Agreement or in other Contract Documents are applicable to the Bidding Documents.

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

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

1.5 The **Base Bid** is the sum stated in the bid for which the bidder offers to perform the Work described in the Bidding Documents as the base to which work may be added or from which work may be deleted for sums stated in alternate bids.

1.6 An **Alternate Bid** is an amount stated in the bid to be considered in addition to the Base Bid if the corresponding Change in the Work, as described in the Bidding Documents, is accepted.

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

1.8 A **Bidder** is a person or entity who submits a bid.

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

**ARTICLE 2****BIDDER'S REPRESENTATIONS**

- 2.1 Each bidder by making his bid represents and warrants that:
- 2.1.1 He has read and understands the Bidding Documents and his bid is made in accordance therewith.
- 2.1.2 He has visited and carefully examined the site of the Work, and has familiarized himself with and satisfied himself of the following:
1. the nature and location of the Work;
  2. the character, quality and quantity of materials to be encountered;
  3. the character and quantity of equipment and facilities needed prior to and during performance of the Work;
  4. the local conditions under which the Work is to be performed, including the availability of necessary labor;
  5. the requirements for maintaining existing facilities in continuous service, if necessary or required.
- 2.1.3 He has correlated his examination and observations with the requirements of the proposed Contract Documents.
- 2.1.4 His bid is based upon the materials, products, systems and equipment required by the Bidding Documents.

**ARTICLE 3****BIDDING DOCUMENTS****3.1 COPIES**

3.1.1 Bidders may obtain complete sets of the Bidding Documents from the issuing office designated in the Invitation to Bid in the number and for the deposit sum, if any, stated therein.

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

**3.2 INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS**

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

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

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

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

**3.3 SUBSTITUTIONS**

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



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

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

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

#### **3.4 ADDENDA**

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

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

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

### **ARTICLE 4**

#### **BIDDING PROCEDURE**

##### **4.1 FORM AND STYLE OF BIDS**

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

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

4.1.3 Do not staple bid documents.

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

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

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

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

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

## 4.2 BID SECURITY

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

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

## 4.3 SUBMISSION OF BIDS

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

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

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

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

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

## 4.4 MODIFICATION OR WITHDRAWAL OF BID

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

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

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

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

**ARTICLE 5****CONSIDERATION OF BIDS****5.1 OPENING OF BIDS**

5.1.1 Unless stated otherwise in the Invitation to Bid, the properly identified bids received on time will be opened publicly and will be read aloud.

**5.2 REJECTION OF BIDS**

5.2.1 The Owner shall have the right to reject any or all bids, to reject a bid not accompanied by the Bid Security or by other data required by the Bidding Documents, to reject a bid which is in any way incomplete or irregular, and to rebid the Work at a later date, with MoDOT concurrence, if all bids are rejected.

**5.3 ACCEPTANCE OF BID (AWARD)**

5.3.1 It is the intent of the Owner to award the Contract to the lowest responsive, responsible bidder provided the bid has been submitted in accordance with the requirements of the Bidding Documents and does not exceed the funds available. The Owner will obtain concurrence of award from MoDOT prior to awarding the Contract.

5.3.2 The Owner shall have the right to accept alternates and to determine the low bidder on the basis of the sum of the base bid and the alternates accepted. Alternates shall be accepted in the order established in the Bid Form Proposal.

**ARTICLE 6****POST BID INFORMATION****6.1 SUBMITTALS**

6.1.1 The bidder will be required to establish, to the satisfaction of the Owner, the reliability and responsibility of the persons or entities proposed to furnish and perform the Work.

6.1.2 Persons and entities proposed by the bidder and to whom the Owner has made no objection must be used on the Work for which they were proposed and shall not be changed except with the prior written consent of the Owner.

**ARTICLE 7****AWARD OF CONTRACT**

7.1 Following receipt, to the satisfaction of the Owner, of all information required under Paragraph 6.1 above, the Owner shall mail to the successful bidder the Notice of Award of the Contract.

7.2 Within five (5) working days from the date of receipt of the Notice of Award, the successful bidder shall execute and deliver to the Owner the Contract Documents, and shall furnish the Bonds required by Paragraph 8.1 below and the Certificates of Insurance required by Subparagraph 10.1.3 of the General Conditions. In the event the successful bidder fails to execute and deliver the Contract Documents, the Bonds and the Certificates of Insurance as aforesaid, the Owner may, at its option, consider the bidder in default and award the Contract to another bidder, in which case the Bid Security of the defaulting bidder shall be forfeited to the Owner as liquidated damages, and not as a penalty.

7.3 The Contract, when executed, shall be deemed to include the entire agreement between the parties thereto, and the Bidder shall not claim any modification thereof resulting from any claimed representation or promise made at any time prior thereto by any officer, agency or employee of the Owner or by any other person.

**ARTICLE 8****PERFORMANCE BOND AND LABOR AND MATERIAL PAYMENT BOND****8.1 BOND REQUIREMENTS**

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

**8.2 TIME OF DELIVERY AND FORM OF BONDS**

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

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

**ARTICLE 9****FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR****9.1 FORM TO BE USED**

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

**ITEMIZED BID:** The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

(The remainder of this page is intentionally left blank.)

**ARTICLE 10****BID FORM PROPOSAL**

PROJECT NAME: Phase 2 Sidewalk Improvements –  
Chestnut Street to Locust Street

BID TIME: 2:00 p.m.

BID DATE: August 14, 2025

PROJECT LOCATION: Town of Augusta, Missouri

BIDDER NAME: \_\_\_\_\_

TO: Town of Augusta ("Owner")

In response to the Invitation for Bids for Project No.: TAP-7303(620), and in accordance with the Instructions to Bidders and other Bidding Documents, the undersigned Bidder declares that he has had an opportunity to examine the site of the Work and has carefully examined the Contract Documents therefore, including the Addenda identified below, and on the basis thereof, and being fully familiar with the local conditions affecting the Work, and upon written notice of award of contract, acknowledges and agrees to provide all labor, material, equipment, tools, management and supervision, safety and technical services, insurance, bonds and incidentals necessary or required for the faithful performance of the Contract Work in accordance with the above-referenced documents in a safe, timely and workmanlike manner for the following Base Bid Price:

**BASE BID:**

\_\_\_\_\_ Dollars  
 (Amount in Words)

(\$ \_\_\_\_\_)

**DETERMINATION OF LOW BIDDER.** The Low Bidder will be determined by the total of the Base Bid plus any accepted Alternates. Alternate bids will be accepted as long as the sum of the Base Bid plus the Alternate(s) is(are) below the Town of Augusta's Budget. The order of acceptance of the Alternates is as follows: Alternate 1 and then Alternate 2.

**DETERMINATION OF DBE PERCENTAGE.** The DBE goal percentage will be based on the Phase 2 Sidewalk Improvements – Chestnut Street to Locust Street base bid total plus the total of any Alternates, if accepted.

**ACKNOWLEDGEMENT OF ADDENDA.** The bidder acknowledges the following Addenda were issued in conjunction with these bidding documents:

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_ Pages: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_ Pages: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_ Pages: \_\_\_\_\_

Addendum No.: \_\_\_\_\_ Date: \_\_\_\_\_ Pages: \_\_\_\_\_

**ITEMIZED BID FORM**

The Base Bid and Alternate amounts are more fully itemized as follows:

Bid No.	ITEM	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	EXTENDED PRICE
<b>Roadway Items</b>						
1	1500.1	Mobilization	LS	1		
2	1500.2	Clearing and Grubbing	Acre	0.01		
3	2200.1	Removal of Improvements	LS	1		
4	2200.2	Relocate Existing Signage	LS	1		
5	2200.3	Relocate Existing Mailbox	EA	15		
6	2300.1	Unclassified Excavation	CY	110.5		
7	1500.2	Road Work Ahead Sign (W20-1)	SF	40		
8	1500.3	End Road Work Sign (G20-2)	SF	45		
9	1500.4	Sidewalk Closed Sign (R9-9)	SF	12		
10	5000.6	Concrete Approach (6")	SY	129.9		
11	5000.7	Type 5 Aggregate Base (4")	SY	1,120		
12	JSP 1	Sawcut	LF	2,336		
13	JSP 3	Retaining Wall	SF	26		
14	3900.1	Water Meter / Valve / Hydrant Adjustments	EA	1		
15	3900.2	Storm Sewer Structure Adjustments	EA	1		
16	4000.1	Asphalt Base Mix (Type X)	SY	44		
17	4000.2	2" BP-1 Asphalt Surface	SY	44		
18	2350.1	Silt Fence	LF	957.7		
19	2350.2	Inlet Protection	EA	5		
<b>Sub-total Roadway Items</b>						
20		<b>Signage/Striping/Signal Items</b>				
21	6000.1	Pavement Marking 24" Stop Bar White	LF	40.6		
22	6000.2	Crosswalk Striping	EA	12		
<b>Sub-total Signage/Striping/Signal Items</b>						
23		<b>Bicycle/Pedestrian Facility Items</b>				
24	JSP 2	ADA Detectable Warning Plates	EA	16		
25	5000.1	5' Wide Concrete Sidewalk	SY	58.3		
26	5000.2	5' Wide Concrete Sidewalk with Integral Curb	SY	736		
27	5000.3	Variable Width Concrete Sidewalk with Integral Curb	SY	5.6		
28	5000.4	6" Concrete Vertical Curb	LF	101.3		
29	5000.5	ADA Concrete Ramp	SY	174		
<b>Sub-total Bicycle/Pedestrian Facility Items</b>						
		<b>Landscaping Items</b>				
30	9000.1	Seed and Mulch	Acre	0.20		
31	JSP 4	Landscape Restoration	LS	1		
<b>Sub-total Landscaping Items</b>						
<b>Total Construction Bid</b>						

\*Contractor is required to indicate with a " \* " which line items will be performed by the DBE(s).

**BID BOND**

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

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

Sealed with our seals and dated this \_\_\_\_\_

THE CONDITION OF THIS OBLIGATION is such that \_\_\_\_\_

WHEREAS the principal is submitting herewith a bid to the Town of Augusta on route(s) Chestnut  
Street, Walnut Street, Locust Street, Green Street and Ferry Street  
 In Saint Charles County(ies),  
 project (s) Phase 2 Sidewalk Improvements – Chestnut Street to Locust Street  
 for construction or improvement of Phase 2 Sidewalk Improvements – Chestnut Street to Locust Street as set out in said bid;

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

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

The principal and surety hereby certify that the document is the original or a verbatim copy of the bid bond form  
 furnished by the Town of Augusta, in accordance with Sec 102.9 of the 2023 Missouri Standard Specifications for Highway  
 Construction.

SEAL

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

\_\_\_\_\_  
 Surety

SEAL

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

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

**SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION****Project:** Phase 2 Sidewalk Improvements – Chestnut Street to Locust Street**Job No.:** TAP-7303(620)**Route:** Chestnut Street, Green Street, Ferry Street, Locust Street, and Walnut Street**County:** Saint Charles

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

Company

By: \_\_\_\_\_

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

\_\_\_\_\_

Title

**Fig. 136.9.2 Subcontractor Certification Regarding Affirmative Action** Revised 01-01-09



**SUBCONTRACTOR APPROVAL FORM**

This report must accompany and be part of the sealed Bid Proposal.

1. Name of Bidder: \_\_\_\_\_

2. Address Bidder: \_\_\_\_\_

\_\_\_\_\_

City                      State                      Zip                      Phone

3. The above-named Bidder intends to subcontract for materials, services, supplies, specialty contractors, etc., in the following fashion:

<u>Names and Addresses of Subcontractor Which the Contractor Anticipates Utilizing</u>	<u>Nature of Participation</u>	<u>\$ Value of Subcontractor</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

A. Total of Above \_\_\_\_\_

B. Total Bid Amount \_\_\_\_\_

Subcontractor Utilization as a % of Total Bid Amount:  $(A/B \times 100)$  \_\_\_\_\_

\_\_\_\_\_  
Name-Authorized Officer of Bidder

\_\_\_\_\_  
Signature-Office Bidder

\_\_\_\_\_  
Date

**ANTI-COLLUSION STATEMENT**

STATE OF \_\_\_\_\_

CITY/COUNTY OF \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_ being first duly sworn, deposes and says that he is\_\_\_\_\_  
Title of Person Signing

of \_\_\_\_\_

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

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

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

BY \_\_\_\_\_

BY \_\_\_\_\_

BY \_\_\_\_\_

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_.

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

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

---

Signed (Prime Contractor)

Form ECR-101 (Rev. 05/2020)

**Instructions for  
Completing the  
DBE  
Identification  
Submittal Form  
(For Local Program  
Agency (LPA) Projects)  
(ECR-101)**

Submit this form with your bid or as outlined on front of page no later than 4:00 p.m. on the 3rd working day after the bid opening. Only DBE's listed on MoDOT's Missouri Regional Certification Committee (MRCC) directory may be used towards obtaining the DBE goal on the project. DBE firm must be certified with the appropriate North American Industrial Classification System (NAICS) code for the type of work being utilized to perform. The MRCC directory is available at the following link under the MRCC Directory tab:

[HTTP://www.modot.org/welcome-external-civil-rights](http://www.modot.org/welcome-external-civil-rights)

- (A) Insert Bid Line Item in the same order as it appears in the bid document.
- (B) Insert the result from multiplying the unit price for the bid line item by the quantities listed in column (A); a lump sum, if applicable, may also be inserted.
- (C) Insert the percentage of column (B) that the DBE will perform. If the DBE is a supplier as that term is defined in 49 CFR Part 26.55, then only 60% of the value in column (B) can be applied towards the contract specific goal. If the DBE is furnishing and installing the line item, then 100% of the value can be applied.
- (D) Insert the result from dividing columns (B) and (C).
- (E) Insert the result from dividing column (D) from the total bid line item amount.

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

**1.0 Program Applicability.** The subsequent sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal funded participation. Federal-aid or federal funded participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety

involved in the performance of a federal-aid contract shall be aware of and fully understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission's DBE Program rules.

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

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

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

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

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

In this provision, “contractor” will be defined as the contractor on the contract; subcontractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as “the recipient”. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

**6.0 DBE Program Information.** DBE Program information may be obtained from the MoDOT External Civil Rights Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: [dbes@modot.mo.gov](mailto:dbes@modot.mo.gov). It will be the duty of each contractor, and for the contractor's

subcontractors to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm's legal obligations and limitations under the DBE Program, as a requirement of program participation.

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

The MRCC DBE Directory can be found at the following link: <https://www.modot.org/welcome-external-civil-rights>

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

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

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

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

(d) The bidder certifies, that if awarded the federal-aid contract with less than the original DBE contract goal proposed by the Commission in the bid documents, as a result of an approved good faith effort, the revised lower amount shall become the final DBE goal, and that goal will be used to determine any liquidated damages to be assessed at the completion of the project.

(e) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE, comply fully with all

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

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

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

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be a certified DBE firm,

at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's External Civil Rights Division. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

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

**10.0 Contract Goal, Good Faith Efforts Specified.** The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, all bidders shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

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

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

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

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

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

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

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

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

**11.0 DBE Participation for Contract Goal Credit.** In addition to participation outlined by 49 CFR part 26, the following shall apply:

In addition to allowances provided for in the Federal Regulations, a bidder may count toward the DBE contract goal the following expenditures to certified DBE firms that are not "regular dealers" or "manufacturers" for DBE program purposes:

- (1) A bidder may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MoDOT to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the bidder shall determine, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.
- (2) The bidder will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are



determined by MoDOT to be reasonable and not excessive, as compared with fees customarily charged by non-DBE firms for similar services. A broker will be defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MoDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

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

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

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

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

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

**13.2** Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal

will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

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

**15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Brokering used and not used in bids during the reporting period.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

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

**1.0 Program Applicability.** The subsequent sections will apply only to contracts involving U.S. Department of Transportation (USDOT) federal-aid or federal funded participation. Federal-aid or federal funded participation includes, but is not limited to, any funds directly or indirectly received by MoDOT, or authorized for distribution to or through MoDOT, by the USDOT or any operating administration within the USDOT. These provisions will not apply to contracts funded exclusively with state funds, or state and local funds. Any contractor, subcontractor, supplier, DBE firm, and contract surety involved in the performance of a federal-aid contract shall be aware of and fully

understand the terms and conditions of the USDOT DBE Program, as the terms appear in Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission's DBE Program rules.

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

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

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

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

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

In this provision, “contractor” will be defined as the contractor on the contract; subcontractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as “the recipient”. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

**6.0 DBE Program Information.** DBE Program information may be obtained from the MoDOT External Civil Rights Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: [dbes@modot.mo.gov](mailto:dbes@modot.mo.gov). It will be the duty of each contractor, and for the contractor's subcontractors to take the steps necessary to determine the legal obligations and

limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm's legal obligations and limitations under the DBE Program, as a requirement of program participation.

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

The MRCC DBE Directory can be found at the following link: <https://www.modot.org/welcome-external-civil-rights>

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

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

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

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

(d) The bidder certifies, that if awarded the federal-aid contract with less than the original DBE contract goal proposed by the Commission in the bid documents, as a result of an approved good faith effort, the revised lower amount shall become the final DBE goal, and that goal will be used to determine any liquidated damages to be assessed at the completion of the project.

(e) The bidder understands and agrees that if awarded the contract the contractor is legally responsible to ensure that the contractor and each DBE, comply fully with all regulatory and contractual requirements of the USDOT DBE Program, and that each

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

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

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

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be a certified DBE firm, at any time during the performance of the contract work, and a contract or subcontract

with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's External Civil Rights Division. However, if the contractor has executed a subcontract with the firm before the DBE lost eligibility and ceased to be a certified DBE, the contractor may continue to receive credit toward the DBE contract goal for that firm's work.

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

**10.0 Contract Goal, Good Faith Efforts Specified.** The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, all bidders shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

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

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

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

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

**10.3 Administrative Reconsideration of the Bidder's Good Faith Efforts Made as a Part of the Bid Submittal.** If MoDOT determines that the apparent low bidder has failed

to adequately document in the bid that the bidder made a good faith effort to achieve sufficient DBE participation in the contract work, that firm will be offered the opportunity for administrative reconsideration upon written request, before MoDOT and the Commission reject that bid as non-responsive.

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

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

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

**11.0 DBE Participation for Contract Goal Credit.** In addition to participation outlined by 49 CFR part 26, the following shall apply:

In addition to allowances provided for in the Federal Regulations, a bidder may count toward the DBE contract goal the following expenditures to certified DBE firms that are not “regular dealers” or “manufacturers” for DBE program purposes:

- (3) A bidder may count toward the DBE contract goal 100 percent of the fees paid to a certified DBE trucker or hauler for delivery of material and supplies required on a job site, but not for the cost of those materials or supplies themselves, or for the removal or relocation of excess material from or at the job site, when the DBE certified trucking company is not also the manufacturer of or a regular dealer in those material and supplies, provided that the trucking or hauling fee is determined by MoDOT to be reasonable as compared with fees customarily charged by non-DBE firms for similar services. The certified DBE trucking firm shall also perform a CUF on the project and not operate merely as a pass through for the purposes of gaining credit toward the contract DBE goal. Prior to submitting a bid, the bidder shall determine, whether a DBE trucking firm will meet the criteria for performing a CUF on the project.
- (4) The bidder will receive DBE contract goal credit for the fees or commissions charged by and paid to a DBE broker who arranges or expedites sales, leases or other project work or service arrangements, provided that those fees are determined by MoDOT to be reasonable and not excessive, as compared with fees customarily charged by non-DBE firms for similar services. A broker will be

defined as a person or firm that does not own or operate the delivery equipment necessary to transport materials, supplies or equipment to or from a job site. In most instances, the broker is merely the entity making arrangements for delivery of material, supplies, equipment, or arranging project services. To receive DBE contract goal credit, MoDOT must determine that the DBE broker has performed a CUF in providing the contract work or service.

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

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

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

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

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

**13.2** Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies



available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

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

**15.0 Data Collection from Bidders for DBE and Non-DBE Subcontractors, Suppliers, Manufacturers and/or Borkering used and not used in bids during the reporting period.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of all subcontractor quoting received for actual use and of consideration by the prime bidder. MoDOT will be requesting this information from bidding prime contractors and will provide prime bidders a form to submit the data by the last day of each month for the current letting. The information shall only include the names of both DBE and non-DBE companies that the prime bidders received quotes. MoDOT will then contact the DBEs and non-DBE subcontractors and request additional information from DBE and non-DBE subcontractors including current year of gross receipts and number of years in business. The information provided by the prime bidders shall not include any bid quote pricing regardless if it was used or not. This information will aid MoDOT in the determination of the availability of DBEs and will be used in subsequent availability studies.

## DBE Submittal Forms

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

(A) DBE Contract Goal: By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is **10%** of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

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

10 % OF TOTAL FEDERAL CONTRACT

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

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

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

# DBE Identification Submittal Form

## (For Local Program Agency (LPA) Projects)

Job Number: \_\_\_\_\_

Route: \_\_\_\_\_

County: \_\_\_\_\_

Prime Contractor: \_\_\_\_\_

Contract Amount: \_\_\_\_\_

**Identification of Participating DBE's:** Provide the requested information below for each DBE participating on the project. Submit this information with your bid or to \_\_\_\_\_ no later than 4:00 p.m. on the 3rd working day after the bid opening. Fax or e-mail transmittal is permitted. The fax number is \_\_\_\_\_ and the e-mail address for submittal is \_\_\_\_\_. Contact MoDOT's External Civil Rights Division (ECR) at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project.**

All information must be provided.

If awarded the contract for this project, the undersigned will use the following DBE to perform or furnish the work, supplies, and/or services as shown below:

DBE Name: \_\_\_\_\_ Address: \_\_\_\_\_

(A) Line No.	(B) Dollar Value of DBE Work** ( Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (100%, 60%)	(D) Dollar amount applicable to DBE Goal ( B x C )	(E) Percent of total contract amount for line item (D / total contract amount)	Add or Remove Lines	
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
					-	+
<b>DBE Total:</b>				<b>Total %</b>		

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

Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm

Allowed amount of participation will be in accordance with 49 CFR Part 26.

Brokered services will only receive credit for fees.

Respectfully submitted:

\_\_\_\_\_  
Company Name (Prime Contractor)

\_\_\_\_\_  
Name / Title

\_\_\_\_\_  
Signed (Prime Contractor)

**Instructions for Completing the  
DBE Identification Submittal Form  
(For Local Program Agency (LPA) Projects)  
(ECR-101)**

Submit this form with your bid or as outlined on front of page no later than 4:00 p.m. on the 3rd working day after the bid opening. Only DBE's listed on MoDOT's Missouri Regional Certification Committee (**MRCC**) directory may be used towards obtaining the DBE goal on the project. DBE firm must be certified with the appropriate North American Industrial Classification

System (**NAICS**) code for the type of work being utilized to perform. The MRCC directory is available at the following link under the MRCC Directory tab: [HTTP://www.modot.org/welcome-external-civil-rights](http://www.modot.org/welcome-external-civil-rights)

- (A) Insert Bid Line Item in the same order as it appears in the bid document.
- (B) Insert the result from multiplying the unit price for the bid line item by the quantities listed in column (A); a lump sum, if applicable, may also be inserted.
- (C) Insert the percentage of column (B) that the DBE will perform. If the DBE is a supplier as that term is defined in 49 CFR Part 26.55, then only 60% of the value in column (B) can be applied towards the contract specific goal. If the DBE is furnishing and installing the line item, then 100% of the value can be applied.
- (D) Insert the result from dividing columns (B) and (C).
- (E) Insert the result from dividing column (D) from the total bid line item amount.

TAP-7303(620)

Town of Augusta  
P.O. Box 42  
Augusta, Missouri 63365

**CONTRACT**  
AND  
**BOND**  
FOR  
CONSTRUCTING OR IMPROVING  
Phase 2 Sidewalk Improvements  
Chestnut Street to Locust Street

**Augusta, St. Charles County, Missouri**

**OWNER-CONTRACTOR AGREEMENT**

This is an Agreement made and entered into the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the Town of Augusta (hereinafter called the "Owner") and \_\_\_\_\_, a \_\_\_\_\_ with offices located at \_\_\_\_\_, (hereinafter called the "Contractor").

The project is identified as Phase 2 Sidewalk Improvements – Chestnut Street to Locust Street, located in the Town of Augusta, Missouri, Federal Project No.: TAP-7303(620), (hereinafter called "Project")

The Engineer is Cochran, with offices located at 8 East Main Street, Wentzville, Missouri 63385 (hereinafter called the "Engineer").

**WITNESSETH:**

The Contractor and the Owner, for the consideration set forth herein, agree as follows:

**ARTICLE I****The Contract Documents**

The Contract Documents include the Conditions of the Contract (General Conditions of Owner-Contractor Agreement, Supplementary Conditions and other Conditions), State Wage Determination, Non-Collusion Affidavit, Performance and Payment Bond, Drawings, Specifications, the Construction Schedule, all Addenda issued prior to the execution of this Contract, and all Modifications issued after execution of this Contract, which together with this Agreement form the Contract, and are all as fully a part of the Contract as if attached to this Agreement or repeated herein. All definitions set forth in the General Conditions of Owner-Contractor Agreement are applicable to this Agreement.

The Contract represents the entire and integrated agreement between the parties, and supersedes prior negotiations, representations and agreements, whether written or oral. An enumeration of the Contract Documents, other than Modifications, is set forth in Article X.

**ARTICLE II****Scope of Work**

The Contractor, acting as an independent contractor, shall faithfully and fully perform the Work described in, and shall do everything required by, the Contract Documents or reasonably inferable therefrom, for the complete construction of the project. The Contractor represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work.

**ARTICLE III****Time of Completion**

(a) All time limits stated in the Contract Documents are of the essence. The Work to be performed under the Contract shall commence within seven (7) consecutive calendar days of the date of the written Notice to Proceed from the Owner to the Contractor, and shall be completed within 120 consecutive calendar days from and including the date of said written Notice to Proceed, subject to adjustments of this Contract Time as provided in the Contract Documents.

(b) Contractor shall pay, as liquidated damages and not as a penalty, the amounts stipulated in Section 4 of the Notice to Contractors section for each consecutive calendar day after the Final Completion date that the Work has not been completed. The total amount so payable to the Owner as liquidated damages may be deducted from any sums due or to become due to Contractor from Owner.

#### **ARTICLE IV**

##### **The Contract Sum and Payments**

The Owner agrees to pay, and the Contractor agrees to accept, for the performance of the Contract, the sum of \_\_\_\_\_ (\$\_\_\_\_\_), subject to additions and deductions as provided in the Contract Documents. Based upon proper Applications for Payment submitted by the Contractor to the Owner on or before the twentieth day of the month for Work performed, payment will be made in the form of progress payments as follows and as provided elsewhere in the Contract Documents:

(1) On or about the tenth day of each following month, one hundred percent (100%) of the portion of the Contract Sum properly allocable to labor, materials and equipment incorporated into the Work, and one hundred percent (100%) of the portion of the Contract Sum properly allocable to materials and equipment suitably stored at the site to be incorporated into the Work, through the period ending up to the twentieth day of the preceding month, less the aggregate of all previous progress payments;

(2) Final payment within 30 days after the Work is fully completed and accepted by the Owner and the Contract is fully performed.

#### **ARTICLE V**

##### **Performance of the Work**

(a) Within 10 days after being awarded the Contract, the Contractor shall prepare and submit for the Owner's approval, (1) a Construction Schedule for the Work in a Gantt Chart format, which Construction Schedule shall indicate the dates for starting and completing the various stages of construction, and (2) a Traffic Control Plan indicating the location of all proposed signage, detours, road closures throughout the Project which adequately address the Traffic Control Plan of the proposed Work. All traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. No Work will commence until the Contractor's Schedule and Traffic Control Plan is submitted and approved by the Owner.

(b) Completion of the Work in accordance with the time limits set forth in the Construction Schedule is an essential condition of the Contract.

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

reimburse the Contractor for such increase in cost. Any increase in cost incurred in remedying a delay which is not excusable under Article VI hereof shall be borne by the Contractor.

## **ARTICLE VI**

### **Delays Beyond Contractor's Control**

(a) If the Contractor fails to complete the Work in accordance with the Construction Schedule as a result of the act or neglect of the Owner, or by strikes, lockouts, fire or other similar causes beyond the Contractor's control, then, and to the extent of such delays, the Contractor shall not be required to pay liquidated damages to the Owner pursuant to Paragraph (b) of Article III hereof, provided the Contractor uses his best efforts to remedy the delay in the manner specified in Paragraph (c) of Article V hereof. If, as a result of any such cause beyond the Contractor's control, the delay in completion of the Work in accordance with the Construction Schedule is so great that it cannot be remedied in the aforesaid manner, or if the backlog of work is so great that it cannot be remedied without incurring additional cost which the Owner does not authorize, then the time of completion and the Construction Schedule shall be extended pursuant to a Change Order for the minimum period of delay occasioned by such cause. The period of delay and extension shall be determined by the Owner.

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

(c) Except to the extent that a delay is caused by the Owner, the Contractor's sole remedy shall consist of his rights under this Article VI.

## **ARTICLE VII**

### **Changes in the Work**

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

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

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



**ARTICLE VIII****Termination by Owner**

(a) If the Contractor is adjudged a bankrupt, or if the Contractor makes a general assignment for the benefit of creditors, or if a receiver is appointed on account of the Contractor's insolvency, or if the Contractor persistently or repeatedly fails, except in cases for which extension of time is provided, to make progress in accordance with the Construction Schedule, or if the Contractor fails to make prompt payment to Subcontractors for material or labor, or persistently disregards laws, ordinances or the instructions of the Owner, or otherwise breaches any provision of the Contract, the Owner may, without prejudice to any other right or remedy, by giving written notice to the Contractor and his Surety, terminate the Contract, take possession of the Work and of all materials and equipment thereon and finish the Work by whatever method the Owner may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Sum shall exceed the expenses of finishing the Work, including additional architectural, managerial and administrative expenses, such excess shall be paid to the Contractor. If such expenses shall exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner promptly upon demand.

In the event of termination pursuant to this Paragraph, the Contractor, upon the request of the Owner, shall promptly

(i) assign to the Owner in the manner and to the extent directed by the Owner all right, title and interest of the Contractor under any subcontracts, purchase orders and construction equipment leases to which the Contractor is a party and which relate to the Work or to construction equipment required therefor, and

(ii) make available to the Owner, to the extent directed by the Owner, all construction equipment owned by the Contractor and employed in connection with the Work.

(b) Performance of the Work hereunder may be terminated by the Owner by giving three (3) days prior written notice to the Contractor if the Owner, in its sole discretion, decides to discontinue or suspend construction. In the event of such termination, as opposed to termination pursuant to Paragraph (a) of this Article VIII, the Contract Sum shall be reduced in an equitable manner by agreement between the parties. The Contractor will not be entitled to payment of profit on work not performed.

**ARTICLE IX****Contractor's Liability Insurance**

The Contractor shall purchase and maintain in full force and effect the following insurance coverage with an insurance carrier acceptable to the Owner:

The policy shall be endorsed to cover the contractual liability of the Contractor under the General Conditions.

The Contractor and his Subcontractors shall procure and maintain during the life of this Agreement insurance of the types and minimum amounts as follows:

(a) Workers' Compensation in full compliance with statutory requirements of Federal and State of Missouri law and Employers' Liability coverage in the amount of \$2,000,000.

(b) Comprehensive General Liability and Bodily Injury

Including Death:

\$2,000,000 each person

\$2,000,000 each occurrence

Property Damage:	\$2,000,000 each occurrence
	\$2,000,000 aggregate
(c) Comprehensive Automobile Liability, Bodily Injury	
Including Death:	\$2,000,000 each person
	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each accident
(d) Owner's Protective Bodily Injury	
Including Death:	\$2,000,000 each occurrence
Property Damage:	\$2,000,000 each occurrence
	\$2,000,000 aggregate

The Owner's Protective Policy shall name the Owner as the insured. Certificates evidencing such insurance shall be furnished the Owner prior to Contractor commencing the Work on this Project. The certificates must state, **"The Town of Augusta, the Engineer (M-Engineering, LLC dba Cochran) and their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project."**

## ARTICLE X

### Enumeration of The Contract Documents

The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated as follows:

- (a) Owner-Contractor Agreement
- (b) General Conditions of the Owner-Contractor Agreement
- (c) Job Special Provisions
- (d) The Specifications dated: March 2024
- (e) The Drawings identified as follows:  
Sidewalk Improvements (High Street to Hackmann Road), Augusta, Missouri [TAP-7302(681)]
- (f) Performance and Payment Bond
- (g) State Wage Determination
- (h) Non-Collusion Affidavit
- (i) Subcontractor Approval Form

THE CONTRACT CONTAINS A BINDING ARBITRATION PROVISION, WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

The Town of Augusta  
(Owner)

By \_\_\_\_\_

\_\_\_\_\_  
Title

(SEAL)

Attest: \_\_\_\_\_

\_\_\_\_\_  
Title

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

(Contractor)

By \_\_\_\_\_

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
Title

(SEAL)

Attest: \_\_\_\_\_

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

**INSTRUCTIONS FOR EXECUTING CONTRACT**

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

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

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

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

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

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

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

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

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

**FORM OF CONTRACT PERFORMANCE - PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS:

That \_\_\_\_\_ as Principal, and \_\_\_\_\_ as Surety, are held and firmly bound unto the Town of Augusta, hereinafter called the "Owner," in the penal sum of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful money of the United States, well and truly to be paid unto the said Owner for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has by written agreement dated \_\_\_\_\_, entered into a Contract with the Owner for the construction of the work designated as Phase 2 Sidewalk Improvements - Chestnut Street to Locust Street located in Saint Charles County in the State of Missouri, in accordance with the Contract, which Contract is by this reference made a part hereof, and is hereinafter referred to as the "Contract."

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

The Owner may sue on this Bond, and any person furnishing material or performing labor, either as an individual or as a Subcontractor shall have the right to sue on this Bond in the name of the Owner for his use and benefit, all in accordance with the provisions of MO. Rev. Stat. SS 522.300, and any amendments thereto.

Whenever Principal shall be in default under the Contract, the Surety shall promptly remedy the default, or shall promptly (1) complete the Contract in accordance with its terms and conditions, or (2) obtain bids for completing the Contract in accordance with its terms and conditions, and upon determination by the Owner of the lowest responsible bidder, arrange for a Contract between the Owner and such bidder, and made available as the Work progresses sufficient funds to pay the costs of completion, not exceeding the amount of this Bond.

It is hereby stipulated and agreed that any suit based upon any default of the Principal in fulfilling his obligation to furnish maintenance, repairs or replacements for any period of time after the Work is completed as provided for in the Contract, may be brought at any time up to one year after the expiration of the time specified in the Contract during which the Contractor has agreed to furnish such maintenance or make such repairs or replacements.

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

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration of addition to the terms of the Contract or to the Work to be performed thereunder or the Specifications accompanying the same shall in any way affect its obligations on this Bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the Work or to the Specifications.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,

In the presence of :

By: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

By: \_\_\_\_\_

\_\_\_\_\_  
(SEAL)

**GENERAL CONDITIONS OF OWNER-CONTRACTOR AGREEMENT****ARTICLE 1****CONTRACT DOCUMENTS****1.1 DEFINITIONS**

1.1.1 The Contract Documents. The Contract Documents include the Owner-Contractor Agreement, General Conditions of the Owner-Contractor Agreement, State Wage Determination, Non-Collusion Affidavit, the Performance Payment Bond, the Drawings, the Specifications, the Construction Schedule, all Addenda and all Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, or (2) a written Change Order.

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

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

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

1.1.5 Notice to Proceed. The written notice from the Owner notifying the Contractor of the date on or before which he is to begin execution of the Work.

**1.2 EXECUTION, CORRELATION, INTENT AND INTERPRETATIONS**

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

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

1.2.3 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. The intention of the Contract Documents is to include all labor, materials, equipment and other items as provided in Subparagraph 3.3 necessary for execution and completion of the Work. Words which have well-known technical or trade meanings are used herein in accordance with such recognized meanings.

1.2.4 In the event of any conflict or inconsistency in the Contract Documents, the better quality and quantity of Work, as determined by the Engineer, shall be provided without change in the Contract Sum.

**1.3 COPIES FURNISHED AND OWNERSHIP**

1.3.1 Unless otherwise provided in the Contract Documents, the Contractor will be furnished a maximum of three (3) copies, free of charge, of the Drawings and Specifications for the execution of the Work.

1.3.2 All Drawings, Specifications and copies thereof furnished by the Owner are and shall at all times remain property of the Owner. Such documents shall not be used on any other project.

**ARTICLE 2****OWNER****2.1 DEFINITION**

2.1.1 The Owner is the person or organization identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Owner" means the Owner or its authorized representative.

**2.2 OWNER'S RIGHT TO STOP THE WORK**

2.2.1 If the Contractor fails to correct defective work, or fails to supply labor, materials or equipment in accordance with the Contract Documents, the Owner may order the Contractor to stop the work, or any portion thereof, until the cause for such order has been eliminated; however, the Owner's right to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any third party.

**2.3 OWNER'S RIGHT TO CARRY OUT THE WORK**

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

**2.4 ENGINEER'S STATUS DURING CONSTRUCTION**

2.4.1 The Engineer will be Owner's representative during the construction period.

2.4.2 Engineer will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. He shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work.

2.4.3 Engineer will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of Drawings or otherwise) as he may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If Contractor believes that a written clarification and interpretation entitles him to an increase in the Contract Price, he may make a claim in writing therefore.

2.4.4 Engineer will have authority to disapprove or reject Work which is "defective" (which term is hereinafter used to describe Work that is unsatisfactory, faulty or defective, or does not conform to the requirements of the Contract Documents or does not meet the requirements of any inspection or test or has been damaged prior to approval of final payment). He will also have authority to require special inspection or testing of the Work whether or not the Work is fabricated, installed or completed.

2.4.5 If Owner and Engineer agree, Engineer will furnish a Resident Project Representative and assistants to assist Engineer in carrying out his responsibilities at the site.

2.4.6 Neither Engineer's authority to act in the Contract documents nor any decision made by him in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of Engineer to Contractor, any Subcontractor, any material man, fabricator, supplier or any of their agents or employees or any other person performing any of the Work.

2.4.7 Engineer will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, and he will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

2.4.8 Engineer will not be responsible for the acts or omissions of Contractor, or any Subcontractors, or any of his or their agents or employees, or any other persons at the site or otherwise performing any of the Work.



**ARTICLE 3****CONTRACTOR****3.1 DEFINITION**

3.1.1 The Contractor is the person or organization identified as such in the Owner-Contractor Agreement and is referred to throughout the Contract Documents as if singular in number and masculine in gender. The term "Contractor" means the Contractor or his authorized representative.

**3.2 SUPERVISION AND CONSTRUCTION PROCEDURES**

3.2.1 The Contractor shall perform the Work in accordance with the Contract Documents, and shall supervise and direct the Work, using his best skill and attention. He shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work, and shall be solely responsible for job-site safety precautions, procedures and programs.

**3.3 LABOR AND MATERIALS**

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

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

3.3.3 The Contractor shall comply with, and is bound by, the provisions of Missouri law pertaining to the payment of wages on public works projects contained in MO.Rev.Stat. SS290.210 (2000) through 290.340 (2000), and any amendments thereto, including, but not limited to the following:

1. In accordance with MO.Rev.Stat. S290.250 (2000), the Contractor shall not pay less than the prevailing hourly rate of wages specified by the Missouri Department of Labor and Industrial Relations Division of Labor Standards to all workers performing Work under the Contract.

2. In accordance with MO.Rev.Stat. S290.250 (2000), the Contractor shall forfeit as a penalty to the Owner ten dollars (\$10.00) for each worker employed for each calendar day, or portion thereof, such worker is paid less than the said stipulated rates for any Work done under the Contract, by him or by any Subcontractor under him and shall include provisions in all bonds guaranteeing the faithful performance of said prevailing hourly wage clause.

3. In accordance with MO.Rev.Stat. S290.265 (2000), the Contractor and each Subcontractor shall post a clearly legible statement of all prevailing hourly wage rates to be paid to all workers employed to complete the Work in a prominent and easily accessible place at the site of the Work and such notice shall remain posted during the full time that any workers shall be employed on the Work.

Certified payrolls shall also be submitted prior to final payment for all work completed by the Contractor or Subcontractors.

4. In accordance with MO.Rev.Stat. S290.290 (2000), before final payment is made an affidavit must be filed by the Contractor stating that he has fully complied with the prevailing wage law. Final payment shall not be due unless and until this affidavit is filed in proper form and order.

3.3.4 Missouri law, 292.675 RSMo, requires the 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 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 Town of Augusta

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.

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

3.3.6 When state and federal wage rates are both required the higher of the two for each job classification shall be used.

### **3.4 WARRANTY**

3.4.1 Contractor warrants that it shall use sound construction principles and practices in the performance of the Work and that it shall apply to the Work a high degree of skill, care, judgment and supervision to assure that the Work is performed properly and in accordance with the Contract Documents.

3.4.2 The Contractor agrees to assign to the Owner at the time of final completion of the Work, all manufacturer's warranties relating to materials and labor used in the Work and further agrees to perform the Work so as to preserve all such warranties.

3.4.3 Owner's rights under Section 3.4 are in addition to all other rights or remedies which it may have under the Contract or at law or equity.

### **3.5 PERMITS, FEES AND NOTICES**

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

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

### **3.6 SUPERINTENDENT**

3.6.1 The Contractor shall employ a competent superintendent who shall be in attendance at the Project site during performance of the Work. This person shall be a superintendent who will be responsible for the satisfactory progression of the Work and to ensure that all Work is being completed in accordance with the Drawings and Specifications. He is also to relay any conflicts or discrepancies that arise in the Drawings to the Owner's representative for resolution or interpretation. The superintendent shall represent the Contractor and all communications given to the superintendent shall be as binding as if given to the Contractor.

### **3.7 RESPONSIBILITY FOR THOSE PERFORMING THE WORK**

3.7.1 The Contractor shall be responsible to the Owner for the acts and omissions of all his employees and all Subcontractors, their agents and employees and all other persons performing any of the Work under the Contract with the Contractor.

### **3.8 DRAWINGS AND SPECIFICATIONS AT THE SITE**

3.8.1 The Contractor shall maintain at the site for the Owner, one copy of all Drawings, Specifications, Addenda, approved Shop Drawings, Change Orders and other Modifications, in good order and marked to record all changes made during construction. The as-built Drawings, marked to record all changes made during construction, shall be delivered to the Owner upon completion of the Work.

### **3.9 CLEANING UP**

3.9.1 The Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by his operations. The Contractor shall not "stockpile" any material on the jobsite and all excavated material shall be hauled off the site at the time of excavation. However, stockpiling of materials delivered and used on the same day will be allowed if all materials are in place or removed at the end of the day.

3.9.2 The Contractor is responsible for securing his own project storage site which shall not be located on Owner's property without prior written consent of the Owner. After completion of the Work the Contractor shall remove all remaining waste materials and rubbish from and about the Project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all surfaces and leave the Work "broomclean" or its equivalent, except as otherwise specified.

### **3.10 INDEMNIFICATION**

3.10.1 The Contractor shall indemnify and hold harmless the Owner and its agents and employees from and against any and all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from the performance of the Work, including, but not limited to, any such claim, damage, loss or expense that is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, except to the extent that such claims, damages or losses are caused by the negligent act or omission of the Owner.

3.10.2 In any and all claims against the Owner or any of its agents or employees by any employee of the Contractor, any Subcontractor, anyone directly or indirectly employed by any one of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Paragraph 3.10 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor or any Subcontractor under Worker's Compensation acts, disability benefit acts or other employee benefit acts.

### **3.11 CASH ALLOWANCES**

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

## **ARTICLE 4**

### **SUBCONTRACTORS**

#### **4.1 DEFINITION**

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

4.1.2 Second Tier Subcontracting will not be permitted on this project. It is the Contractor's responsibility to insure that his subcontractors do not, in turn, subcontract any portion of the work.

4.1.3 Nothing contained in the Contract Documents shall create any contractual relation between the Owner and any Subcontractor.

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

4.2.1 Unless otherwise specified in the Contract Documents or in the Instructions to Bidders, the Contractor shall submit a completed and signed Subcontractor Approval Form, along with other required Bid Documents, to the Owner. Contractor shall complete and submit a Supplemental Subcontractor Approval Form to the Owner in the event of any substitution or addition of a Subcontractor by the Contractor. No work shall be performed by a Subcontractor until such Subcontractor has been approved by the Owner.

4.2.2 Contractor shall not subcontract more than seventy percent (70%) of the total Contract cost.

4.2.3 The Owner reserves the right to reject a Subcontractor, if in the Owner's sole discretion, delays may result in the performance of work as a result of Subcontractor's other obligation. The Contractor shall be held responsible, in addition to the submission of the "Subcontractor Approval Form," to apprise the Owner of any additional work which a

Subcontractor accrues throughout the duration of the project. This shall include work for the Owner under a different contract, or any other person or entity. If such said additional work shall detrimentally impact the progression of the Work under this Contract, the Owner retains the right to require the Contractor to submit a substitute Subcontractor for this work at no additional cost to the Owner.

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

4.2.5 If the Owner requires a change of any proposed Subcontractor or person or organization during the execution of the Work approved under the present Contract, the Contract Sum shall be increased or decreased by the difference in cost resulting from such change and an appropriate Change Order shall be issued.

4.2.6 The Contractor shall not make any substitution for any proposed Subcontractor or person or organization who has not been accepted by the Owner prior to the Contract Award, unless the substitution is accepted by the Owner in writing prior to such substitution.

#### **4.3 SUBCONTRACTUAL RELATIONS**

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

1. require the Work to be performed in accordance with the requirements of the Contract Documents;
2. require submission to the Contractor of applications for payment under each Subcontract to which the Contractor is a party, in reasonable time to enable the Contractor to apply for payment in accordance with Article VIII hereof;
3. require that all claims for additional costs, extensions of time, damages for delays or otherwise with respect to Subcontracted portions of the Work shall be submitted to the Contractor (via any Subcontractor) in sufficient time so that the Contractor may comply in the manner provided in the Contract Documents for like claims by the Contractor upon the Owner;
4. waive all rights the contracting parties may have against one another for damages caused by fire or other perils covered by the property insurance described in Paragraph 10.2, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee under Paragraph 10.2;
5. obligate each Subcontractor specifically to consent to the provisions of this Paragraph 4.3; and
6. require the Subcontractor to indemnify and hold harmless the Owner against all claims, damages, losses, expenses and attorneys' fees arising out of or resulting from the performance of the Work by Subcontractor, and its agents and employees, except to the extent such claims, damages or losses are caused by the negligent act or omission of the Owner.

#### **4.4 PAYMENTS TO SUBCONTRACTORS**

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

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

4.4.3 The Owner shall not have any obligation to pay or to see to the payment of any sum to any Subcontractor.

**ARTICLE 5****SEPARATE CONTRACTS****5.1 OWNER'S RIGHT TO AWARD SEPARATE CONTRACTS**

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

**5.2 MUTUAL RESPONSIBILITY OF CONTRACTORS**

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

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

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

**5.3 OWNER'S RIGHT TO CLEAN UP**

5.3.1 If a dispute arises between the separate contractors as to their responsibility for cleaning up as required by Paragraph 3.9, the Owner may clean up and charge the cost thereof to the separate contractors.

**ARTICLE 6****MISCELLANEOUS PROVISIONS****6.1 GOVERNING LAW**

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

**6.2 SUCCESSORS AND ASSIGNS**

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

**6.3 NOTICES**

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

**6.4 RIGHTS AND REMEDIES**

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

**6.5 ROYALTIES AND PATENTS**

6.5.1 The Contractor shall pay all royalties and license fees payable on all designs, processes or products used in connection with the Work or incorporated therein, unless otherwise agreed upon by the Owner. The Contractor shall defend all suits or claims for infringement of any patent rights and shall indemnify and hold the Owner harmless from and against any loss on account thereof.

**6.6 TESTS**

6.6.1 All Testing for product acceptance and associated costs shall be performed by the Owner.

6.6.2 The Owner will provide special inspection and testing services to verify the Work is performed in accordance with the Contract. The Owner will provide the Contractor with a listing of tests to be performed and approximate locations or frequency. The Contractor will be required to notify the Owner forty-eight (48) hours prior to the time the Contractor will be ready for specific tests required by the Owner.

6.6.3 All technicians who perform, or are required by the FHWA to witness, such sampling and testing shall be deemed as qualified by virtue of successfully completing the requirements of [EPG 106.18 Technician Certification Program](#), for that specific technical area. They will be identified by a certification card issued by the certifying authority. The card will note the expiration date and each certification level. Any individual who has not been qualified is not eligible to perform these functions on federal aid projects.

**6.7 PERFORMANCE AND PAYMENT BONDS**

6.7.1 The Contractor shall furnish the Performance Bond and the Payment Bond required in the Instructions to Bidders.

**6.8 SHOP DRAWINGS AND SUBMITTALS**

6.8.1 The Contractor shall submit to the Engineer, with such promptness as to cause no delay in the performance of the work, copies of design drawings, specifications, shop drawings, equipment details, installation, operating, and maintenance instructions, wiring diagrams, parts lists, etc. No purchasing, fabrication, erection, processing or shipping of the aforementioned material or equipment may begin until the drawings or details have been reviewed by the Engineer. Regardless of corrections made in or approval given to such shop drawings or equipment submittals by the Engineer, the Contractor will be responsible for the accuracy of such drawings and for their conformity to the Drawings and Specifications.

**ARTICLE 7****TIME****7.1 DEFINITIONS**

7.1.1 The Contract Time is the period of time allotted in the Contract Documents for completion of the Work. Said Work shall include all punchlist items deemed necessary by the Owner. The date of completion of the Contract shall be the date when all work including Owner punchlist items have been approved in writing by the Owner.

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

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

**7.2 PROGRESS AND COMPLETION**

7.2.1 All time limits stated in the Contract Documents are of the essence of the Contract.

7.2.2 The Contractor shall begin the Work on the date of commencement provided in the Owner-Contractor Agreement. The Contractor shall carry the Work forward expeditiously with adequate forces and shall complete it within the Contract Time and in accordance with the Construction Schedule.

**ARTICLE 8****PAYMENTS AND COMPLETION****8.1 CONTRACT SUM**

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

**8.2 APPLICATION FOR PAYMENT**

8.2.1 By 12:00 P.M. on or before the twentieth of the month, upon substantial completion of various stages of the Work, and upon final completion of the Work, the Contractor shall submit to the Owner an itemized Application for Payment pursuant to the Owner-Contractor Agreement on such forms and supported by such data substantiating the Contractor's right to payment as the Owner may require.

8.2.2 If payments are to be made on account of materials or equipment to be incorporated into the Work and delivered and suitably stored at the site, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other documents satisfactory to the Owner to establish the Owner's title to such materials or equipment or to otherwise protect the Owner's interest.

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

**8.3. PAYMENT**

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

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

**8.4 COMPLETION AND FINAL PAYMENT**

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

8.4.2 The final payment shall not become due until the Contractor submits to the Owner (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness incurred in connection with the execution and completion of the Work for which the Owner or its property might in any way be responsible, have been paid or otherwise satisfied, (2) consent of the Surety, if any, to final payment, (3) an affidavit stating the Contractor has fully complied with the provisions and requirements of the Prevailing Wage Law, Section 290.210 through 290.340 as amended by MO.Rev.Stat. 1994, and (4) if required by the Owner, other data establishing payment or satisfaction of all such obligations, such as receipts, releases and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the Owner. If any Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner indemnifying the Owner against any such lien. If any such lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

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

**ARTICLE 9****PROTECTION OF PERSONS AND PROPERTY****9.1 SAFETY PRECAUTIONS AND PROGRAMS**

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

**9.2 SAFETY OF PERSONS AND PROPERTY**

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

1. all employees on the Work and all other persons who may be affected thereby;
2. all the Work, all materials and equipment to be incorporated therein, whether in storage on or off the site, under the care, custody or control of the Contractor or any of his Subcontractors; and
3. other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

9.2.2 The Contractor shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority having jurisdiction over the safety of persons or property to protect them from damage, injury or loss. The Contractor shall erect and maintain all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying Owner and users of adjacent utilities. The Contractor shall provide signs, barrels, or any other safety devices which the Owner deems necessary for public safety. No additional payment will be made and this work shall be considered incidental to the Contract. The Owner will place safety devices as it deems necessary if the Contractor fails to provide the required items within 24 hours of notification. The Contract Sum shall be reduced by the cost of these devices.

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

9.2.4 All damage or loss to any property caused in whole or in part by the Contractor, any Subcontractor, or anyone directly or indirectly employed by anyone for whose acts they may be liable, shall be remedied by the Contractor. The Owner shall document any complaint by any person regarding damage or loss to property caused by Contractor by requesting such complainant to complete a Damage Claim Form. A copy of the Damage Claim Form shall be submitted by the Owner to the Contractor and the Contractor shall correct the problem, repair such damage or otherwise compensate the complainant or file a claim for such damage with Contractor's insurance company within ten (10) days of the receipt of the Damage Claim Form from the Owner. If the Owner shall have a legitimate basis for believing that such claim is valid, the Owner shall have the option to withhold payment of funds until (i) such damages are repaired; or (ii) the Owner has been provided with evidence that the Contractor has made restitution to the complainant.

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

**ARTICLE 10****INSURANCE****10.1 CONTRACTOR'S LIABILITY INSURANCE**

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



10.1.2 The insurance shall be written for not less than any limits of liability specified in the Owner-Contractor Agreement, or required by law, whichever is greater, and shall include contractual liability insurance as applicable to the Contractor's obligations under Paragraph 3.10.

10.1.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. Certificate of Insurance must state: **"The Town of Augusta, the Engineer (M-Engineering, LLC dba Cochran) and their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project."** These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days prior written notice has been given to the Owner.

## **10.2 PROPERTY INSURANCE**

10.2.1 Unless otherwise provided, the Contractor shall purchase and maintain property insurance upon the entire Work at the site to the full insurable value thereof. This insurance shall include the interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Work and shall insure against the perils of fire, extended coverage, vandalism and malicious mischief.

10.2.2 The Contractor shall purchase and maintain such machinery insurance as may be required by the Contract Documents or by law. This insurance shall include the interests of the Owner, the Contractor and Subcontractors in the Work.

10.2.3 Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the work. Certificates of Insurance must state on the certificate: **"The Town of Augusta, the Engineer (M-Engineering, LLC dba Cochran) and their Officers and Employees, are included as an additional insured as required by written contract under the General Liability Policy with respect to work performed by the named insured on the above listed project."** These Certificates shall contain a provision that coverage afforded under the policies will not be cancelled until at least fifteen days' prior written notice has been given to the Owner.

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

10.2.5 The Owner and Contractor waive all rights against each other for damages caused by fire or other perils to the extent covered by insurance provided under this Paragraph 10.2 and the Contract Documents, Owner-Contractor Agreement, except such rights as they may have to the proceeds of such insurance held by the Owner as trustee. The Contractor shall require similar waivers by Sub-contractors in accordance with Subparagraph 4.3.1.

## **ARTICLE 11**

### **REQUEST FOR INFORMATION**

#### **11.1 GENERAL**

##### **11.1.1 Request for Information Submittal**

1. The Contractor shall submit requests for information for conditions requiring clarification of the Contract Documents utilizing the RFI form provided by the Engineer included in the bid documents. The Engineer will not respond to requests for information unless this format is utilized and all appropriate information is provided. Faxed or emailed RFIs are acceptable.
2. Do not use Request for Information process during bidding phase. For questions during bidding phase, refer to Invitation to Bid issued by the Engineer or Owner.
  - A. Subcontractors, manufacturers, and suppliers shall submit request for additional information and clarification to the prime Contractor. The Contractor shall then submit to the Engineer as provided in this section.
  - B. Contractor shall contact the Engineer, as applicable, with requests for additional information or clarification. The Engineer will not accept requests for information or clarification submitted directly from subcontractors, manufacturers, or suppliers.

- C. The Engineer will provide a response to Contractor within three (3) working days of receipt of the RFI submitted per this section.
- D. The Engineer response shall not be considered as a Change Order or Change Directive, nor does it authorize changes in the Contract Sum or Contract Time.

## **ARTICLE 12**

### **CHANGES IN THE WORK**

#### **12.1 CHANGE ORDERS**

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

12.1.2 A Change Order is a written order to the Contractor signed by the Owner, issued after the execution of the Contract, authorizing a change in the Work or an adjustment in the Contract Sum or the Construction Schedule. The Contract Sum and the Contract Time may be changed only by Change Order. The Contractor shall receive no compensation or extension of time for performing any additional or extra work unless Contractor receives a written Change Order or other written direction signed by the Owner before performing such work.

12.1.3 The cost or credit to the Owner resulting from a change in the Work shall be determined in accordance with the Owner-Contractor Agreement.

#### **12.2 MINOR CHANGES IN THE WORK**

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

#### **12.3 CLAIMS AND DISPUTES**

12.3.1 If the Contractor wishes to make a claim for an increase in the Contract Sum, he shall give the Owner written notice thereof within seven (7) days after the occurrence of the event-giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the Work. No such claim shall be valid unless so made. If the Owner and the Contractor cannot agree on the amount of the adjustment in the Contract Sum, it shall be determined in accordance with Paragraph 12.3.5. Any change in the Contract Sum resulting from such claim shall be authorized by Change Order.

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

12.3.3 If conditions are encountered at the site which are subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents, then the Contractor shall give written notice thereof to the Owner before the conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The Owner will promptly investigate such conditions and, if they differ materially from those indicated in the Contract Documents and cause an increase or decrease in the Contractor's cost of or time required for performance of the Work, will adjust the Contract Sum or the Contract Time, or both. If the Owner and the Contractor cannot agree on the amount of the adjustment to the Contract Sum or the Contract Time, it shall be determined in accordance with Paragraph 12.3.5.

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

**12.3.5**

- a. All claims, counterclaims, disputes and other matters in question between the parties hereto arising out of or relating to this Agreement or the breach thereof will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate will be specifically enforceable under the prevailing law of any court having jurisdiction. The location of the arbitration will be Saint Charles County, Missouri.
- b. Notice of demand for arbitration must be filed in writing with the other party to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in questions has arisen. In no event may the demand for arbitration be made after the date when institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.
- c. No arbitration arising out or related to this Agreement shall include, by joinder, consolidation or other manner, any person not a party to this Agreement.
- d. The award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modification or appeal except to the extent permitted by Sections 10 and 11 of the Federal Arbitration Act (9 U. S. C. Sections 10 and 11).
- e. Unless otherwise agreed in writing, Contractor shall carry on the Work and maintain its progress during any arbitration proceedings, and the Owner shall continue to make payments to Contractor in accordance with this Agreement. This Paragraph 12.3.5 shall survive completion or termination of this Agreement.
- f. Prior to the exercise of any rights or remedies described in this Paragraph, Owner and Contractor agree that if any claim or dispute arising out of this Agreement or the breach cannot be settled through direct discussions, they agree to first endeavor to settle the claim or dispute by mediation under the Construction Industry Mediation Rules of the American Arbitration Association then in effect.

**ARTICLE 13****UNCOVERING AND CORRECTION OF WORK****13.1 UNCOVERING OF WORK**

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

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

**13.2 CORRECTION OF WORK**

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

13.2.2 All such defective or non-conforming Work under Subparagraphs 13.2.1 shall be removed from the site if necessary, and the Work shall be corrected to comply with the Contract Documents without additional cost to the Owner.

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

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

**13.3 ACCEPTANCE OF DEFECTIVE OR NON-CONFORMING WORK**

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

**ARTICLE 14****SPECIAL PROVISIONS****14.1 SCHEDULING OF WORK AND INTERFERENCE WITH TRAFFIC**

14.1.1 The Contractor's Work must be scheduled and accomplished in stages such that local traffic is maintained during construction. It shall be the Contractor's responsibility to provide a traffic way that is usable in all weather conditions. The Contractor shall construct and maintain, in a safe condition, temporary pavements and connections for local traffic.

14.1.2 Temporary guardrail, or other suitable temporary barriers shall be provided to protect traffic from the Work at all times until final acceptance of the Work. The Contractor shall provide and maintain such signs, lights, watchmen and barriers, in addition to the temporary guardrail, as may be necessary to properly protect the Work and provide for safe and convenient public travel.

14.1.3 No additional payment shall be made for temporary guardrail, barriers, signs, lights, or other work as may be necessary to maintain traffic and to protect the Work and the public and all labor, equipment and material necessary to accomplish this task shall be considered incidental.

**14.2 ACCESS**

14.2.1 Areas of intersections and roadways within the construction limits shall be constructed in phases so that at no time will access be denied.

14.2.2 Access to private driveways will be limited by the nature of the Work. The Contractor shall schedule his work such that at no time during the life of this Contract will any driveway be denied access for any reason other than the curing of the pavement

All temporary materials used for access will be the responsibility of the Contractor and shall be included in his unit bid price for each related item. No separate payment will be made for the placement, maintenance or removal of said access.

If said access is not supplied as set out above, the Owner will supply said access with its own forces, without notification to the Contractor, and will deduct such costs from the sums due the Contractor, notwithstanding any other provisions given this Contract. Wherever excavation affects pedestrian access to houses or public buildings, plank or other suitable bridges shall be placed at convenient intervals.

**14.3 PRECONSTRUCTION CONFERENCE**

14.3.1 A preconstruction conference may be held prior to the issuance of a Notice to Proceed with the Work. This meeting will be attended by the Contractor, the Owner, and representatives of the various utility companies that have facilities in the project area. The meeting date will be established after the taking of bids and at a time convenient to all parties.

**14.4 SEQUENCE OF WORK**

14.4.1 A schedule of the Contractor's Work shall be submitted to the Owner for approval as required under Article V of the Owner-Contractor Agreement. It shall contain a listing of the order in which the Contract items will be constructed and the approximate dates for starting and finishing each Contract item.

14.4.2 The Contractor shall furnish the Owner his proposed sequence and schedule for the completion of all Work for their review and approval prior to the time of the preconstruction conference. The Owner shall have the right to specify the order of construction as deemed necessary.

**14.5 CONSTRUCTION LIMITS**

14.5.1 The construction limits consist of the public rights-of-way and acquired easement areas. The Contractor shall limit his operations accordingly. The Contractor shall acquire the property owners' permission for any activity outside the public right-of-way or easement areas.

**14.6 ALTERED QUANTITIES**

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

14.6.2 The Contractor shall accept, as payment in full, payment at the original Contract unit bid prices for the accepted quantities of work done. No allowance will be made for any increase expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. No allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment which was not used.

**14.7 ADDITIONS TO CONTRACT**

14.7.1 Unit prices in this Contract may be used to negotiate a Change Order for additional work involving similar projects.

**14.8 PURCHASE OF MATERIALS AND EQUIPMENT**

14.8.1 Sales to contractors who purchase construction materials and supplies to fulfill their contracts for exempt organizations are not subject to sales tax provided the exempt organizations furnish a copy of their current Exemption Letter and a project Exemption Certificate to the contractor authorizing the purchases for the project. The exempt organization may monitor all supplies purchased, used, and consumed in fulfilling the project.

14.8.2 A project Exemption Certificate shall include, but may not be limited to, the following:

1. The exempt entity's name, address, Missouri Tax Identification Number and signature of authorized representative of the exempt entity;
2. The project location, description and unique identification number;
3. Date the Contract is entered into;
4. The estimated project completion date; and
5. The certificate expiration date.

14.8.3 Contractors must provide a copy of the exempt organization's Exemption Letter and the project Exemption Certificate to suppliers when purchasing materials and supplies to be consumed in the project.

14.8.4 Contractors are not exempt from sales tax on the purchase of machinery, equipment or tools used in fulfilling these contracts.

14.8.5 Suppliers shall render to the Contractor invoices bearing the name of the exempt organization and the project identification number. These invoices must be retained by the purchasing Contractor for a period of five (5) years.

14.8.6 Contractors must file a sales tax return for all excess resalable materials and supplies which are not returned to the supplier. This return must be filed and paid not later than the due date of the Contractor's sales tax return following the month in which the contractor determines that the materials were not used in the project.

14.8.7 An exempt organization that fails to revise the project Exemption Certificate expiration date as necessary to complete any Work required by the Contract will be liable for any sales tax due as determined by an audit of the Contractor.

**14.9 TESTING**

14.9.1 Materials Testing and Inspection Service: Owner may employ and pay for a qualified independent materials and geotechnical testing laboratory to perform testing and inspection service during construction operations. Contractor shall coordinate all Work and cooperate to allow for testing procedures as required by the Owner.

**14.10 TECHNICAL SPECIFICATIONS**

14.10.1 Where the term "Standard Specifications" is used, such reference shall mean the 2023 edition of the Missouri Standard Specifications for Highway Construction, except as otherwise provided in the contract documents. Where reference is made to a specific part of the Standard Specifications, such applicable part shall be considered as part of this Section of the Specifications. In case of conflict in the requirements of the Standard Specifications and the requirements stated herein, the requirements here shall prevail. The QA/QC testing requirements are waived for this project.

**14.11 INSPECTION BY MoDOT AND FHWA**

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

**14.12 CONSTRUCTION STAKING**

14.12.1 The Contractor shall be responsible for construction staking on this project.

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**SECTION 1000 - COORDINATION AND SITE CONDITIONS****1. GENERAL**

- A. Requirements for coordinating and sequencing the work under the Contract and requirements regarding existing site conditions.

**2. SITE CONDITIONS**

A. Information on Site Conditions:

1. General: Information obtained by the Owner regarding site conditions, topography and subsurface information obtained by the Engineer's investigation of surface and subsurface conditions, shall be considered part of the Contract Documents. Neither the Engineer nor the Owner assumes any responsibility for its accuracy or completeness or for the Contractor's interpretation of such information.
2. Existing Elevations: Elevations are expected to vary  $\pm 0.1$  feet from the elevations shown. The Contractor shall verify existing elevations prior to start of new work.

B. Existing Utilities and Facilities:

1. Location:

- a. Known utilities and facilities adjacent to or within the work area are shown on the Drawings. The locations shown are taken from existing records and the best information available from existing utility plans; however, it is expected that there may be some discrepancies and omissions in the locations and quantities shown. Those shown are for the convenience of the Contractor only, and no responsibility is assumed by either the Owner or the Engineer for their accuracy or completeness. Contractor's request for additional compensation or Contract time resulting from encountering utilities not shown will be considered incidental to the contract. Excessive delays that affect the "critical path" of project scheduling shall be considered for contract time extensions and additional compensation. This decision shall be made by the Owner.
- b. Contractor shall exercise reasonable care to verify locations of utilities and facilities shown on the drawings and to determine the presence of those not shown. Immediate and adjacent areas where excavations are to be made shall be thoroughly checked by visual examination for indications of underground facilities, and also checked with electronic metal and pipe detection equipment. Where there is reasonable cause to verify the presence or absence of an underground facility, make exploratory excavations prior to proceeding with major excavation in the area.
- c. Contractor shall call 1-800-344-7483 (Missouri One Call) and 314-340-4100 (MoDOT) for location of underground utilities prior to beginning any excavation work on this project.

2. Preconstruction Survey and Monitoring:

- a. After the Contract is awarded and before starting the work, the Contractor shall perform a preconstruction survey of the site. Make a thorough examination, providing color photographs, and a color video in a format approved by the Owner and Engineer of all existing buildings, structures and other improvements which might be damaged by the Contractor's operations. The examination shall be made jointly by representatives of the Contractor, the Owner and the Engineer. The scope of the examination and photographs shall include cracks in structures, settlement, leakage, and similar conditions. The Contractor shall be responsible for all documentation, including videocassettes, photos, etc.
- b. The Contractor shall establish vertical and horizontal survey control points from the initial base survey control provided by the Engineer on all structures and improvements located in the vicinity of the work prior to beginning work and shall periodically check the points for movements. The Contractor shall furnish the Engineer with copies of the survey notes for each survey and a copy of the layout of the survey control points.
- c. Records of all observations shall be prepared in triplicate by the Contractor. Two copies of each document and photograph and one copy of the video shall be provided to the Engineer.



- d. The above records and photographs are intended for use as evidence in ascertaining the extent of any damage, which may occur as a result of the Contractor's operations and are for the protection of the Contractor and the Owner. The records will provide a means of determining whether and to what extent damage may have occurred as a result of the Contractor's operations. The records will also be utilized to guide the restoration phase of this project.
3. Contractor's Responsibilities:
    - a. Contractor shall call 1-800-344-7483 (Missouri One Call) and 314-340-4100 (MoDOT) for location of underground utilities prior to beginning any excavation work on this project.
    - b. Where Contractor's operations could cause damage or inconvenience to railway, telegraph, telephone, television, power, oil, gas, water, sewer, or irrigation systems, the Contractor shall make arrangements necessary for the protection of these utilities and services. Replace existing utilities removed or damaged during construction, unless otherwise provided for in these Contract Documents.
    - c. Notify utility offices that are affected by construction operations at least 72 hours in advance. Under no circumstances expose any utility without first obtaining permission from the appropriate agency. Once permission has been granted, locate, expose, and provide temporary support for the utilities.
    - d. Contractor shall be solely and directly responsible to Owner and operator of such properties for damage, injury, expense, loss, inconvenience, delay, suits, actions, or claims of any character brought because of injuries or damage which may result from construction operations under this Contract.
    - e. Neither Owner nor its officers or agents shall be responsible to Contractor for damages as a result of Contractor's failure to protect utilities encountered in the work.
    - f. In event of interruption to domestic water, sewer, storm drain, or other utility services as a result of accidental damage due to construction operations, promptly notify the proper authority. Cooperate with said authority in restoration as promptly as possible and pay for repair. Prevent interruption of utility service unless granted by the utility owner.
    - g. In the event Contractor encounters water service lines that interfere with trenching, obtain prior approval of the water utility, cut the service, dig through, and restore service to previous conditions using equal materials.
  - C. Interfering Structures:
    1. Take necessary precautions to prevent damage to existing structures whether on the surface, aboveground, or underground. An attempt has been made to show major structures on the drawings. While the information has been compiled from the best available sources, its completeness and accuracy cannot be guaranteed.
    2. Protect existing structures from damage, whether or not they lie within limits of easements obtained by the Owner. Where existing fences, gates, barns, sheds, buildings, or other structure must be removed to properly carry out work, or are damaged during the work, restore them to original condition and to the satisfaction of property Owner.
    3. Contractor may remove and replace in equal or better than original condition, to the Owner's satisfaction, small structures such as fences, and signposts that interfere with Contractor's operations, with the prior notification and approval of the Owner.
  - D. Connecting to Existing Facilities: Unless otherwise shown or specified, determine methods of connecting new work to existing facilities, and obtain Engineer's review and acceptance of proposed connections prior to initiation of work.
    1. Determine location, elevation, nature, materials, dimensions, and configurations of existing facilities where necessary for connecting new work.

2. Inspect existing record drawings and shop drawings, conduct exploratory excavations and field inspections, and conduct similar activities as needed.
3. Shutdown of Owner's existing facility prior to connection, if necessary, shall be by Owner or as specified.
4. Prior to beginning connection work, the Contractor shall meet the notice requirements specified herein.

### 3. PROJECT MEETINGS

- A. Preconstruction Conference: See Section 1200, PROGRESS SCHEDULES.
- B. Progress Meetings: Engineer will schedule regular progress meetings to review work progress, schedules, and other matters needing discussion and resolution. See Section 1200, PROGRESS SCHEDULES for details on progress meetings.
- C. Coordination Meetings: The Engineer will conduct weekly coordination meetings between the Contractor, Owner, and the Engineer for the purposes of discussing and resolving various project elements requiring interface or coordination with the Owner's treatment.
  1. Schedule and conduct activities to enable existing facilities to operate continuously, unless otherwise specified.
- D. Time of Work: No work shall be done between 7:00 p.m. and 7:00 a.m., or on Sundays or legal holidays, without prior approval of the Owner. However, maintenance or emergency work during these hours may be done without prior permission.
- E. Overtime Notice: If Contractor for convenience should desire to carry on work at night or outside regular hours, submit written notice to the Engineer and allow ample time for satisfactory arrangements to be made for inspecting work in progress.

### 4. PAYMENT

- A. General:
  1. Payment for work in this section will be considered as incidental to the contract.
  2. Any extension of contract time that may be granted by the Owner will not of itself constitute a claim for additional payment for work under this section.

**END SECTION 1000**

**SECTION 1100 – SUBMITTALS****1. GENERAL**

- A. Requirements and procedures necessary for scheduling, preparation, and submission of submittals.
- B. Individual specifications sections in these Contract Documents contain additional and special submittal requirements.

**2. SUBMITTAL PROCEDURES**

- A. Owner reserves the right to modify the procedures and requirements for submittals, as necessary to accomplish the specific purpose of each submittal. Direct inquiries to Engineer regarding the procedure, purpose, or extent of any submittal.
- B. Review, acceptance, or approval of substitutions, schedules, shop drawings, lists of materials, and procedures submitted or requested by Contractor shall not add to the Contract amount, and additional costs, which may result therefrom, shall be solely the obligation of Contractor.
- C. Owner is not precluded, by virtue of review, acceptance, or approval, from obtaining a credit for construction savings resulting from allowed concessions in the work or materials therefore.
- D. Owner is not responsible to provide engineering or other services to protect Contractor from additional costs accruing from such approvals.
- E. The Contractor shall submit four (4) copies of all technical shop drawings unless otherwise indicated.

**3. ADMINISTRATIVE SUBMITTALS**

- A. Provide administrative submittals required by the Instructions to Bidders, General Conditions, and as may be specifically required in other parts of the Contract Documents.

**4. SCHEDULES**

- A. General:
  - 1. Submit estimated progress schedule and preliminary schedule of submittals to Engineer.
  - 2. Revise and resubmit as specified, and identify all changes made from previous schedule submittal.
- B. Progress Schedule: See Section 1200, PROGRESS SCHEDULES for requirements.
- C. Schedule of Submittals:
  - 1. Submit Preliminary and Finalized Schedules of Submittals, in triplicate to the Engineer. Preliminary Schedule of Submittals shall be submitted within 10 days after the date of Notice to Proceed. The Finalized Schedule of Submittals shall be submitted no later than 10 days after the Contractor receives the Engineer's review comments on the Preliminary Schedule of Submittals.
  - 2. Preliminary Schedule of Submittals: Indicate submittals required by specification section number with brief description, starting and completion dates for respective submittal preparation, and submittal review by Engineer.
  - 3. Finalized Schedule of Submittals: Furnish sub network to the progress schedule indicating respective progress schedule activity, which sequentially follows the submittal activity.

## 5. SHOP DRAWINGS

### A. General:

1. Shop drawings, as defined herein, consist of all drawings, diagrams, illustrations, schedules, and other data which are specifically prepared by or for the Contractor to illustrate some portion of the work; and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams, and other information prepared by a manufacturer and submitted by Contractor to illustrate material or equipment for distinct portions of the work. The Contractor shall submit, as applicable, the following for all prefabricated or manufactured structural, mechanical, electrical, plumbing, process systems, and equipment:
  - a. Shop drawings or equipment drawings, including dimensions, size and location of connections to other work, and weight of equipment.
  - b. Catalog information and cuts.
  - c. Wiring and control diagrams of systems and equipment.
  - d. Complete manufacturer's specifications, including materials description and paint system.
  - e. Suggested spare parts list with current price information.
  - f. List of special tools required for checking, testing, parts replacement, and maintenance (special tools are those which have been specifically designed or adapted for use on parts of the equipment, and which are not customarily and routinely carried by maintenance mechanics).
  - g. List of special tools furnished with the equipment.
  - h. List of materials and supplies furnished with the equipment.
  - i. Samples of finish colors for selection.
  - j. Special handling and lubrication instructions.
  - k. Requirements for storage and protection prior to installation.
  - l. Requirements for installation and recommended installation procedures.
  - m. List of all spare parts and tools that shall be provided to the Owner.
2. Submittal of incomplete or unchecked shop drawings will not be acceptable. Shop drawing submittals, which do not clearly show Contractor's review stamp or specific written indication of Contractor review will be returned to Contractor for resubmission.
3. Submittal of shop drawings not required under these Contract Documents and not shown on the schedule of submittals will be returned to Contractor unreviewed and unstamped by Engineer.
4. Shop drawing submittals processed by Engineer do not become Contract Documents and are not Change Orders; the purpose of shop drawing review is to establish a reporting procedure and is intended for Contractor's convenience in organizing the work and to permit Engineer to monitor Contractor's progress and understanding of the design.
5. Delays caused by the need for resubmittal shall not constitute basis for claim.
6. Each submittal will receive up to two reviews by the Engineer at no cost to the Contractor. If a given submittal fails to reach a completed status (reviewed and marked "No Exceptions Taken" or "Make Corrections Noted") on the second submittal, the Contractor shall have the costs associated with further reviews by the Engineer deducted from the contract amount. These costs will be computed based on the Engineer's actual direct labor costs, indirect labor costs, plus profit.

7. Sequentially number the transmittal forms; resubmittals to have original number with an alphabetic suffix.
  8. Identify project, Contractor, specification section number, pertinent drawing sheet and detail number(s), products, units and assemblies, and the system or equipment identification or tag number as shown.
  9. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with requirements of the Contract Documents.
  10. Transmit submittals in accordance with finalized schedule of submittals, and deliver to:  
Cochran  
8 East Main Street  
Wentzville, Missouri 63385
  11. Provide space for Engineer review stamp.
  12. Revise and resubmit submittals as required; identify all changes made since previous submittal.
  13. Submittals will be acted upon by Engineer and transmitted to Contractor not later than 10 working days after receipt by Engineer.
  14. When shop drawings have been reviewed by Engineer, two copies will be returned to Contractor appropriately annotated. When required by the Engineer's review comments, correct and resubmit the shop drawings in the same manner and quantity as specified for the original submittal.
  15. If major changes or corrections are necessary, shop drawings may be rejected and one set will be returned to Contractor with general direction on the requirements of a reviewable submittal.
- B. Material and Equipment Colors: Engineer will provide a schedule of selected colors within 30 days after approval of submittals and after receiving samples of the manufacturers' standard colors for those items requiring Owner's selection.

6. SAMPLES AND TEST SPECIMENS

- A. Where required in the specifications, and as determined necessary by Engineer, submit test specimens or samples of materials, appliances, and fittings to be used or offered for use in connection with the work. Include information as to their sources, prepay cartage charges, and submit such quantities and sizes for proper examination and tests to establish the quality or equality thereof, as applicable.
- B. Submit samples and test specimens in ample time to enable Engineer to make tests or examinations necessary, without delay to the work.
- C. Submit additional samples required by Engineer to ensure equality with the original approved sample and/or for determination of specification compliance.
- D. Tests required by the specifications to be performed by an independent laboratory shall be made by a laboratory licensed or certified in accordance with state statutes.
  1. Submit certified test results of specified tests in duplicate to Engineer.
- E. Samples and laboratory services shall be at the expense of Contractor and included in the prices bid for the associated work.
- F. Approved sample items (fixtures, hardware, etc.) may be incorporated into the work upon approval and when no longer needed by Engineer for reference.

## 7. QUALITY CONTROL SUBMITTALS

- A. Manufacturers' Certificate(s): Where Manufacturers' Certificate(s) are required in the specifications, the manufacturer shall provide certification stating the following:
1. The product or system has been installed in accordance with the manufacturer's recommendations.
  2. The product or system has been inspected by a manufacturer's authorized representative.
  3. Applicable safety equipment has been properly installed.
  4. Proper electrical and mechanical connections have been made.
  5. Proper adjustments have been made and the product or system is ready for functional testing and operation.
- B. Certification and Compliance:
1. Where specified, furnish certification of compliance for products specified to a recognized standard or code prior to the use of such products in the work.
    - a. Engineer may permit use of certain materials or assemblies prior to sampling and testing if accompanied by a certification of compliance.
    - b. Certifications shall be signed by the manufacturer of the product; state that the components involved comply in all respects with the requirements of the specifications.
    - c. Furnish certification of compliance with each lot delivered to the jobsite and clearly identify the lot so certified.
  2. Products used on the basis of a certification of compliance may be sampled and tested at any time. The fact that a product is used on the basis of a certification of compliance shall not relieve Contractor of responsibility for incorporating products in the work, which conforms to requirements of the Contract Documents. Products not conforming to such requirements will be subject to rejection whether in-place or not.
  3. Engineer reserves the right to refuse permission for use of products on the basis of a certification of compliance.
- C. Functional Test Certification: Where functional testing is specified for certain equipment, Contractor (as applicable to the equipment furnished) shall state in writing that:
1. Necessary electrical and piping systems have been successfully tested.
  2. In completing the recommended spare parts list portion of the Equipment Data Form, the data provided in the "Part No." and "Description" columns shall be consistent with the terminology used in the equipment manufacturer's Bill of Material/Parts List provided with the O & M Manuals. Spare parts provided by this Contract must be identified by placing two asterisks after the part number. The term "Unit" is the unit of measure for ordering the part, e.g. each, lot of 3, box of 100, etc. The term "Quantity" is the number of units recommended. The term "Unit Cost" is the purchase price of a unit at the time the Equipment Data Form is completed.

## 8. CONTRACT CLOSEOUT SUBMITTALS

- A. Record Drawings:
1. Submit complete sets of reproducible final shop drawings before, or at the time of, delivery of equipment to the site.
  2. Submit complete set of "As-Built" drawings recording all changes made during construction. "As-Built" drawings shall be reproducible and in good condition.

## B. O &amp; M Manuals:

1. Submit final revised O & M Manual incorporating field testing results and additional instructions deemed necessary by Engineer after testing and startup.
2. Revise and resubmit manuals, or portions of manuals, found to be missing or incomplete from Engineer's punch list.

9. CONSTRUCTION PHOTOGRAPHS

- A. The Owner and/or his authorized agents will take construction progress photographs as the work progresses. The Contractor will be advised of the Owner's schedule and may accompany the Owner's photographer. One copy of the construction progress photographs will be provided to the Contractor upon request. The Owner/Engineer reserves all rights to take other photographs and videotapes of the construction work.

10. PAYMENT

## A. General:

1. Payment for work in this section will be considered as incidental to the contract.
2. Any extension of contract time that may be granted by the Owner will not of itself constitute a claim for additional payment for work under this section.

**END SECTION 1100**

**SECTION 1200 - PROGRESS SCHEDULES****1. GENERAL**

- A. Detailed scheduling requirements and procedures including preparation and overall schedule.
- B. Preconstruction conference requirements.
- C. Monthly progress report requirements.

**2. SUBMITTALS**

- A. Submit the following items as specified in this section:

- 1. Overall schedule
- 2. Network diagrams
- 3. Progress reports
- 4. Cash flow summary

**3. PROGRESS OF THE WORK**

- A. General:

- 1. Execute work with such progress as necessary to prevent delay to the overall completion of the project.
- 2. Execute work at such times and on such parts of the project, and with such forces, materials, and equipment, to assure completion in the time established by the Contract.

**4. PRECONSTRUCTION CONFERENCE**

- A. A preconstruction conference shall be held as soon as possible after the award of the Contract but before the Notice to Proceed. Contractor shall meet with Owner and Engineer for discussion of scheduling requirements, procedures for handling shop drawings and other submittals, processing application for payment, and establishing a working understanding among the parties. The conference shall be held at the jobsite or at a location selected by the Owner. The conference shall be attended by:

- 1. Contractor's office representative.
- 2. Contractor's general superintendent.
- 3. Subcontractor's representative whom Contractor may desire or Engineer may request to attend.
- 4. Engineer's representative.
- 5. Owner's representative.
- 6. Representative of utility companies.

**5. OVERALL SCHEDULE**

- A. General:

- 1. Contractor shall prepare and submit, within 10 days after the award of Contract, an Overall Schedule comprised of all construction operations in connection with the Contract.
- 2. Overall Schedule shall indicate the sequence of work, by phase and by station, and the time of starting and completion of each activity. Activities shall include, but not be limited to, the following items as they pertain to the Contract.
  - a. Each subcontractor's items of work.



- b. Shop drawing submittal from Contractor, checking and coordination, submittal to the Engineer, review, and return to Contractor.
    - c. Material and equipment order, manufacture, delivery, installation, and checkout.
    - d. Move in and site preparation.
    - e. Concrete placement sequence.
    - f. Backfilling, grading, seeding, paving, etc.
    - g. Electrical activities.
    - h. Plumbing and piping activities.
    - i. Final cleaning.
    - j. Allowable for inclement weather.
  3. The Overall Schedule shall show all stipulated milestone dates, constraints, substantial completion and final completion dates.
- B. Network Diagram:
1. The Contractor shall submit a time-scaled network diagram as part of the Overall Schedule. Draw or print the network diagram on reproducible paper, not larger than 24 inches by 36 inches, and show the sequence and interdependence of activities required for complete performance of all items of work.
  2. Produce a legible and accurate diagram. Group activities related to a specific physical area of the project for ease of understanding and simplification. Label each activity with a complete description as well as estimated duration in working days.
  3. Activity durations shall not be less than 1 day or more than 30 working days, unless otherwise approved by the Engineer, except for Engineer's submittal review and material and equipment fabrication/delivery.
  4. Indicate critical path of activities on the network diagram.
  5. Contractor(s) shall not be permitted to sequester shared float through such strategies as extending duration estimates to consume available float time, extensive crew/resource sequencing, etc.
- C. Schedule Reports:
1. Prepare schedule listings of the information in the network diagram in tabular format, sorted according to:
    - a. Early-start, within responsibility.
    - b. Early-start.
    - c. Activity number sequence.
    - d. Activity number sequence with predecessor and successor activity.
  2. Schedule listings shall show activity numbers, description, responsibility, total duration in workdays, percent complete, early-start date, late-start date, early-finish date, and total float for each activity in the network diagram.
  3. Overall Schedule and subsequent revisions shall reflect actual progress of the project to within 5 working days prior to submittal. The Contractor shall sign and submit three copies of the initial Overall Schedule and each revision.

4. If initial submittal or a subsequent revision does not meet the requirements specified, Contractor shall revise the Overall Schedule and resubmit until it is acceptable to the Engineer. Failure to submit and adequately update the Overall Schedule, including network diagram and schedule reports, will be considered cause for withholding partial payments otherwise due under the Contract.

D. Progress Reports:

1. Once each month on a date mutually agreed upon by the Contractor, Owner and Engineer, a jobsite progress meeting will be held at which time the schedule will be reviewed. Immediately prior to the meeting, Contractor shall obtain the necessary information to update the Overall Schedule to reflect progress to date. Furnish sufficient copies of the updated schedule at the meeting for review.
2. In updating the schedule, progress will be reviewed:
  - a. To identify those activities started and completed during the previous period.
  - b. For remaining duration, from the date of update, required to complete each activity started but not completed.
  - c. For review of remaining durations for selected activities not yet started.
  - d. For addition of Change Orders and proposed sequencing changes to the network diagram and schedule listings.
3. At least once each month, and utilizing data accumulated during the previous joint Owner-Engineer-Contractor reviews, the Contractor shall revise the network diagram and the Overall Schedule and generate updated schedule reports. Also, revise and submit the network diagram and schedule reports when one of the following conditions occur:
  - a. Delay in completion of a work item or sequence of work items causes an estimated extension of project completion by 15 or more working days.
  - b. Delays in submittals, deliveries, or work stoppages are encountered which require replanning rescheduling of work.
  - c. Schedule no longer represents actual prosecution and progress of work.
4. Whenever revised scheduling documents are submitted, they shall be accompanied by a written Narrative Report which shall:
  - a. Describe amount of progress since the last revision in terms of activities started, continuing, and completed.
  - b. Describe problem areas, current and anticipated delay factors, and their estimated impact on performance of other activities and completion dates.
  - c. Explain corrective action taken or proposed.

E. Correcting Delays:

1. If at any time during the project the Contractor fails to complete an activity by its latest scheduled completion date, which late completion will impact the end date of the work part of the Contract completion date, submit within 7 calendar days plans to reorganize the work force to return to the current schedule.
2. The Owner may require Contractor to add construction forces, as well as increase working hours, if operations fall behind schedule at any time.
3. Addition of equipment or construction forces, increasing working hours, or other method, manner, or procedure to return to the contractually required completion date will not be justification for Contract modification.

4. Contractor shall plan, schedule, and coordinate construction operations and activities in a manner that will facilitate progress of work.

6. CASH FLOW

- A. Contractor shall submit a cash flow summary with the initial Overall Schedule submittal and each monthly update. Cash flow summary shall be based on the submitted Overall Schedule and equal in total the Contractor's bid plus approved Contract modifications. Include expected payment requests for each month, as well as cumulative payment requests to date after deducting retainage. Failure to submit and adequately update an acceptable cash flow summary will be considered cause for withholding partial payments otherwise due under the Contract.

7. PAYMENT

- A. General:
  1. Payment for work in this Section will be considered incidental to the contract.
  2. Any extension of contract time that may be granted by the Owner will not of itself constitute a claim for additional payment for work under this section.

**END SECTION 1200**

**SECTION 1300 - PRODUCT SHIPMENT, HANDLING, STORAGE & PROTECTION****1. GENERAL**

- A. Requirements and procedures for work necessary for shipment handling, storage, and protection of material and equipment products.

**2. SUBMITTALS**

- A. Contractor shall submit the following:
  - 1. Assembly instructions for parts shipped unassembled.
  - 2. Manufacturer's instructions for unloading, handling, storage, and protection prior to installation, with each shipment of each product type.
  - 3. Copy of manufacturer's notice of shipment for products critical to project schedule.
  - 4. Statements of new products delivered each week.
  - 5. Documentation of products in storage, submitted with each progress payment request.

**3. PREPARATION FOR SHIPMENT**

- A. When practical, products shall be factory assembled.
  - 1. Furnish assembly instructions for parts and assemblies that are shipped unassembled.
  - 2. Mark or tag the separate parts and assemblies for field assembly.
  - 3. Cover machined and unpainted parts that may be damaged by the elements with a strippable protective coating.
- B. Package or crate products to provide protection from damage during shipping, handling, and storage.
  - 1. Mark or tag outside of each package or crate to indicate its purchase order number, bill of lading number, contents by name, name of project and Contractor, equipment number, and approximate weight.
- C. Mark spare parts and special tools to identify the associated products by name, equipment, and part number. Package parts for protection against damage from the elements during shipping, handling, and storage. Ship in boxes or containers marked to indicate the contents and as stated above. Deliver spare parts and special tools before the associated equipment is scheduled for the initial test run.
- D. Where specified for specific product, factory test results shall be reviewed and accepted before such product is shipped.

**4. RECEIVING, INSPECTION, AND UNLOADING**

- A. Contractor shall record the receipt of products at the jobsite.
- B. Upon receipt of products at the jobsite, Contractor shall inspect for completeness and evidence of damage during shipment.
  - 1. Owner or Engineer and manufacturer's representative may be present for inspection.
  - 2. Should there appear to be damage, notify the Engineer immediately and inform the manufacturers and the transportation company.
  - 3. Expedite replacement of damaged, incomplete, or lost items.

- C. After completion of inspection, unload products in accordance with manufacturer's instructions for unloading, or as specified. Do not unload damaged or incomplete products to be returned to manufacturer for replacement, except as necessary to expedite return shipment.

5. HANDLING, STORAGE, AND MAINTENANCE

- A. Handle products in accordance with the manufacturer's written recommendations, and in a manner to prevent damage.
- B. Store products prior to installation as recommended by the manufacturer.
  - 1. Store products such as pipe, fittings and reinforcing steel off the ground in approved storage yards.
  - 2. Store items subject to damage by the elements, vandalism, or theft in secure buildings.
  - 3. Provide environmentally controlled storage facilities for items requiring environmental control for protection.
- C. Provide manufacturer's recommended maintenance during storage, installation, and until products are accepted for use by Owner.

6. PAYMENT

- A. General:
  - 1. Payment for work in this section will be considered as incidental to the contract.
  - 2. Any extension of contract time that may be granted by the Owner will not of itself constitute a claim for additional payment for work under this section.

**END SECTION 1300**

**SECTION 1400 - CONTRACT CLOSEOUT****1. GENERAL**

- A. Procedures to be followed in closing out the Contract.

**2. FINAL SUBMITTALS**

- A. No Contract will be finalized until all of the following have been submitted as required in Section 1100, SUBMITTALS:
1. Prevailing Wage Affidavits from Prime Contractor and all Subcontractors.
  2. Affidavit regarding settlement of claims from Prime Contractor and all Subcontractors.
  3. Release from Bonding Companies
  4. Final shop drawings.
  5. Record drawings.
  6. Operation and Maintenance Manuals.
  7. Manufacturer's certification of proper installation.
  8. Material certification for each item provided stating that it meets the requirements of the Specifications.
  9. "As-builts" as specified in the project specifications.
- B. No Contract will be finalized until all guarantees, bonds, certifications, licenses, and affidavits required for work or equipment as specified are satisfactorily filed with the Engineer and Owner.

**3. RELEASE OF LIENS OR CLAIMS**

- A. No Contract will be finalized until satisfactory evidence of release of liens has been submitted to Owner as required by the General Conditions.

**4. PRODUCTS**

(Not Used)

**5. EXECUTION**

- A. FINAL CLEANING. At completion of work and immediately prior to final inspection, clean entire project according to the following provisions:
1. Clean, sweep, wash, and polish work and equipment provided under the Contract, including finishes. Leave the structures and site in a complete and finished condition to the satisfaction of the Engineer.
  2. Should Contractor not remove rubbish or debris or not clean the facilities and site as specified above, the Owner reserves the right to have final cleaning done at the sole expense of the Contractor.
- B. The Contractor shall:
1. Employ experienced workers or professional cleaners for final cleaning.
  2. Conduct final inspection of exposed interior and exterior surfaces and of concealed spaces.
  3. Remove grease, dust, dirt, stains, labels, fingerprints, and other foreign materials from exposed interior and exterior finished surfaces; polish surfaces designed to shine finish.
  4. Repair, patch, and touch up marred surfaces to specified finish, and match adjacent surfaces.
  5. Broom clean paved surfaces; rake clean other surfaces.
  6. Remove from the Owner's property temporary structures and materials, equipment, and appurtenances not required as part of, or appurtenant to, the completed work.

7. Leave watercourses, gutters, and ditches open and in condition satisfactory to Engineer.

6. FINAL INSPECTION

- A. After final cleaning and upon written notice from Contractor that the work is completed, Engineer will make preliminary inspection with the Owner and Contractor present. Upon completion of preliminary inspection, Engineer will notify Contractor in writing of particulars in which the completed work is defective or incomplete.
- B. Upon receiving written notice from Engineer, Contractor shall immediately undertake work required to remedy defects and complete the work to the satisfaction of Engineer.
- C. After the items as listed in Engineer's written notice are corrected or completed, inform Engineer in writing that required work has been completed. Upon receipt of this notice, Engineer, in the presence of Owner and Contractor, will make final inspection of the project.

7. PAYMENT

- A. General:
  1. Payment for work in this section will be considered as incidental to the contract.
  2. Any extension of contract time that may be granted by the Owner will not of itself constitute a claim for additional payment for work under this section.

**END SECTION 1400**

**SECTION 1500 – MOBILIZATION AND TRAFFIC CONTROL****1. MOBILIZATION**

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

**A. GENERAL**

1. **QUALITY ASSURANCE.** The Engineer shall have the right to reject construction tools, equipment, materials, and supplies that are, in their opinion, unsafe, improper, or inadequate. The Contractor shall bring rejected tools, equipment, materials, and supplies to acceptable conditions or remove them from the project site.
2. **DELIVERY.** Delivery to the project site of construction tools, equipment, materials, and supplies shall be accomplished in conformance with local governing regulations.

**B. EXECUTION**

Provide personnel, construction tools, equipment, materials, and supplies that will facilitate the timely execution of the work. Upon completion of the work, remove construction tools, apparatus, equipment, unused materials and supplies, plants, and personnel from the project site.

**2. TRAFFIC CONTROL**

- A. Traffic control shall consist of furnishing, installing, relocating, maintaining and removing, temporary or permanent traffic control devices in accordance with the contract and as directed by the Engineer. Traffic control shall be the responsibility of the Contractor and shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices (MUTCD).

**B. Safety Requirements.**

1. All workers within highway right of way who are exposed to traffic or construction equipment shall wear high-visibility safety apparel meeting Class 2 or Class 3 requirements of ANSI/ISEA 107-2004 publication entitled, "American National Standard for High-Visibility Safety Apparel and Headwear".
2. All traffic control devices shall be in accordance with the MUTCD and any applicable safety and design codes.
3. The Contractor shall: (a) Designate a trained person at the project level who has the primary responsibility, with sufficient authority, for implementing the traffic management plan and other safety and mobility aspects of the project. The name of that person and a 24-hour contact number for that person shall be provided to the Engineer at the pre-construction meeting. (b) Ensure all Contractor personnel are trained in traffic control to a level commensurate with their responsibilities. (c) Advise the Engineer, as required, at least two working days before any work requiring a lane closure begins and 14 calendar days prior to the imposition of height, width and weight restrictions. (d) Perform quality control of work zones to promote consistency and ensure compliance with contract documents, policies and guidelines.

**C. Construction Requirements.**

1. Performance and operational aspects of the devices shall be in accordance with the latest editions of the MUTCD and the Missouri Quality Standards for Temporary Traffic Control Devices.



2. All traffic control devices shall be removed as soon as practical when the devices are no longer needed. When work is suspended for short periods of time, traffic control devices that are no longer appropriate shall be turned away from traffic, removed or covered. All temporary traffic control devices shall be removed after the completion of construction and shall remain the property of the Contractor unless specified otherwise. All permanent traffic control devices that are in conflict with temporary traffic control devices shall be covered or removed as shown on the plans or as directed by the Engineer. Upon completion of the work, all permanent traffic control devices to remain in place shall be restored to original condition.
3. All sign covers shall meet the requirements of the MoDOT Quality Standards for Temporary Traffic Control Devices.
4. All permanent traffic control devices relocated on a temporary basis shall be moved in the timeframe designated by the Engineer, and shall remain visible to the traveling public during all stages of construction. The Contractor shall place temporarily relocated permanent traffic control devices in the final location when construction is complete. Damaged devices shall be replaced by the Contractor at the Contractor's expense.
5. With the Engineer's approval, the Contractor may add to the traffic control plan any temporary traffic control devices or services the Contractor considers necessary to adequately protect the public and the work.
6. All changes to the traffic control plan resulting from Contractor staging revisions, including proposed total road closures for the Contractor's convenience, shall be submitted in writing to the Engineer for review and acceptance prior to implementation.
7. If the Engineer determines the need for additional traffic control devices not included in the traffic control plan, the Contractor will be notified in writing to provide the additional devices at no cost to the project.
8. The Contractor shall monitor traffic flow through the project and verify that all traffic control devices are in place and functioning properly during both daytime and nighttime conditions, as applicable. If the Contractor determines that a deficiency in any traffic control device exists, the Contractor shall take corrective action. No payment will be made for the corrective action.
9. As soon as possible after observing a traffic control deficiency, the Engineer will report the deficiency to the Contractor, either verbally or in writing. After receiving notification, if the Contractor does not make corrections within 24 hours, suspension of the work may occur. Regardless of the severity of the deficiency, corrections shall be made as soon as possible to maintain a quality work zone.
10. The Contractor shall provide written notice to the Engineer of any pedestrian or vehicular accident when physical evidence or other information suggests an accident has occurred in the work zone. The Contractor shall obtain and provide to the Engineer copies of law enforcement accident reports for any accidents in the work zone.

### 3. TEMPORARY TRAFFIC CONTROL DEVICES

- A. Scope. This specification covers material to be used for temporary traffic control devices.
- B. General Requirements. All temporary traffic control devices shall be manufactured as shown on the plans and as specified, in accordance with MUTCD requirements and shall be NCHRP 350 compliant. All temporary traffic control devices shall exhibit good workmanship and shall be free of objectionable marks or defects that affect appearance or serviceability.
- C. Channelizers and Tubular Markers. All channelizers and tubular markers shall be manufactured from a non-metallic material, pigmented and molded of a Highway Orange color throughout and stabilized against fading by ultraviolet or other light rays by the incorporation of adequate inhibitors. Drum-like channelizers shall be closed-top. Slim-line channelizers will be acceptable for use on the project.

D. Signs.

1. Rigid Signs.

- (a) Sign Substrate. All signs shall be fabricated of substrate designed to provide satisfactory structural rigidity.
- (b) Sign Sheeting. All signs shall have a retroreflectorized background. Sheeting shall be applied to the sign substrate in accordance with the manufacturer's recommendations and the surface shall be free of air bubbles, wrinkles or other blemishes as determined by the Engineer.

2. Roll-up Signs.

- (a) Sign Substrate. Sign and overlay blanks shall consist of fluorescent orange microprismatic retroreflective sheeting sealed to a heavy-duty coated fabric or vinyl material.

4. MEASUREMENT AND PAYMENT

A. Mobilization: Partial payments will be allowed on the payment estimates as follows:

- 1. When 5 percent or more of the original contract amount is earned, 25 percent.
- 2. When 10 percent or more of the original contract amount is earned, an additional 25 percent.
- 3. When 25 percent or more of the original contract amount is earned, an additional 25 percent.
- 4. When 50 percent or more of the original contract amount is earned, the final payment.
- 5. Nothing herein shall be construed to limit or preclude partial payments otherwise provided by the contract.

B. Road Work Ahead Signs (W20-1) shall be measured and paid for per each sign installed. The price shall include all labor, tools, and materials necessary to install and maintain signs for the duration of the project.

C. End Road Work Signs (G20-2) shall be measured and paid for per each sign installed. The price shall include all labor, tools, and materials necessary to install and maintain signs for the duration of the project.

D. Sidewalk Closed Signs (R9-9) shall be measured and paid for per each sign installed. The price shall include all labor, tools, and materials necessary to install and maintain signs for the duration of the project.

E. Traffic Control (TA-1). This work will not be measured for payment, but will be considered a lump sum unit. The work shall include all labor, tools, and materials necessary to install and maintain signs for the duration of the project.

F. Any traffic control items, other than those listed in the bid form, necessary to meet the standards of the MUTCD shall be considered incidental to the contract. No direct payment shall be made for additional traffic control items.

G. Any extension of contract time that may be granted by the Owner will not of itself constitute a claim for additional payment for work under this section.

**END SECTION 1500**

**SECTION 2000 – CLEARING, GRUBBING AND STRIPPING****1. GENERAL**

- A. This section covers the work necessary to removal all interfering or objectionable material from the designated areas of work as shown on the drawings or designated in the specifications.
- B. This work shall also include the preservation from injury or defacement of all vegetation and existing objects designated to remain, as shown or as specified herein.
- C. Review with the Engineer the location, limits, and methods to be used prior to commencing the work under this section.
- D. Provide all equipment and materials, suitable and in adequate quantity, required to accomplish the work as specified herein.

**2. DEFINITIONS**

- A. Clearing. Clearing shall consist of cutting, removing, and disposing of trees, snags, stumps, shrubs, brush, limbs, and other vegetative growth, and shall be performed in such a manner as to remove all evidence of their presence from the surface and shall be inclusive of sticks and branches greater than 2 inches in diameter or thickness.
- B. Grubbing. Grubbing shall consist of the removal and disposal of wood or root matter up to 18" below the ground surface remaining after clearing and shall include stumps, trunks, roots or root systems greater than 2 inches in diameter or thickness.
- C. Stripping shall include the removal and disposal of all organic sod, topsoil, grass and grass roots, and other objectionable material remaining after clearing and grubbing from the areas designated to be stripped. The exact depth of stripping will be adjusted to minimize the amount of topsoil in the strippings.
- D. Disposal. The contractor shall dispose of all trees, stumps, brush, roots and all other objectionable matter removed in the clearing grubbing and stripping process. Open burning will not be allowed.

**3. MEASUREMENT**

- A. Final measurement of Clearing, Grubbing and Stripping will be based on the field established plan quantity except for authorized changes during construction. The revision or correction will be computed and added to or deducted from the contract quantity. Measurement of the Clearing, Grubbing and Stripping complete will be made to the nearest 0.1 acre.

**4. PAYMENT**

- A. Payment shall be at the unit price per acre of clearing, grubbing and stripping performed. This price shall be full compensation for all equipment, labor and materials required to perform the work specified herein. If no unit price is included in the contract, the work required to complete the contract, or as directed by the Owner, or its Representative, will be considered incidental to the work and no direct payment for the work will be made. Any work as described in this section that is performed outside of the limits shown in the drawings is considered incidental and must be approved by the Owner, or its Representative prior to starting the work.

**END SECTION 2000**

**SECTION 2100 - PRESERVING AND PROTECTING EXISTING TREES****1. GENERAL**

- A. All existing trees that are noted to remain are to be preserved and protected by the Contractor during the entire duration of the grading and construction of that portion of the project.

**2. PRESERVING MEASURE AND PRECAUTIONS**

- A. No construction vehicles or equipment shall be parked within the drip line area of any tree that is to remain.
- B. During excavation and grading operations, equipment shall travel over the tree lawn area within the drip line of any tree as little as possible since this causes undue compaction over the roots of the tree.
- C. Extreme care should be taken in grading around the trees and in cutting the roots of any trees. The plans have been prepared so that there will be minimal disturbance to the ground immediately around and under the trees. Stop work and notify the Engineer if intensive roots need to be cut or if any roots over 1.5" in diameter are encountered.
- D. The Owner reserves the right to stop the work at any time he feels correct measures are not being employed to protect the trees. The Contractor will be notified to resume work after the necessary revisions are made.

**3. PENALTY FOR DAMAGE TO TREES**

- A. Trees shall be protected at all times. A \$500 back charge, per incident, shall be assessed for damaging trees. Repair damage to tree in accordance with Owner instructions.
- B. If the damage to the tree is beyond repair and it is determined by the Engineer that the tree will die, the Contractor shall remove the remaining tree and stump at no expense to the Owner, replace the tree with a new 3 inch caliper tree of the same species to the Owner's satisfaction and shall pay a penalty to the Owner of \$100 for every inch over 3 inches of the damaged tree's caliper. For example: if the Contractor damages a 20" tree and it is determined that the damage is irreversible and will lead to the death of the tree, the Contractor will pay the Owner the following in addition to replacing the existing tree with a new 3 inch tree of the same or approved species:

	\$500	Back Charge
20" – 3" = 17" x \$100 or	<u>+\$1,700</u>	<u>Penalty</u>
	\$2,200	Total amount due to the Owner

- C. Contractor shall submit an incident report to the Engineer. Payment shall be deducted from sums due the Contractor.

**4. MEASUREMENT**

No measurement will be made for this item as it is considered incidental to the contract.

**5. PAYMENT****A. General:**

1. Payment for work in this section will be considered as incidental to the contract.
2. Any extension of contract time that may be granted by the Owner will not of itself constitute a claim for additional payment for work under this section.

**END SECTION 2100**

## SECTION 2200 – REMOVAL OF IMPROVEMENTS

### 1. DESCRIPTION

- A. This section covers the removal of existing pavement and other miscellaneous items. This work shall consist of the removal and disposal of all existing improvements from the right of way and within the limits of any construction area outside the right of way, except improvements designated or permitted to remain in place or to be removed under other items of work. Removal of improvements shall include, but not be limited to, removing (whether designated for removal or for the preparation for new improvements), or movement if appropriate, of all drainage structures and drainage sewer pipe, pavement, surfacing and base courses, sidewalks, retaining walls, signs, mailboxes, planters, fences, etc., from existing improvements. The plans may not show a complete list of all items to be removed. There may be an undetermined number of abandoned utilities, or other improvements encountered. The contractor shall determine the extent of the work to be performed under this item. No additional payment will be made for items not shown on the plans that require removal.

### 2. GENERAL

- A. Disposal of Material: All improvements not designated to remain shall be removed or disposed of by the Contractor as required. The work may involve the generation of excess material, which may be solid waste under the definitions of the MDNR Solid Waste Management Program. The Contractor shall dispose of solid waste in accordance with the Missouri Solid Waste Management Law and implementing regulations, 10 CSR 80.
1. Regulated solid waste, including waste tires, shall be handled, transported and disposed of in accordance with applicable regulations. Documentary proof of proper transport and disposal of this waste, including transport forms, disposal forms, scale tickets, cancelled checks and receipts, shall be provided to MDNR and to the Engineer prior to acceptance of and payment for the work.
  2. Material designated for use elsewhere shall not be removed from the project. Open burning will not be allowed.
- B. Relocating Items: All items that may be damaged by the construction, that are not labeled "TO BE REMOVED" shall be temporarily removed by the Contractor prior to work beginning at that location, stored in a safe place where damage will not occur to the item and shall be reinstalled at a location designated by the Engineer in a condition as good or better than the existing condition, to the satisfaction of the Owner. This shall include, but not be limited by: mailboxes, signs, planters, etc.
- C. Damaged Items: Any item damaged by the Contractor's operations that is designated to remain in place, to be used elsewhere, or to be used by the public or an adjoining property Owner, shall be repaired or replaced at the Contractor's expense, in a manner satisfactory to the Engineer.
- D. Dust and Emissions Control: All operations during demolition and removal shall be adequately controlled to prevent dust and visible emissions, unless otherwise approved by the Engineer. All measures taken shall be provided by the Contractor at the Contractor's expense unless specified otherwise.

### 3. REMOVAL OF IMPROVEMENTS

- A. Pavements: Removal of pavement, sidewalk, driveways and other similar improvements, and where a portion of such improvements are to be left in place, shall be to an existing joint. Sufficient removal shall be made to provide for proper grades and connections in the new work regardless of removal limits shown on the plans. All subgrade material will be restored as required with compacted material.

**All saw cuts shall be a full depth saw cut completely through the pavement, unless otherwise stated or allowed by the Engineer.**

1. Removal of concrete or asphalt material shall consist of breaking up and disposing of the material in areas furnished at the contractor's expense. The existing pavement to be removed shall be freed from the pavement to remain by saw cutting. The pavement inside the full depth saw cut shall be broken by methods suitable to the Contractor and approved by the Engineer.

2. Where driveway approaches are to be removed:
  - (a) A full-depth, straight, smooth saw cut shall be required in front (streetside) of the driveway approach.
  - (b) Where the new driveway meets an asphalt driveway, the contractor shall be required to sawcut full-depth behind the new driveway for a smooth transition. The Engineer shall designate the location of the saw cut.
  - (c) For concrete driveways, the contractor will be required to meet grade at the nearest joint, specified by the Engineer, for a smooth transition or to an Engineer approved saw cut.
3. The Contractor's removal operation shall not cause damage to utilities, drainage structures, or sprinkler systems. Any damage shall be repaired by the Contractor at no expense to the Owner.
- B. Sewers and Drains: All sewers, drainage pipes and floor drains that have been or are to be abandoned shall be permanently sealed at the ends with a minimum 8-inch-thick bulkhead constructed of Class B concrete, a commercial mix concrete or brick masonry. The use of salvaged brick will be permitted for constructing bulkheads, provided the brick is clean and sound.
- C. Backfill: All trenches, holes and pits resulting from the removal of improvements, contaminated material, soil, tanks and piping shall be backfilled and graded to shape and finish disturbed areas. Material shall be placed in the same manner and compacted to the requirements of Section 2300 EARTHWORK and shall be done in such a manner as to ensure proper drainage.

Backfill material may consist of previously stockpiled uncontaminated clay soil or may be obtained from the right of way if approved by the Engineer. Only approved material free of trees, stumps, rubbish and any other deleterious material shall be used in the construction of backfills. Rock, broken concrete or other solid material shall not be placed in backfill areas. No slope shall be steeper than 3:1, unless otherwise specified. In the event there is insufficient material in the immediate vicinity, the contractor shall provide material, at the contractor's expense, from a source obtained by the contractor and approved by the Engineer.
- D. Hazardous Material:
  1. The contractor may encounter small quantities of hazardous material as defined by MDNR. This material shall be recycled or disposed of in a manner that maintains the material's qualifications as "small quantities" in accordance with MDNR regulations.
  2. In the event the contractor encounters what is reasonably suspected to be large quantities of hazardous material, the contractor shall immediately cease work and notify the Engineer in accordance with the contract requirements. If the Engineer determines the suspect material is not hazardous or does not constitute a large quantity of hazardous material, the contractor will be notified to continue the work. If the Engineer determines the suspect material is hazardous or constitutes a large quantity of hazardous material, the Engineer may require the contractor to perform work necessary to abate the hazardous material.

#### 4. METHOD OF MEASUREMENT

- A. Removal of Improvements. This work will not be measured for payment, but will be considered a lump sum unit. The work will include the removal of all items, regardless of whether the items are shown on the plans or encountered during construction.
- B. Relocate Existing Signage. This work will not be measured for payment, but will be considered a lump sum unit. The work will include the removal, storage, and relocation of signs, including all incidental items necessary to complete the work.
- C. Relocate Existing Mailboxes. This work shall be measured for payment per each mailbox relocated, completed, and accepted.

- D. Relocate Existing Fence. This work shall be measured for payment per lineal foot of existing fence relocated, completed, and accepted.

5. PAYMENT

- A. These prices shall be full compensation for the execution of the pay items indicated including all material, equipment, labor and incidentals necessary to complete these items, including disposal off site.
- B. Removal of Improvements. Accepted work will be paid for at the contract lump sum price. If no lump sum unit price is included in the contract, the work required to complete the contract, or as directed by the Engineer, will be considered incidental to the work and no direct payment for the removal will be made.
- C. Relocate Existing Signage. Accepted work will be paid for at the contract lump sum price. If no lump sum unit price is included in the contract, the work required to complete the contract, or as directed by the Engineer, will be considered incidental to the work and no direct payment for the removal will be made.
- D. Relocate Existing Mailboxes. Accepted work will be paid for per each mailbox relocated including all labor, tools, material, equipment and incidentals necessary to complete the work.

**END SECTION 2200**

**SECTION 2300 - EARTHWORK****1. GENERAL**

- A. This section covers the work necessary for all earthwork, including but not limited to; any cut or fill required, rock excavation, subgrade preparation, subgrade repair, and disposal of all excess and waste materials.

**2. DEFINITIONS**

- A. Relative Compaction: The ratio, in percent, of the as-compacted field dry density to the laboratory maximum dry density as determined by ASTM D 1557 (Modified Proctor). Corrections for oversize material may be applied to either the as-compacted field dry density or the maximum dry density, as determined by the Engineer.
- B. Optimum Moisture Content: Determined by the ASTM standard specified to determine the maximum dry density for relative compaction. Field moisture content shall be determined on the basis of the fraction passing the 3/4-inch sieve.
- C. Well-Graded: A mixture of particle sizes that has no specific concentration or lack thereof of one or more sizes. Well-graded does not define any numerical value that must be placed on the coefficient of uniformity, coefficient of curvature, or other specific grain size distribution parameters. Well-graded is used to define a material type that, when compacted, produces a strong and relatively incompressible soil mass free from detrimental voids.
- D. Gradation Test: Unless otherwise specified herein, determine the percent of material by weight passing the No. 200 sieve in accordance with ASTM D1140, then determine the particle size distribution of the portion of material retained on the No. 200 sieve in accordance with ASTM D422.
- E. Liquid Limit and Plastic Limit: As determined by ASTM D4318.
- F. Influence Area: The area within planes sloped downward and outward at an angle of 60 degrees from the horizontal from (a) 1 foot outside the outermost edge at the base of foundations or slabs; or (b) 1 foot outside the outermost edge at the surface of roadways or shoulder; or (c) 0.5 foot outside the exterior edge at the spring line of pipes and culverts.
- G. Borrow: Material excavated on the site or taken from designated borrow areas on or near the site.
- H. Selected Backfill Material: Material available on site that the Engineer determines to be suitable for a specific use.
- I. Imported Material: Material obtained by the Contractor from sources off the site.
- J. Embankment: The fill material required to raise the existing grade in areas other than under structures.

**3. SUBMITTALS**

- A. Submittals shall be made in accordance with the General Conditions, Division 1 of the Technical Specifications, and the requirements of this section.
- B. Provide the following submittals:
1. Certification, test results, source, and sample for all imported material.
  2. Catalog and manufacturer's data sheets for compaction equipment.
  3. Certification and mill certificates for geotextile.
  4. Copies of permits obtained for excavation, hauling, etc., that are required by state and local governing authorities.



#### 4. IMPORTED MATERIAL ACCEPTANCE

A. All imported materials specified in this section are subject to the following requirements:

1. Certification that the material conforms to the Specification requirements shall be submitted to the Engineer for approval at least 21 calendar days before the material is required for use. All material samples shall be furnished by the Contractor at the Contractor's sole expense. Samples shall be representative and be clearly marked to show the source of the material and the intended use on the project. Sampling of the material source shall be done by the Contractor in accordance with ASTM D75. Notify the Engineer at least 24 hours prior to sampling. The Engineer may, at the Engineer's option, observe the sampling procedure. Tentative acceptance of the material source shall be based on an inspection of the source by the Engineer and/or the certified test results submitted by the Contractor to the Engineer, at the Engineer's discretion. No imported materials shall be delivered to the site until the proposed source and materials tests have been tentatively accepted in writing by the Engineer. Final acceptance will be based on tests made on samples of material taken from the completed and compacted course. The completed course is defined as a course or layer that is ready for the next layer or the next phase of construction. Testing for final acceptance shall be performed by the Engineer.
2. Gradation tests shall be performed by the Engineer at the Engineer's discretion.
3. If tests conducted by the Engineer indicate that the material does not meet Specification requirements, material placement will be terminated until corrective measures are taken. Material, which does not conform to the Specification requirements and is placed in the work shall be removed and replaced at the Contractor's sole expense.

#### 5. SHORING, SHEETING, BRACING, AND SLOPING

- A. Install and maintain shoring, sheeting, bracing, and sloping necessary to support the sides of the excavation, to keep and to prevent any movement, which may damage adjacent pavements, utilities, or structures, damage or delay the work, or endanger life and health. Install and maintain shoring, sheeting, bracing, and sloping as required by OSHA and other applicable governmental regulations and agencies.

#### 6. EXCAVATION SAFETY

- A. The Contractor shall be solely responsible for making all excavations in a safe manner. Provide appropriate measures to retain excavation side slopes and prevent rock falls to ensure that persons working in or near the excavation are protected.

#### 7. CODES, ORDINANCES, AND STATUTES

- A. Contractors shall familiarize themselves with, and comply with, all applicable codes, ordinances, statutes, and bear sole responsibility for the penalties imposed for noncompliance.

#### 8. TOLERANCES

- A. All material limits shall be constructed within a tolerance of 0.1 foot except where dimensions or grades are shown or specified as minimum. All grading shall be performed to maintain slopes and drainage as shown. No reverse slopes will be permitted.

#### 9. PRODUCTS

- A. Provide all labor, materials, and equipment necessary to accomplish the work specified in this section.

#### 10. EXCAVATION

- A. Complete all excavation regardless of the type, nature, or condition of the materials encountered, other than what is classified as Rock Excavation. The Contractor shall make his own estimate of the kind and extent of the various materials to be excavated in order to accomplish the work.

**11. ROCK EXCAVATION**

- A. Rock excavation includes removal and disposal of materials and obstructions encountered that cannot be excavated with a track-mounted power excavator, equivalent to Caterpillar Model NO. 215C LC, and rated at not less than 115 HP flywheel power and 32,000-pound drawbar pull and equipped with a short stick and a 42-inch wide, short tip radius rock bucket rated at 0.81 cubic yard (heaped) capacity.
- B. Do not perform rock excavation work until material to be excavated has been cross-sectioned and classified by Engineer. Such excavation will be paid for on the basis of the unit price bid for Rock Excavation in accordance with the Contract Conditions relative to changes in work. The Contract Sum will be adjusted by an appropriate Contract Modification.
- C. Rock Excavation is limited to the following, unless otherwise directed by the Engineer:
  - 1. In pipe trenches, 4 inches below invert elevation of pipe and a width of 1.4 multiplied by the inside diameter of the pipe, plus 12".
  - 2. Outside dimensions of concrete work where no forms are required.
  - 3. Under pavement, 6 inches below bottom of concrete slab.

**12. EARTH FILL**

- A. Earth fill shall be clayey or silty sand material free from clay clods, roots, organic matter, peat, debris, rocks larger than 3 inches, and other deleterious materials. Earthwork shall contain 15 to 40 percent by weight passing the No. 200 sieve. Soil materials shall comply with ASTM D 287 soil classification groups GW, GP, GM, SM, SW, and SP. Select earthwork from onsite excavations or provide imported material of equivalent quality, if required to accomplish the work.

**13. GRANULAR FILL**

- A. Imported granular material, naturally or artificially graded mixture of natural or crushed gravel, well graded from coarse to fine, free from clay lumps, roots, or organic material, maximum size 2 inches with a minimum of 8 percent by weight passing the No. 200 sieve.

**14. SAND**

- A. Imported natural sand or sand produced from crushed gravel or crushed rock, free from clay and organic material, maximum size 1/4 inch, with 95 percent passing a No. 4 sieve, and a maximum of 8 percent by weight passing the No. 200 sieve.

**15. TOPSOIL**

- A. Provide topsoil as specified in Section 9000, FINISH GRADING AND LAWNS.

**16. WATER FOR COMPACTION**

- A. Furnish as required.

**17. COMPACTION EQUIPMENT**

- A. Compaction equipment shall be of suitable type and adequate to obtain the densities specified, and shall provide satisfactory breakdown of materials to form a dense fill.
- B. Compaction equipment shall be operated in strict accordance with the manufacturer's instructions and recommendations. Equipment shall be maintained in such condition that it will deliver the manufacturer's rated compactive effort. If inadequate densities are obtained, larger and/or different types of additional equipment shall be provided by the Contractor. Hand-operated equipment shall be capable of achieving the specified densities.

**18. MOISTURE CONTROL EQUIPMENT**

- A. Equipment for applying water shall be of a type and quality adequate for the work, shall not leak, and shall be equipped with a distributor bar or other approved device to assure uniform application. Equipment for mixing and drying out material shall consist of blades, discs, or other approved equipment.

**19. DEWATERING**

- A. Prevent surface water and subsurface or groundwater from flowing into excavations and from flooding project site and surrounding area.
  - 1. Do not allow water to accumulate in excavations. Remove water to prevent soil changes detrimental to stability of subgrades. Provide and maintain pumps, well points, sumps, suction and discharge lines, and other dewatering system components necessary to convey water away from excavations.
- B. Establish and maintain temporary drainage ditches and other diversions outside excavation limits to convey rainwater and water removed from excavations to collecting or runoff areas. Do not use trench excavations as temporary drainage ditches.
- C. Water removal from excavation shall be disposed of according to local, State, and Federal requirements. Obtain the necessary permits and meet water quality requirements for total suspended solids, oil, grease, BOD, COD, and other limits listed on the permits from local, State, and Federal agencies.

**20. STORAGE OF EXCAVATED MATERIALS**

- A. Dispose of excess excavated soil material and materials not acceptable for use as backfill or fill off of the site immediately unless otherwise authorized by the Engineer.

**21. LIMITS OF EXCAVATION**

- A. Excavate to depths and widths, as shown. Allow for forms, working space, granular backfill, structural base, earth fill and finish topsoil as shown or required. Do not carry excavations deeper than the elevation shown. Excavation carried below the grade lines shown or established by the Engineer shall be replaced with the same fill material as specified for the overlying fill or backfill, and compacted as required for such overlying fill or backfill. Where the overlying area is not to receive fill or backfill, replace the overexcavated material and compact to a density not less than that of the underlying ground. Cuts below grade shall be corrected by similarly cutting adjoining areas and creating a smooth transition. Correct all overexcavated areas at the Contractor's sole expense.
- B. Excavation widths beyond those shown shall be minimized. The Contractor shall design and use sloping, sheeting, and bracing as necessary to protect existing structures from damage.

**22. BACKFILL AND FILL**

- A. General: Place soil material in layers to required subgrade elevations, listed below, using materials specified in this Section.
  - 1. Under pavements, use subbase material.
  - 2. Under piping, use granular drainage materials for bedding for correction of unauthorized excavation.
  - 3. Backfill trenches with granular drainage material.
- B. Backfill excavations under new pavement and in trenches as promptly as work permits, but not until inspection, testing, and approval of construction below grade have been performed and recorded.

**23. PLACEMENT AND COMPACTION**

- A. Ground Surface Preparation: Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious materials from ground surface prior to placement of fills.

- B. Place backfill and fill materials in layers not more than 6 inches in loose depth for material compacted by heavy compaction equipment, and not more than 4 inches in loose depth for material compacted by hand-operated tampers.
- C. Before compaction, moisten or aerate each layer as necessary to provide optimum moisture content. Compact each layer to required percentage of maximum dry density or relative dry density for each area classification. Do not place backfill or fill material on surfaces that are muddy, frozen, or contain frost or ice.
- D. Percentage of Maximum Density Requirements: Compact soil to not less than the following percentages of maximum density, in accordance with ASTM D 1557 (Modified Proctor Test):
  - 1. Under pavements, compact each layer of backfill or fill material at 95 percent maximum density.
  - 2. Under lawn or unpaved areas, compact top 6 inches of subgrade and each layer of backfill or fill material at 90 percent maximum density.
- E. Moisture Control: Where subgrade or layer of soil material must be moisture conditioned before compaction, uniformly apply water to surface of subgrade or layer of soil material. Apply water in minimum quantity as necessary to prevent free water from appearing on surface during or subsequent to compaction operations.
  - 1. Remove and replace, or scarify and air dry, soil material that is too wet to permit compaction to specified density.

#### 24. GRADING

- A. General: Uniformly grade areas within limits of grading under this section, including adjacent transition areas. Smooth finished surface within specified tolerances, compact with uniform levels or slopes between points where elevations are indicated, or between such points and existing grades.
- B. Finish surfaces free from irregular surface changes and as follows:
  - 1. Lawn or Unpaved Areas: Finish areas to receive topsoil to within not more than 0.10 foot above or below required subgrade elevations.
  - 2. Pavements: Shape surface of areas under pavement to line, grade, and cross-section, with finish surface not more than ½ inch above or below required subgrade elevation.

#### 25. FIELD QUALITY CONTROL

- A. Quality Control Testing during Construction: The Engineer shall perform field quality control during construction at his/her discretion.
  - 1. Field density tests shall be performed by the nuclear method in accordance with ASTM D 2922.
  - 2. If field tests are performed using nuclear methods, make calibration checks of both density and moisture gages at beginning of work, on each different type of material encountered, and at intervals as directed by the Engineer.
- B. Paved Areas: Perform at least one field density test of subgrade for every 2,000 sq. ft. of paved area, but in no case fewer than three (3) tests per daily operation. In each compacted fill layer, perform one field density test for every 2,000 sq. ft. of paved area, but in no case fewer than five (5) tests per daily operation.
- C. If in opinion of Engineer, based on testing service reports and inspection, subgrade or fills that have been placed are below specified density, perform additional compaction and testing until specified density is obtained.

#### 26. DISPOSAL OF EXCESS AND WASTE MATERIALS

- A. Removal from Owner's Property: Remove waste materials, including unacceptable excavated material, trash, and debris, and dispose of it off Owner's property.

**27. SUBGRADE**

- A. In advance of setting line and grade stakes, all depressions or ruts, which contain water, shall be drained. The grade shall then be bladed and dragged to remove inequalities and scarified as necessary to secure a uniform surface.
- B. Excavation: Excavate and shape the subgrade to line, grade and cross section shown on the drawings.
- C. Embankment:
  - 1. Place embankment in lifts not to exceed 9 inches in compacted thickness.
  - 2. Each lift shall be sprinkled with water or aerated and dried, as required, to obtain the optimum moisture required for the specified compaction.
  - 3. Compact each lift to 95 percent of standard proctor before placing the next lift of embankment material.
  - 4. Construct the embankment to the line, grade and cross section shown on the drawings.
- D. Completed Subgrade
  - 1. The completed bottom surface of the excavations and top surface of the embankment shall be defined as the subgrade.
  - 2. The subgrade shall be sprinkled with water or aerated and dried, as required, to obtain the optimum moisture required for the specified compaction.
  - 3. Roll the subgrade until the top 6 inches is compacted to 95 percent relative compaction.
- E. The finished subgrade shall be within a tolerance of  $\pm 0.1$  foot of the grade and cross section shown, and shall be smooth and free from irregularities and at the specified density.
- F. The subgrade shall be considered to extend over the full width of the base course. Compaction shall extend 1 foot beyond the edge of paving, curb, or form.

**28. SUBGRADE REPAIR**

- A. During compaction of the prepared subgrade, the Contractor shall record and report all soft or uncompactable areas to the Engineer. In areas where soft spots and unsuitable soils are encountered, the Contractor shall notify the Engineer prior to performing any subgrade repair operations. The Engineer shall delineate the limits of the subgrade repair.
- B. The designated areas shall then be excavated an additional one (1) foot below the elevation of the bottom of the aggregate base course.
  - 1. The excavated material shall be disposed of at a Contractor furnished offsite disposal site.
- C. Backfill the excavated areas with 2" minus aggregate base course material as follows:
  - 1. Backfill subgrade repair area in two lifts, 6 inches compacted thickness each, to the elevation of the bottom of the aggregate base course.
  - 2. Compact lift to 90 percent relative compaction before placing the next lift of subgrade repair material.
- D. If the excavation below subgrade is required because of the results of the Contractor's operations, the necessary excavation, backfilling and compaction required to restore the subgrade satisfactorily shall be at the Contractor's sole expense.

**29. PROOF-ROLLING**

- A. Following completion of the subgrade repair and final compaction, the entire subgrade area shall be proof-rolled.
- B. Proof-roll the entire subgrade with a minimum of two complete surface coverages with the wheels of a loaded 10-yard dump truck or other approved equipment.
  - 1. The dump truck shall have dual wheels on tandem rear axles (eight rear wheels total) and shall be loaded with a minimum of 10 cubic yards of crushed rock.
- C. During proof-rolling of the compacted subgrade, the Engineer will observe and record all soft areas and unstable areas that show subgrade movement during proof-rolling.
- D. The limits of subgrade failure that were developed during proof-rolling will be marked by the Engineer. The designated areas shall then be excavated an additional one (1) foot below the elevation of the bottom of the aggregate base course.
- E. Backfill the excavated areas with 2" minus aggregate base course material as follows:
  - 1. Backfill subgrade repair area in two lifts, 6 inches compacted thickness each, to the elevation of the bottom of the aggregate base course.
  - 2. Compact lift to 90 percent relative compaction before placing the next lift of subgrade repair material.
- F. The subgrade in the area of the completed backfill shall be rolled until the top 6 inches is compacted to 95 percent relative compaction.
- G. If the excavation below subgrade is required because of the results of the Contractor's operations, the necessary excavation, backfilling and compaction required to restore the subgrade satisfactorily shall be at the Contractor's sole expense.

**30. PROTECTION OF SUBGRADE**

- A. After preparing the subgrade as above specified, all unnecessary traffic shall be kept off. Should it be found necessary to haul over the prepared subgrade, the Contractor shall drag and roll the traveled way as frequently as may be necessary to remove ruts, cuts, and breaks in the surface. All cuts, ruts, and breaks in the surface of the subgrade that are not removed by the above operations shall be raked and hand tamped. All equipment used for transporting materials over the prepared subgrade shall be equipped with pneumatic tires.
- B. Continued use of sections of prepared subgrade for hauling, so as to cut up or deform it from the true cross section, will not be permitted. The Contractor shall protect the prepared subgrade from traffic.
- C. The Contractor will be required, at the Contractor's sole expense, to plank the subgrade before hauling materials or equipment over it.
- D. The subgrade shall be maintained in the finished condition until the first succeeding course is placed.

**31. FULL DEPTH PAVEMENT REPAIR**

- A. This work shall consist of removing specified areas of existing variable thickness pavement, repairing and/or compacting the base to 95% of the standard proctor as necessary, and replacing the removed material with non-reinforced Portland cement concrete as shown on the plans or as directed by the Engineer and utilizing methods and materials conforming to the latest edition of the Missouri Standard Specifications for Highway Construction. This work includes removal, hauling, off-site disposal, and all related costs, including disposal fees, equipment, labor, and materials.

- B. The Engineer will determine the locations of the full depth pavement repair to obtain the smoothest possible riding surface. The Contractor will make a full depth saw cut as directed by the Engineer to remove the unsatisfactory pavement and replace the excavated area with high-early concrete, attaining 3500 psi in 24 hours. Contractor will be required to barricade the area with flashing barricades and necessary signage to ensure public safety as approved by the Engineer.

### 32. METHOD OF MEASUREMENT

- A. Earthwork. This work will not be measured for payment, but will be considered incidental to the contract. The work will include all excavation, embankment, base rock, backfill, compaction and finish grading required, regardless of whether the items are shown on the plans or encountered during construction.
- B. Unclassified Excavation. This work will be measured for payment as the number of cubic yards of earth excavated and compacted as stated in the contract. The work will include all excavation, embankment, base rock, backfill, compaction and finish grading required, regardless of whether the items are shown on the plans or encountered during construction.
- C. Subgrade Repair. The quantity measured shall be the number of square yards of approved unsuitable material excavated, based on an additional agreed upon unit price, if encountered during construction.
- D. Full Depth Pavement Repair. The quantity measured shall be the number of square yards of full depth pavement repaired placed, completed and accepted, based on an additional agreed upon unit price, if encountered during construction.
- E. Rock Excavation. The quantity measured shall be the number of cubic yards of approved rock material excavated, based on an additional agreed upon unit price, if encountered during construction.

### 33. PAYMENT

- A. If there is no quantity shown in the bidding schedule, the work covered by this section shall be considered as a subsidiary obligation of the Contractor covered under the other contract items. Only accepted work will be measured.
- B. Earthwork. Payment for this work shall be considered incidental to the contract. This work includes furnishing and placing all materials, furnishing equipment, labor, tools and incidentals necessary to complete these items.
- C. Unclassified Excavation. Payment for this work shall be at the unit price per cubic yard. The price shall be full compensation for the excavation of the pay item indicated, including furnishing and placing all materials, furnishing equipment, labor, tools, and incidentals necessary to complete this item.
- D. Subgrade Repair. If encountered during construction, payment shall be at the additional agreed upon unit bid price per square yard. This price shall be full compensation for the execution of the pay items indicated including all material, furnishing equipment, labor, tools, disposal of excavated material and incidentals necessary to complete these items. This item is to provide for the repair of the subgrade in the process of the work and shall be used only under the direction of the Engineer.
- E. Full Depth Pavement Repair. If encountered during construction, payment shall be at the additional agreed upon unit bid price per square yard. This price shall be full compensation for the execution of the pay items indicated including all material, furnishing equipment, labor, tools, saw cutting, disposal of excavated material and incidentals necessary to complete these items. This item is to provide for the repair of the pavement base in the process of the work and shall be used only under the direction of the Engineer.
- F. Rock Excavation. If encountered during construction, payment shall be at the additional agreed upon unit bid price per cubic yard. This price shall be full compensation for the execution of the pay items indicated including all material, furnishing equipment, labor, tools, disposal of excavated material and incidentals necessary to complete these items. This item is to provide for the removal of rock encountered in the process of the work and shall be used only under the direction of the Engineer.

### END OF SECTION 2300

**SECTION 2350 – EROSION CONTROL****1. GENERAL**

- A. This work shall consist of furnishing, installing, maintaining and removing temporary pollution, erosion and sediment control measures; furnishing and placing permanent erosion control features; or a combination of both as shown on the plans or as directed by the Engineer.

**2. SUBMITTALS**

- A. Prior to the preconstruction conference and the start of construction, the Contractor shall submit schedules for the implementation of temporary and permanent erosion control work, as applicable, for construction operations. No work shall start until the erosion control schedules and methods of operations have been approved by the Engineer.

**3. GENERAL CONSTRUCTION**

- A. The Engineer may direct the Contractor to provide immediate permanent or temporary pollution control measures to prevent contamination of adjacent streams or other bodies of water. Such work may involve the construction of temporary berms, dikes, dams, sediment basins and slope drains, and use of temporary mulches, seeding or other control devices or methods as necessary to control erosion and pollution.
- B. The Contractor shall exercise effective management practices throughout the life of the project to control pollution. Pollutants such as chemicals, fuels, lubricants, bitumen, raw sewage or other harmful material shall not be discharged on or from the project. Temporary pollution control measures, such as storage and handling of petroleum products and other pollutants, shall be coordinated with temporary and permanent erosion control features specified in the contract to ensure economical, effective and continuous erosion and pollution control. These requirements will also apply to work within easements designated by the Owner.
- C. The Contractor shall incorporate all permanent erosion and pollution control features into the project at the earliest practical time. Temporary measures shall be used to correct conditions that develop during construction which were not foreseen during the design stage, that are needed prior to installation of permanent pollution control features, or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.
- D. Clearing and grubbing operations shall be scheduled and performed such that grading operations and erosion control features will follow immediately thereafter.
- E. Erosion from construction operations and pollution control measures shall not cause water pollution. In the event of conflict between these requirements and the pollution control laws, rules or regulations of other federal, state or local agencies, the more restrictive laws, rules or regulations will apply.
- F. Unless otherwise specified, or directed by the Engineer, all temporary erosion control measures shall be removed by the Contractor after permanent erosion control measures are established. All temporary erosion control measures shall be removed prior to acceptance of the project and before final payment.

**4. TEMPORARY SEEDING AND MULCHING**

This work shall consist of furnishing and applying fertilizer, seed, vegetative mulch or other acceptable cover authorized by the Engineer. This work shall produce a quick ground cover to reduce erosion in disturbed areas expected to be redisturbed at a later date. Finish grading of areas will not be required. Hydraulic seeding and fertilizing will be permitted.

- A. Seeding and mulching shall be a continuous operation on all cut and fill slopes, excess material sites and borrow pits during the construction process. All disturbed areas shall be seeded and mulched as necessary to eliminate erosion.
- B. The Contractor shall provide permanent seeding and mulch as shown on the plans following temporary seeding.
- C. Temporary seeding mixtures of cereal grains shall be applied at a rate of 100 pounds per acre (110 kg/ha). All erodible seeded areas shall provide a minimum of 20 plants of the species planted per square foot on at least two random counts per acre in representative areas of the field. For areas with a large percentage of rock, the number of living plants shall be proportional to the percentage of erodible surface, as determined by the Engineer. The counts will be conducted 60 days after the species is planted.



## 5. SILT FENCE

This work shall consist of furnishing, installing, maintaining, removing and disposing of a silt fence designed to remove suspended particles from sheet flow passing through the fence and to prevent sediment from polluting nearby streams or other bodies of water. At the Engineer's discretion, the location may be modified to fit field conditions. Such variations in quantity will not be considered as a change in work.

### A. Materials

1. Posts: Wood, steel or synthetic posts may be used. Posts shall be of sufficient length, but no less than 4 feet, to ensure adequate embedment while fully supporting the silt fence and shall have sufficient strength to resist damage during installation and to support applied loads while in service.
  2. Support Fence: All geotextile silt fences shall be supported either externally by wire or other approved mesh to a height of at least 24 inches or by a suitably designed support system capable of keeping the material erect. Either method shall be strong enough to withstand applied loads.
  3. Prefabricated Fence: Prefabricated fence systems may be used if the systems meet all of the above material requirements.
- B. Straw Bales: The Contractor shall place bales at the bottom of embankment slopes or on the lower side of cleared areas to divert runoff and to detain sediment from sheet flow. When used to divert runoff or detain sediment, the bales shall be adequately anchored to withstand the applied load.
- C. Fabric Fence: The Contractor shall install silt fence as shown on the plans and at other locations directed by the Engineer. Fence construction shall be adequate to handle the stress from hydraulic and sediment loading. Fabric at the bottom of the fence shall be buried a minimum of 6 inches to prevent flow under the barrier. The trench shall be backfilled, and the soil compacted over the fabric. Fabric splices with a minimum 2-foot overlay shall be located only at a support post. Any installation method acceptable to the Engineer will be allowed as long as the effectiveness and intent of the silt fence is achieved.
- D. Post spacing shall not exceed 5 feet. Posts shall be driven a sufficient depth into the ground or placed on closer spacing as necessary to ensure adequate resistance to applied loads.
- E. The silt fence shall be fastened securely to the upslope side of the post. When wire support fence is used, the wire shall extend into the trench a minimum of 2 inches.
- F. Maintenance: The Contractor shall maintain the integrity of silt fences as long as the fences are necessary to contain sediment runoff. The Contractor shall inspect all silt fences immediately after each rainfall and at least daily during prolonged rainfalls. Any deficiencies shall be immediately corrected by the Contractor. In addition, the Contractor shall make a daily review of the silt fences in areas where construction activities have changed the natural contour and drainage runoff to ensure the silt fences are properly located for effectiveness. Where deficiencies exist, additional silt fences shall be installed as approved or directed by the Engineer.
- G. Sediment: The Contractor shall remove and dispose of sediment when accumulations reach approximately one-half the fence height, or sooner when directed by the Engineer. If required by heavy sediment loading, a second silt fence shall be installed as directed by the Engineer.
- H. Removal: The silt fence shall remain in place until removal is directed by the Engineer. Upon removal, the Contractor shall remove and dispose of any excess silt accumulation, grade and dress the area to the satisfaction of the Engineer, and establish vegetation on all bare areas in accordance with the contract requirements. The fence material shall remain the property of the Contractor.

## 6. SILT SOCK

- A. Silt sock may be used in lieu of silt fence for erosion and sediment control. If silt sock is used, it shall be Filtrexx Silt Soxx or approved equal. This material shall be installed and maintained per manufacturers recommendations.

**7. GENERAL MAINTENANCE**

- A. Protection of Graded Areas: Protect newly graded areas from traffic and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades in settled, eroded, and rutted areas to specified tolerances.
- C. Reconditioning Compacted Areas: Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify surface, reshape, and compact to required density prior to further construction.
- D. Settling: Where settling is measurable or observable at excavated areas during general project warranty period, remove surface (pavement, lawn, or other finish), add backfill material, compact, and replace surface treatment. Restore appearance, quality, and condition of surface or finish to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

**8. MEASUREMENT AND PAYMENT**

- A. Silt Fence/Silt Sock shall be measured and paid for by the linear foot of installed and accepted fence. The work shall include all excavation, materials, tools, and any other items necessary to properly install the silt fence.
- B. Inlet Protection shall be measured and paid for per each installed and accepted area around each inlet that requires inlet protection, as shown on the plans. The work shall include all excavation, equipment, labor, materials, tools, and any other items necessary to properly install the inlet protection.

**END OF SECTION 2350**

**SECTION 2400 - PREPARATION OF SUBGRADE****1. GENERAL**

- A. This section covers the work necessary for the preparation of subgrade for the sidewalks, driveways, and approaches.

**2. GENERAL**

- A. Where the term "Standard Specifications" is used, such reference shall mean the latest edition of the Missouri Standard Specifications for Highway Construction, except as otherwise provided in the contract documents. Where reference is made to a specific part of the Standard Specifications, such applicable part shall be considered as part of this Section of the Specifications. In case of conflict in the requirements of the Standard Specifications and the requirements stated herein, the requirements herein shall prevail.
- B. All underground work contemplated in the area of the subgrade shall be completed and properly backfilled before subgrade work is started.

**3. DEFINITIONS**

- A. Relative Compaction: Relative compaction is defined as the ratio, in percent, of the as-compacted field dry density to the laboratory maximum dry density as determined by ASTM D 698. Corrections for oversize materials may be applied to either the as-compacted field dry density or the maximum dry density, as determined by the Engineer.

**4. EXCAVATION**

- A. The excavation is unclassified and shall include removal of all materials, which are encountered in excavating to the required grades.

**5. EMBANKMENT**

- A. Embankment material shall conform to the requirements for Earth Fill or Granular Fill in Section 2300, EARTHWORK.

**6. SUBGRADE REPAIR**

- A. Material used for subgrade repair shall conform to the requirement for Granular Fill in Section 2300, EARTHWORK.

**7. EQUIPMENT**

- A. Furnish all necessary equipment required to accomplish the excavating, shaping, grading and rolling, and compaction specified herein.

**8. PREPARATION**

- A. Preparation of excavation and embankment areas shall be in accordance with Section 2000, CLEARING, GRUBBING, AND STRIPPING and Section 2200, REMOVALS.

**9. SUBGRADE**

- A. In advance of setting line and grade stakes, all depressions or ruts, which contain water, shall be drained. The grade shall then be bladed and dragged to remove inequalities and scarified as necessary to secure a uniform surface.
- B. Excavation: Excavate and shape the subgrade to line, grade and cross section shown on the drawings.

## C. Embankment:

1. Place embankment in lifts not to exceed 8 inches in compacted thickness.
2. Each lift shall be sprinkled with water or aerated and dried, as required, to obtain the optimum moisture required for the specified compaction.
3. Compact each lift to 95 percent relative compaction before placing the next lift of embankment material.
4. Construct the embankment to the line, grade and cross section shown on the drawings.

## D. Completed Subgrade

1. The completed bottom surface of the excavations and top surface of the embankment shall be defined as the subgrade.
  2. The subgrade shall be sprinkled with water or aerated and dried, as required, to obtain the optimum moisture required for the specified compaction.
  3. Roll the subgrade until the top 6 inches is compacted to 95 percent relative compaction.
- E. The finished subgrade shall be within a tolerance of  $\pm 0.1$  foot of the grade and cross section shown, and shall be smooth and free from irregularities and at the specified density.
- F. The subgrade shall be considered to extend over the full width of the base course. Compaction shall extend 1 foot beyond the edge of paving, curb, or form.

10. SUBGRADE REPAIR

- A. During compaction of the prepared subgrade, the Contractor shall record and report all soft or uncompactable areas to the Engineer.
- B. Where the Engineer deems subgrade material to be unsatisfactory, excavation will be required to such depths as necessary to remove the unsatisfactory subgrade material.
1. The excavated material shall be disposed of at a Contractor furnished offsite disposal site.
- C. Backfill the excavated areas with subgrade repair material.
1. Place backfill in lifts not to exceed 8 inches compacted thickness.
  2. Compact lift to 95 percent relative compaction before placing the next lift of subgrade repair material.
- D. If the excavation below subgrade is required because of negligence on the part of the Contractor, the necessary excavation, backfilling and compaction required to restore the subgrade satisfactorily shall be at the Contractor's sole expense.

11. PROOFROLLING

- A. Following completion of the subgrade repair and final compaction, the entire subgrade area shall be proofrolled.
- B. Proofroll the entire subgrade with a minimum of two complete surface coverages with the wheels of a loaded 10-yard dump truck or other approved equipment.
1. The dump truck shall have dual wheels on tandem rear axles (eight rear wheels total) and shall be loaded with a minimum of 10 cubic yards of crushed rock.
- C. During proofrolling of the compacted subgrade, the Engineer will observe and record all soft areas and unstable areas that show subgrade movement during proofrolling.

- D. The limits of subgrade failure that were developed during proofrolling will be marked by the Engineer.
  - 1. The areas marked shall be excavated to such depths as necessary to remove the unsatisfactory subgrade material.
- E. Backfill the excavated areas with subgrade repair material.
  - 1. Place backfill in lifts not to exceed 8 inches in compacted thickness.
  - 2. Compact each lift to 95 percent relative compaction before placing the next lift of subgrade repair material.
- F. The subgrade in the area of the completed backfill shall be rolled until the top 6 inches is compacted to 95 percent relative compaction.
- G. If the excavation below subgrade is required because of negligence of the Contractor, the necessary excavation, backfilling and compaction required to restore the subgrade satisfactorily shall be at the Contractor's sole expense.

#### 12. PROTECTION OF SUBGRADE

- A. After preparing the subgrade as above specified, all unnecessary traffic shall be kept off. Should it be found necessary to haul over the prepared subgrade, the Contractor shall drag and roll the traveled way as frequently as may be necessary to remove ruts, cuts, and breaks in the surface. All cuts, ruts, and breaks in the surface of the subgrade that are not removed by the above operations shall be raked and hand tamped. All equipment used for transporting materials over the prepared subgrade shall be equipped with pneumatic tires.
- B. Continued use of sections of prepared subgrade for hauling, so as to cut up or deform it from the true cross section, will not be permitted. The Contractor shall protect the prepared subgrade from traffic.
- C. The Contractor will be required, at the Contractor's sole expense, to plank the subgrade before hauling materials or equipment over it.
- D. The subgrade shall be maintained in the finished condition until the first succeeding course is placed.

#### 13. DRIVEWAYS AND PARKING AREAS

- A. Excavate or construct embankment and shape driveway and parking area subgrade to the proper line, grade and cross section.
- B. Preparation, subgrade repair, compaction and protection of the driveway and parking area subgrade shall be as specified herein.

#### 14. PAYMENT

- A. Payment for work specified in this section will be made as part of the unit bid price for Aggregate Base Course.

#### **END SECTION 2400**

**SECTION 3200 - MISCELLANEOUS METALS****1. GENERAL**

- A. This section covers the miscellaneous metal products that shall be used on the project.
- B. Products shall be installed per the manufacturer's recommendations and as shown on the plans.

**2. RELOCATING SIGNS**

- A. Any signs designated to be relocated shall be removed in such a manner as to protect the existing sign and post to the extent that it can be reused in the new location. Any damage caused during the removal process shall be the responsibility of the Contractor and shall be replaced with similar materials at no cost to the Owner.
- B. The Contractor shall store the signs in a safe location until they are ready to reinstall the sign.
- C. If not shown on the plans, the new location of the relocated sign shall be as directed by the Owner's Representative.

**3. METHOD OF MEASUREMENT**

- A. Signs. The quantity measured shall be the number of signs installed and accepted.

**4. PAYMENT**

- A. These prices shall be full compensation for the execution of the pay items indicated including all material, equipment, labor and incidentals necessary to complete these items, including disposal off site.
- B. Signs. Accepted work will be paid for at the contract unit bid price for all Signs and shall include all material (**signs, fasteners and posts, etc.**), equipment, excavation, labor and incidentals necessary for the installation. If no unit price is included in the contract, the work required to complete the contract, or as directed by the Engineer, will be considered incidental to the work.

**END SECTION 3200**

**SECTION 3900 – UTILITY ADJUSTMENT****1. GENERAL**

- A. Utility Adjustment. This work shall consist of minor adjustment to manhole covers, meter covers, hand holes, inlets/sills and similar items as necessary to bring the utility to the grade of the improvements as shown on the plans.

**2. EXECUTION****A. UTILITY ADJUSTMENT**

1. It shall be the Contractors responsibility to perform, or coordinate, the necessary adjustments to all utilities affected by the work, regardless of the Owner. This work must be performed in a timely manner and delays to the work caused by entities other than the Engineer or Owner will not be cause for additional time to complete the Contract.
2. Existing frames and covers shall be salvaged and reused if possible. New manhole steps shall be provided as necessary. New adjusting rings (adapters) shall be provided if necessary.
3. The Owner of the Utility must be made aware of the work and necessary adjustments prior to commencement of the work. The Contractor will contact the Owner to discuss any adjustments to be performed.
4. Any adjustment performed by the Contractor must meet any standards, specifications or permitting requirements as required by the Owner or Governing Entity involved.

**3. MEASUREMENT**

- A. Utility Box Adjustments. The quantity measured shall be per each utility box adjusted and accepted.
- B. Water Meter / Valve / Hydrant Adjustments. The quantity measured shall be per each water meter / valve / hydrant adjusted and accepted.
- C. Storm Sewer Structure Adjustments. The quantity measured shall be per each storm and sanitary sewer structure adjusted and accepted.

**4. PAYMENT**

- A. This price shall be full compensation for the execution of the pay item indicated including all material, equipment, labor, tools and incidental items necessary to complete these items.
- B. Utility Adjustments. Payment for this work shall be at the contract unit price per each utility adjustment made and accepted. This work includes furnishing and placing all materials, and shall include, but are not limited to, water meters, water service valves, pull boxes, manhole covers, inlets and sewer vents.

**END SECTION 3900**

**SECTION 4000 – ASPHALT PAVEMENT****1. GENERAL**

- A. This Section includes: Construction of an asphaltic concrete pavement and surface overlay. The asphalt pavement shall be asphaltic concrete as specified in the latest version of the "Missouri Standard Specifications for Highway Construction."

**2. DESCRIPTION OF WORK**

- A. Extent of asphalt paving work is shown on drawings.

**3. SUBMITTALS**

- A. Material Certificates: Provide copies of materials certificates signed by material producer and Contractor certifying that each material item complies with, or exceeds, specified requirements.

**4. SITE CONDITIONS**

- A. Weather Limitations: Apply tack coat when pavement and ambient temperature is above 45°F (7°C), and when temperature has not been below 35°F (1 C) for 12 hours immediately prior to application. Do not apply when pavement surface is wet or contains an excess of moisture.
- B. Construct asphalt pavement when atmospheric temperature is above 45°F (7°C), and when base is dry.
- C. Grade Control: Establish and maintain required lines and elevations.

**5. MATERIALS**

- A. General: Use materials as specified in the Plans.
- B. Coarse Aggregate: Sound, durable rock meeting the requirements of the Missouri Standard Specifications for Highway Construction.
- C. Fine Aggregate: Fine, granular material meeting the requirements of the Missouri Standard Specifications for Highway Construction.
- D. Mineral Filler: Rock or slag dust, hydraulic cement, or other inert material complying with the requirements of the Missouri Standard Specifications for Highway Construction.
- E. Asphalt Binder shall be homogenous and free from water, and shall not, on heating, foam below the specified minimum flash point. It shall be prepared by refining crude petroleum by suitable methods. It shall conform to the requirements of the Missouri Standard Specifications for Highway Construction.
- F. Tack Coat: Emulsified asphalt, AASHTO M 140 (ASTM D 997) or M 208 (D 2397); SS-1, SS-1H, CSS-1 or CSS-1H, diluted with one part water to one part emulsified asphalt.
- G. Prime Coat: Cutback asphalt type, AASHTO M-82 (ASTM D2027) MC-30, MC-70 or MC-250.
- H. Blotter Aggregate: Washed concrete sand.

**6. ASPHALT AGGREGATE MIXTURE**

- A. Provide plant-mixed, hot-laid asphalt aggregate mixture complying with the Missouri Standard Specifications for Highway Construction for base mix and BP-1.

**7. SURFACE PREPARATION**

- A. Tack Coat: Apply to contact surfaces of previously constructed or prepared asphalt surfaces abutting or projecting into asphalt pavement. Distribute at rate of 0.02 to 1.00 gal. per sq. yd. of surface.
1. Allow to dry until at proper condition to receive asphalt pavement.



2. Exercise care in applying asphalt materials to avoid smearing of adjoining concrete surfaces. Remove and clean damaged surfaces.

- B. Spalled concrete surfaces shall be patched and compacted with asphalt pavement (Type BP-1) prior to applying tack coat.

#### 8. PLACING MIX

- A. General: Place asphalt pavement mixture on dry, prepared surface, spread and strike-off. Spread mixture at minimum temperature of 225°F (107°C). Place only when both air temperature and surface temperature are above 45°F. Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.
- B. The mixture shall be spread only upon a clean and dry surface, and only when weather conditions are suitable.
- C. Paver Placing: Place in strips not less than 9' wide, unless otherwise acceptable to Resident Engineer. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. This procedure shall be followed until the full width of the street is complete. The Contractor will not be allowed to place asphalt on other streets until an entire street is complete. The intent is to avoid cold longitudinal joints on the surface course. If Contractor does not pave adjacent to the previous strip, the Contractor will be required to sawcut the longitudinal joint to create a vertical edge. Prior to the adjacent asphalt mat the Contractor shall clean the vertical edge and apply tack coat. This work shall be considered incidental to the contract.
- D. Hot Joints: prior to the first pavement strip's temperature dropping below 200 degrees Fahrenheit, the second strip will be required to be laid alongside the first pavement strip. This will create a hot joint, the density on both sides of the joint will be compacted together to form a solid bond. The intent is to avoid cold longitudinal joints; this includes longitudinal and transverse butt joints.
- E. Butt Joints: Saw cutting cold transverse butt joints will be required. All saw cuts will be incidental to the contract.

#### 9. ROLLING

- A. General: Begin rolling when mixture will bear roller weight without excessive displacement.
- B. Compact mixture with hot hand tampers or vibrating plate compactors approved by the Engineer in areas inaccessible to rollers.
- C. Breakdown Rolling: Accomplish breakdown or initial rolling using an eight ton to twelve ton three wheel roller or two wheel tandem roller or self propelled pneumatic roller immediately following rolling of joints and outside edge. Check surface after breakdown rolling, and repair displaced areas by loosening and filling, if required, with hot material.
- D. Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot with a pneumatic tire oscillating-type roller developing at least 80 pounds per square inch contact pressure for all wheels. Continue second rolling until mixture has been thoroughly compacted.
- E. Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks with not less than a ten ton, two or three wheel tandem-type roller. Continue rolling until roller marks are eliminated and pavement has attained maximum density.
- F. The Contractor shall complete all Rolling activities prior to the asphalt mixture cooling below 185 degrees Fahrenheit.
- G. Patching: Remove and replace pavement areas mixed with foreign materials and defective areas. Cut-out such areas and fill with fresh, hot asphalt pavement mixture. Compact by rolling to maximum surface density and smoothness.
- H. Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.
- I. Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

#### 10. FIELD QUALITY CONTROL

- A. General: Test in-place asphalt pavement courses for compliance with requirements for thickness and surface smoothness. Repair or remove and replace unacceptable pavement as directed by Engineer.

11. THICKNESS

- A. In-place compacted thickness will not be acceptable if exceeding the following allowable variation from required thickness:
1. Surface Course: As indicated on the plans, with a variance of no more than 1/4", plus or minus, 1-3/4" to 2-1/4".
  2. Spot Wedge: 1" nominal thickness as needed, or as otherwise indicated on the plans.
  3. Base Course: 3" per pass for a total thickness as indicated on the plans.
  4. Surface Overlay: 2" nominal thickness, or as otherwise indicated on the plans.

12. SURFACE SMOOTHNESS

- A. The surface of each layer shall be substantially free from waves or irregularities. The final surface shall not vary from a 10-foot straightedge, applied parallel to the centerline, by more than 1/8 inch. At transverse construction joints, the surface shall not vary from the 10-foot straightedge by more than 1/8 inch. The Profile Index (PRI) shall be no greater than 15 inches per mile, in accordance with the Missouri Standard Specifications for Highway Construction.
- B. Check surface areas at intervals as directed by Engineer.

13. MEASUREMENT

- A. Tack and Prime Coat. No direct measurement of the tack, prime, or fabric tack coat will be performed.
- B. Asphalt Pavement. The quantity measured shall be the square yards of asphalt in place, compacted and approved by the Engineer.

14. PAYMENT

- A. Payment shall be at the unit prices as herein indicated. These prices shall be full compensation for the execution of pay items indicated including all material, furnishing equipment, labor, tools and incidentals necessary to complete these items.
- B. If there is no quantity shown in the bidding schedule, the work covered by this section shall be considered as a subsidiary obligation of the Contractor covered under the other contract items. Only accepted work will be measured.
- C. Tack and Prime Coat. No direct payment for these items will be made and will be considered incidental and a subsidiary obligation of the Contractor covered under asphalt Pavement Mixture.
- D. Standard Duty Asphalt Pavement  
Payment shall be at the unit price per square yard of asphalt placed which shall be full compensation for furnishing and placing all materials.
- E. Heavy Duty Asphalt Pavement  
Payment shall be at the unit price per square yard of asphalt placed which shall be full compensation for furnishing and placing all materials.
- F. Asphalt Overlay  
Payment shall be at the unit price per square yard of asphalt placed which shall be full compensation for furnishing and placing all materials.

**END SECTION 4000**

**SECTION 5000 - PORTLAND CEMENT CONCRETE****1. GENERAL**

- A. This Section includes the installation of concrete approaches, pavement, sidewalks (including curb ramps), driveways and curb and gutter sections and all associated reinforcing steel and welded wire fabric. The Work shall be accomplished in accordance with these Specifications and the applicable drawings.

**2. SUMMARY**

- A. The extent of Portland Cement Concrete paving is shown on drawings.
- B. Concrete and related materials are specified herein.

**3. SUBMITTALS**

- A. Provide samples, manufacturer's product data, test reports, and materials' certifications as required in referenced sections for concrete and joint fillers and sealers.
- B. For reinforcing steel provide:
  - 1. Bending lists.
  - 2. Placing drawings.
  - 3. Certified Mill Test Reports

**4. FORMS**

- A. Forms. Steel, 2-inch dimensional wood or other suitable material of size and strength to resist movement during concrete placement and to retain horizontal and vertical alignment until removal. Use straight forms, free of distortion and defects.
  - 1. Use flexible spring steel forms or laminated boards to form radius bends as required.
  - 2. Form material for the face of the curb shall not have any horizontal joints closer than 7 inches from the top of the curb.
  - 3. Provide stakes and bracing materials as required to hold forms securely in place.
  - 4. Tops of forms shall not depart from grade line more than 1/8 inch when checked with a 10-foot straightedge. Alignment of straight sections shall not vary more than 1/8 inch in 10 feet.
- B. Coat forms with a nonstaining form release agent that will not discolor or deface surface of concrete.

**5. CONCRETE MATERIALS**

- A. Portland Cement: ASTM C 150, Type I.
  - 1. Use one brand of cement throughout project, unless otherwise acceptable to Engineer.
  - 2. Normal Weight Aggregates: ASTM C 33, and as herein specified. Provide aggregates from a single source. Do not use fine or coarse aggregates containing spall-causing or other deleterious substances. Aggregates shall be "Meramec Sand and Gravel".
  - 3. Lightweight Aggregates: ASTM C 330.
- B. Water: Potable.
- C. Pozzolanic Admixtures: Pozzolanic admixtures or fly ash may not be used or substituted for other elements in the concrete mix.

- D. Air-Entraining Admixtures: Air-entraining admixtures shall meet the requirements of ASTM C 260 and shall be added to the mixer in the amount necessary to produce the specified air content. The air-entrainment agent and the water reducer admixture shall be compatible.
- E. Water-Reducing Admixtures: Only if approved by the Engineer; water-reducing, set-controlling admixtures shall meet the requirements of ASTM C 494, Type A, water-reducing or Type D, water-reducing and retarding admixtures, and shall be added at the mixer separately from air-entraining admixtures in accordance with the manufacturer's printed instructions.
- F. Grout: The grout mixture can be any commercially made product for highway patching made of an epoxy base. The grout shall be compatible with concrete and steel and capable of binding the dowel with the concrete. The matrix may be extended with hard durable aggregate following the manufacturer's recommendations. The grout shall be discarded after 45 minutes and shall not be retempered. The minimum strength shall be equal to the strength of the concrete pavement. Samples of the grout shall be submitted to the Engineer before grouting begins. Grout shall have a minimum strength of 4,000 psi in 28 days.
- G. Liquid-Membrane Forming and Sealing Curing Compound: Comply with ASTM C 309, Type I, Class A unless otherwise specified by the Engineer. Moisture loss no more than 0.055 gr./sq. cm. when applied at 150 sq. ft./gal. Only white-pigmented compound may be used.
- H. Joint Fillers: All expansion joints shall be "non-gassing".
  - 1. Exposed curb and gutter joints shall be sealed with Crafcro "Asphalt Rubber Plus" or approved equal. Comply with ASTM 1190.
  - 2. Expansion joint filler shall be 1/2-inch thick, preformed and nongassing. It shall be Homex Plus expansion joint material or approved equal.

## 6. CONCRETE PAVEMENT

### A. CONCRETE MIX, DESIGN, AND TESTING

- 1. Design mix to produce normal-weight concrete consisting of Portland cement, aggregate, water-reducing or set retarding admixture, air-entraining admixture, and water to produce the following properties:
  - a) Compressive Strength: 4,000 psi, minimum at 28 days, unless otherwise indicated.
  - b) Air Content: 5-1/2 percent  $\pm$  1-1/2 percent.
  - c) Maximum Slump: 4 inches.

### B. SURFACE PREPARATION

- 1. Remove loose material from compacted subbase surface immediately before placing concrete.
- 2. Proof-roll prepared subbase surface to check for unstable areas and need for additional compaction. In areas too small or confined to proof-roll, method shall be approved by the Engineer. Do not begin paving work until such conditions have been corrected and are ready to receive paving.
- 3. Aggregate Base
  - a) The material to be used in the aggregate base shall be Type 5 Aggregate, unless otherwise approved by the Owner.

- b) Aggregate shall be placed on the subgrade in a layer of uniform thickness 4 inches in compacted depth. The aggregate for each course shall be handled and spread in a manner that will prevent segregation of sizes. A greater layer thickness may be considered if it can be clearly demonstrated that the desired compaction can be obtained for the entire layer thickness.
- c) Each layer shall be cleaned of loose and foreign matter before the subsequent layer is placed. Water content of the material shall be maintained during placement. Moisture content shall be maintained at + 2 percent of optimum.
- d) The aggregate shall be compacted to not less than 95 percent of the maximum laboratory density as determined by the Standard Proctor Test AASHTO T-99 (ASTM D-698).
- e) Top surface of the compacted aggregate base course shall be finished by blading or with automated equipment specially designed for the purpose and rolled with a steel-wheeled roller. Addition of thin layers of fine materials to the top of the base course to meet the grade will not be acceptable.
- f) Surfaces of the completed aggregate base shall not deviate more than ½ inch when tested with a 10-foot straightedge. The completed compacted thickness of any course shall be within plus ¾ inch and minus ½ inch of indicated thickness, and the average thickness shall not be less than the design thickness indicated.

#### C. FORM CONSTRUCTION

- 1. Set forms to required grades and lines, braced and secured.
- 2. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.

#### D. CONCRETE PLACEMENT

- 1. Do not place concrete until subbase and forms have been checked for line and grade. Moisten subbase if required to provide a uniform dampened condition at time concrete is placed. Do not place concrete around manholes or other structures until they are at required finish elevation and alignment.
- 2. Place concrete by methods that prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with vibrator. Keep vibrator away from joint assemblies, or side forms. Consolidate with care to prevent dislocation of reinforcing, dowels, and joint devices. Use only square-faced shovels for hand spreading and consolidation.
- 3. Mixing and concreting operations shall be discontinued when a descending ambient temperature away from artificial heat reaches 40 degrees Fahrenheit and not resumed until an ascending ambient temperature away from artificial heat reaches 35 degrees Fahrenheit. Concrete shall not be placed on subgrade with a temperature less than 35 degrees Fahrenheit. Concrete temperature shall not drop below 65 degrees Fahrenheit for a period of no less than 6 days after placement. Concrete exposed to melting snow during daytime and freezing during nighttime shall be protected from freezing until strength of at least 3500-psi has been attained.
- 4. If approval has been granted for the Contractor to place the concrete while the ambient temperature is at or lower than 40 degrees Fahrenheit, the Contractor shall take precautionary measures to prevent damage by freezing, such as heating mixing water, heating aggregates, or applying heat directly to the contents of the mixer. Aggregates shall not be heated higher than 150 degrees Fahrenheit, and the temperature of the aggregates and mixing water combined shall be not higher than 100 degrees Fahrenheit, when the cement is added. Unless otherwise authorized, the temperature of the mixed concrete when heating is employed shall not be less than 50 degrees Fahrenheit and not more than 80 degrees Fahrenheit at the time of placement. Cement or fine aggregate containing lumps or crusts of hardened material or frost shall not be used. Concrete shall not be placed upon a frozen subgrade.

5. Use bonding agent at locations where fresh concrete is placed against hardened or partially hardened concrete surfaces.
6. Deposit and spread concrete in a continuous operation between transverse joints as far as possible. If interrupted for more than ½ hour, place a construction joint.
7. When adjacent pavement lanes are placed in separate pours, do not operate equipment on concrete until pavement has attained sufficient strength to carry loads without injury.

E. JOINTS

1. All joints shall conform to these specifications and the drawings.
  - a) At locations where adjacent longitudinal concrete pavement is designated for replacement, a "Type L" longitudinal construction joint per MoDOT Standard Plans shall be installed. The dowel shall be centered exactly over the joint.
  - b) Transverse contraction joints in pavement shall conform to "TYPE C1" transverse construction joints per MoDOT Standard Plans. The dowel shall be centered exactly over the joint.
  - c) All joints shall be placed at right angles to or radial to the centerline of the pavement unless directed otherwise.
2. Sawed Joints
  - a) Premolded strips shall not be used in place of saw cutting joints. All joints shall be sawed according to the following:
    - a. Transverse contraction joints in the pavement shall be sawed at fifteen-foot (15') intervals, or as directed by the Engineer, with the joint groove cut to the dimensions shown on the drawings. When the groove for poured type transverse joints is cut prior to removal of the forms, the groove shall be cut as close as is practical to the pavement edge; and the resulting crescent-shaped plug in the groove immediately adjacent to the form will be acceptable. Sawing of joints shall commence as soon as the concrete has hardened sufficiently to permit sawing without excessive raveling. All joints shall be sawed before shrinkage cracking takes place. In general, all joints shall be sawed in sequence.
3. Structures
  - a) Manhole castings within pavement limits shall be boxed as directed by the Engineer in the field and surrounded by ½" white closed cell poly foam.
  - b) All catch basins shall be separated from the pavement by ¾ inch premolded expansion joint material extending completely through the curb and pavement slab. Catch basin sills shall be separated from the pavement by ¾ inch premolded expansion joint material extending completely through the pavement.
  - c) When a transverse joint falls within five feet of or contacts a drainage or utility structure, the joint shall be moved to either side to permit the joint to fall in the center of round structures or at the corner of rectangular structures and the joint spacing adjusted accordingly, or shall be placed as directed by the Engineer in the field.
  - d) Expansion joints shall be installed between the new pavement and any existing driveways.
  - e) Expansion joints shall be placed between any building or structure when new pavement is placed adjacent to that building or structure unless directed otherwise.
  - f) All expansion joint material shall be 8" tall and designed such that the top portion of the material can be removed after the concrete has set to leave a ½" channel that is ready to be sealed. It is the responsibility of the Contractor to remove and properly dispose of the excess material produced due to the formation of this ½" channel. The expansion joint material shall be approved by the Engineer prior to construction beginning.

**F. CONCRETE FINISHING**

1. After striking-off and consolidating concrete, smooth surface by screeding and floating. Use hand methods only where mechanical floating is not possible. Adjust floating to compact surface and produce uniform texture. See plans for description of finished surfaces unless otherwise specified.
2. After floating, test surface for trueness with a 10-foot straightedge. Distribute concrete as required to remove surface irregularities, and refloat repaired areas to provide a continuous smooth finish.
3. Work gutters and back top edge of curb with an edging tool, and round to 1/2-inch radius, unless otherwise indicated. Eliminate tool marks on concrete surface.
4. After completion of floating and when excess moisture or surface sheen has disappeared, complete troweling and finish surface as follows:
  - a) Broom finish by drawing a fine-hair broom across concrete surface perpendicular to line of traffic. Repeat operation if required to provide a fine line texture acceptable to Engineer.
  - b) After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by Engineer.
5. Profile Index (PRI) shall be no greater than 30 inches/mile (PRI less than 30) in accordance with the American Concrete Pavement Association Technical Bulletin TB-006. O-C "Constructing Smooth Concrete Pavements."

**Acceptable Profile Index for Different Facilities**

ROAD CLASS	FACILITY TYPE	ACCEPTABLE PROFILE INDEX	
		< 45 MPH	> 45 MPH
A (1)	Interstate and Rural Primary (tangents and curves > 1500 ft. radius)	---	10
A (2)	Interstate and Rural Primary (curves > 850 ft. < 1500 ft. radius)	---	12
B	Urban Freeways	---	12
C	Ramps/Loops	30	30
D	Secondary Roads and Municipal Streets	30	12

**G. CURING**

1. Protect and cure finished concrete paving using white pigmented membrane-forming curing and sealing compound applied at a minimum of one gallon per 150 square feet or approved moist-curing methods. Apply per manufacturer's recommendations.
2. Protect pavement from rain by an approved means during the curing process.

**H. REPAIRS AND PROTECTIONS**

1. Repair or replace broken or defective concrete, as directed by the Engineer.
2. Drill test cores where directed by the Engineer when necessary to determine magnitude of cracks or defective areas. Fill drilled core holes in satisfactory pavement areas with Portland cement concrete bonded to pavement with epoxy adhesive.
3. Protect concrete from damage until acceptance of work.

4. Sweep concrete pavement and wash free of stains, discolorations, dirt, and other foreign material just before final inspection.

## 7. CONCRETE SIDEWALK

### A. CONCRETE MIX, DESIGN, AND TESTING

1. Design mix to produce normal-weight concrete consisting of Portland cement, aggregate, water-reducing or set retarding admixture, air-entraining admixture, and water to produce the following properties:
  - a) Compressive Strength: 4,000 psi, minimum at 28 days, unless otherwise indicated.
  - b) Air Content: 5-1/2 percent  $\pm$  1-1/2 percent.
  - c) Maximum Slump: 4 inches.

### B. SURFACE PREPARATION

1. Bring the areas on which sidewalks are to be constructed to required grade and compact by sprinkling and rolling or mechanical tamping. As depressions occur, refill with suitable material and recompact until the surface is at the proper grade. The top 6 inches of the subgrade shall be compacted to 95 percent of standard proctor. Remove loose material from compacted subbase surface immediately before placing aggregate base.
2. Aggregate Base
  - a) The material to be used in the aggregate base shall be Type 5 Aggregate, unless otherwise approved by the Owner.
  - b) Aggregate shall be placed on the subgrade in a layer of uniform thickness 4 inches in compacted depth. The aggregate shall be handled and spread in a manner that will prevent segregation of sizes.
  - c) The aggregate base shall be cleaned of loose and foreign matter.
  - d) The aggregate shall be compacted to not less than 95 percent of the maximum laboratory density as determined by the Standard Proctor Test AASHTO T-99 (ASTM D-698).
  - e) Top surface of the compacted aggregate base course shall be finished by blading or with automated equipment specially designed for the purpose and compacted using vibratory compaction plates.
  - f) Surfaces of the completed aggregate base shall not deviate more than 1/4 inch when tested with a 4-foot straightedge. The completed compacted thickness of any course shall be within plus or minus 1/2 inch of indicated thickness, and the average thickness shall not be less than the design thickness indicated.
  - g) Do not order concrete until the Engineer has approved the compacted subbase and inspected all forms.

### C. FORM CONSTRUCTION

1. Sidewalks shall be installed at the width specified in the drawings and shall be four (4") inches thick, with expansion joints at fifteen (15') foot intervals for the full width and depth with control joints at five (5') foot intervals or as directed by the Engineer.
2. Extend expansion joint fillers the full width and depth of the joint, not less than 1/2 inch nor more than 1 inch below finished surface where joint sealer is indicated.



3. Set forms to required grades and lines, braced and secured. Install forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
4. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.

#### D. CONCRETE PLACEMENT

1. Do not place concrete until subbase and forms have been checked by the Engineer for line and grade. Moisten subbase, if required, to provide a uniform dampened condition at time concrete is placed.
2. Place concrete by methods that prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with vibrator. Use only square-faced shovels for hand spreading and consolidation.
3. If applicable, match existing texture and finish of pavement being replaced.
4. Mixing and concreting operations shall be discontinued when a descending ambient temperature away from artificial heat reaches 40 degrees Fahrenheit and not resumed until an ascending ambient temperature away from artificial heat reaches 35 degrees Fahrenheit. Concrete shall not be placed on subgrade with a temperature less than 35 degrees Fahrenheit. Concrete temperature shall not drop below 65 degrees Fahrenheit for a period of no less than 6 days after placement. Concrete exposed to melting snow during daytime and freezing during nighttime shall be protected from freezing until strength of at least 3500-psi has been attained.
5. If approval has been granted for the Contractor to place the concrete while the ambient temperature is at or lower than 40 degrees Fahrenheit, the Contractor shall take precautionary measures to prevent damage by freezing, such as heating mixing water, heating aggregates, or applying heat directly to the contents of the mixer. Aggregates shall not be heated higher than 150 degrees Fahrenheit, and the temperature of the aggregates and mixing water combined shall be not higher than 100 degrees Fahrenheit, when the cement is added. Unless otherwise authorized, the temperature of the mixed concrete when heating is employed shall not be less than 50 degrees Fahrenheit and not more than 80 degrees Fahrenheit at the time of placement. Cement or fine aggregate containing lumps or crusts of hardened material or frost shall not be used. Concrete shall not be placed upon a frozen subgrade.

#### E. CONCRETE FINISHING

All edges and joints shall be finished with an edging tool having a radius of 1/4 inch.

##### 1. Expansion Joints

- a) Transverse expansion joints, 1/2-inch thick, shall be installed at a maximum 15-foot interval along sidewalks and where ends of sidewalks abutting buildings, walls, steps, other rigid structures, poles, other protrusions through the sidewalk, or other sidewalks.
- b) Transverse expansion joints in sidewalks running parallel and adjacent to concrete curb and gutters shall be installed to match the expansion joint in the curb.
- c) Install 1/2-inch-thick expansion joints between sidewalks running parallel and adjacent to buildings, walks, other rigid structures, or the back of curb and gutter.

##### 2. Contraction Joints

- Transverse contraction joints shall be 1/4 inches wide by 1-inch deep weakened plane joints. They shall be straight and at right angles to the surface of the sidewalks.
- Transverse contraction joints in sidewalks running parallel and adjacent to concrete curb and gutters shall be installed to match the contraction joint's location in the curb.

3. Broom the surface with a fine-hair broom at right angles to the length of the sidewalk and tool at all edges, joints, and markings as shown on the drawings. Mark the sidewalks transversely as shown on the drawings with a jointing tool. All sidewalks shall have a magnesium float finish prior to brooming. The Contractor shall prepare a sample of the broom finish for approval by the Engineer prior to the placement of any sidewalks.
4. Contractor shall erect barricades to protect the new concrete sidewalk from traffic. Any markings in the sidewalk of any sort shall be removed or the defective sidewalk removed and replaced by the Contractor at his cost as directed by the Engineer.
5. Do not remove forms for 24 hours after concrete has been placed. After form removal, clean ends of joints and point-up any minor honeycombed areas. Remove and replace areas or sections with major defects, as directed by the Engineer.

#### F. CURING

1. Protect and cure finished concrete paving using white pigmented membrane-forming curing and sealing compound applied at a minimum of one gallon per 150 square feet or approved moist-curing methods. Apply per manufacturer's recommendations.
2. Protect pavement from rain by an approved means during the curing process.

### 8. CONCRETE APPROACH AND CONCRETE DRIVEWAY

**All specifications for the construction of concrete approaches and concrete driveways shall be the same as specified in the CONCRETE PAVEMENT section of these specifications.**

### 9. CONCRETE CURB AND GUTTER AND CONCRETE RETAINING WALLS

#### A. CONCRETE MIX, DESIGN, AND TESTING

1. Design mix to produce normal-weight concrete consisting of Portland cement, aggregate, water-reducing or set retarding admixture, air-entraining admixture, and water to produce the following properties:
  - a) Compressive Strength: 4,000 psi, minimum at 28 days, unless otherwise indicated.
  - b) Air Content: 5-1/2 percent  $\pm$  1-1/2 percent.
  - c) Maximum Slump: 4 inches.

#### B. SURFACE PREPARATION

1. Bring the areas on which curb and gutter or retaining wall is to be constructed to required grade and compact by sprinkling and rolling or mechanical tamping. The top 6 inches of the subgrade shall be compacted to 95 percent of standard proctor. Remove loose material from compacted subbase surface immediately before placing aggregate base.
2. Aggregate Base
  - a) The material to be used in the aggregate base shall be Type 5 Aggregate, unless otherwise approved by the Owner.
  - b) Aggregate shall be placed on the subgrade in a layer of uniform thickness 4 inches in compacted depth. The aggregate shall be handled and spread in a manner that will prevent segregation of sizes.
  - c) The aggregate base shall be cleaned of loose and foreign matter.
  - d) The aggregate shall be compacted to not less than 95 percent of the maximum laboratory density as determined by the Standard Proctor Test AASHTO T-99 (ASTM D-698).

- e) Do not order concrete until the Engineer has approved the compacted subbase and inspected all forms.

#### C. FORM CONSTRUCTION

1. Construct curb and gutter and retaining walls to line and grade shown or established by the Engineer. Curb and gutter and retaining walls, with or without form liners, shall conform to the details shown on the drawings.
2. Set forms to required grades and lines, braced and secured. Install forms to allow continuous progress of work and so that forms can remain in place at least 24 hours after concrete placement.
3. Clean forms after each use and coat with form release agent as required to ensure separation from concrete without damage.

#### D. CONCRETE PLACEMENT

1. Do not place concrete until subbase and forms have been checked by the Engineer for line and grade. Moisten subbase, if required, to provide a uniform dampened condition at time concrete is placed.
2. Place concrete by methods that prevent segregation of mix. Consolidate concrete along face of forms and adjacent to transverse joints with vibrator. Use only square-faced shovels for hand spreading and consolidation.
3. Mixing and concreting operations shall be discontinued when a descending ambient temperature away from artificial heat reaches 40 degrees Fahrenheit and not resumed until an ascending ambient temperature away from artificial heat reaches 35 degrees Fahrenheit. Concrete shall not be placed on subgrade with a temperature less than 35 degrees Fahrenheit. Concrete temperature shall not drop below 65 degrees Fahrenheit for a period of no less than 6 days after placement. Concrete exposed to melting snow during daytime and freezing during nighttime shall be protected from freezing until strength of at least 3500-psi has been attained.
4. If approval has been granted for the Contractor to place the concrete while the ambient temperature is at or lower than 40 degrees Fahrenheit, the Contractor shall take precautionary measures to prevent damage by freezing, such as heating mixing water, heating aggregates, or applying heat directly to the contents of the mixer. Aggregates shall not be heated higher than 150 degrees Fahrenheit, and the temperature of the aggregates and mixing water combined shall be not higher than 100 degrees Fahrenheit, when the cement is added. Unless otherwise authorized, the temperature of the mixed concrete when heating is employed shall not be less than 50 degrees Fahrenheit and not more than 80 degrees Fahrenheit at the time of placement. Cement or fine aggregate containing lumps or crusts of hardened material or frost shall not be used. Concrete shall not be placed upon a frozen subgrade.

#### E. CONCRETE FINISHING

##### CONCRETE CURB AND GUTTER

1. Place 1/2-inch-thick preformed asphalt-impregnated expansion joints at intervals not exceeding 45 feet and at the beginning and end of curved portions of the curb, also at connections to existing curbs.
2. All edges and joints shall be finished with an edging tool having a radius of ¼ inch.
3. Place contraction joints in the curb at intervals not exceeding 15 feet. Contraction joints shall be of the open joint type and shall be provided by inserting a thin, oiled steel sheet vertically in the fresh concrete to force coarse aggregate away from the joint. This steel sheet shall be inserted the full depth of the curb and gutter.

4. After initial set has occurred in the concrete and prior to removing the front curb form, the steel sheet shall be removed with a sawing motion. Finish top of curb with a steel trowel and finish edges with a steel edging tool.
5. As soon as the concrete has set sufficiently to support its own weight, remove the front curb form and finish all exposed surfaces. Finish formed face by rubbing with a burlap sack or similar device that will produce a uniformly textured surface, free of form marks, honeycomb, and other defects.
6. All defective concrete shall be removed and replaced at the Contractor's sole expense. Upon completion of the finishing, apply an approved curing compound to exposed surfaces of the curb. If an approved moist curing method is approved, curing shall continue for a minimum of 5 days.
7. Upon completion of the curing period, but not before 7 days has elapsed since pouring the concrete, backfill the curb with earth, free from rocks 2 inches and larger and other foreign material. Tamp backfill firmly in place.
8. Finished curb shall present a uniform appearance for both grade and alignment. Remove any section of curb showing abrupt changes in alignment or grade, or that is more than 1/4 inches away from its location as staked, and construct new curb in its place at the Contractor's sole expense.

#### CONCRETE RETAINING WALL

1. Retaining walls and form liners shall be constructed as specified in the plans and drawings.
2. Place 1/2" thick preformed fiber expansion joints at intervals not to exceed 75 feet and at steps in the footings. Seal back of joint with joint sealer. Joints shall not extend into the footing.
3. Place keyed contraction joints in the retaining wall at intervals not to exceed 25 feet and at changes in direction of the retaining wall. Joints shall not extend into the footing.
4. 4" plastic waterstops shall be installed across all expansion and contraction joints in the retaining wall.
5. All exposed edges shall be finished with a 3/4" bevel or a 3/8" radius.
6. Form liners, if specified, shall be cut and installed so the pattern is level.
7. If the footings are not stepped and the wall is on a grade greater than 5%, install integral concrete shear lugs, 12" by 12" by the footing width, underneath the footing and transverse to the wall. Shear lugs to be poured monolithically with the footing. Shear lugs shall be placed every 25 feet.
8. If the shear keys, if specified, running the length of the wall, cannot extend the length below the footing shown in the plans due to the presence of rock, drill and grout #5 dowel bars into the rock at 2 feet on center. The dowels shall extend at least 6" into the rock and at least 8" into the footing. Stagger row of dowels within the middle third of the footing.

#### F. CURING

1. Protect and cure finished concrete using white pigmented membrane-forming curing and sealing compound applied at a minimum of one gallon per 150 square feet or approved moist-curing methods. Apply per manufacturer's recommendations.
2. Protect concrete from rain by an approved means during the curing process.

## 10. REINFORCING STEEL

### A. DEFORMED REINFORCING BARS

Deformed billet-steel bars conforming to ASTM A 615, Grade 60, including Supplemental Requirements S1 where welding is not required, or deformed bars conforming to ASTM A 706, Grade 60, including Supplemental Requirements for all reinforcing to be welded. All welding shall be prequalified in accordance with AWS D1.4, Structural Welding Code. Welding not prequalified shall not be used.

### B. SPLICES AND MECHANICAL CONNECTIONS

1. Splices other than lap slices or Cadweld T splices shall not be used except where specifically permitted in writing by the Engineer.

### C. WELDED WIRE FABRIC FOR SINGLE-LAYER REINFORCED SLAB ON GRADE APPLICATIONS

1. Wide spaces standard, flat sheets, structural welded wire fabric as manufactured by Davis Walker Corporation, or equal, with the same steel areas as bars shown; minimum yield strength 75 ksi may be used in lieu of ASTM A 615 reinforcing bars, 60 ksi provided that the panels conform in all respects to ASTM A 185 or A 497 and ACI 318, latest revisions, and provided details approved by the Engineer on reviewed shop drawings. Use flat sheets only.

### D. ACCESSORIES

1. Tie wire shall be 16-gauge, black, soft-annealed wire. Bar supports shall be of proper type for intended use. Bar supports in slabs shall be small rectangular concrete blocks made up of the same color and same strength concrete being placed around them. Wire bar supports shall be coated with dielectric material for a minimum distance of 2 inches from the point of contact with the reinforcing bars. Proprietary combination bar clips and spreaders used in walls with reinforcing bars shall be made of corrosion-resistant material. Use concrete supports for reinforcing in concrete placed on grade. Conform to requirements of "Placing Reinforcing Bars" published by CRSI.

### E. EXECUTION

1. Conform to "Placing Reinforcing Bars," Recommended Practices, Joint Effort of CRSI-WCRSI, prepared under the direction of the CRSI Committee on Engineering Practice. All bars shall be bent cold.
2. Notify the Engineer when reinforcing is ready for inspection and allow sufficient time for this inspection prior to casting concrete.
3. Sidewalks. Reinforcing steel is only required in areas to bridge over tree trenches and tree trench/electrical conduit trench combinations.

### F. DELIVERY AND STORAGE

1. Deliver steel with suitable hauling and handling equipment. Tag steel for easy identification. Store to prevent contact with the ground. The unloading, storing, and handling of bars on the job shall conform to CRSI publication "Placing Reinforcing Bars."

### G. PLACING REINFORCING STEEL

1. Cleaning. Clean material reinforcement of any loose mill scale, oil, earth and other contaminants.
2. Straightening and Rebending. Do no straighten or rebend metal reinforcement. Where construction access through reinforcing is a problem, bundling or spacing of bars instead of bending shall be used. Submit details and obtain Engineer's review prior to placing.

3. Protection, Spacing and Positioning. Conform to the current edition of the ACI Standard Building Code Requirements for Reinforced Concrete (ACI 318), reviewed placing drawings, and design drawings.
4. Location Tolerances. Conform to the current edition of "Placing Reinforcing Bars" published by Concrete Reinforcing Steel Institute and to the details and notes on the drawings.
5. Splicing. Conform to drawings and current edition of ACI Code 318. Splices in adjacent bars shall be staggered.
6. Tying Deformed Reinforcing Bars. Conform to the current edition of "Placing Reinforcing Bars" published by Concrete Reinforcing Steel Institute and to the details and notes on the drawings. Mats made up of #3 - #4 - #5 - #6 shall have every other intersection tied in such a manner to hold bars at required spacing.
7. Reinforcement around Openings. Place an equivalent area of steel around the pipe or opening and extend on each side sufficiently to develop bond in each bar. See the details on drawings for bar extension length each side of opening. Where welded wire fabric is used, provide extra reinforcing using fabric or deformed bars.

#### H. PLACING WELDED WIRE FABRIC

1. Extend fabric to within 2 inches of the edges of the slab, and lap splices at least 1-1/2 courses at the fabric and a minimum of 8 inches. Tie laps and splices securely at ends and at least every 24 inches with 16-gauge black annealed steel wire. Ensure that the welded wire fabric is placed on concrete blocks at the proper distance above the bottom of the slab and supported rigidly equal to that furnished for typical deformed bar reinforced steel. Conform also to current ACI 318 and to the current Manual of Standard Practice, Welded Wire Fabric, by the Wire Reinforcement Institute regarding placement, bends, laps, and other requirements. Fabric that has been rolled shall not be used; use flat sheets only.

#### I. FIELD BENDING

1. Field bending of reinforcing steel bars is not permitted when rebending will later be required to straighten bars. Rebending of bars at the same place where strain hardening has taken place due to the original bend will damage the bar. Consult with the Engineer prior to any pour if the Contractor foresees a need to work out a solution to prevent field bending.

### 11. DETECTABLE WARNING DEVICE

#### A. DESCRIPTION OF WORK

The work shall consist of all labor, tools, equipment and services necessary to satisfactorily complete the installation of detectable/tactile warning surfaces, to comply with ADA guidelines.

#### B. MATERIALS

Detectable warning devices, as manufactured by Arcis Corporation, or preapproved equal, shall be used. Samples shall be provided to the Owner to determine the color to be used. See the plans for further details on location and size of detectable warning devices.

#### C. INSTALLATION

##### Cast in Place Installation

1. Thickness of concrete under detectable warning devices shall be increased 1". Prepare a well drained and properly compacted sub-grade. Leave no puddling, standing water, ice, frost, or mud. Consult contract documents for information on sub-grade and compaction details.
2. Position forms for proper grade, slopes and uniform slab thickness. Consult contract documents for details on reinforcement and joint placement to control cracking.

3. Concrete shall be poured and finished to the proper grade and slope prior to detectable warning devices placement.
4. Consult contract documents for details on areas to receive detectable warning devices. Place detectable warning devices, or approved equal, at bottom of curb ramps and other blended transitions. Detectable warning devices must have visual contrast with adjacent walking surfaces. Install across full width of ramp a minimum 24" in depth and set back 8" from bottom of curb. Provide adequate drainage to prevent the accumulation of water and debris on or at the bottom of ramp.
5. Recess areas to receive detectable warning devices so the device is a finish grade before initial concrete set and level base with wood float to leave an open surface.
6. Pre-dampen back of detectable warning devices, or approved equal, with potable water.
7. Install detectable warning devices immediately in fresh concrete and lightly tap detectable warning devices to grade using a rubber mallet to ensure bond and 100% surface contact with square edges of panels butted tightly together. Base of truncated dome should be flush with adjacent surfaces to permit proper drainage and eliminate tripping hazard between surfaces. Tolerance between detectable warning devices and surrounding surfaces is 1/16" maximum. Immediately after placement re-check slope and elevation for proper grade.
8. Place contraction joints at all corners of the detectable warning device to edge of sidewalk.
9. In environments subject to freeze thaw conditions, leave a 3/16" caulk joint between panels and seal with single component polyurethane sealant.
10. Finish surrounding concrete flush with detectable warning devices. Edge around detectable warning devices with 1/8" radius edger and finish in accordance with project specifications.
11. Clean concrete residue off detectable warning devices with a damp hydra sponge to ensure a clean appearance.
12. Fresh concrete surrounding detectable warning devices should be cured in accordance with ACI 308. Use curing compound meeting ASTM C 309. Completely protect detectable warning devices while spraying curing compound.
13. All cutting of detectable warning devices required shall be considered incidental.

#### D. CLEANING

1. Remove all unused material, tools, and equipment. Dispose of properly.
2. If the detectable/tactile surface requires, clean the panels in accordance with manufacturer's cleaning and maintenance guide.

#### E. PROTECTION

Protect the detectable warning device surface from traffic until desired strength is achieved or until acceptance of the work.

### 12. MEASUREMENT

- A. 5' Wide Concrete Sidewalk. The quantity measured shall be the number of square yards of concrete sidewalk in place, completed and accepted.
- B. 5' Wide Concrete Sidewalk with Integral Curb. The quantity measured shall be the number of square yards of concrete sidewalk with integral curb in place, completed and accepted.
- C. 4' Wide Concrete Sidewalk with Integral Curb. The quantity measured shall be the number of square yards of concrete sidewalk with integral curb in place, completed and accepted.

- D. Variable Width Concrete Sidewalk with Integral Curb. The quantity measured shall be the number of square yards of concrete sidewalk with integral curb in place, completed and accepted.
- E. 6" Concrete Vertical Curb. The quantity measured shall be the number of lineal feet of concrete vertical curb in place, completed and accepted.
- F. ADA Concrete Ramp. The quantity measured shall be the number of square yards of concrete ramp in place, completed and accepted.
- G. Concrete Approach (8"). The quantity measured shall be the number of square yards of concrete approach in place, completed and accepted.
- H. Type 5 Aggregate Base (4"). The quantity measured shall be the number of square yards of aggregate in place, completed and accepted.
- I. Measurement of reinforcing steel and joint sealing will not be directly made and shall be considered as part of the concrete work.

### 13. PAYMENT

- A. These prices shall be full compensation for the execution of the pay items indicated including all material, equipment, labor and incidentals necessary to complete these items.
- B. 5' Wide Concrete Sidewalk. Payment shall be at the unit price per square yard of concrete sidewalk placed, completed and accepted by the Engineer and shall be full compensation for furnishing and placing all materials, including joint material for new joints, saw cutting, finishing and curing.
- C. 5' Wide Concrete Sidewalk with Integral Curb. Payment shall be at the unit price per square yard of concrete sidewalk with integral curb placed, completed and accepted by the Engineer and shall be full compensation for furnishing and placing all materials, including joint material for new joints, saw cutting, finishing and curing.
- D. Variable Width Concrete Sidewalk with Integral Curb. Payment shall be at the unit price per square yard of concrete sidewalk with integral curb placed, completed and accepted by the Engineer and shall be full compensation for furnishing and placing all materials, including joint material for new joints, saw cutting, finishing and curing.
- E. 6" Concrete Vertical Curb. Payment shall be at the unit price per lineal foot of concrete vertical curb placed, including sealing of joints, and accepted by the Engineer and shall be full compensation for furnishing and placing all materials, including all dowels, joint material for new joints, saw cutting, finishing and curing.
- F. ADA Concrete Ramp. Payment shall be at the unit price per square yard of concrete ramp placed which shall be full compensation for furnishing and placing all materials, including all dowels, joint material for new joints, saw cutting, finishing and curing.
- G. Concrete Approach (8"). Payment shall be at the unit price per square yard of concrete approach placed which shall be full compensation for furnishing and placing all materials, including all dowels, joint material for new joints, saw cutting, finishing and curing.
- H. Type 5 Aggregate Base (4"). Payment shall be at the unit price per square yard of rock placed and accepted by the Engineer and shall be full compensation for furnishing and placing all materials, including all other incidentals to the concrete work.
- I. All joint sealing shall be considered incidental to the price of the construction and should be included in the unit price of that item.
- J. All reinforcing steel work, including the drilling and grouting of dowels, shall be considered incidental to the construction.
- K. Drilling and testing of cores to determine if concrete is defective will be considered incidental to the



contract with no additional compensation made. Filling of the core hole as stated in Repairs and Protections of this Section will also be considered incidental to the contract.

- L. Final cleanup of the surfaces will be considered incidental to the contract.

**END OF SECTION 5000**

**SECTION 5200 - JOINT SEALING****1. GENERAL**

- A. This section covers the preparation and sealing of joints in the concrete pavement, sidewalks, curbing, approaches, and driveways.

**2. MATERIALS**

- A. Joint Sealant: ASTM D 1190 Crafcro "Asphalt Rubber Plus," or approved equal.
- B. Emulsified Asphalt and Aggregate: The aggregate shall consist of limestone, volcanic ash, sand or other material that will cure to form a hard substance. The combined gradation shall be as follows:

<u>Sieve Size</u>	<u>Percent Passing</u>
No. 4	100
No. 8	90 - 100
No. 16	65 - 90
No. 30	40 - 60
No. 50	25 - 42
No. 100	15 - 30
No. 200	10 - 20

Up to 3% cement can be added to accelerate the set time. The mixture shall not contain more than 20% natural sand without approval in writing from the Engineer.

- C. The proportions of asphalt emulsion and aggregate shall be determined in the field and may be varied to facilitate construction requirements. Normally, these proportions will be approximately one part asphalt emulsion to five parts aggregate by volume.

**3. EQUIPMENT**

- A. Joint Cleaning Equipment: The following equipment may be used for cleaning the joints and shall consist of, but not be limited to, the following items:
1. Concrete Saw: The concrete saw shall be a self-propelled power saw with diamond or abrasive blades designed for sawing hardened concrete, to re-face, widen or deepen existing joints without damaging the sides, bottoms or top edges. Blades may be single for gage blades with one or more blades mounted in tandem for fast cutting. All blades shall be of the proper hardness for the concrete being sawed. If at any time it is demonstrated that abrasive type blades will not cut a smooth and even vertical face of specified width and depth, the Contractor shall then furnish and use diamond blades at no extra cost to the Owner. The saw shall be adequately powered and capable of cutting to the specified width and depth with not more than two passes of the saw through the joints.
  2. Sandblasting: Sandblasting equipment shall be standard commercial type capable of effectively "scaling-off" any foreign material which may prevent proper bond of the new sealer. The compressor used for sandblasting shall provide air at a pressure of not less than 90 psig and a minimum volume of 150 cubic feet of air per minute at the nozzle.
  3. Air Compressor: The air compressor will be portable and capable of blowing out sand and other objectionable materials from the joints. This equipment will meet the same capacity requirements as specified above for the compressor for the sandblasting equipment. The compressor will be equipped with sufficient hose and adequate capacity and nozzles of proper size and shape for the type and size joint to be cleaned.
  4. Vacuum Sweeper: The vacuum pickup sweeper shall be self-propelled and shall be capable of completely removing all loose material, concrete slurry from the joints after sawing, and debris from the pavement surface. A sweeper of adequate capacity or a sufficient number of sweepers shall be provided to maintain the work area.

#### 4. APPLICATION EQUIPMENT FOR HOT POURED SEALER

- A. Applicators used for heating and installing the sealing materials shall be of the mobile type and shall be equipped with a double-wall agitator-type kettle (double boiler units) with suitable oil to extruding device with nozzle or nozzles shaped for insertion in the joints and cracks to be filled, positive temperature devices for controlling the temperature of oil bath and sealer, and a recording thermometer for recording the temperature of the sealer. The applicator unit shall be designed so that the sealer may circulate in the inner kettle when not in use and shall be capable of completely filling the joint with the sealer without formation of voids or entrapped air. The applicator wand shall be insulated all the way to the nozzle and shall be maintained in a satisfactory working condition.

All joints and cracks within the existing pavement limits specified to remain shall be cleaned and sealed upon completion of the milling process. Joints and cracks determined by the Engineer to be in satisfactory condition shall not be milled or sealed.

#### 5. JOINT PREPARATION

- A. All joints and cracks will be thoroughly cleaned of all foreign material by sandblasting and other equipment specified but not limited thereto. Cleaning procedures that cause excessive spalling along joints, as determined by the Engineer, will be rejected. Changes in method of cleaning or equipment utilized will be made by the Contractor as required to eliminate spalling. Sandblasting will proceed until the joint surfaces and edges are clean and have etched surfaces. Sandblasting of pavement sections shall be for the full width of gutter and continuous length. The joint shall be completely free of dust, dirt, joint sealer, and any other material that might prevent bonding of the new sealer. New pavement shall be routed or sawed to contain sealer. Cracks and joints in pavement to be overlaid shall be cleaned by sandblasting/wire wheel. Cracks and joints over 1-1/2 inch deep may be filled to within 1-1/2 inch of the surface with a suitable non-gassing backer rod material subject to approval of the Engineer.
- B. After the sandblasting operation and immediately before the sealer is placed, the joints will be thoroughly blown out by means of an air jet supplied by an air compressor meeting the requirements previously specified. Debris pick-up and disposal will be a continuous process during cleaning operations, and the pavement surface will be thoroughly cleaned immediately prior to sealing operations. This will be accomplished with a vacuum sweeper supplemented with hand brooms and tools, as required. All debris will be disposed of by the Contractor at his expense.

#### 6. JOINT SEALING

- A. Sealer shall be placed in dry joints and cracks only. Sealer shall be applied in a continuous steady flow and shall be filled to a depth of no greater than 1/8 inch from the surface. Special care shall be expressed to ensure sealer is placed into the joint or crack reservoir and not over-poured. Areas over-poured will be removed and re-poured at no additional expense to the Owner.

#### 7. PAYMENT

- A. Joint Sealing: No direct measurement shall be made for sealing of joints and cracks. This work shall be considered incidental and a subsidiary obligation of the Contractor.

#### **END SECTION 5200**

**SECTION 6000 - PAVEMENT MARKINGS****1. GENERAL**

- A. Description of Work: Provide and install temporary raised pavement markers and final painted markings on the pavement at locations as indicated on the drawings and in accordance with the existing striping conditions.
- B. Standards: All pavement markings shall be in accordance with the latest edition of the Manual on Uniform Traffic Control Devices and the latest edition of the Missouri Standard Specifications for Highway Construction.
- C. All pavement markings shall be uniform in appearance with crisp, well-defined edges and shall be uniform in width and thickness. Surface distribution of the beads shall be uniform.
- D. Longitudinal pavement marking shall not be placed on longitudinal joints, coordinate with pavement joints and lane widths.
- E. The Contractor will be responsible for the protection of all liquid pavement marking until the pavement marking has reached a no-track state as determined by the Engineer.
- F. Damage to pavement marking as a result of the Contractor's operations, including resurfacing of shoulders, shall be repaired or replaced at the Contractor's expense.
- G. All pavement marking shall be installed in accordance with this specification and all manufacturer's recommendations. Manufacturer's written application or installation instructions shall be provided by the Contractor to the Engineer.
- H. The Engineer will check application rates occasionally during the course of the work.
- I. When surface preparation is required, the area prepared shall be 1 inch wider than the final pavement marking. The method of surface preparation shall not cause structural damage to the pavement and shall meet the approval of the Engineer.

**2. PRODUCTS**

- A. Acrylic Waterborne Pavement Marking Paint: The acrylic waterborne pavement marking paint shall meet all appropriate sections of the Missouri Standard Specifications for Highway Construction (most current edition) and shall be mixed in accordance with manufacturer's instructions before application. Color shall be white or yellow.
- B. Glass Spheres: Type P drop on glass beads shall be manufactured from glass of a composite that is highly resistant to traffic wear and the effects of weathering, per Missouri Standard Specifications for Highway Construction (most current edition).
  - 1. REFRACTIVE INDEX: The reflective glass spheres used for surface application shall have refractive index of not less than 1.51 when tested in accordance with AASHTO M247.
  - 2. ROUNDNESS: When tested according to ASTM Method D-155, the reflective glass spheres used for surface application passing the No. 30 sieve shall have a minimum of 75% true spheres. All type P beads retained on the No. 20 and No. 30 sieves shall have a minimum of 80% true spheres.
  - 3. GRADATION: The Type P beads used for surface applications, shall meet the gradation requirements of AASHTO D1214, as follows:

**AASHTO D1214 GRADATION**

<u>sieve size</u>	<u>percent passing</u>
20	3 to 10%
30	15 to 35%
50	45 to 75%
70	0 to 10%
100	0 to 5%

### 3. TEMPORARY PAVEMENT MARKING

The Contractor shall place and maintain preformed short-term marking tape or temporary raised pavement markers on pavement undergoing milling, grinding or resurfacing operations. At the completion of each day's operation, the Contractor shall install and maintain temporary pavement marking until permanent pavement marking material has been placed as specified in the contract, at the Contractor's expense. At no time shall more than one mile of roadway behind the operation be unmarked. The Contractor shall ensure all pavement marking, temporary or permanent, has been placed prior to leaving the work zone unattended. Pavement marking shall be replaced in the same configuration as the previously existing pavement marking unless otherwise shown on the plans or directed by the Engineer.

#### A. Preformed Removable Pavement Marking Tape.

1. Preformed removable pavement marking tape shall be capable of being removed and shall leave no objectionable or misleading image or damage to the pavement after removal.
2. Tape shall have a pre-coated pressure sensitive adhesive requiring no activation procedures. The adhesive shall be resistant to normal roadway chemicals or materials.
3. The tape shall be weather-resistant and show no appreciable fading, lifting or shrinkage during the tape's useful life.
4. Submit a sample of the preformed tape for approval prior to use.

#### B. Raised Removable Pavement Markers

1. Chip Seal Markers are intended for use as temporary delineation during the paving operation where there is existing painted lane striping. Do not use Chip Seal Markers where there are no existing painted lane markings unless directed by the Engineer. The markers shall consist of impact-resistant polyurethane plastic with one (1) or two (2) mounted micro-prism retro-reflective elements designed to reflect incident light from one (1) or both directions.

#### 2. Detailed Specifications

##### a) Dimensional Details

- (1) Overall dimensions, base and vertical wall: the base shall be a minimum of 3.5 inches in length and 1.125 inches in width. The vertical wall shall be a minimum of 3.5 inches long with a minimum height of 2.0 inches.
- (2) To the bottom of the base shall be affixed a butyl rubber pad with an easily removed protective covering. The adhesive pad shall be approximately 1/8 inch thick, a minimum of 3/4 inch wide, and a minimum of 3.5 inches long.
- (3) To the upper portion of the vertical wall shall be affixed a metallized polycarbonate retro-reflective material capable of displaying a minimum of 1,200 candle power per foot candle per square foot at .1° observation angle and a -.4° entrance angle. The retro-reflective element shall be a minimum of 1/4 inch wide and a minimum of 3.5 inches long. The reflective material shall be protected with an easily-removed wall cover of heat-resistant material capable of withstanding and protecting the reflective element from the application of 400° F. asphalt. Stapling or other fastening device used to retain the protective cover shall not perforate the reflective material.

##### b) Materials

- (1) Markers shall be formed of a high-impact-resistant polyurethane plastic capable of presenting a strong white or yellow standard traffic daytime color.

- (2) The retro-reflective material shall display either white or yellow as specified. The retro-reflective element shall consist of a micro-prism reflective sheeting made of a U. V. stabilized polycarbonate resin. The yellow markers shall have retro-reflective material on both sides. White markers shall have the retro-reflective material on one (1) side. The markers shall be installed along the center line and each lane line at 40' intervals. The Contractor will be responsible for replacing missing lane markers that he installs in conjunction with his work.

c) Locations

- (1) Contractor will be responsible, prior to paving operations, to identify and measure center lines and outside lane lines that will need to be marked and have sufficient material available.

3. PERMANENT PAVEMENT MARKING

- A. Permanent pavement marking shall be in accordance with the contract drawings. The Engineer will only be responsible to spot check the layout before final pavement marking operations.
- B. Surface Preparation and Application:
  1. MOISTURE: All surfaces shall be inspected for moisture content prior to application of paint. Approximately two (2) square feet of a clear plastic or tar paper shall be laid on the road surface and held in place for fifteen (15) to twenty (20) minutes. The underside of the plastic or tar paper shall then be inspected for a buildup of condensed moisture from the road surface. If the amount of condensed moisture is of a sufficient amount to result in water dripping from the plastic or tar paper when held in a vertical position, paint shall not be applied. This moisture test shall be repeated until the moisture in the road surface has been allowed to evaporate to a level whereby there is not excessive build up of condensed moisture on the underside of the plastic or tar paper.
  2. CLEANING: All surfaces shall be clean and dry before paint can be applied. Loose dirt and debris shall be removed by blowing compressed air over the area to be striped.
  3. The pavement margins material shall be applied to the road surface at 15 mils of concrete pavement through the use of equipment designed to precisely meter the two components in the ratio recommended by the manufacturer.
  4. The pavement marking shall only be applied during dry weather and on dry pavement surfaces. At the time of installation, the pavement surface temperature and ambient temperature shall be above 50 degrees Fahrenheit.
  5. Both components shall be brought to the temperature recommended by the manufacturer, prior to mixing and application and shall remain at the temperature throughout the operation.

4. MEASUREMENT

- A. Temporary Pavement Markings: No direct measurement shall be made for temporary pavement markings. This work shall be considered incidental and a subsidiary obligation of the Contractor. The work will include the removal of all items, regardless of whether the items are shown on the plans or encountered during construction.
- B. The quantity measured for pavement marking shall be the lineal feet of paint in place, complete and accepted.
- C. The quantity measured for crosswalk shall be the number of crosswalks in place, complete and accepted.

**5. PAYMENT**

- A. Payment shall be at the unit price as herein indicated. These prices shall be full compensation for the execution of pay items indicated including all material, furnishing equipment, labor, tools, layout, glass beads, removal of temporary markings and incidentals necessary to complete these items.
- B. Pavement Marking 24" Stop Bar White. Payment shall be at the unit price per lineal foot of paint in place which shall be full compensation of the execution of the pay item indicated including all material, furnishing equipment, labor, tools, layout of glass beads, removal of temporary markings and incidentals necessary to complete this item.
- C. Crosswalk. Payment shall be at the unit price per each crosswalk in place which shall be full compensation of the execution of the pay item indicated including all material furnishing equipment, labor, tools, layout of glass beads, removal of temporary markings and incidentals necessary to complete this item.
- D. If there is no quantity shown in the bidding schedule, the work covered by this section shall be considered incidental and a subsidiary obligation of the Contractor.

**END SECTION 6000**

**SECTION 9000 - FINISH GRADING AND LAWNS****1. GENERAL**

- A. This section covers the work necessary for the finish grading and lawn establishment, complete, including furnishing and delivery of material, seed and mulch, and maintenance of lawns.
- B. Drawings and general provisions of the contract, including General Conditions, Job Special Provisions and Division 1 of the Technical Specifications apply to this section.
- C. All areas disturbed by the Contractor's operations shall be restored by seeding, mulching and fertilizing.

**2. TOPSOIL**

- A. Selected topsoil stripped at the site, properly stored and protected, free from roots, sticks, hard clay, and stones, which will not pass through a 1-inch square opening. Remove existing grass before topsoil is excavated. Provide imported topsoil if required to accomplish the work.

**3. IMPORTED TOPSOIL**

- A. Imported topsoil shall be a natural, friable soil, representative of productive soils in the vicinity. It shall be obtained from well-drained areas, free from admixture of subsoil and foreign matter, and objects larger than 2 inches in diameter, toxic substances, and any other deleterious material which may be harmful to plant growth and be a hindrance to grading, planting, and maintenance operations.
- B. Topsoil shall meet, or shall be improved to meet, the following mechanical requirements by adding sand and/or peat or manure and incorporating into the topsoil:

COMPONENT	MAX. PERCENTAGE
Sand	65 percent
Silt	50 percent
Clay	25 percent

- C. Topsoil shall be pulverized prior to being brought to the jobsite. It shall be pulverized to a size of 3/8 inches in diameter as the largest cross section.

**4. PH CONTROL**

- A. The following amendments shall be included in soils where required by the soils analysis tests:

- 1. Soil sulfur
- 2. Commercially packaged gypsum
- 3. Ground dolomitic limestone

**5. LIME**

- A. Ground dolomitic limestone not less than 85 percent total carbonates and magnesium, ground so that 50 percent passes 100-mesh sieve and 90 percent 20-mesh sieve. Coarser material will be acceptable provided the specified rates of application are increased proportionately on the basis of quantities passing the 100-mesh sieve.

**6. FERTILIZER**

- A. Commercial Fertilizer: A complete plant food containing 6 percent nitrogen, 24 percent available phosphoric acid, and 24 percent potash, at a rate of 50 lbs./5,000 sq. ft., conforming to applicable state fertilizer laws, availability of plant nutrients conforming to standards of the Association of Official Agricultural Chemists (AOAC), uniform in composition, dry, free-flowing, and delivered in original, unopened containers bearing manufacturer's guaranteed analysis.
- B. Superphosphate: Ammonium phosphate (16-20-0) containing 1.4 percent sulphur; granular, dry, free-flowing delivered in original bags.



## 7. TEXTURAL SOIL AMENDMENTS

- A. Peat: A natural residue formed by decomposition of reeds, sedges, or mosses from freshwater site, free from lumps, roots, and stones, absorbing at least four times its dry weight of water, organic matter not less than 90 percent on a dry weight basis. The maximum moisture content at time of delivery shall be 65 percent by weight.
- B. Manure: Well rotted, unleached stable or cattle manure, reasonably free from weed seed and refuse, containing no chemicals or materials harmful to plant life; not less than 4 months nor more than 2 years old. Sawdust or shavings shall not exceed 50 percent content.
- C. Sand: As specified in Section 2300, EARTHWORK.

## 8. SEED

- A. Seed Mixture:
  - 20% Adventure Fescue
  - 20% Jaguar II Fescue
  - 20% Olympic Fescue
  - 20% Arid Fescue
  - 20% Regal Perennial

Apply at the rate of 350 pounds per acre.

Seed shall be labeled in accordance with U. S. Department of Agriculture Rules and Regulations under the Federal Seed Act. All seed shall be furnished in sealed standard containers unless exception is granted in writing by the Owner's Representative. Seed, which has become wet, moldy or otherwise damaged in transit or in storage, will not be acceptable.

## 9. MULCH

- A. Straw Mulch: Threshed straw of oats, wheat, or rye, free from seed of obnoxious weeds.

## 10. NETTING

- A. Jute Netting: Heavy, twisted jute netting, weighing 1 lb. per square yard. Openings between strands approximately 1-inch square.
- B. Tackifier: Arn-Tak, as manufactured by American Excelsior or equal. Emulsion designed to retain moisture and heat in the soil. Mulch shall be chemically inert, nontoxic to plants, humans, and animals.

## 11. CHEMICAL SOILS TESTS

- A. Have chemical analysis of topsoil performed by the County of State Soil Testing Service to determine lime and fertilizer requirements. Testing frequency shall be one test per 200 cubic yards of used topsoil.
- B. Submit one copy of the fertilizer and liming recommendation report to the Engineer within 5 calendar days of commencement of spreading topsoil.

## 12. MECHANICAL SOILS TEST

- A. Have gradation test, as specified in Section 2300, EARTHWORK, performed on the topsoil by a qualified, commercial soils testing laboratory to determine conformance to specified physical properties.
- B. Submit one copy of the test results to the Engineer within 5 calendar days of commencement of spreading topsoil.

### 13. PROJECT SCHEDULE

- A. Within 20 calendar days of the date specified for commencement of work, submit to the Engineer a proposed time schedule indicating dates for beginning and completion of the following operations:
1. Delivery and source of materials.
  2. Preparation of seed and mulch bed.
  3. Placing seed and mulch.
  4. Maintenance.

### 14. CONSTRUCTION METHODS

- A. Preparation of Subgrade. After rough grading is completed and before topsoil is spread, thoroughly scarify ground to a minimum depth of 8 inches with a toothed ripping machine by running in two directions at right angles over the entire surface to be planted.
- B. Spreading of Topsoil. Spread topsoil and textural soil amendments, if required based on the results of the gradation test, over the prepared rough grade using a rubber-tired tractor with grader blade or equivalent not weighing more than 3-1/2 tons. Spread materials to make a finished thickness of a minimum of 4 inches.
- C. Liming and Fertilizing
1. Apply lime uniformly with a mechanical spreader to the entire area for grass at the rate determined from soil test.
  2. Apply commercial fertilizer uniformly with a mechanical spreader at a rate of 50 pounds per 5,000 square feet, or at rate determined from soil test.
- D. Finish Grading
1. Thoroughly mix the applied materials to a depth of 4 inches by running a rototiller over the entire area in two directions at right angles.
  2. Rake the top soiled area to a uniform grade so that all areas drain, as indicated on the grading plan.
  3. Lightly compact with a cultipacker before placing seed and mulch.
  4. Remove all trash and stones exceeding 1 inch in diameter from area to a depth of 2 inches prior to preparation and placing seed and mulch.
- E. Seeding
1. No seeding shall be done except in favorable weather conditions during the planting seasons as follows:  

Spring Planting Season:	March 1 through May 15
Fall Planting Season:	August 15 through October 1
  2. The seed shall be uniformly distributed over the designated areas. All areas disturbed by the Contractor's operations shall be restored.
  3. A method of sowing using mechanical power-drawn drills or seeders shall be employed, unless otherwise approved by the Engineer.
  4. Care shall be taken to ensure that successive seeded strips shall overlap.
  5. Half the seed shall be sown with the sower moving in one direction, and the remainder of the seed shall be sown with the sower moving at right angles to the first sowing.
  6. The seed shall be covered to an average depth of 1/2-inch by means of a brush harrow, spike-tooth harrow, chain harrow, cultipacker, or other approved device.

**F. Mulching**

1. Mulch all areas by spreading a uniform light cover of straw mulch over the seeded area at a rate of 3-1/2 tons per acre no later than the day after seeding has been performed.
2. Mulch all areas with a slope steeper than 20 percent by placing jute netting in strips paralleling the slope to completely cover newly seeded areas. Pin mulch to ground with 6-inch-long wire staples at 5-foot intervals immediately after seeding.
3. Mulch all areas with a slope steeper than 25 percent with a uniform cover of straw at the rate of 2-1/2 tons per acre not later than 2 days after seeding has been performed and tackify by applying tackifier at rate of 50 lbs. of tackifier per acre mixed with a minimum of 1,600 gallons of water per acre.

**G. Protection**

1. Protect newly seeded and mulched areas from pedestrian traffic by erecting a fence on 2-inch by 2-inch posts 4 feet high spaced 10 feet on center and strung with a single strand of No. 12-gauge wire marked with cloth strips at 3-foot intervals between posts.

**15. GUARANTEE**

- A. If, at the end of the 8-week lawn maintenance period, a satisfactory stand of lawn has not been produced, the Contractor shall renovate and re-seed the lawn according to the original treatment or unsatisfactory portions thereof immediately. If it is not accepted, a complete restoration will be required during the planting season meeting all of the requirements specified under CONSTRUCTION METHODS.
- B. A satisfactory stand is defined as a lawn grass or section of lawn of 2,000 square feet or larger that has:
  1. No bare spots larger than 3 square feet.
  2. Not more than 10 percent of total area with bare spots larger than 1 square foot.
  3. Not more than 15 percent of total area with bare spots larger than 6 inches square.

**16. INSPECTION FOR ACCEPTANCE**

- A. Eight weeks after the start of maintenance on the last section of completed lawn, and on written notice from the Contractor, the Engineer will, within 15 days of such written notice, make an inspection to determine if a satisfactory stand has been produced. If a satisfactory stand has not been established, another inspection will be made after written notice from the Contractor that the lawn grass is ready for inspection following the next growing season.

**17. PAYMENT**

- A. Seed and Mulch. Payment for the work shall be at the unit price per acre of placed and accepted seed and mulch. This item shall also include backfilling behind curbs, sidewalks and pavements, grading behind the curb line to assure positive drainage, seeding, mulching, relocation of mailboxes (temporary and permanent), and all other appurtenances and incidentals to this item.

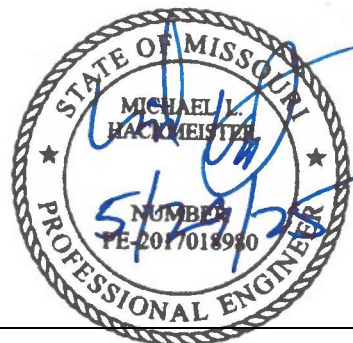
**END SECTION 9000**

**JOB SPECIAL PROVISIONS**

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

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\_\_\_\_\_  
Date

Michael L. Hackmeister, P-2017018980  
State of Missouri  
Registered Professional Engineer for Cochran

**A. WORK ZONE TRAFFIC MANAGEMENT PLAN**

Work Zone Traffic Management Plans shall be submitted to the Engineer for review prior to the start of work. The Plans shall include the proposed traffic control measures, hours that the traffic control will be in place, actual construction activity working hours, and anticipated beginning and ending dates.

The Contractor shall notify the Engineer prior to lane closures or detours. The Contractor shall be responsible for maintaining the existing traffic flow through the job site during construction (specifically, this means two-way traffic shall be maintained at all times, except as described below in the **Paving Operations** section).

During all construction phases - all traffic control shall be according to the standards of the latest edition of the Manual on Uniform Traffic Control Devices developed by the Federal Highway Administration. At all times, the Contractor shall be responsible to follow the Work Zone Traffic Management Plan, and shall maintain signs, cones, lane delineators, and other facilities that may be necessary, even if not addressed on the Work Zone Traffic Management Plan, to comply with the MUTCD, and to protect the work and provide for safe travel through the construction area. Contractor trucks and equipment will not be allowed to drive on previously paved roadways.

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

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

**B. PROJECT CONTACT FOR CONTRACTOR / BIDDER QUESTIONS**

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

*Name: Michael Hackmeister, P.E.*  
*Address: 8 East Main Street, Wentzville, MO 63385*  
*Phone Number: 636-332-4574*  
*Email Address: [mhackmeister@cochraneng.com](mailto:mhackmeister@cochraneng.com)*

**C. EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT**

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

*Chuck Krakosky, PWSD #2 – Water & Sewer, 636-561-3737*

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

Missouri Highway Patrol 573-751-3313		
Town of Augusta	636-228-4689	
Augusta Community Fire Depart.	888-636-0911	
St. Charles County Police Depart.	636-949-3000 1-800-822-8017	
St. Charles County Ambulance Dist.	888-636-0911	

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

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

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

**D. Guidelines for Obtaining Environmental Clearance for Project Specific Locations**

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

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

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

**1. The Endangered Species Act**

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

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

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

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

**2. Floodplain/Regulatory Floodway**

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

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

Questions regarding floodplain and regulatory floodway should be addressed to:

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

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

### **3. Federal Emergency Management Agency (FEMA) Buyout Lands**

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

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

### **4. Farmland Protection**

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

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

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

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

### **5. Wetlands**

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

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

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

### **6. Water Quality/Land Disturbance**

The National Pollutant Discharge Elimination Systems (NPDES) program regulates construction activities where 1 acre or more of land is disturbed. If the project proponent has a general NPDES permit for all of their construction activities, this is adequate. If the project proponent does not have a valid general permit and the site to be disturbed

is greater than 1 acre in size, a project-specific NPDES permit from DNR is required. If the project is entirely within MoDOT right of way, the sponsor may use MoDOT's general permit. In either case, the sponsor will need to develop a site-specific stormwater pollution prevention plan for the project. The sponsor shall contact the Missouri Department of Natural Resources (DNR) NPDES Storm Water Program office at (573) 751-1300 or (800) 361-4827 for further directions. A few cities (Kansas City, Columbia, and others) and counties have obtained their own land disturbance permits from DNR for generic land disturbance purposes; see additional discussion on stormwater and erosion control in 136.4 Environmental and Cultural Requirements of the LPA Policy.

## **7. Hazardous Waste Sites**

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

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

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

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

If the above analyses produce negative results, the contractor should provide documentation to the MoDOT Design Division-Environmental Section as to who was contacted and the results of the contact. However, if through the search for information described above, potential problems are identified, it would be wise to locate another site.

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

## **8. Historic Preservation**

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

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

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

## **9. Public Land**

If borrow sites are proposed on any publicly owned land, contact the MoDOT district representative before proceeding. Section 4(f) of the Department of Transportation Act of 1966 (now codified as 49 U.S.C. 303 and 23 U.S.C. 138) protects certain public lands. Section 4(f) requires that all U.S. DOT-funded transportation projects must avoid impacts to public parkland and wildlife refuges (and cultural resources deemed eligible for the National Register



of Historic Places), unless it is successfully demonstrated that no feasible and prudent alternative exists that avoid “use” or impacts to the park or refuge. It is strongly recommended that public lands not be considered as potential borrow sites.

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

#### **E. UTILITIES JSP**

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

<b><u>Utility Name</u></b>	<b><u>Known Required Adjustment</u></b>
Chuck Krakosky Public Water Supply District #2 – Sewer & Water 100 Water Drive O’Fallon, MO 63366 (636) 561-3737	<u>YES</u>
Dan Kruse Brightspeed (Centurylink) - Telephone 1151 Centurylink Drive Wentzville, MO 63385 (636) 332-7705	<u>YES</u>
Nick Eggert Spire Energy – Gas 700 Market Street St. Louis, MO 63101 (636) 639-8305	<u>NO</u>
Dan Schneider Cuivre River – Electric 8757 Highway N Lake St. Louis, MO 63367 (636) 635-4741	<u>NO</u>
Dan Giessmann Ameren – Electric 200 N. Callahan Road Wentzville, MO 63101 (636) 639-8336	<u>NO</u>

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

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

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

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

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

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

#### **F. BUY AMERICA REQUIREMENTS**

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

(a) The provisions of this section shall prevail and be given precedence over any requirements of this subpart which are contrary to this section. However, nothing in this section shall be construed to be contrary to the requirements of §635.409(a) of this subpart.

(b) No Federal-aid highway construction project is to be authorized for advertisement or otherwise authorized to proceed unless at least one of the following requirements is met:

(1) The project either:

(i) Includes no permanently incorporated steel or iron materials, or

(ii) if steel or iron materials are to be used, all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.

(2) The State has standard contract provisions that require the use of domestic materials and products, including steel and iron materials, to the same or greater extent as the provisions set forth in this section.

(3) The State elects to include alternate bid provisions for foreign and domestic steel and iron materials which comply with the following requirements. Any procedure for obtaining alternate bids based on furnishing foreign steel and iron materials which is acceptable to the Division Administrator may be used. The contract provisions must

(i) require all bidders to submit a bid based on furnishing domestic steel and iron materials, and

(ii) clearly state that the contract will be awarded to the bidder who submits the lowest total bid based on furnishing domestic steel and iron materials unless such total bid exceeds the lowest total bid based on furnishing foreign steel and iron materials by more than 25 percent.

(4) When steel and iron materials are used in a project, the requirements of this section do not prevent a minimal use of foreign steel and iron materials, if the cost of such materials used does not exceed one-tenth of one percent (0.1 percent) of the total contract cost or \$2,500, whichever is greater. For purposes of this paragraph, the cost is that shown to be the value of the steel and iron products as they are delivered to the project.

(c)(1) A State may request a waiver of the provisions of this section if;

(i) The application of those provisions would be inconsistent with the public interest; or

(ii) Steel and iron materials/products are not produced in the United States in sufficient and reasonably available quantities which are of a satisfactory quality.

(2) A request for waiver, accompanied by supporting information, must be submitted in writing to the Regional Federal Highway Administrator (RFHWA) through the FHWA Division Administrator. A request must be

submitted sufficiently in advance of the need for the waiver in order to allow time for proper review and action on the request. The RFHWA will have approval authority on the request.

- (3) Requests for waivers may be made for specific projects, or for certain materials or products in specific geographic areas, or for combinations of both, depending on the circumstances.
  - (4) The denial of the request by the RFHWA may be appealed by the State to the Federal Highway Administrator (Administrator), whose action on the request shall be considered administratively final.
  - (5) A request for a waiver which involves nationwide public interest or availability issues or more than one FHWA region may be submitted by the RFHWA to the Administrator for action.
  - (6) A request for waiver and an appeal from a denial of a request must include facts and justification to support the granting of the waiver. The FHWA response to a request or appeal will be in writing and made available to the public upon request. Any request for a nationwide waiver and FHWA's action on such a request may be published in the Federal Register for public comment.
  - (7) In determining whether the waivers described in paragraph (c)(1) of this section will be granted, the FHWA will consider all appropriate factors including, but not limited to, cost, administrative burden, and delay that would be imposed if the provision were not waived.
- (d) Standard State and Federal-aid contract procedures may be used to assure compliance with the requirements of this section.

#### **G. AMERICANS WITH DISABILITIES ACT (ADA) COMPLIANCE AND FINAL ACCEPTANCE OF CONSTRUCTED FACILITIES**

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

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

[http://www.modot.mo.gov/business/contractor\\_resources/forms.htm](http://www.modot.mo.gov/business/contractor_resources/forms.htm)

**2.1** The checklist is intended to be a helpful tool for the contractor to use during the construction of the pedestrian facilities and a basis for the commission's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: Americans with Disabilities Act Accessibility Guidelines (ADAAG), Draft Public Rights of Way Accessibility Guidelines (PROWAG), MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the Access Board.

**2.2** It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize impacts that his equipment, subcontractors or general public may have on the tolerances as established in the checklist.

#### **3.0 Coordination of Construction.**

**3.1** Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference.

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

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

**4.0 Final Acceptance of Work.** The contractor shall provide the completed ADA Post Construction Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA

Post Construction Checklist. Each item listed in the checklist must receive either a “YES” or an “N/A” score. Any item receiving a “NO” will be deemed non-compliant and shall be corrected at the contractor’s expense unless deemed otherwise by the engineer.

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

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

**5.2** No direct payment will be made to the contractor to recover the cost of the equipment, labor, materials, or time required to provide an accessible signed detour during the various stages and locations of construction.

#### **H. ALTERED QUANTITIES**

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

The Contractor shall accept, as payment in full, payment at the original Contract unit bid prices for the accepted quantities of work done. No allowance will be made for any increase expense or loss of expected profit suffered by the Contractor resulting directly from such altered quantities or indirectly from expenses derived by handling small quantities of materials or performing operations within restricted areas. No allowance shall be made for any increased expense or loss of expected profit suffered because of the anticipated use of specific equipment which was not used.

#### **I. CONTRACTORS DAILY WORK SCHEDULE**

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

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

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

The Contractor shall submit the entire and completed project construction schedule to the Engineer one week prior to the pre-construction meeting. The schedule will specifically identify the order of the work, and will be used as a tool to communicate the order and phasing of construction activities with the residents, property owners, and business owners in the area.

#### **J. CONSTRUCTION ACTIVITY / NOTIFICATION LETTERS**

The Contractor will be required to notify affected property owners, by letter, prior to each major phase of construction activity.

The Contractor shall mail or hand-deliver each letter one week prior to each phase. Letters shall be given to each household and business to be affected by construction.

The letters should give an expected start date and timeframe, and state that there could be delays due to weather. In the event of delays of more than three days, a new letter shall be delivered. The Engineer shall approve all letters prior to distribution.

#### **K. STREET CUTS / LANE CLOSURES**

Lane closures will be allowed during construction operations for: paving operations. At all other times, the contractor shall be required to maintain two-lane, two-way traffic.

The Contractor will be required to provide a minimum of two competent flagmen / a portable traffic signal during excavation, installation, and backfilling of open street cuts. One lane of roadway, with two-way traffic, shall be maintained at all times during street cut activities.

Immediately following open-street cut construction, the Contractor will be required to backfill the open trench, or cover with certified load rated steel plate. The Contractor shall submit sufficient steel plate certification documentation to the Engineer for review and approval. All steel plates used for construction must be approved by the Engineer prior to use.

Steel plates shall be secured to the pavement to prevent movement. The plate edges shall be feather wedged with asphalt, in the direction of travel, to provide a smooth transition over the plate. The steel plates and all work required in placing and maintaining the plates shall be considered incidental to the Contract.

#### **L. UTILITY CONFLICTS**

Underground structures, facilities, and utilities have been plotted from available surveys and records. Therefore, their locations must be considered approximate only. There may be others, the existence of which is presently not known. The contractor is specifically cautioned that the location and/or elevation of existing utilities as shown on these plans is based on records of various utility companies and, where possible, measurements taken in the field. The information is not to be relied on as being exact or complete. The contractor must call the appropriate utility company at least 48 hours before any excavation to request exact field location of utilities. Location, relocation and connection of the utilities shall be coordinated with the utility companies and is to be accomplished by the contractor during construction.

In the event that it is determined that there is a previously unknown conflict with an existing Utility, the Contractor shall immediately stop work at that location and notify the Town.

The Contractor will be required to coordinate with the conflicting Utility as necessary to remedy the conflict.

No direct payment will be given for the coordination beyond that which is already provided for with existing unit cost bid items, however the Contractor will be given additional calendar days based on the duration of time that it takes the Utility Company to relocate their facilities.

#### **M. RELOCATIONS AND ADJUSTMENTS TO GRADE**

Contractor shall relocate all existing signs, planters, mailboxes, and private lights as necessary for the construction of the improvements. New locations shall be as directed by the engineer. See the removal of improvements section in the specifications.

Contractor shall adjust to grade all utilities necessary to bring the utility to the grade of the new pavement. See the utility adjustment section of the specifications.

#### **N. NO PARKING SIGNS**

The Contractor shall be responsible to deliver notification to the residents regarding no parking on streets prior to operations. Temporary "No Parking" signs noting the date of construction activity shall be provided and installed at minimum intervals of 100 feet and maximum intervals of 200 feet, 48 hours in advance of work. The signs will be supplied by the Contractor and shall be approved by the Engineer prior to placement. The signs shall show the date and, if appropriate, the times of the parking restrictions.

The signs will be removed and properly disposed of by the Contractor approximately two (2) hours after construction activities have been completed or as directed by the Engineer.

#### **O. DRIVEWAY APPROACH ACCESS**

The Contractor shall notify any Business or Residence by letter, one week prior to beginning construction that is expected to affect or limit access.

The Contractor shall schedule his work such that at no time during the life of this Contract will any driveway be denied access for any reason other than the curing of the pavement.

If a Business or Property owner has two entrances, only one entrance will be allowed to be reconstructed at a time.

The Contractor shall be responsible for maintaining access to all side roads, commercial and private entrances at all times during construction, unless full entrance closure is allowed as noted below.

Commercial and Private Entrances (**20' wide or less**) – excavation shall be completed in one calendar day. Immediately following excavation activities, Contractor shall provide Temporary Access. Concrete forming and pouring shall be completed in one calendar day. Concrete shall contain high early strength additives and must achieve a strength of 3,500 psi in two days.

Commercial Entrances (**greater than 20' wide**) – shall be constructed one half at a time. Concrete shall contain high early strength additives and must achieve a strength of 3,500 psi in two days.

**Temporary Access** – MoDOT specified Type 5 aggregate, at a minimum thickness of 6" compacted, shall be used for temporary access and shall be considered incidental to the contract. Contractor shall install and compact the Type 5 aggregate in a sufficient manner, and to the Engineer's satisfaction; to prevent vehicle bottoms scraping the roadway, driveway, and parking lots. No separate payment will be made for the placement, maintenance or removal of said access. If said access is not supplied as set out above, the City will supply said access with its own forces, without notification to the Contractor, and will deduct such costs from the sums due the Contractor.

**P. AS-BUILTS**

Contractor shall provide the Town of Augusta with a set of As-Built plans prepared by a surveyor or engineer prior to project closeout. These plans shall include elevation and location of all new pavement, curbs, etc.

**Q. PAVING OPERATIONS**

Contractor will be allowed to close the road during paving operations. Phasing and detour plans shall be submitted to the Engineer and approved, 7 days prior to commencement of paving activities.

The Contractor will be required to clean the streets to be resurfaced, to the satisfaction of the Engineer, with a self-propelled street sweeper with water, just prior (on the same day) to the tack coat application. Pavement shall be dry prior to tack coat application.

**R. STREET SWEEPER**

The Contractor will be required to clean the streets to be resurfaced, to the satisfaction of the Engineer, with a self-propelled street sweeper with water just prior (on the same day) to the tack coat/fabric application for the surface course.

**S. CLEANING UP**

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

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

**T. STORAGE OF EQUIPMENT**

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

**U. COORDINATION WITH PUBLIC SERVICES**

The Contractor will be responsible to notify: a) school district, b) ambulance district, c) fire and police, d) the City's Trash Hauler and e) the United States Postal Service of the construction sequence and schedule. The Contractor shall coordinate trash collection for the residents during construction activities.

**V. DUST CONTROL**

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

**W. PORTABLE TOILET FACILITIES**

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

**X. SPRINKLER SYSTEMS**

It will be the Contractor's responsibility to repair or replace sprinkler systems that are damaged due to construction activities to the satisfaction of the Owner. This will include all sprinkler systems on City right-of-way and private property. The contractor will be required to make the necessary repairs within five (5) working days.

If said repairs are not completed as set out above, the Owner will make the necessary repairs, and will deduct the repair cost from the sums due the contractor.

**Y. DOWN SPOUTS AND SUMP PUMPS**

It will be the Contractor's responsibility to repair or replace pipes that are part of a private down spout or sump pump system that are damaged due to construction activities to the satisfaction of the Owner. This will include all systems on City right-of-way and private property. The contractor will be required to make the necessary repairs within five (5) working days at no additional cost to the City or Property Owner.

Pipes that are within existing curb or sidewalk that are being replaced shall be placed back in the curb unless otherwise directed by the City Representative. The down spout or sump pump system shall operate as well or better than before it was disturbed.

If said repairs are not completed as set out above, the Owner will make the necessary repairs, and will deduct the repair cost from the sums due the contractor.

**Z. MOBILIZATION**

The Contractor shall be paid the lump sum amount for mobilization in accordance with Section 618 of the Missouri Standard Specifications for Highway Construction.

**AA. REMOVAL OF IMPROVEMENTS**

The Contractor shall provide all material, labor, and equipment necessary to perform the removal of existing improvements as shown on the plans and/or discussed in the specifications. This item shall be paid for on a lump sum basis and the Contractor's lump sum price shall be considered all inclusive.

**BB. SAWCUTTING – JSP 1**

A line item has been included in the bid form for sawcutting. This line item is for the sawcutting of each paved driveway and roadway pavement to provide a smooth transition with existing pavement. Payment shall be at the unit price per lineal foot of sawcut performed. The price shall include all labor, tools, equipment, and materials necessary to perform the work. All other sawcutting shall be considered incidental and will not receive any payment.

**CC. ADA DETECTABLE WARNING PLATES – JSP 2**

The Contractor shall install new detectable warning devices between the new sidewalk and roadway, in accordance to the details on sheets DE-3 through DE-9, as applicable. Payment shall be at the unit price per each handicap detectable warning plate installed. The price shall include all labor, tools, equipment, and materials necessary, including all incidental items, to perform the work.

**DD. RETAINING WALL – JSP 3**

The Contractor is to provide a design for each of the retaining walls shown on the project. The design shall be prepared by a professional engineer and shall follow the details for elevation and block style shall match the existing wall shown on the plans. All labor, tools, equipment, and materials used in the execution of this pay item will be paid for at the unit price per square foot of face for the wall. The face of the wall shall be considered the exposed surface between the top of the wall and the finish grade at the base of the wall.

**EE. LANDSCAPE RESTORATION – JSP 4**

A line item has been included in the bid form for landscape restoration. This item is for restoring the existing landscaping (i.e., trees, bushes, etc.) that are affected by the new sidewalk improvements on private property. The Contractor shall restore the existing landscaping to its original condition, or better, once the new sidewalk improvements have been installed. This work will not be measured for payment, but will be considered a lump sum unit. The work shall include all labor, tools, equipment, and materials necessary, including all incidental items, to perform the work.

**FF. HISTORIC PRESERVATION – JSP 5**

**1.0 Description.** The contractor is notified that the majority of the project is located within the Walnut Street Historic District, which is listed in the National Register of Historic Places (NRHP) (historic property).

**2.0 Construction Requirements.** The contractor shall use extreme care when working adjacent to historic properties, to protect features that contribute to historical significance, including contributing elements immediately adjacent to existing right of way, specifically including features along the full extents of Walnut Street, 235 Green Street and 208-210 Ferry Street.

**2.1** When removing sidewalks adjacent to building foundations or other contributing elements, including, but not limited to, stone or concrete walls, the contractor shall use saws to cut existing sidewalk materials for removal using the gentlest means possible.

**2.2** The contractor shall use expansion joints when placing new sidewalk material adjacent to historic building foundations and contributing resources, including, but not limited to, stone and concrete walls.

**3.0 Basis of Payment.** The associated items will be paid at the unit price for each of the appropriate pay items included in the contract. If the contractor fails to comply with this provision, federal funding could be jeopardized, thus forcing MoDOT to suspend the project. No time extensions will be granted due to the contractor's failure to comply with this provision.

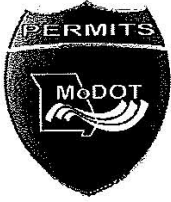
**GG. PROPERTY OWNER AGREEMENTS – JOB SPECIAL CONDITIONS**

No Property Owner Agreements are documented at this time.

**HH. CONSTRUCTION REQUEST FOR INFORMATION**

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





## MoDOT - District 6 Traffic Local Roads Permit Information

### A Permit for Work on Right of Way is Required for:

- Construction of new entrances
- Reconstruction of existing entrances (change in width, grade, location, etc)
- Grading
- Landscaping
- Irrigation installation
- Utility installation
- Signal installation or modification
- Traffic control

### How to Obtain a Local Roads Permit for Work on Right of Way:

- Local Roads Contact to submit Permit Request Form to Permit's Traffic Technician to type new permit for the Local Roads Project.
- Permit's Traffic Technician to send copy of permit to Local Roads Contact to give to Contractor at pre-con.
- Contractor will need to sign permit and bring to the Permit Office along with any required surety deposit. The permit will be issued from our Permit Office located in the Transportation Management Center (TMC)  
14301 South Outer Forty, Chesterfield, MO 63017.  
Hours are Monday-Friday 7:30am-11:30am and 12:00pm-3:30pm

### Once Local Roads Permit is Issued:

- Contractor to call before digging 1-800-344-7483 for location of underground facilities.
- Contractor to submit the Lane Closure Request Form to MoDOT, 2 business days prior to any lane closures.
- Permit Staff to enter lane closure information into TMS and notify Contractor, Local Roads Contact and Area Permit Inspector of approved lane closure with Workzone Verification email.
- Local Roads Contact to submit Permit Completion Report Form when work is complete and accepted by Local Roads Department.
- Traffic Technician and/or Traffic Clerk to release permit and send request to Jeff City for deposit to be refunded.
- The surety deposit will be refunded within 3-4 weeks after permit is released.



## Missouri Department of Transportation Local Roads Permit Request

This form is to show intent to perform work in state right of way and does not give the applicant or their representatives authorization to work in state right of way. Authorization to work in state right of way will come in the way of a permit issued from MoDOT Permits department. All information on this form unless otherwise marked is required, if any required information is left out your request will not be processed. This form is electronically fillable.

Local Roads Project # \_\_\_\_\_ Local Roads Contact \_\_\_\_\_

Deposit Amount \_\_\_\_\_

### Applicant Information

Applicant Name \_\_\_\_\_ Company \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

### Contractor Information (only required if different from applicant)

Contact Name \_\_\_\_\_ Company \_\_\_\_\_

Address \_\_\_\_\_

Phone No. \_\_\_\_\_

### Location Information

Route \_\_\_\_\_ County \_\_\_\_\_ City \_\_\_\_\_

State Log Point \_\_\_\_\_ GPS coordinates N 38° \_\_\_\_\_ W 90° \_\_\_\_\_  
OPTIONAL GPS coordinates should be in Degrees' Minutes' Seconds' format i.e. N38°38'27.7" W90°30'42.37"

Location of work on State right of way along the \_\_\_\_\_ side, \_\_\_\_\_  
Direction Distance Feet / Miles

\_\_\_\_\_ from \_\_\_\_\_  
Direction Nearest cross street or intersection

Description of work:

Submit by email

## Lane Closure Request Form

You have received this form because it is possible that you may have to close a lane and/or shoulder on a Missouri State Highway.

Prepare a temporary traffic control plan and communicate it to all responsible parties prior to commencement of work. Traffic Control for Field Operations can be found on MoDOT's website at [www.modot.mo.gov](http://www.modot.mo.gov) in section 616.23 of the Engineering Policy Guide.

There are two methods to request a lane and/or shoulder closure on MoDOT right of way:

**Preferred** - E-mail the attached form to [SPPermitWorkzones@modot.mo.gov](mailto:SPPermitWorkzones@modot.mo.gov).

**or Fax** - Complete the attached form and fax it to **573-522-6491**

\* ALL LANE AND/OR SHOULDER CLOSURES MUST BE APPROVED BY MODOT.

\* The attached form will need to be submitted to MoDOT a minimum of 2 business days and a maximum of 10 business days prior to any lane and/or shoulder closures.

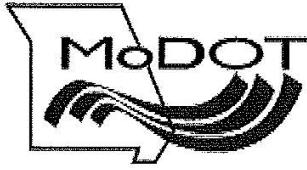
\* The form must be filled out to its entirety or it will be returned to you by E-mail or Fax for corrections.

\* After MoDOT receives the request for a lane and/or shoulder closure, the Point of Contact will be notified by e-mail, fax or phone and given a MoDOT Work Zone Verification Number.

\* It is your responsibility to make sure MoDOT has received and approved the request. You may call the MoDOT permit inspector on the permit for verification.

LANE CLOSURES THAT HAVE NOT BEEN APPROVED WILL NOT BE ALLOWED  
AND WILL BE SHUT DOWN.

**The Lane Closure Request form is available on our web page.**  
[http://www.modot.mo.gov/stlouis/news\\_and\\_information/Permits.htm](http://www.modot.mo.gov/stlouis/news_and_information/Permits.htm).



## Lane Closure Request Form

This section completed by MoDOT Permit Staff

MoDOT WZ Verification # \_\_\_\_\_

Date recd. \_\_\_\_\_ Time recd. \_\_\_\_\_

Method of Notification:

E-mail \_\_\_\_\_ Fax \_\_\_\_\_ Phone \_\_\_\_\_

TMS ID # : \_\_\_\_\_

Notified By: \_\_\_\_\_

### Point of Contact Information

Lane Closures Require a 24-hour Point of Contact while work is being conducted.

Company Name \_\_\_\_\_ Telephone \_\_\_\_\_  
Contact Name \_\_\_\_\_ Cell number \_\_\_\_\_  
Email address \_\_\_\_\_ Fax \_\_\_\_\_

**ALL FIELDS ARE REQUIRED - INCOMPLETE FORMS WILL BE REJECTED**

MoDOT Permit Number \_\_\_\_\_  
MoDOT Permit Inspector \_\_\_\_\_  
Route \_\_\_\_\_ Direction \_\_\_\_\_ Town \_\_\_\_\_ County \_\_\_\_\_  
(North, South, East, West)  
Location Start at \_\_\_\_\_ feet/miles \_\_\_\_\_ from \_\_\_\_\_  
(North, South, East, West) (State Hwy, County Road, City Street, or County Line)  
Location End at \_\_\_\_\_ feet/miles \_\_\_\_\_ from \_\_\_\_\_  
(North, South, East, West) (State Hwy, County Road, City Street, or County Line)  
Type of Work \_\_\_\_\_ Work Zone Length \_\_\_\_\_ feet/miles  
Lane Type \_\_\_\_\_ # Lanes Closed \_\_\_\_\_  
(Thru, Left Turn, Right Turn, Shoulder)  
Closure Location \_\_\_\_\_ Emergency Work \_\_\_\_\_  
(Left Lane, Center Lane, Right Lane) (Yes or No)  
Day or Night \_\_\_\_\_ Weekend Work \_\_\_\_\_  
(Day, Night, 24 hour) (None, Saturday, Sunday, or Both)  
Start Date \_\_\_\_\_ Start Time \_\_\_\_\_  
End Date \_\_\_\_\_ End Time \_\_\_\_\_

Closures should not last longer than 7 days per request and weekday daytime lane closures should not start earlier than 9:00 a.m. or end later than 3:30 p.m.

Additional Comments (moving operation, short term, etc.) \_\_\_\_\_

Note: Type or Print Legibly

Submit by Email





## Local Roads Permit Completion Report

This form must be completed & returned when all permit work on state right of way is completed and accepted by Local Roads Department.

MoDOT PERMIT #: \_\_\_\_\_ LOCAL ROADS PROJECT #: \_\_\_\_\_

LOCAL ROADS CONTACT: \_\_\_\_\_

ROUTE: \_\_\_\_\_ COUNTY: \_\_\_\_\_ CITY: \_\_\_\_\_

APPLICANT NAME: \_\_\_\_\_

The work on the above mentioned permit was completed on \_\_\_\_\_,

DATE

and the right of way has been completely restored. This permit is ready to be released.

REMARKS:

<div>ONLY NEEDED IF ON A MoDOT ROUTE</div>
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Once completed you can email this form to [D6completedpermits@modot.mo.gov](mailto:D6completedpermits@modot.mo.gov)



CONSTRUCTION REQUEST FOR INFORMATION

<b>RFI #:</b>	
<b>PROJECT:</b>	
<b>SUBMITTED DATE:</b>	
<b>SUBMITTED BY:</b>	
<b>INFORMATION REQUESTED:</b>	
<b>ATTACHMENTS:</b>	

<b>RESPONSE DATE:</b>	
<b>RESPONSE FROM:</b>	
<b>RESPONSE:</b>	
<b>ATTACHMENTS:</b>	

END OF CONSTRUCTION RFI

**G. Supplemental Revisions JSP-18-01AB**

Compliance with [2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#).

The Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as substantial or as critical technology as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

**Stormwater Compliance Requirements**

**1.0 Description.** This provision requires the contractor to provide a Water Pollution Control Manager (WPCM) for any project that includes land disturbance on the project site and the total area of land disturbance, both on the project site, and all Off-site support areas, is one (1) acre or more. Regardless of the area of Off-site disturbance, if no land disturbance occurs on the project site, these provisions do not apply. When a WPCM is required, all sections within this provision shall be applicable, including assessment of specified Liquidated Damages for failure to correct Stormwater Deficiencies, as specified herein. This provision is in addition to any other stormwater, environmental, and land disturbance requirements specified elsewhere in the contract.

**1.1 Definitions.** The project site is defined as all areas designated on the plans, including temporary and permanent easements. The project site is equivalent to the "permitted site", as defined in MoDOT's State Operating Permit. An Off-site area is defined as any location off the project site the contractor utilizes for a dedicated project support function, such as, but not limited to, staging area, plant site, borrow area, or waste area.

**1.2 Reporting of Off-Site Land Disturbance.** If the project includes any planned land disturbance on the project site, prior to the start of work, the contractor shall submit a written report to the engineer that discloses all Off-site support areas where land disturbance is planned, the total acreage of anticipated land disturbance on those sites, and the land disturbance permit number(s). Upon request by the engineer, the contractor shall submit a copy of its land disturbance permit(s) for Off-site locations. Based on the total acreage of land disturbance, both on and Off-site, the engineer shall determine if these Stormwater Compliance Requirements shall apply. The Contractor shall immediately report any changes to the planned area of Off-site land disturbance. The Contractor is responsible for obtaining its own separate land disturbance permit for Off-site areas.

**2.0 Water Pollution Control Manager (WPCM).** The Contractor shall designate a competent person to serve as the Water Pollution Control Manager (WPCM) for projects meeting the description in Section 1.0. The Contractor shall ensure the WPCM completes all duties listed in Section 2.1.

**2.1 Duties of the WPCM:**

- (a) Be familiar with the stormwater requirements including the current MoDOT State Operating Permit for construction stormwater discharges/land disturbance activities; MoDOT's statewide Stormwater Pollution Prevention Plan (SWPPP); the Corps of Engineers Section 404 Permit, when applicable; the project specific SWPPP, the Project's Erosion & Sediment Control Plan; all applicable special provisions, specifications, and standard drawings; and this provision;
- (b) Successfully complete the MoDOT Stormwater Training Course within the last 4 years. The MoDOT Stormwater Training is a free online course available at MoDOT.org;
- (c) Attend the Pre-Activity Meeting for Grading and Land Disturbance and all subsequent Weekly Meetings in which grading activities are discussed;
- (d) Oversee and ensure all work is performed in accordance with the Project-specific SWPPP and all updates thereto, or as designated by the engineer;
- (e) Review the project site for compliance with the Project SWPPP, as needed, from the start of any grading operations until final stabilization is achieved, and take necessary actions to correct any known deficiencies to prevent pollution of the waters of the state or adjacent property owners prior to the engineer's weekly inspections;

- (f) Review and acknowledge receipt of each MoDOT Inspection Report (Land Disturbance Inspection Record) for the Project within forty eight (48) hours of receiving the report and ensure that all Stormwater Deficiencies noted on the report are corrected as soon as possible, but no later than stated in Section 5.0.

**3.0 Pre-Activity Meeting for Grading/Land Disturbance and Required Hold Point.** A Pre-Activity meeting for grading/land disturbance shall be held prior to the start of any land disturbance operations. No land disturbance operations shall commence prior to the Pre-Activity meeting except work necessary to install perimeter controls and entrances. Discussion items at the pre-activity meeting shall include a review of the Project SWPPP, the planned order of grading operations, proposed areas of initial disturbance, identification of all necessary BMPs that shall be installed prior to commencement of grading operations, and any issues relating to compliance with the Stormwater requirements that could arise in the course of construction activity at the project.

**3.1 Hold Point.** Following the pre-activity meeting for grading/land disturbance and subsequent installation of the initial BMPs identified at the pre-activity meeting, a Hold Point shall occur prior to the start of any land disturbance operations to allow the engineer and WPCM the time needed to perform an on-site review of the installation of the BMPs to ensure compliance with the SWPPP is met. Land disturbance operations shall not begin until authorization is given by the engineer.

**4.0 Inspection Reports.** Weekly and post run-off inspections will be performed by the engineer and each Inspection Report (Land Disturbance Inspection Record) will be entered into a web-based Stormwater Compliance database. The WPCM will be granted access to this database and shall promptly review all reports, including any noted deficiencies, and shall acknowledge receipt of the report as required in Section 2.1 (f.).

**5.0 Stormwater Deficiency Corrections.** All stormwater deficiencies identified in the Inspection Report shall be corrected by the contractor within 7 days of the inspection date or any extended period granted by the engineer when weather or field conditions prohibit the corrective work. If the contractor does not initiate corrective measures within 5 calendar days of the inspection date or any extended period granted by the engineer, all work shall cease on the project except for work to correct these deficiencies, unless otherwise allowed by the engineer. All impact costs related to this halting of work, including, but not limited to stand-by time for equipment, shall be borne by the Contractor. Work shall not resume until the engineer approves the corrective work.

**5.1 Liquidated Damages.** If the Contractor fails to complete the correction of all Stormwater Deficiencies listed on the MoDOT Inspection Report within the specified time limit, the Commission will be damaged in various ways, including but not limited to, potential liability, required mitigation, environmental clean-up, fines, and penalties. These damages are not reasonably capable of being computed or quantified. Therefore, the contractor will be charged with liquidated damages specified in the amount of \$2,000 per day for failure to correct one or more of the Stormwater Deficiencies listed on the Inspection Report within the specified time limit. In addition to the stipulated damages, the stoppage of work shall remain in effect until all corrections are complete.

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

#### Anti-Discrimination Against Israel Certification

By signing this contract, the Company certifies it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel, companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel, or persons or entities doing business in the State of Israel as defined by Section 34.600 RSMo. This certification shall not apply to contracts with a total potential value of less than One Hundred Thousand Dollars (\$100,000) or to contractors with fewer than ten (10) employees.

#### Ground Tire Rubber (GTR) Dry Process Modification of Bituminous Pavement Material

**1.0 Description.** This work shall consist of the dry process of adding ground tire rubber (GTR) to modify bituminous material to be used in highway construction. Existing GTR requirements in Section 1015 pertain to the wet process method of GTR modification that blends GTR with the asphalt binder (terminal blending or blending at HMA plant). The following requirements shall govern for dry process GTR modification. The dry process method adds GTR as a fine aggregate or mineral filler during mix production. All GTR modified asphalt mixtures shall be in accordance with Secs 401, 402, or 403 as specified in the contract; except as revised by this specification.



**2.0 Materials.** The contractor shall furnish a manufacturer's certification to the engineer for each shipment of GTR furnished stating the name of the manufacturer, the chemical composition, workability additives, and certifying that the GTR supplied is in accordance with this specification.

**2.1 Product Approval.** The GTR product shall contain a Trans-Polyoctenamer (TOR) added at 4.5 % of the weight of the crumb rubber or an engineered crumb rubber (ECR) workability additive that has proven performance in Missouri. Other GTR additives shall be demonstrated and proven prior to use such as a five-year field performance history in other states or performance on a federal or state-sanctioned accelerated loading facility.

**2.2 General.** GTR shall be produced from processing automobile or truck tires by ambient or cryogenic grinding methods. Heavy equipment tires, uncured or de-vulcanized rubber will not be permitted. GTR shall also meet the following material requirements:

Table 1 – GTR Material Properties		
Property	Test Method	Criteria
Specific Gravity	ASTM D1817	1.02 to 1.20
Metal Contaminates	ASTM D5603	≤ 0.01%
Fiber Content	ASTM D5603	≤ 0.5%
Moisture Content	ASTM D1509	≤ 1.0%*
Mineral Filler	AASHTO M17	≤ 4.0%

\*Moisture content of the GTR shall not cause foaming when combined with asphalt binder and aggregate during mix production

**2.3 Gradation.** The GTR material prior to TOR or ECR workability additives shall meet the following gradation and shall be tested in accordance with ASTM D5603 and ASTM D5644.

Table 2 – GTR Gradation	
Sieve	Percent Passing by Weight
No. 20	100
No. 30	98-100
No. 40	50-70
No. 100	5-15

**3.0 Delivery, Storage, and Handling.** The GTR shall be supplied in moisture-proof packaging or other appropriate bulk containers. GTR shall be stored in a dry location protected from rain before use. Each bag or container shall be properly labeled with the manufacturer's designation for the GTR and specific type, mesh size, weight and manufacturer's batch or Lot designation.

**4.0 Feeder System.** Dry Process GTR shall be controlled with a feeder system using a proportioning device that is accurate to within ± 3 percent of the amount required. The system shall automatically adjust the feed rate to always maintain the material within this tolerance and shall have a convenient and accurate means of calibration. The system shall provide in-process monitoring, consisting of either a digital display of output or a printout of feed rate, in pounds per minute, to verify feed rate. The supply system shall report the feed in 1-pound increments using load cells that will enable the user to monitor the depletion of the GTR. Monitoring the system volumetrically will not be allowed. The feeder shall interlock with the aggregate weight system and asphalt binder pump to maintain correct mixture proportions at all production rates.

Flow indicators or sensing devices for the system shall be interlocked with the plant controls to interrupt mixture production if GTR introduction rate is not within ± 3 percent. This interlock will immediately notify the operator if GTR introduction rate exceeds introduction tolerances. All plant production will cease if the introduction rate is not brought back within tolerance after 30 seconds. When the interlock system interrupts production and the plant has to be

restarted, upon restarting operations; the modifier system shall run until a uniform feed can be observed on the output display. All mix produced prior to obtaining a uniform feed shall be rejected.

**4.1 Batch Plants.** GTR shall be added to aggregate in the weigh hopper. Mixing times shall be increased per GTR manufacturer recommendations.

**4.2 Drum Plants.** The feeder system shall add GTR to aggregate and liquid binder during mixing and provide sufficient mixing time to produce a uniform mixture. The feeder system shall ensure GTR does not become entrained in the exhaust system of the drier or plant and is not exposed to the drier flame at any point after introduction.

**5.0 Testing During Mixture Production.** Testing of asphalt mixes containing GTR shall not begin until at least 30 minutes after production or per additive supplier's recommendation.

**6.0 Construction Requirements.** Mixes containing GTR shall have a target mixing temperature of 325 F or as directed by the GTR additive supplier. The additive supplier's recommendations shall be followed to allow for GTR binder absorption/reaction. This may include holding mix in the silo to allow time for binder to absorb into the GTR. Rolling operations may need to be modified.

**7.0 Mix Design Test Method Modification.** A formal mixing procedure from the additive supplier shall be provided to the contractor and engineer that details the proper sample preparation, including blending GTR with the binder or other additives. Samples shall be prepared and fabricated in accordance with this procedure by the engineer and contractor throughout the duration of the project.

**8.0 Mix design Volumetrics.** Mix design volumetric equations shall be modified as follows:

**8.1** Additional virgin binder added to offset GTR absorption of binder shall be counted as part of the mix virgin binder

**8.2** GTR shall be included as part of the aggregate when calculating VMA of the mix.

**8.2.1** GTR SPG shall be 1.15

**8.3** Mix  $G_{sb}$  used to determine VMA shall be calculated as follows:

$$G_{sb(JMF)} = \frac{(100 - P_{bmv})}{\left(\frac{P_s}{G_{sb}} + \frac{P_{GTR}}{G_{GTR}}\right)}$$

where:

$G_{sb(JMF)}$  = bulk specific gravity of the combined aggregate including GTR

$P_{bmv}$  = percent virgin binder by total mixture weight

$P_s$  = percent aggregate by total mixture weight (not including GTR)

$P_{GTR}$  = percent GTR by total mixture weight

$G_{sb}$  = bulk specific gravity of the combined aggregate (not including GTR)

$G_{GTR}$  = GTR specific gravity

**8.4**  $G_{se}$  shall be calculated as follows:

$$G_{se} = \frac{(100 - P_b - P_{GTR})}{\left(\frac{100}{G_{mm}} - \frac{P_b}{G_h} - \frac{P_{GTR}}{G_{GTR}}\right)}$$

**8.5**  $P_{be}$  shall be calculated as follows:

$$P_{be} = P_b - \frac{P_{ba}}{100} * (P_s + P_{GTR})$$

**9.0 Minimum GTR Amount.** The minimum dosage rate for GTR shall be 5 % by weight of total binder for an acceptable one bump grade or 10 % by weight of total binder for an acceptable two bump grade as detailed in the following table. Varying percentage blends of GTR and approved additives may be used as approved by the engineer with proven performance and meeting the specified requirements of the contract grade.

Contract Binder Grade	Percent Effective Virgin Binder Replacement Limits	Required Virgin Binder Grade	Minimum GTR Dosage Rate
PG 76-22	0 - 20	PG 70-22	5 %
		PG 64-22	10 %
PG 70-22	0 - 30	PG 64-22	5 %
		PG 58-28	10 %
PG 64-22	0 – 40*	PG 58-28	5 %
		PG 52-34	10 %
PG 58-28	0 – 40*	PG 52-34	5 %
		PG 46-34	10 %

\* Reclaimed Asphalt Shingles (RAS) may be used when the contract grade is PG 64-22 or PG 58-28. RAS replacement shall follow the 2 x RAS criteria when calculating percent effective binder replacement in accordance Sec 401.

**Delete Sec 403.19.2 and substitute the following:**

**403.19.2 Lots.** The lot size shall be designated in the contractor's QC Plan. Each lot shall contain no less than four sublots and the maximum subplot size shall be 1,000 tons. The maximum lot size shall be 4,000 tons for determination of pay factors. Sublots from incomplete lots shall be combined with the previous complete lot for determination of pay factors. When no previous lot exists, the mixture shall be treated in accordance with [Sec 403.23.7.4.1](#). A new lot shall begin when the asphalt content of a mixture is adjusted in accordance with [Sec 403.11](#).

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

#### **106.9 Buy America Requirements.**

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

##### **106.9.1 Buy America Requirements for Iron and Steel.**

On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

##### **106.9.1.1 Buy America Requirements for Iron and Steel for Manufactured items.**

A manufactured item will be considered iron and steel if it is "predominantly" iron or steel. Predominantly iron or steel means that the cost of iron or steel content of a product is more than 50 percent of the total cost of all its components.

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

**106.9.3** "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

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

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

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

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

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

**106.9.6 Buy America Requirements for Construction Materials other than iron and steel materials.** Construction materials means articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

- (a) Non-ferrous metals
- (b) Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)

- (c) Glass (including optic glass)
- (d) Fiber optic cable (including drop cable)
- (e) Optical fiber
- (f) Lumber
- (g) Engineered wood
- (h) Drywall

**106.9.6.1 Minimal Use allowance for Construction Materials other than iron or steel.**

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

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

Manufactured products means:

- (a) Articles, materials, or supplies that have been:
  - (i) Processed into a specific form and shape; or
  - (ii) Combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies.
- (b) If an item is classified as an iron or steel product, a construction material, or a section 70917(c) material under § 184.4(e) and the definitions set forth in this section, then it is not a manufactured product. However, an article, material, or supply classified as a manufactured product under § 184.4(e) and paragraph (1) of this definition may include components that are construction materials, iron or steel products, or section 70917(c) materials.

**106.9.7.1** Manufactured products are exempt from Buy America requirements. To qualify as a manufactured product, items that consist of two or more of the listed construction materials that have been combined together through a manufacturing process, and items that include at least one of the listed materials combined with a material that is not listed through a manufacturing process, should be treated as manufactured products, rather than as construction materials.

**106.9.7.2** Manufactured items are covered under a general waiver to exclude them from Buy America Requirements. To qualify for the exemption the components must comprise of 55% of the value of materials in the item. The final assembly must also be performed domestically.

**Delete Sec 109.14.1 thru Sec 109.14.8 and substitute the following:**

**109.14.1 Monthly Fuel Index.** Each month, the Monthly Fuel Index will be established as the average retail price per gallon for Ultra Low Sulfur Diesel for the Midwest (PADD 2) area as posted on the first Monday of the month by the U.S. Energy Information Administration (EIA). Should the posted price not be available for any reason, the MoDOT State Construction and Materials Engineer will use reasonable methods, at their sole discretion, to establish the Monthly Fuel Index on an interim basis until the EIA resumes its publication.

**109.14.2 Fuel Adjustment Calculation.**

B = Base Fuel Index = Monthly Fuel Index in the month in which the project was let  
 C = Current Index = Monthly Fuel Index in the month in which the work was performed  
 U = Units of work performed within the current pay estimate period (applicable pay units)  
 F = Total Fuel Usage Factor (gal./applicable pay units)

Fuel Adjustment (Dollars) = (C – B) x U x F

**109.14.3** Each pay estimate period, a fuel adjustment payment or deduction will be applied for the quantity of work performed that period on each qualifying pay item. For calculation of the fuel adjustment, work performed on the first day of a month will generally be included with the second estimate in the previous month to keep fuel adjustments in sync with MoDOT's normal payment estimate period schedule. The Commission reserves the right to include work performed on the first day of the month with the current month to accommodate financial accounting termini, such as the beginning of the state and federal fiscal years (July 1 and October 1).

**109.14.4** If the bidder wishes to be bound by these specifications, the bidder shall execute the acceptance form in the proposal. Failure by the bidder to execute the acceptance form will be interpreted to mean election to not participate in the price adjustment for fuel.

#### Disposal of Blast Media and Paint Residue

**1.0 Description.** Whereas Sec 1081.10 requires delivery of Blast Media and Paint Residue (BMPR) produced from bridge coating activities to The Doe Run Company for recycling, and considering the amount of BMPR produced on all active MoDOT projects statewide at any given point in time may exceed the recycling capacity of Doe Run, this provision allows for an alternate method of disposal of BMPR. The contractor, at its discretion, can choose this disposal option or the Doe Run recycle option, when both are available. When Doe Run is not currently capable or agreeable to accept the BMPR, this alternate disposal option shall be considered mandatory, and at no additional cost to the Commission.

**2.0 Disposal in Landfill.** In lieu of delivery to Doe Run for recycling, BMPR material shall be disposed in the appropriate type of approved landfill, as determined by Toxicity Characteristic Leaching Procedure (TCLP) testing. The material must be TCLP tested to determine if it contains a level of hazardous waste such that requires disposal in a hazardous waste landfill. A sampling plan for testing shall be submitted to MoDOT for review and concurrence. Sampling shall be performed by the contractor. MoDOT will witness the sampling to ensure it is conducted per the plan submitted.

**2.1** The contractor shall submit the collected samples to a qualified third-party testing facility to perform TCLP testing. If the sample indicates that the BMPR material qualifies as hazardous waste, then the materials represented by that sample shall be delivered to a licensed hazardous waste landfill for disposal. The contractor shall be responsible for hiring a licensed hazardous waste transporter to transport the hazardous waste to the landfill. The contractor shall comply with all applicable laws and regulations for storage and shipping of the hazardous waste material. If the testing indicates that the BMPR material qualifies as a special waste, it shall be taken to a certified landfill for disposal. The contractor shall be responsible for the transportation of the special waste material to the certified landfill. The requirement to ship the BMPR material by barrels will be waived. Any alternate containers utilized shall comply with all applicable laws and regulations for shipping this type of special waste material. Copies of all shipping manifests, landfill disposal agreements, and any other legally required documentation shall be provided to the engineer.

**3.0 Basis of Payment.** No payment will be made for any costs associated with this landfill disposal option, including, but not limited to, sampling, testing, delivery, temporary storage, or disposal fees.

# FEDERAL AID PROVISIONS

December 1980

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

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

Goals for Female participation for each trade

### AREA COVERED

Goals for women apply nationwide

### GOALS AND TIMETABLES

#### Goals

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

### Goals for Minority Participation for Each Trade

<u>County</u>	<u>Goal (Percent)</u>	<u>County</u>	<u>Goal (Percent)</u>
---------------	-----------------------	---------------	-----------------------

Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4
Cedar	2.3	Ozark	2.3
Chariton	4	Pemiscot	26.5

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

1. These goals are applicable to all of the contractor's construction work (whether or not is Federal or federally assisted) performed in the covered area. If the contractor performs construction work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the work is actually performed. With regard to this second area, the contractor also is subject to the goals for both its federally involved and nonfederally involved construction.
2. The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on Its Implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority, or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.
3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the contract resulting from this solicitation. The notification shall list the name, address and telephone number of the subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.



4. As used in this Notice, and in the contract resulting from this solicitation, the "covered area" of the county, route and limits described in the proposal for the work.

July 1986

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

1. As used in these specifications:
  - a. "Covered area" means the geographical area described in the solicitation which this contract resulted.
  - b. "Director" mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
  - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;
  - d. "Minority" includes:
    - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
    - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
    - (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
    - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.

6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
  - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
  - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
  - c. Maintain a current file or the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
  - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
  - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.
  - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement by publicizing it in the company newspaper, annual report, etc., by specific review of the policy with all management personnel and with all minority and female employees at least one a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.
  - g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.

- i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.

13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program).

#### **OPERATING POLICY STATEMENT**

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

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

#### **SUPPLEMENTAL REPORTING REQUIREMENTS**

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

## NONDISCRIMINATION IN EMPLOYMENT

July 1990

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

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

The two pertinent exemption clauses are as follows:

### 60-1.5 Exemptions

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

# Prevailing Wage Section

## State

Annual Wage Order No. 31 St. Charles County

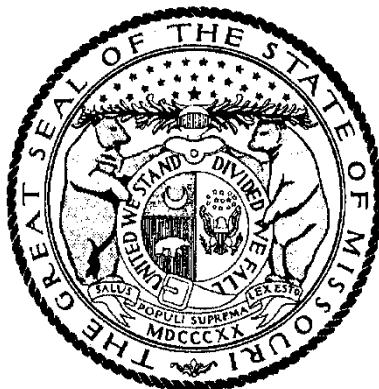
## Federal

General Decision Number MO20240001 05/24/2024

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

## Annual Wage Order No. 31

Section 092  
**ST. CHARLES COUNTY**

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

Original Signed by

Todd Smith, Director  
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$65.92
Boilermaker	\$33.43*
Bricklayer-Stone Mason	\$62.70
Carpenter	\$63.86
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.41
Plasterer	
Communication Technician	\$55.55
Electrician (Inside Wireman)	\$68.34
Electrician Outside Lineman	\$33.43*
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$33.43*
Glazier	\$67.91
Ironworker	\$70.01
Laborer	\$53.19
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$58.73
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$71.19
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$54.53
Plumber	\$77.38
Pipe Fitter	
Roofer	\$58.55
Sheet Metal Worker	\$74.61
Sprinkler Fitter	\$81.50
Truck Driver	\$47.88
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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



Heavy Construction Rates for  
ST. CHARLES County

Section 092

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$62.94
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$81.20
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$52.84
General Laborer	
Skilled Laborer	
Operating Engineer	\$68.23
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$48.61
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

# OVERTIME and HOLIDAYS

## OVERTIME

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

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

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

## HOLIDAYS

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

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

"General Decision Number: M020240001 05/24/2024

Superseded General Decision Number: M020230001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

#### HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 14026 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$17.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2024.</li></ul>
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"><li>. Executive Order 13658 generally applies to the contract.</li><li>. The contractor must pay all covered workers at least \$12.90 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2024.</li></ul>

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the

Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/05/2024
1	01/19/2024
2	02/23/2024
3	03/08/2024
4	04/19/2024
5	05/24/2024

CARP0002-002 05/01/2023

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 40.34	21.25

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CARP0005-006 05/01/2023

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 43.28	21.25
MILLWRIGHTS & PILEDRIVERS...	\$ 43.28	21.25

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CARP0011-001 05/01/2023

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND		

SULLIVAN COUNTIES.....\$ 34.31	21.25
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....\$ 32.64	21.25
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.\$ 34.31	21.25
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.\$ 32.20	21.25
BENTON, MORGAN AND PETTIS...\$ 32.69	21.25
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....\$ 34.15	21.25
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....\$ 33.43	21.25
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....\$ 32.99	21.25
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....\$ 34.14	21.25
FRANKLIN COUNTY.....\$ 37.93	21.25
JEFFERSON AND ST. CHARLES COUNTIES.....\$ 40.34	21.25
LINCOLN COUNTY.....\$ 36.21	21.25
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....\$ 35.01	21.25
WARREN COUNTY.....\$ 36.69	21.25

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ELEC0001-002 07/17/2022

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

	Rates	Fringes
Electricians.....	\$ 43.56	29.10

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ELEC0002-001 09/04/2022

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

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 44.16	23.14
Groundman & Truck Driver....	\$ 33.74	19.34
Lineman & Cable Splicer.....	\$ 51.45	25.81

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ELEC0053-004 01/01/2024

	Rates	Fringes
Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES)		
Groundman Powderman.....	\$ 35.71	1.5%+9.04
Groundman.....	\$ 32.32	1.5%+18.25
Lineman Operator.....	\$ 48.73	1.5%+23.33
Lineman.....	\$ 54.02	1.5%+25.08

Line Construction; (BATES,  
BENTON, CARROLL, CASS, CLAY,

HENRY, JACKSON, JOHNSON,  
LAFAYETTE, PETTIS, PLATTE,  
RAY AND SALINE COUNTIES)

Groundman Powderman.....	\$ 33.58	18.34
Groundman.....	\$ 31.33	17.60
Lineman Operator.....	\$ 45.60	22.48
Lineman.....	\$ 50.31	24.11

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ELEC0095-001 09/01/2023

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

	Rates	Fringes
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Electricians:

Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 30.20	16.56

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ELEC0124-007 08/28/2023

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

	Rates	Fringes
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Electricians.....	\$ 47.37	25.89
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ELEC0257-003 03/01/2024

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

	Rates	Fringes
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Electricians:

Cable Splicers.....	\$ 30.42	16.085
Electricians.....	\$ 38.50	17.515

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ELEC0350-002 12/01/2023

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

	Rates	Fringes
Electricians.....	\$ 36.60	20.96

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 ELEC0453-001 09/01/2023

	Rates	Fringes
Electricians:		
CHRISITAN, DALLAS,		
DOUGLAS, GREENE, HICKORY,		
HOWELL, LACLEDE, OREGON,		
OZARK, POLK, SHANNON,		
WEBSTER and WRIGHT COUNTIES..	\$ 36.08	17.91
PULASKI and TEXAS COUNTIES..	\$ 36.08	17.91
STONE and TANEY COUNTIES....	\$ 26.62	17.11

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 ELEC0545-003 06/01/2023

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

	Rates	Fringes
Electricians:.....	\$ 36.75	20.40

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 ELEC0702-004 01/01/2024

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

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	\$ 36.89	30%+8.60
Groundman-Equipment		
Operator Class II (all		
other equipment).....	\$ 44.92	30%+8.60
Heavy-Equipment Operator		
Class I (all crawler type		
equipment D-4 and larger)...	\$ 50.37	30%+8.60
Lineman.....	\$ 63.30	30%+8.60

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 ENGI0101-001 05/01/2020



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

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

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant;

self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

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

#### HOURLY PREMIUMS:

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

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

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

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ENGI0101-005 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.42	20.44
GROUP 2.....	\$ 37.38	20.44
GROUP 3.....	\$ 32.91	20.44
GROUP 4.....	\$ 36.26	20.44

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained)

or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill locator; loader-forklift - skid loader (all types); hoisting engineer (2 active drums); locomotive operator (standard guage); master environmental maintenance mechanic; mechanics and welders (field and plants); mucking machine operator; piledrive operator; pitman crane or boom truck (all types); push cat; quad-track; scraper operators (all types); shovel operator; side discharge spreader; sideboom cats; skimmer scoop operator; slip-form paver (CMI, REX, Gomaco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

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

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

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

Shovels & backhoes, 3 yd. capacity or over.

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 31.72	14.88
GROUP 2.....	\$ 31.37	14.88
GROUP 3.....	\$ 31.17	14.88
GROUP 4.....	\$ 29.12	14.88

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

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

GROUP 3: Boilers - 1; chip spreader (front man); churn drill

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

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

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

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

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

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

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

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ENGI0513-004 05/03/2023

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 41.01	29.63
GROUP 2.....	\$ 41.01	29.63
GROUP 3.....	\$ 39.71	29.63
GROUP 4.....	\$ 39.26	29.63

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, Cable; Backhoe, Hydraulic (2 cu yds bucket and under regardless of attachment, one oiler for 2 or 3, two oilers for 4 through 6); Backhoe, Hydraulic over 2 cu

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

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self-propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity;

Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$ .55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2""; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

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

GROUP 4: Crane type

HOURLY PREMIUMS:

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

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ENGI0513-006 05/01/2022

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 33.24	28.75
GROUP 2.....	\$ 32.89	28.75
GROUP 3.....	\$ 32.69	28.75
GROUP 4.....	\$ 29.04	28.75

#### POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor



operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

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

FOOTNOTE: HOURLY PREMIUMS

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

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ENGI0513-007 05/03/2023

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 41.01	29.63
GROUP 2.....	\$ 41.01	29.63
GROUP 3.....	\$ 39.71	29.63
GROUP 4.....	\$ 39.26	29.63

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Backhoe, cable or hydraulic; cableway; crane

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

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

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing

machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2"" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

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

HOURLY PREMIUMS:

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

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IRON0010-012 04/01/2024

Rates	Fringes
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Ironworkers:

ANDREW, BARTON, BENTON,  
CAMDEN, CEDAR, CHARITON,  
CHRISTIAN, COOPER, DADE,  
DALLAS, DAVIESS, DE KALB,  
GENTRY, GREENE, GRUNDY,

HARRISON, HICKORY, HOLT,  
HOWARD, LACLEDE, LINN,  
LIVINGSTON, MERCER,  
MONITEAU, MORGAN, NODAWAY,  
PETTIS, POLK, PUTNAM,  
RANDLOPH, ST. CLAIR,  
SULLIVAN, TANEY, VERNON,  
WEBSTER, WRIGHT and WORTH  
Counties and portions of  
ADAIR, BOONE, MACON,  
MILLER and RANDOLPH

Counties.....\$ 35.00 33.56

ATCHISON, BATES, BUCHANAN,  
CALDWELL, CARROLL, CASS,  
CLAY, CLINTON, HENRY,  
JACKSON, JOHNSON,  
LAFAYETTE, PETTIS, PLATTE,  
SALINE, AND RAY COUNTIES....\$ 38.00

33.56

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IRON0321-002 08/01/2023

DOUGLAS, HOWELL and OZARK COUNTIES

Rates

Fringes

Ironworker.....\$ 27.00 20.96

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IRON0396-004 08/02/2023

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

Rates

Fringes

Ironworker.....\$ 40.37 30.55

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IRON0396-009 08/02/2023

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

Rates

Fringes

Ironworker.....\$ 40.37 30.55

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IRON0577-005 06/01/2023

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

	Rates	Fringes
Ironworker.....	\$ 31.55	25.05

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IRON0584-004 06/01/2023

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

	Rates	Fringes
Ironworkers:.....	\$ 29.00	16.20

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IRON0782-003 08/01/2023

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

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.....	\$ 38.77	29.51
All Other Work.....	\$ 33.47	24.12

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LAB00042-003 03/01/2023

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	\$ 36.65	17.12

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LAB00042-005 03/01/2023

ST. LOUIS (City and County)

	Rates	Fringes
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# LABORER

Dynamiter, Powderman.....	\$ 36.65	17.12
Laborers, Flaggers.....	\$ 36.65	17.12
Wrecking.....	\$ 36.65	17.12

LABO0110-005 05/01/2023

## Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1.....	\$ 35.49	15.62
GROUP 2.....	\$ 36.09	15.62
LABORER (Washington County)		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

## LABORERS CLASSIFICATIONS

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

erectors.

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

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LAB00579-005 05/01/2023

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

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors;

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

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzle men; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

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LAB00660-004 05/01/2023

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

	Rates	Fringes
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LABORER		
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GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

#### LABORERS CLASSIFICATIONS

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

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

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LAB00660-006 03/01/2023

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 36.91	15.62

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LAB00662-001 05/01/2023

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

LABORERS CLASSIFICATIONS

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

operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

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

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\* LAB00663-002 04/01/2024

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 35.24	15.57
GROUP 2.....	\$ 36.45	15.57

LABORERS CLASSIFICATIONS

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

trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

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

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LAB00840-011 05/01/2023

Crawford, Dent, Franklin, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties

	Rates	Fringes
LABORER (Crawford, Dent, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties)		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62
LABORER (Franklin County)		
GROUP 1.....	\$ 35.44	15.62
GROUP 2.....	\$ 36.04	15.62

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks

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

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

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LAB00955-012 05/01/2023

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

#### LABORERS CLASSIFICATIONS

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

GROUP 2 - Skilled laborers - Vibrator man; asphalt raker; head pipe layer on sewer work; batterboard man on pipe and ditch work; cliff scalers working from bosun's chairs; scaffolds or platforms on dams or power plants over 10 ft. high; air tool operator over 65 lbs.; stringline man on concrete paving; sandblast man; laser beam man; wagon drill; churn drill; air track drill and all other similar type drills, gunite nozzle man; pressure grout man; screed man on asphalt; concrete saw 15 h.p. and over; grade

checker; strigline man on electronic grade control; manhole builder; dynamite man; powder man; welder; tunnel man; waterblaster - 1000 psi or over; asbestos and/or hazardous waste removal and/or disposal

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LAB01104-005 05/01/2023

Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron, Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds, Ripley, Scott, St Francois, Ste Genevieve, Stoddard and Wayne Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.98	15.62
GROUP 2.....	\$ 32.98	15.62

LABORERS CLASSIFICATIONS

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

operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

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

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PAIN0002-002 09/01/2007

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

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

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PAIN0002-006 04/01/2023

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

Rates	Fringes
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Painters:

Bridges, Dams, Locks or Powerhouses.....	\$ 28.49	15.03
Brush and Roll; Taping, Paperhanging.....	\$ 26.49	15.03
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement.....	\$ 27.49	15.03
Spray; Structural Steel (over 50 feet).....	\$ 27.49	15.03
Tapers using Ames or Comparable Tools.....	\$ 27.24	15.03

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PAIN003-004 04/01/2019

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

	Rates	Fringes
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Painters:

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 33.41	17.76
Brush & Roller.....	\$ 30.54	17.76
Drywall.....	\$ 31.74	17.76
Paper Hanger.....	\$ 31.04	17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...	\$ 32.41	17.76
Steeplejack.....	\$ 36.98	17.76

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PAIN003-011 04/01/2019

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

	Rates	Fringes
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Painters:

Bridgeman; Lead Abatement; Sandblast; Storage Bin & Tanks.....	\$ 26.73	17.76
Brush & Roller.....	\$ 24.43	17.76

Drywall.....	\$ 25.39	17.76
Paper Hanger.....	\$ 24.83	17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...	\$ 26.35	17.76
Steeplejack.....	\$ 29.58	17.76

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PAIN1185-008 04/01/2024

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

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 32.25	16.86
Floor Work.....	\$ 33.25	16.86
Lead Abatement.....	\$ 33.25	16.86
Spray.....	\$ 33.25	16.86
Structural Steel, Sandblasting and All Tank Work.....	\$ 34.25	16.86
Taping, Paperhanging.....	\$ 33.25	16.86

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PAIN1292-002 09/01/2022

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,  
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,  
RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 31.58	15.36

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

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PAIN1292-003 09/01/2022

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

COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 33.93	15.36
Brush & Roller.....	\$ 29.58	15.36
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 31.58	15.36

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

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PAIN2012-001 04/01/2023

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

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

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\* PAIN2015-001 04/01/2012

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

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

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PLAS0518-006 03/01/2023

BARRY, BARTON, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE,

HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK,  
POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, AND WRIGHT  
COUNTIES

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 26.57	12.43

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PLAS0518-007 04/01/2024

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

	Rates	Fringes
Cement Masons:.....	\$ 37.61	18.71

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PLAS0518-011 04/01/2023

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 36.03	20.50

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PLAS0527-001 04/01/2023

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

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PLAS0527-004 06/01/2023

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

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

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PLAS0908-001 05/01/2023

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

	Rates	Fringes
CEMENT MASON.....	\$ 32.30	18.38

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PLAS0908-005 05/01/2023

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

	Rates	Fringes
CEMENT MASON.....	\$ 32.30	18.38

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PLUM0008-003 06/01/2023

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 54.28	23.79

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PLUM0008-017 06/01/2023

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

	Rates	Fringes
Plumbers.....	\$ 54.28	23.79

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PLUM0045-003 08/01/2023

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 44.35	26.05

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PLUM0178-003 11/01/2023

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 37.15	15.42

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PLUM0178-006 11/01/2022

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects \$750,000 & under...	\$ 32.78	15.32
Projects over \$750,000.....	\$ 35.75	15.32

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PLUM0533-004 06/01/2023

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

	Rates	Fringes
Pipefitters.....	\$ 53.56	24.70

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PLUM0562-004 07/01/2023

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAMDEN, CAPE  
GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD,  
DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL,  
IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON,  
MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU,  
MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT,  
PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH,  
REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE. GENEVIEVE, ST.  
LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD,  
SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES.

	Rates	Fringes
Plumbers and Pipefitters		

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

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PLUM0562-016 07/01/2023

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

	Rates	Fringes
Plumbers		
Mechanical Contracts including all piping and temperature control work \$7.0 million & under.....\$ 46.66		21.99
Mechanical Contracts including all piping and temperature control work over \$7.0 million.....\$ 46.66		21.99

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TEAM0013-001 05/01/2023

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....\$ 33.04		15.15
GROUP 2.....\$ 33.19		15.15
GROUP 3.....\$ 33.31		15.15
GROUP 4.....\$ 33.20		15.15

Truck drivers (AUDRAIN,  
BOLLINGER, BOONE, CALLAWAY,  
CAPE GIRARDEAU, CARTER, COLE,  
CRAWFORD, DENT, GASCONADE,  
IRON, MACON, MADISON, MARIES,  
MARION, MILLER, MISSISSIPPI,  
MONROE, MONTGOMERY, NEW  
MADRID, OSAGE, PEMISCOT,  
PERRY, PHELPS, PIKE, PULASKI,

RALLS, REYNOLDS, ST.  
FRANCOIS, STE. GENEVIEVE,  
SCOTT, SHANNON, SHELBY,  
STODDARD, TEXAS, WASHINGTON  
AND WAYNE COUNTIES)

GROUP 1.....	\$ 33.77	15.05
GROUP 2.....	\$ 33.93	15.05
GROUP 3.....	\$ 33.92	15.05
GROUP 4.....	\$ 34.04	15.05

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

GROUP 1.....	\$ 36.13	15.15
GROUP 2.....	\$ 36.24	15.15
GROUP 3.....	\$ 36.28	15.15
GROUP 4.....	\$ 36.35	15.15

Truck drivers (LINCOLN and  
WARREN COUNTIES)

GROUP 1.....	\$ 34.78	15.15
GROUP 2.....	\$ 34.89	15.15
GROUP 3.....	\$ 35.93	15.15
GROUP 4.....	\$ 35.00	15.15

#### TRUCK DRIVERS CLASSIFICATIONS:

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

GROUP 2: Agitator and Transit Mix Trucks

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

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

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TEAM0056-001 05/01/2020

Rates

Fringes

Truck drivers (ANDREW,  
BARTON, BATES, BENTON,  
CALDWELL, CAMDEN, CARROLL,  
CEDAR, CHARITON, CHRISTIAN,



CLINTON, COOPER, DADE,  
DALLAS, DAVIESS, DEKALB,  
DOUGLAS, GREENE, HENRY,  
HICKORY, HOWARD, JASPER,  
LACLEDE, LAWRENCE, LINN,  
LIVINGSTON, MONITEAU, MORGAN,  
NEWTON, PETTIS, POLK,  
RANDOLPH, ST. CLAIR, SALINE,  
VERNON, WEBSTER AND WRIGHT  
COUNTIES)

GROUP 1.....	\$ 31.37	14.25
GROUP 2.....	\$ 31.53	14.25
GROUP 3.....	\$ 31.52	14.25
GROUP 4.....	\$ 31.64	14.25

Truck drivers: (ATCHISON,  
BARRY, GENTRY, GRUNDY,  
HARRISON, HOLT, MCDONALD,  
MERCER, NODAWAY, OZARK,  
STONE, SULLIVAN, TANEY AND  
WORTH COUNTIES)

GROUP 1.....	\$ 30.64	14.25
GROUP 2.....	\$ 30.80	14.25
GROUP 3.....	\$ 30.79	14.25
GROUP 4.....	\$ 30.91	14.25

Truck drivers; (BUCHANAN,  
JOHNSON AND LAFAYETTE  
COUNTIES)

GROUP 1.....	\$ 32.58	14.25
GROUP 2.....	\$ 32.69	14.25
GROUP 3.....	\$ 32.73	14.25
GROUP 4.....	\$ 32.80	14.25

#### TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Agitator and transit mix-trucks.

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

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

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TEAM0245-001 03/26/2012

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

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

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

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TEAM0541-001 04/01/2023

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 35.31	17.55
GROUP 2.....	\$ 34.74	17.55
GROUP 3.....	\$ 34.22	17.55

#### TRUCK DRIVERS CLASSIFICATIONS

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

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

GROUP 3: Oilers and Greasers - Field

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TEAM0682-002 05/01/2023

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 34.37	8.44+a+b+c+d
GROUP 2.....	\$ 34.37	8.44+a+b+c+d
GROUP 3.....	\$ 34.37	8.44+a+b+c+d

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

FOOTNOTE FOR TRUCK DRIVERS:

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

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

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

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

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

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

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

## Union Rate Identifiers

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

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

## Survey Rate Identifiers

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

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

## Union Average Rate Identifiers

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

determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

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

#### State Adopted Rate Identifiers

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

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#### WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

Washington, DC 20210

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

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

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

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

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

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

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END OF GENERAL DECISION"

# **Environmental and Cultural Permits and Clearances Section**



This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.

Date Completed: 03/27/2025  
Completed By: Kerry Stoneking

## Request for Environmental Review Form#:2024-09-00115

☐ Alternative Project Delivery Method (such as Design/Build)

### Project Information

Prefix:	TAP	Project Number:	7303620	Bridge Number:	
District:	St. Louis	County:		Sponsor:	MoDOT
				Sponsor Email:	Anthony.Montero@
TIP Number:	7153-24	Rte/Street:	Augusta Sidewalk Improvement Phase 2		
MoDOT Job Number:		TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	Unknown
Location/Stream Crossing :	GREEN, WALNUT, PERRY, CHESTNUT				
TMS Project Description - termini (no stations):	SIDEWALKS ON GREEN- LOCUST-WALNUT; WALNUT - JACKSON-PERRY; PERRY - LOCUST-CHESTNUT & CHESTNUT - JACKSON-PERRY				
Describe RER project improvements in full detail:	The project will provide new ADA compliant concrete sidewalks and curb ramps throughout the Town Square of Augusta. This project will also provide sidewalk, driveway and approach reconstruction along the project path to ensure sidewalks are brought into ADA compliance. Lastly, the project will include re-figured intersections with continental striped crosswalks to further promote pedestrian safety.				
District Liaison:	Anthony Montero - 314-453-1844			Contact:	None selected
Email:	Anthony.Montero@modot.mo.gov			Email:	
Contact:	None selected			Contact:	None selected
Email:				Email:	
Date Desired:	10/29/2023			Submit Date:	09/29/2023

Desired A-Date:

Responsible Individual: brad brueggemann - (9/29/2023 8:48:05 AM) Submitted By: - (9/29/2023 12:00:00 AM)

#### Existing Condition

ADT:	Speed Limit:
Number of Travel Lanes:	Lane Width:
Shoulder Width:	Curb and Gutter: Choose One...
Bridge width, measured from gutterline to gutterline:	Sidewalks: Choose One...

#### Proposed Design Improvement

ADT:	Speed Limit:	Design Speed:
Number of Travel Lanes:		Lane Width:
Shoulder Width:		Curb and Gutter: Choose One...
Bridge width, measured from gutterline to gutterline:		Sidewalks: Choose One...
Bridge Length:		Roadway length:
Railroad Crossing Choose One...		Drainage District (If Applicable): Choose One...

Program Year:

Preliminary Engineering: 2023

Right of Way: 2024

Construction: 2024

Has the sponsor documented that the project has:  
1. Independent utility,  
2. Logical termini, and  
3. Does not restrict consideration of alternatives for other reasonably foreseeable transportation improvements?:

☐ Project breakout from previous or larger project? *If checked explain:*

### Acres - From all sources (e.g. donated from public or private entities):

**Additional R/W (acres):** .014      **Temp Easement (acres):** .112      **Permanent Easement (acres):** 0

ROW may be needed, but, not yet determined? Yes

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

### Land Disturbance:

Will project involve 1 acre or more: No      **Acres of Tree Clearing:** 0.0 acres  
DO NOT CLEAR TREES W/O MODOT'S PRIOR WRITTEN APPROVAL.

### Number of Displacements(do not include partial takes that do not displace):

Residential: ☐ Yes ☒ No

Commercial: ☐ Yes ☒ No

No. of People:

Residences:

No. of Employees:

Businesses:

### Any Public Involvement planned or completed:

All public meetings were held when drafting the comprehensive plan. Six public meetings were held from September of 2010 thru June 2011.

### Average Daily Traffic:

ADT Construction Year: n/a

ADT Design Year: n/a

### Traffic Impacts:

Road Closure Planned: ☐ Yes ☒ No

Bridge Closure Planned: ☐ Yes ☒ No

Days/Months Closed:

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

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

Detour Info: Only Minor daytime lane closures anticipated during acitive construction operations.

### Bicycle / Pedestrian Consideration

Pedestrian facilities considered: Yes

Bicycle facilities considered: No

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

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

*If checked, give details:*

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

☐ Yes ☒ No

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

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

**Parkland:** Augusta Park is located within the project limits. Access to the park will be maintained throughout the project.

**Wetland/404 Permit:** No wetlands within the project limits

**Land Disturbance / Stormwater:** Less than 1 acer of land disturbance expected. No streams will be affected.

**Farmland:** No farmland will be impacted.

**Threatened & Endangered Species:** Threatened/endangered species are not expected to be impacted. No tree removal is anticipated.

**Migratory Birds:** Are there birds nesting on the structure?

**Hazardous Waste:** No potential sites were identified.

**Cultural Resources:** A portion of the project area falls within the Walnut Street Historic District

LPA Comments:

**Project Attachments:**

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

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

Attachments:

- ✖028-SC-25 1275 nae (Section 106 SHPO Concurrence Letter).pdf
- ✖Section 106 Cover Letter.pdf
- ✖Final Section 106 Documentation.pdf
- ✖  
Review\_Compliance\_Information\_Form TAP 7303(620).pdf
- ✖Section 106 Site Exhibit, Photos, and Effects Determination.pdf
- ✖106 REVIEW Project Info Form.pdf
- ✖106 Site Photos and descriptions.pdf
- ✖Endangered species memo.pdf
- ✖Existing wall TBR.JPG
- ✖Existing wall TBR 2.JPG
- ✖5572-5576 Chestnut.JPG
- ✖5558 Walnut.JPG
- ✖5557 walnut.JPG
- ✖2659 chestnut.JPG
- ✖220 Locust.JPG
- ✖208 Ferry.JPG
- ✖198 Jackson.JPG
- ✖Augusta Historic District.png
- ✖106 REVIEW.pdf
- ✖  
modotgov.sharepoint.com\_sites\_resRERDocs\_15890-27386-780-1027-9-22-Review-Compliance-Information-Form (1).pdf
- ✖Species List\_ Missouri Ecological Services Field Office.pdf
- ✖  
Review\_Compliance\_Information\_Form.pdf
- ✖NE Consistency Letter\_ FHWA\_ FRA\_ FTA Programmatic Consultation for Transportation Projects affecting NLEB or Indiana Bat 2023-10-18.pdf
- ✖SE corner Green And Walnut.JPG
- ✖5596 walnut.JPG
- ✖5595 walnut.JPG
- ✖5593 Chestnut.JPG

✕5589 Walnut.JPG

✕5577 Walnut.JPG

✕5573 Walnut.JPG

✕5567 Walnut.JPG

✕237 Ferry.JPG

✕235 Green.JPG

✕  
[project\\_report\\_augusta\\_sidewalk\\_project\\_ph\\_63365\\_64821.pdf](#)

✕AUGUSTA SIDEWALK  
IMP. PHASE 2 - PRELIM  
SET.pdf

**Required information to be attached for each RER stage:**

- Location map (county map, topographic map or aerial map) showing the project limits
- plan sheets
- KMZ files showing tree clearing limits and/or plans
- permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 Project Information Form for review, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)

## RER Environmental Screenings

### ►Farmland Impact

Status: N/A

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

Environmental Response: The project is outside a designated urban area and requires new ROW and easements. However, the project is located in a built-up area associated with the City of Augusta. There is a high density of structures in the vicinity of the project as well as land uses and services typical of urban areas. Therefore, the project is not subject to the Farmland Protection Policy Act.

LPA Action: None

**Attachments:**

☒ Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 10/2/2023 9:34:36 AM

### ►Floodplain/Regulatory Floodway

Status: N/A

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

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

LPA Action: None

**Attachments:**

✕  
[FIRMETTE\\_7303620.PNG](#)

☒ Floodplain/Regulatory Floodway Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 10/2/2023 9:44:36 AM

### ►Land Disturbance / Stormwater

Status: N/A

Status Information: ☒ N/A ☐ Possible Issues Noted Clearance Date:

Environmental Response: If the project is in a regulated MS4 area, adhere to the MS4 requirements as defined in the MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system. Any project with land disturbance of 1-acre or more requires a NPDES land disturbance permit from MDNR.

LPA Action: If the project will disturb 1-acre or more of land, obtain a NPDES land disturbance permit from DNR. The LPA must also implement best management practices in accordance with that permit and the Clean Water Act.

**Attachments:**

☒ Land Disturbance / Stormwater Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 10/2/2023 9:48:13 AM

## FEMA/SEMA Buyout

Status: N/A

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

Environmental Response: According to the ArcMap GIS FEMA buyout layer, there are no flood buyout properties in the vicinity of the project. The project will not result in development on any FEMA buyout properties.

LPA Action: None

### Attachments:

☒ FEMA/SEMA Buyout Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 10/2/2023 9:48:44 AM

## Socioeconomic Impact

Status: N/A

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

Environmental Response: The project requires new right of way and temporary easements that are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The project does not require commercial or residential displacements. Road closures and detours will not be necessary during construction. Only Minor daytime lane closures anticipated during active construction operations. All public meetings were held when drafting the comprehensive plan. Six public meetings were held from September of 2010 thru June 2011. Based on a review of EJSscreen, the project will not disproportionately impact EJ communities, including low-income populations (20%), minority population (0%), or limited English proficiency (LEP) populations (0%). There are no significant socioeconomic impacts associated with this project. Impacts will be temporary and limited to traffic disruptions, construction noise, and fugitive dust and emissions in the area of project construction.

LPA Action: Provide documentation of any comments received, and how they were addressed. Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Provide sufficient public notice of construction work and traffic management plans consistent with MoDOT's and local public involvement policies and procedures. Ensure a traffic management control plan is implemented by the contractor during construction which should include how the public will be notified of travel disruptions.

### Attachments:

☒ Socioeconomic Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 10/2/2023 9:55:22 AM

## Threatened & Endangered Species

Status: No Effect

Status Information: ☒ No Effect ☐ Pending ☐ Cleared Clearance Date: 03/15/2024

Environmental Response: MoDOT has completed a TE review for the project (effects determination attached). The USFWS IPaC lists the following species for the project area: Gray bat, Indiana bat, northern long-eared bat, tricolored bat (proposed endangered), and decurrent false aster. There is no critical habitat near the project. The consultant had not yet received the follow-up MDC report at the time these determinations were completed. In lieu of the follow-up report, the MoDOT contractor reviewed the NHD for known occurrences of state-listed species and species of conservation concern within 1 mile of the project. An occurrence of the state-ranked wood frog was documented within this distance; impacts to this species were evaluated. The state-ranked wood frog inhabits moist and cool forested habitat in ravines and on hillsides. The project will not impact suitable habitat and will not impact the wood frog. The project will not impact any known caves or structures that could be used by bats for roosting and will require no tree clearing. The project will have No Effect on the gray bat, Indiana bat, and northern long-eared bat. The project will not jeopardize the continued existence of the proposed tricolored bat. The project is taking place in a developed area does not contain suitable floodplain or wetland habitat for the decurrent false aster. The project will have No Effect on decurrent false aster. This completes the TE requirements for the project. UPDATE 2/19/2024: The consultant submitted all T&E documentation which has been provided to MoDOT's T&E biologist for review and effects determinations. The environmental specialist will notify the consultant of the progress of the review. INITIAL: Impacts to threatened and endangered species must be assessed for this project.

LPA Action: Nothing further required.

### Attachments:

[✖TE Complete - No Effect TAP-7303\(620\) St. Charles Augusta Sidewalk Improvements.msg](#)

[✖TAP-7303\(620\)\\_MoDOT Effects Determination\\_St Charles\\_Augusta Sidewalks\\_FINAL.pdf](#)

☒ Threatened & Endangered Species Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 3/15/2024 10:46:24 AM

►Migratory Birds Status: N/A

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

Environmental Response: Based on the RER submission, no structures are being impacted by the project. Therefore, there are no conflicts or concerns regarding the Migratory Bird Treaty Act.

LPA Action: None

Attachments:

☒ Migratory Birds Submitted - Mark submitted when this review is ready to be sent to district staff.  
Last Updated: Mark Sowers - 9/29/2023 10:40:59 AM

►Hazardous Waste Impact Status: N/A

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

Environmental Response: According to the attached DNR E-START map, there are no Hazardous Substance Investigation and Cleanup Sites and one Regulated Petroleum and Hazardous Substance Storage Tank Facilities in the vicinity of the project area. Midtown 66 is located at Locas and Ferry, Augusta, MO 63332, and is classified as "Facility Closed Prior to Implementation of 2004 Tanks RBCA." There are no hazardous waste site concerns based on this information. However, the potential to encounter hazardous wastes from sites unknown to the LPA and MoDOT should always be a consideration.

LPA Action: If there is any hydroblasting, grooving, milling or diamond grinding related to the project, residue and associated water must be prevented from being released to waterways or adjacent wetlands. Any hazardous waste sites that are found during project construction will be addressed by the LPA sponsor in accordance with Federal and State Laws and Regulations. If any hazardous waste concerns arise, notify MoDOT's environmental specialist as soon as possible.

Attachments:

✖EStart\_7303620.PNG

☒ Hazardous Waste Impact Submitted - Mark submitted when this review is ready to be sent to district staff.  
Last Updated: Kerry Stoneking - 1/3/2024 9:37:38 AM

►Wetland Impact (Section 404/401) Status: N/A

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

Environmental Response: According to the attached USFWS National Wetlands Inventory map, and Google Earth imagery, there are no wetlands, blue line streams, lakes, ponds, or other waters of the U.S. in or around the project area. The project is not anticipated to impact wetlands or waters of the U.S.

LPA Action: None

Wetland Permit Information:	404 Permit Number	Permit Submitted	Permit Received
	Permit Expiration	Compliance Certification Sent	Compliance Certification Received

Attachments:

✖NWI\_7303620.pdf

☒ Wetland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.  
Last Updated: Kerry Stoneking - 10/2/2023 10:15:36 AM

►Noise Impact Status: N/A

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

Environmental Response: This is a Type III project and a noise analysis is not required.

LPA Action: None

Attachments:

☒ Noise Impact Submitted - Mark submitted when this review is ready to be sent to district staff.  
Last Updated: Kerry Stoneking - 10/2/2023 9:56:42 AM

➤ Cultural Resources Impact (Section 106/Historic 4f)

Status: Cleared

Section 106 Status: ☐ Pending ☒ Cleared

Section 106 SHPO

Submission Date:

Clearance Date:

03/26/2025

Project Specific Agreement Document:

☒ N/A ☐ PA ☐ MOA

Select Programmatic Agreements Used:

First Choice:

-- Select Programmatic Agreement Used --

Second Choice:

-- Select Programmatic Agreement Used --

Third Choice:

-- Select Programmatic Agreement Used --

Built Environment  
Response:

Reviewer:

Review completed for Built Environment ☐

Archaeological  
Response:

Reviewer:

Review completed for Archaeology ☐

Environmental  
Response:

UPDATE 3/26/2025: On March 24, 2025, SHPO concurred with a determination of No Adverse Effects (SHPO Project No. 028-SC-25). MoDOT notes that this finding is conditional upon the use of expansion joints when the project will abut historic resources. Consultation between the Federal Highway Administration (FHWA), the Missouri Department of Transportation, the City of Augusta, and the State Historic Preservation Office (SHPO) has determined that the proposed project will have no adverse effect upon the Walnut Street Historic District, which has been listed in the National Register of Historic Places. SHPO has been notified that concurrence with the determinations of "no historic properties adversely affected" will be used by FHWA in applying the de minimis impact criteria for Historic Sites in compliance with Section 4(f) (49 U.S.C. 303). Based upon the minimal use by the project the Walnut Street Historic District, FHWA has determined that the de minimis impact criteria has been met for this historic property. UPDATE 2/7/2025: MoDOT has provided additional comments. Please revise and resubmit. UPDATE 1/25/2024: MoDOT has emailed comments on the draft RCIF. Our review will continue once we receive a revised form and necessary attachments. Initial Response: The project requires a Section 106 Review in consultation with MoDOT, St. Charles County, and the State Historic Preservation Officer (SHPO) for identifying potential cultural resources that may be impacted by the project.

LPA Action:

UPDATE 3/26/2025: COMMITMENT: The project must include a JSP for expansion joints adjacent to historic buildings and structures. A template for the JSP has been provided to the LPA's consultant and must be carried forward with the project plans. Be advised that if changes are made to the project (including but not limited to the addition of new right of way or easements, or the changing of the scope) the project will need to be reevaluated and additional clearances may be required. Initial Response: Upload a completed draft of the attached Review and Compliance Information Form, including associated documentation, to the RER for review and comment by MoDOT's Historic Preservation staff. The environmental specialist will relay any comments for inclusion into the documentation. Once documentation is revised, if necessary, upload it to the RER as "Final Section 106 Documentation". The LPA sponsor may then submit it to the SHPO. Upload the SHPO response once received. If there are any buildings, structures, or landscape features (such as fences, walls, etc.) 45 years of age or older located within 50 ft of any new right of way or permanent easements, or within 50 ft of any temporary easements associated with sidewalk construction, please also include photographs of these resources, and all resources located on the associated parcel, in your submission to SHPO. The submission must include photographs of all adjacent properties within the Walnut Street Historic District and an assessment of effects to these properties and to the district as a whole. Please be sure to address any landscape/streetscape features that may be impacted. If work will occur adjacent to any historic buildings/structures, expansion joints must be specified to avoid effects. The following information should be included in the appropriate sections of the RCIF regarding archaeological resources: The project will include construction of new ADA compliant concrete sidewalks and curb ramps throughout the Town Square of Augusta, Missouri. The project is anticipated to require 0.014 acre of new right-of-way (ROW), 0.112 acre of temporary easements, and no permanent easements. Additional ROW is expected to be needed. No tree clearing is anticipated. The proposed project appears to be largely within previously disturbed land and there are also no previously recorded archaeological sites within or adjacent to the proposed project area. Therefore, no archaeological survey is recommended for the project.

Attachments:

✖ St. Charles\_Chestnut  
St\_TAP-7303(620)\_Section



106\_Admin\_Doc.pdf

✖780-1027 (9-22) Review  
Compliance Information  
Form.pdf

✖inst\_rci\_form.pdf

☒ Adverse Effect or Conditional No Adverse Effect

☒ Based on the review of the project location and description noted above, there are no identified historic 4(f) resources affected that would preclude the setting of an A-date.

Checked by:

Elizabeth Gallow

on

03/26/2025

de minimis



Approved on:

03/24/2025

☒ Cultural Resources Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Alyssa Reynolds - 3/26/2025 3:10:03 PM*

### Public Land Impact (Section 4f/6f)

Status: N/A

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

Environmental Response: According to Google Earth imagery and ArcMap GIS public lands layers, there are no Section 4(f) or Section 6(f) resources in the vicinity of the project area. The project will not result in a use to any Section 4(f) properties and no conversion of any Section 6(f) lands.

LPA Action: None

#### Attachments:

☒ Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by: Kerry Stoneking

on

10/02/2023

☒ Public Land Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Kerry Stoneking - 10/2/2023 10:20:43 AM*

### Other

Status: N/A

Status Information: ☒ N/A ☐ Pending ☐ Cleared Clearance Date:

Environmental Response: There are no additional resource impacts associated with this project.

LPA Action: None

#### Attachments:

☒ Other Screening Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Kerry Stoneking - 10/2/2023 10:22:18 AM*

NEPA Classification

Status: Cleared

NEPA Right-Of-Way Permission:

Can Proceed to Buy R/W

as determined or approved by:

KYLE.GRAYSON@MODOT.MO.GOV

NEPA Approval/Proceed to A-date Request:

03/27/2025

Re-evaluation Date:

NEPA Classification:

PCE

This project qualifies for the programmatic categorical exclusion under Item#:

15

All Environmental Issues Cleared:

03/27/2025

Commitments and/or Comments to Sponsor:

If there are any changes in the scope of the project, the Environmental Section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws.

Attachments:


✖NEPA Concurrence RER#2024-09-00115 SL 7303620 ST. CHARLES.msg

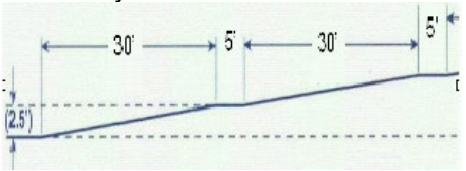
Last Submitted: 03/27/2025 by Kerry Stoneking

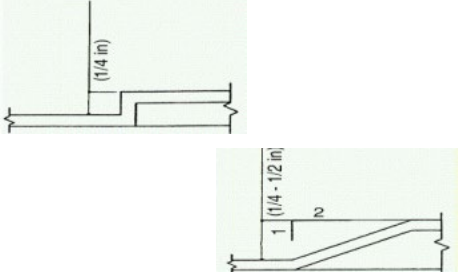

# ADA CHECKLIST

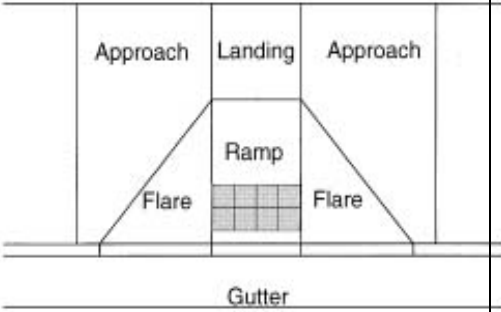
Revised April 22, 2015

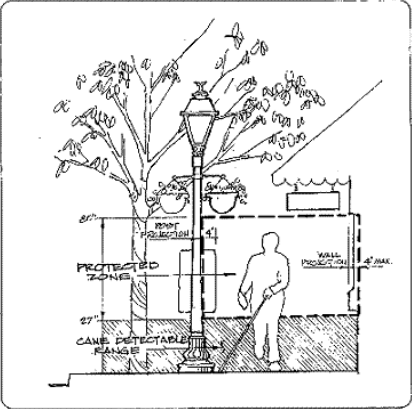
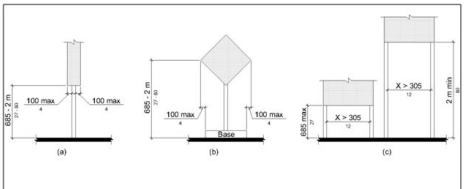

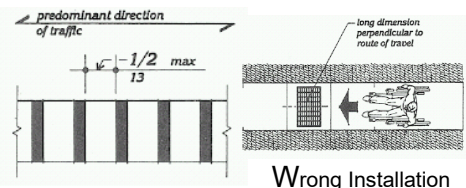
Job No. TAP-7303(620) Route Chestnut St., Walnut St., Locust St., Green St., Ferry St. County St. Charles Location Augusta, MO

Pedestrian Access Route (PROWAG R204)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>Sidewalk Width</p> 	<ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb.</li> <li>The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space.</li> <li>MoDOT Sidewalks shall be 5 feet wide minimum. <sup>2</sup></li> <li>MoDOT Sidewalks located within 2 feet of the back of curb are to be constructed 6 feet wide minimum and constructed adjacent to the back of the curb. <sup>2</sup></li> <li>Exception: an unaltered, existing sidewalk shall be 3 feet wide minimum and shall provide 5 foot x 5 foot passing spaces at intervals of 200 feet maximum. <sup>2</sup></li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
<p>Passing Spaces</p>	<ul style="list-style-type: none"> <li>Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum.</li> <li>Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet.</li> </ul>			
<p>Sidewalk Running Slope</p> <p>The grade that is parallel to the direction of travel, expressed as a ratio of rise to run or as a percent.</p>	<ul style="list-style-type: none"> <li>The running slope of a pedestrian access route shall be 5 percent maximum.</li> </ul> <p><b>Roadway Grade Exception:</b> Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway.</p> <ul style="list-style-type: none"> <li>Running Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Sidewalk Cross Slope</b> The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade.</p>	<ul style="list-style-type: none"> <li>• The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>• 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent).</li> <li>• In either case, a cross slope measurement of 2.1percent or greater is not ADA compliant.</li> <li>• Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			
<p><b>Sidewalk Ramps</b> For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5' x 5' landing after every 30' of run.</p> 	<ul style="list-style-type: none"> <li>• A sidewalk segment (not contained within a street or highway border) with a running grade in excess of 5 percent but less than 8.33 percent is by definition a sidewalk ramp.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• Cross slope of ramp runs shall be 2 percent maximum.</li> <li>• The rise for any ramp run shall be 30 inches maximum.</li> <li>• Ramps shall have landings at the top and the bottom of each ramp run.</li> <li>• Ramp runs with a rise greater than 6 inches shall have handrails.</li> <li>• Handrails shall be provided on both sides of stairs and ramps.</li> <li>• Edge protection shall be provided on each side of ramp runs.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			


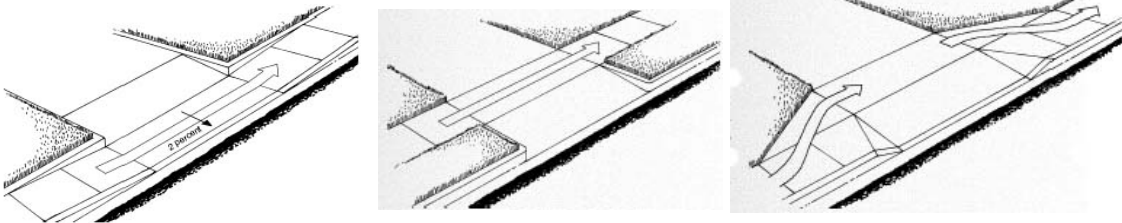
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>Vertical Alignment</p>	<ul style="list-style-type: none"> <li>• Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route.</li> <li>• Grade breaks shall be flush.</li> <li>• Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> <li>• Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail.</li> </ul>			
<p>Changes in Level</p>  	<ul style="list-style-type: none"> <li>• Changes in level at grade breaks shall be flush.</li> <li>• Changes in level of ¼ inch high maximum shall be permitted to be vertical.</li> <li>• Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h.</li> <li>• The bevel shall be applied across the entire level change.</li> <li>• Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p><b>Landing</b> A required level space required at both ends of a ramp. An area 5' x 5' with no slope greater than 2 percent. This space can be used as a place to rest, turn or pass another user.</p> <p>Landings that are contained within a street or highway border are permitted to use the Roadway Grade Exception for running slopes or cross slopes in the direction of the roadway travel being matched.</p>  <p>The diagram illustrates a cross-section of a pedestrian access route. It shows a central 'Landing' area flanked by 'Approach' areas. A 'Ramp' is shown within the landing area, with 'Flare' areas on either side. Below the landing area is a 'Gutter'.</p>	<ul style="list-style-type: none"> <li>• The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum.</li> <li>• The landing clear length shall be 5 feet long minimum.</li> <li>• Landing slopes shall be 2 percent maximum.</li> <li>• Changes in level at grade breaks shall be flush.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul> <p><b><u>Roadway Grade Exception:</u></b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>• Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.</li> </ul>			

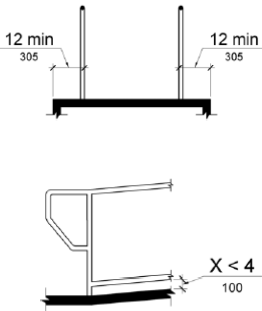
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 	<ul style="list-style-type: none"> <li>Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes.</li> <li>Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path.</li> <li>Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3)</li> <li>Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground.</li> <li>Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground.</li> <li>Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground.</li> </ul>			
  <p>Wrong Installation</p>	<ul style="list-style-type: none"> <li>Openings in floor and ground surfaces shall not allow passage of a sphere more than 1/2 inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Lift holes for manhole/utility covers shall not have an opening greater than 1/2 inch. Plugging of holes greater than 1/2 inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements.</li> </ul>			



### ENTRANCES (PROWAG R301)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum.</li> <li>Cross slope shall be 2 percent maximum.</li> <li>Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition. <sup>2</sup></li> </ul> 			


### EDGE PROTECTION (PROWAG R406.8)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>Edge protection shall be provided on each side of ramp runs and at each side of ramp landings.</li> <li>A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface.</li> <li>Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail.</li> <li>Edge protection shall not be required on curb ramps and their landings.</li> <li>Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10.</li> <li>Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area.</li> </ul>			

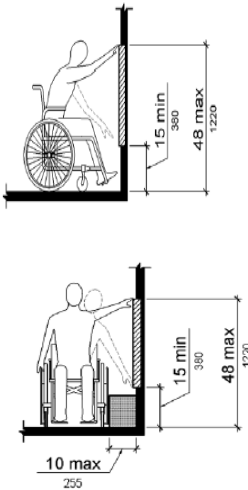
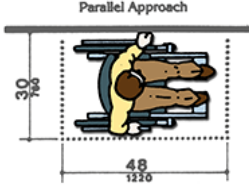
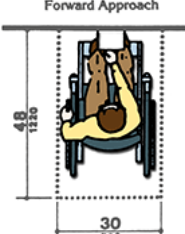


HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)				
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>The clear width of walking surfaces shall be 4.0 feet minimum.</li> <li>Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps.</li> <li>Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.</li> <li>Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.</li> <li>Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum.</li> <li>Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum.</li> <li>Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum.</li> <li>Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.</li> <li>Handrails shall not rotate within their fittings.</li> <li>Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.</li> <li>At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.</li> <li>At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.</li> <li>See Edge Protection section above (also PROWAG 406.8) for additional details.</li> </ul>			

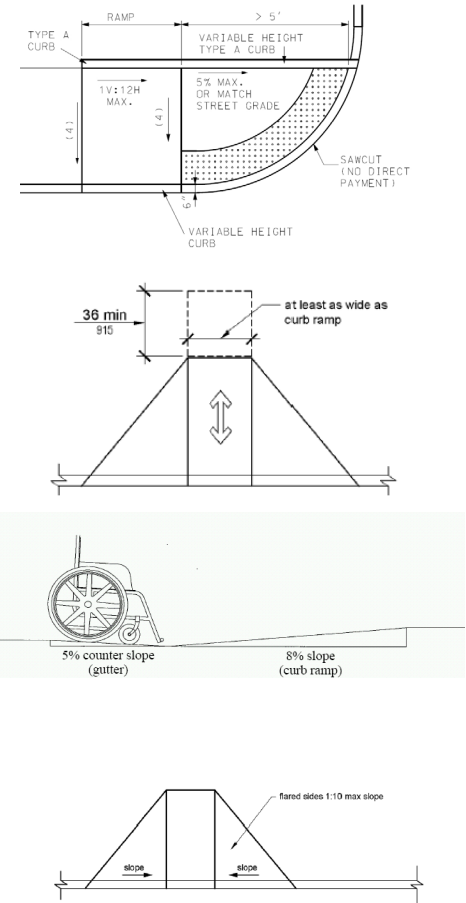
## STAIRWAYS (PROWAG R407)

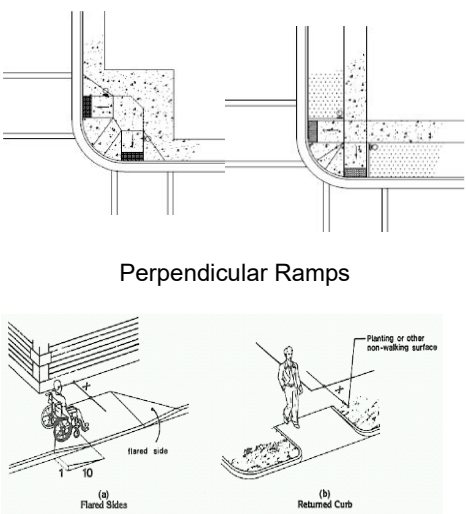
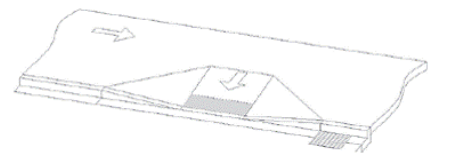
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum.</li> <li>Open risers are not permitted.</li> <li>The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below.</li> <li>Stairs shall have handrails complying with PROWAG 2005 R408.</li> </ul>			

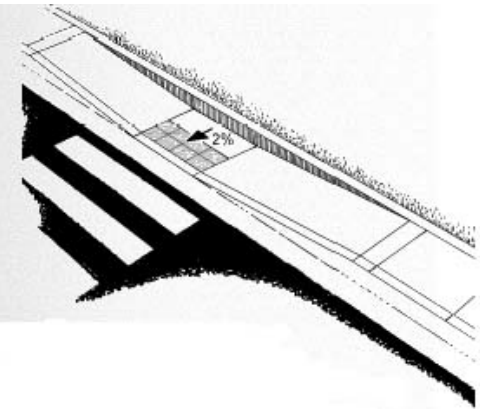
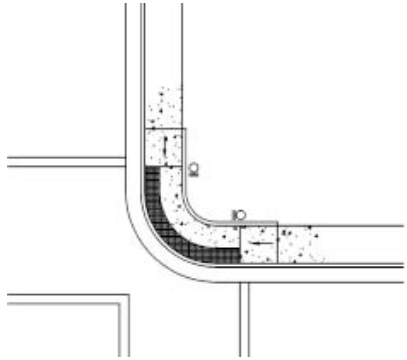
## UNOBSTRUCTED REACH RANGES (PROWAG R404)


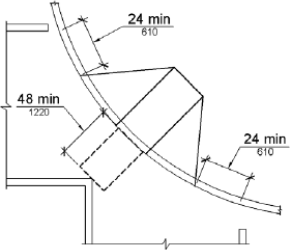
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<p><b>Forward Reach</b></p> <ul style="list-style-type: none"> <li>Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground.</li> </ul> <p><b>Side Reach</b></p> <ul style="list-style-type: none"> <li>Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground.</li> <li><b>EXCEPTION:</b> An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3)</li> </ul> <div style="display: flex; justify-content: space-around; align-items: center;"> <div style="text-align: center;"> <p>Parallel Approach</p>  </div> <div style="text-align: center;"> <p>Forward Approach</p>  </div> </div>			

# CURB RAMPS (PROWAG R303)

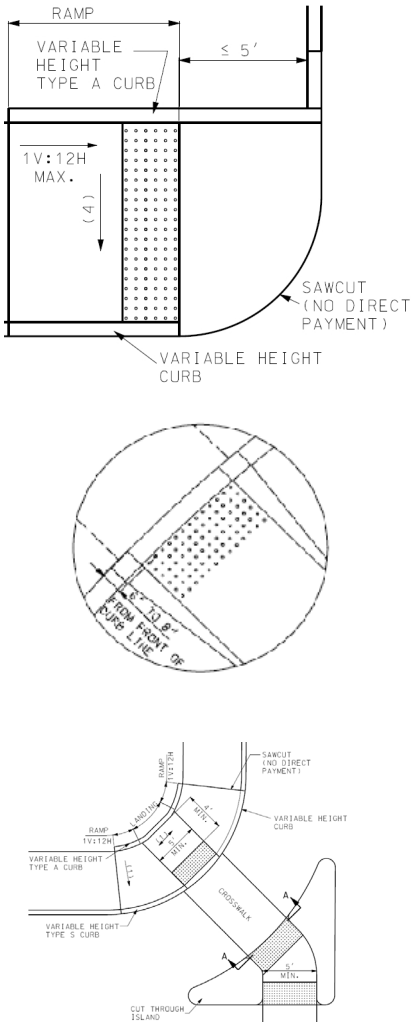
Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>A curb ramp, blended transition, or a combination of curb ramps and blended transitions shall connect the pedestrian access routes at each pedestrian street crossing.</p>  <p><b>15 Foot Rule:</b> For a compliant curb ramp to exceed 8.33 percent running grade, its constructed length must exceed 15.0 feet.</p>	<ul style="list-style-type: none"> <li>The clear width of ramps, excluding the flares, shall be 4.0 feet minimum.</li> <li>Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> </ul> <p><b>Exception: 15 Foot Rule:</b> The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length.</p> <ul style="list-style-type: none"> <li>Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>Ramps shall have landings at the top and the bottom of each ramp run. <ul style="list-style-type: none"> <li>The landing clear width shall be at least as wide as the widest ramp run leading to the landing.</li> <li>The landing clear length shall be 5.0 feet long minimum.</li> <li>Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.</li> </ul> </li> <li>Handrails and Edge protection shall not be required on curb ramps and their landings.</li> <li>Curb height = 0 inches within curb ramp spaces. 2</li> <li>Curb ramps must be flush with street.</li> <li>The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5)</li> <li>The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.</li> <li>Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp. <ul style="list-style-type: none"> <li>In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12.</li> </ul> </li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 <p>Perpendicular Ramps</p> <p>Flared Sides in Pathway    Flared Sides Not in Pathway</p> <p><b>Roadway Grade Exception:</b> Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.</p> 	<ul style="list-style-type: none"> <li>Perpendicular curb <b>ramps</b> shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles.</li> <li>The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> <li>The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> <li>The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> </ul> <p><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space.</li> <li>Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.</li> <li>If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.)</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.</li> </ul>			

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 <p>Curb Ramps and landings that are contained within a street or highway border may use the Roadway Grade Exception for slopes or cross slopes in the direction of the roadway travel being matched.</p>	<ul style="list-style-type: none"> <li>• <b>Parallel curb ramps</b> shall have a running slope that is in-line with the direction of sidewalk travel.</li> <li>• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</li> <li>• The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.</li> <li>• The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered)</li> </ul> <p><b>Roadway Grade Exception:</b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>• A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space.</li> <li>• Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.</li> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			
	<ul style="list-style-type: none"> <li>• <b>Blended Transitions</b> shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum.</li> <li>• The clear width blended transitions, excluding flares, shall be 4.0 feet minimum.</li> <li>• Detectable warning surfaces shall be provided where a blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route.</li> <li>• Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			


Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 	<ul style="list-style-type: none"> <li>• <b>Diagonal Curb Ramps or corner type curb ramps are no longer preferred design types. A design that provides individual ramps for each crossing direction is recommended by the US Access Board.</b></li> <li>• Diagonal Curb Ramps or corner type curb ramps with returned curbs or other well-defined edges shall have the edges parallel to the direction of pedestrian flow.</li> <li>• The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway.</li> <li>• Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings.</li> <li>• Diagonal curb ramps with flared sides shall have a segment of curb 24 inches long minimum located on each side of the curb ramp and within the marked crossing.</li> </ul> <p><b><u>Roadway Grade Exception:</u></b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> </ul>			

# **DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)**

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
<p>A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way.</p>  <p>The diagrams illustrate the placement of truncated dome warnings in different curb and ramp scenarios. The top diagram shows a ramp with a variable height Type A curb, a sawcut (no direct payment), and a variable height curb. The middle diagram shows a circular inset with a ramp, curb, and warning surface. The bottom diagram shows a cut-through island with ramps, curbs, and a warning surface.</p>	<ul style="list-style-type: none"> <li>• Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light.</li> <li>• Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street.</li> <li>• Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.</li> <li>• Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing.</li> <li>• Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb.</li> <li>• Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel.</li> <li>• Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.</li> <li>• Exception, when detectable warnings are required by a manufacturer's installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition. <sup>2</sup></li> <li>• Detectable warnings shall not be stamped into concrete.</li> </ul>			




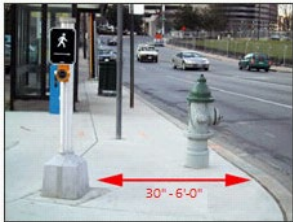



# ISLANDS AND MEDIANS (PROWAG R305.4)

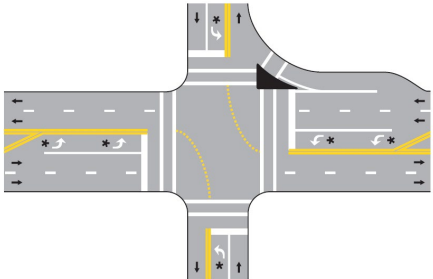

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 <p>(a) cut through at island</p> <p>(b) curb ramp at island</p>	<ul style="list-style-type: none"> <li>Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.</li> <li>Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides.</li> <li>All median island passage spaces shall provide a clear width of 5 feet minimum. <sup>2</sup></li> <li>Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel.</li> </ul> <p><b><u>Roadway Grade Exception:</u></b> The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.</p> <ul style="list-style-type: none"> <li>Each curb ramp shall have a level area 48 inches long minimum by 36 inches wide minimum at the top of the curb ramp in the part of the island intersected by the crossings.</li> <li>Each 48 inch minimum by 36 inch minimum area shall be oriented so that the 48 inch minimum length is in the direction of the running slope of the curb ramp it serves. The 48 inch minimum by 36 inch minimum areas and the accessible route shall be permitted to overlap.</li> <li>Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Medians and pedestrian refuge islands shall have detectable warnings at curb ramps and blended transitions.</li> <li>Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.</li> <li>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> </ul>			




## ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
    	<ul style="list-style-type: none"> <li>Each crosswalk with pedestrian signal indication shall have an accessible pedestrian signal which includes audible and vibrotactile indications of the WALK interval. Where a pedestrian pushbutton is provided, it shall be integrated into the accessible pedestrian signal. <b>← ON HOLD waiting for MoDOT Specs and APL</b></li> <li>Accessible pedestrian signals shall be located so that the vibrotactile feature can be contacted from the level landing serving a curb ramp, if provided, or from a clear floor or ground space that is in line with the crosswalk line adjacent to the vehicle stop line.</li> <li>Accessible pedestrian pushbuttons shall be located within a reach range complying with PROWAG 2005 R404.</li> <li>A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route.</li> </ul> <p><b><u>Roadway Grade Exception:</u></b> Clear spaces required at accessible pedestrian signals and pedestrian pushbuttons and at other accessible elements are permitted to have a running slope or cross slope consistent with the grade of the adjacent pedestrian access route.</p> <ul style="list-style-type: none"> <li>Pedestrian signals shall comply with PROWAG 2005 R306. <ul style="list-style-type: none"> <li>Pushbuttons are a minimum 2 inches across in one dimension, raised (not recessed), contrast visually with the housing or mounting, and have a maximum force of 5 pounds to activate operable parts.</li> <li>The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves.</li> <li>The location of pushbuttons for new construction are within a longitudinal distance of 5 feet maximum from the crosswalk line, and 30 inches minimum to 6 feet maximum from the curb line.</li> <li>For audible pedestrian signal devices only, pushbuttons are a minimum 10 feet apart at crossings and a minimum 5 feet apart at islands or medians. This minimum distance may be waived for audible pushbuttons in medians and islands with the use of voice commands.</li> <li>Pushbuttons are located no higher than 42 inches from the ground and within 10 inch reach from a level paved landing with minimum dimensions of 48 inches x 30 inches positioned for a parallel approach to the pushbutton. For a forward approach space (30 x 48 inches) the allowed reach range is 0 inches.</li> <li>Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.</li> </ul> </li> </ul>			

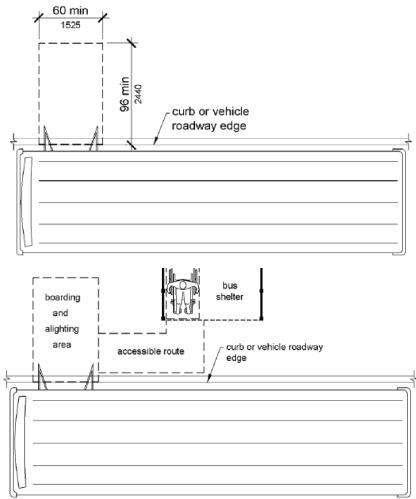
## PEDESTRIAN STREET CROSSINGS (PROWAG R305)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
 	<ul style="list-style-type: none"> <li>• Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island.</li> <li>• Marked crosswalks shall be 6 feet wide minimum.</li> <li>• The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required.</li> <li>• A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control.</li> <li>• Crossings with Stop Control: The cross slope shall be 2 percent maximum.</li> <li>• The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</li> <li>• The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk.</li> <li>• Where pedestrian signals are provided at pedestrian street crossings, they shall include accessible pedestrian signals and pedestrian pushbuttons complying with sections 4E.08 through 4E.13 of the MUTCD. Operable parts shall comply with R403. (2011 PROWAG R209.1) <b>← ON HOLD waiting for MoDOT Specs and APL</b></li> <li>• Crosswalk pavement marking is 6 inches wide white.</li> <li>• Stop bar is at minimum 4 feet from the crosswalk.</li> <li>• Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.</li> <li>• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</li> <li>• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.</li> <li>• Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane.</li> </ul>			

### ALTERNATE CIRCULATION PATH (PROWAG R302)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>• Alternate circulation paths shall contain a pedestrian access route.</li> <li>• To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route.</li> <li>• Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66.</li> <li>• Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4).</li> <li>• A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface.</li> <li>• Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface.</li> <li>• Support members shall not protrude into the alternate circulation path.</li> </ul>			

### BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)

Figures/Examples	Requirements <sup>1</sup>	YES	NO	NA
	<ul style="list-style-type: none"> <li>• Bus stop boarding and alighting areas shall have a firm, stable surface.</li> <li>• Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway.</li> <li>• Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route.</li> <li>• Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent.</li> <li>• Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter.</li> <li>• Bus shelters shall be connected by an accessible route to a boarding and alighting area.</li> </ul>			

<sup>1</sup> Any "NO" answer means that location is ADA non-compliant and needs to be corrected before final acceptance of the work, except as follows. Although exceptions listed in the above requirements may not meet MoDOT current policy standards, work that does meet the minimum ADA standards will be accepted as ADA compliant. Where it is technically infeasible to correct deficiencies as part of the current work, those locations will be labeled as non-compliant and marked "NO". These items will be added to the Transition Plan Inventory for correction at a later date. (Guidance is provided in ADA documents and in the EPG on what may be considered as technically infeasible.)

<sup>2</sup> A MoDOT requirement.

**Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.**

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

#### **US Access Board PROWAG**

**R202.3.1 Prohibited Reduction in Required Access.** An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

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

# ***SAMPLE***

## **ADA EXCEPTIONS DOCUMENTATION**

Job No. \_\_\_\_\_ Route \_\_\_\_\_ County \_\_\_\_\_ Location \_\_\_\_\_

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

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



BOARD OF TRUSTEES  
**TOWN OF AUGUSTA**

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POST OFFICE BOX 42 • AUGUSTA.  
MISSOURI 63332

Local Public Agency (LPA)  
Certification of Plans, Specifications & Estimate (PS&E)

For Federal-aid project Phase 2 Sidewalk Improvements – Chestnut Street to Locust St. [STP-7303(620)] administered by the Town of Augusta the undersigned hereby certifies the following, to the best of his or her knowledge and belief, on behalf of:

1. The undersigned is hereby certifying that the Specifications (including technical specifications and job special provisions) and Standard Plans for the above mentioned project are in full compliance with all applicable Federal and State Laws, including but not limited to 23 CFR.
2. The undersigned will also carry out this project in accordance with applicable Federal and State policies and guidelines as set forth in *Missouri's Local Public Agency Manual* found on MoDOT's website.
4. The undersigned will also enforce compliance with the above mentioned laws, regulations, policies and guidelines by its consultants, contractors, and subcontractors.
5. The undersigned is hereby certifying that above mentioned project has been developed according to: (check all that apply)

☒ Missouri Standard Specifications for Highway Construction, Current Edition

☒ Missouri Standard Plans for Highway Construction, Current Edition

☐ Other (list out all that apply):

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SIGNED:

\_\_\_\_\_  
*Signature of LPA Responsible Person in Charge*

\_\_\_\_\_  
*Date*

Randal Oaks  
*Typed Name of LPA Responsible Person in Charge*

Town of Augusta Board Chairman  
*Title of LPA Responsible Person in Charge*

## ADA COMPLIANCE CERTIFICATION

Project Name: Phase 2 Sidewalk Improvements – Chestnut Street to Locust Street

Project Sponsor: Town of Augusta, Missouri

Project Number: TAP-7303(620)

As the engineer for record, I hereby certify that the final plans for the above-mentioned project have been designed in compliance to the Americans with Disabilities Act to the extent feasible.

This includes, but is not limited to:

- ☐ ADA compliant curb ramps are properly designed and include necessary landing areas
- ☐ All cross slopes are constructed at not more than 2%
- ☐ Properly placed truncated domes are provided as required
- ☐ Traffic Control Plans are included for all pedestrian routes

Please include on attached sheet(s) a description and justification for any areas that you were not able to design ADA Compliant. Please sign and seal any attached sheet(s), and include the date and project number.

Consultant Company: M-Engineering, LLC dba Cochran

Engineer of Record: Michael L. Hackmeister  
Print Name

Engineer of Record: \_\_\_\_\_  
Signature

Date: 05/29/2025





CONTACT INFORMATION

OWNER	CONSULTANT
TOWN OF AUGUSTA	COCHRAN
REPRESENTATIVE: RANDAL OAKS, TOWN BOARD PRESIDENT	REPRESENTATIVE: MIKE HACKMEISTER, P.E.
ADDRESS: P.O. BOX 42	ADDRESS: 8 EAST MAIN STREET; WENTZVILLE, MO 63385
PHONE: (636) 228-4689	PHONE: (636) 332-4574
SEWER	WATER
PUBLIC WATER SUPPLY DISTRICT #2	PUBLIC WATER SUPPLY DISTRICT #2
REPRESENTATIVE: CHUCK KRAKOSKY	REPRESENTATIVE: CHUCK KRAKOSKY
ADDRESS: 100 WATER DRIVE, OFALLON, MISSOURI 63366	ADDRESS: 100 WATER DRIVE, OFALLON, MISSOURI 63366
PHONE: (636) 561-3737	PHONE: (636) 561-3737
TELEPHONE	GAS
BRIGHTSPEED	SPIRE
REPRESENTATIVE: TIM HOWE	REPRESENTATIVE: NICK EGGERT
ADDRESS: 111 TRADE CENTER DRIVE; ST. PETERS, MO 63376	ADDRESS: 700 MARKET STREET; ST. LOUIS, MO 63101
PHONE: (636) 376-1789	PHONE: (314) 330-5720
ELECTRIC	ELECTRIC
CUIVRE RIVER ELECTRIC	AMEREN
REPRESENTATIVE: DAN SCHNEIDER	REPRESENTATIVE: DAN GIESSMANN
ADDRESS: 8757 HWY. N, LAKE ST. LOUIS, MISSOURI 63367	ADDRESS: 200 N. CALLAHAN RD; WENTZVILLE, MO 63385
PHONE: (636) 635-4741	PHONE: (636) 639-8336

PROJECT INFORMATION

TOWN OF AUGUSTA, MISSOURI QUADRANGLE/YEAR: AUGUSTA, 1948 TOWNSHIP: 44N RANGE: 1E SECTION: 14	TOTAL PROJECT LENGTH: 1,945 FEET, MORE OR LESS
--	--

VICINITY MAP  
NO SCALE

SIDEWALK  
IMPROVEMENTS  
(CHESTNUT STREET TO LOCUST STREET)  
TAP-7303(620)  
AUGUSTA, MISSOURI

TOWN OF AUGUSTA  
P.O. BOX 42  
AUGUSTA, MO 63365  
TELEPHONE (636) 228-4689

	CURRENT ADT	PROJECTED ADT
CHESTNUT STREET	N/A	NO CHANGE
WALNUT STREET	N/A	NO CHANGE
LOCUST STREET	N/A	NO CHANGE
GREEN STREET	N/A	NO CHANGE
FERRY STREET	N/A	NO CHANGE

	POSTED SPEED LIMIT	DESIGN SPEED LIMIT
CHESTNUT STREET	15 mph	20 mph
WALNUT STREET	15 mph	20 mph
LOCUST STREET	25 mph	30 mph
GREEN STREET	15 mph	20 mph
FERRY STREET	15 mph	20 mph

	FUNCTIONAL CLASSIFICATION
CHESTNUT STREET	LOCAL
WALNUT STREET	LOCAL
LOCUST STREET	LOCAL
GREEN STREET	LOCAL
FERRY STREET	LOCAL

• CIVIL ENGINEERING

• LAND SURVEYING

• ARCHITECTURE

• SITE DEVELOPMENT

• MASTER PLANNING

• GENERAL CONSULTING

8 EAST MAIN STREET  
WENTZVILLE, MO 63385  
TELEPHONE (636) 332-4574  
FAX (636) 327-0760  
www.cochraneng.com

COCHRAN PROJECT NO. M22-8541  
MAY, 2025

SHEET INDEX

SHEET NAME	SHEET NO.
COVER SHEET	
LEGEND AND GENERAL NOTES	LN-1
TYPICAL SECTIONS	TS-1
EXISTING CONDITIONS	EX-1 TO EX-6
SIDEWALK PLANS	PL-1 TO PL-6
WARPIING DETAILS	WD-1 TO WD-4
EROSION CONTROL PLANS	EC-1 TO EC-6
TEMPORARY TRAFFIC CONTROL PLANS	TC-1 TO TC-6
SIDEWALK AND CURB RAMP DETAILS	DE-1 TO DE-9
DRIVEWAY DETAILS	DE-10 TO DE-12
SIGN PLACEMENT DETAILS	DE-13 TO DE-14
WALL DETAILS	DE-15
PAVEMENT MARKING DETAILS	DE-16
EROSION CONTROL NOTES	DE-17
EROSION CONTROL DETAILS	DE-18
RIGHT-OF-WAY PLAN	RW-1 TO RW-7

Two working days prior to the start of any excavation on this site, contractor shall call 1-800-DIG-RITE for utility location information.

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

DATE

Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

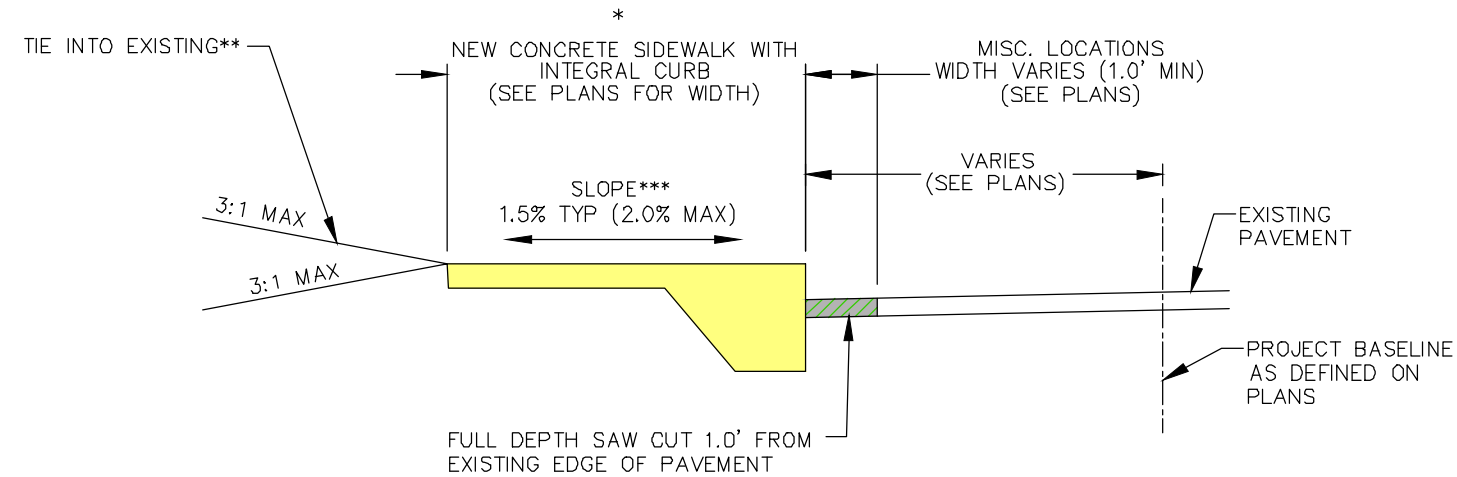
TOWN OF AUGUSTA, MISSOURI

ACCEPTED BY:

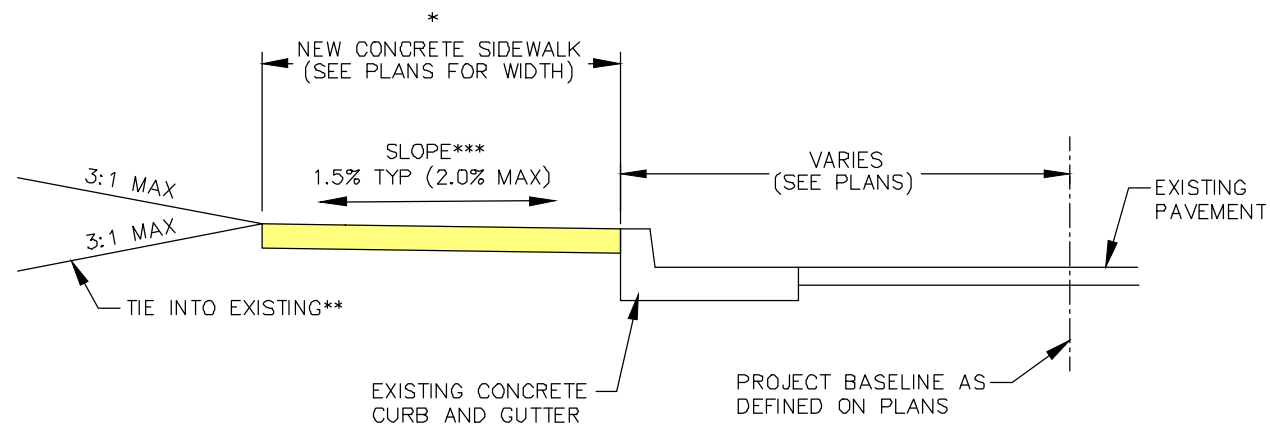
Randal Oaks  
Town Board Chairman  
Town of Augusta, Missouri







CHESTNUT ST. (NORTH SIDE BETWEEN JACKSON ST. AND GREEN ST.): STA. 0+00 TO 1+87  
CHESTNUT ST. (NORTH SIDE BETWEEN GREEN ST. AND FERRY ST.): STA. 0+00 TO 1+91  
FERRY ST. (WEST SIDE BETWEEN CHESTNUT ST. AND WALNUT ST.): STA. 0+00 TO 2+10  
GREEN ST. (EAST SIDE BETWEEN CHESTNUT ST. AND WALNUT ST.): STA. 0+00 TO 2+10  
WALNUT ST. (SOUTH SIDE BETWEEN JACKSON ST. AND GREEN ST.): STA. 0+00 TO 1+59  
WALNUT ST. (SOUTH SIDE BETWEEN GREEN ST. AND FERRY ST.): STA. 0+00 TO 1+87  
WALNUT ST. (NORTH SIDE BETWEEN JACKSON ST. AND GREEN ST.): STA. 0+00 TO 1+70  
WALNUT ST. (NORTH SIDE BETWEEN GREEN ST. AND FERRY ST.): STA. 0+00 TO 1+97  
GREEN ST. (EAST SIDE BETWEEN LOCUST ST. AND WALNUT ST.): STA. 0+74 TO 2+16  
FERRY ST. (WEST SIDE BETWEEN LOCUST ST. AND WALNUT ST.): STA. 0+31 TO 2+18



GREEN ST. (EAST SIDE BETWEEN LOCUST ST. AND WALNUT ST.): STA. 0+00 TO 0+74  
FERRY ST. (WEST SIDE BETWEEN LOCUST ST. AND WALNUT ST.): STA. 0+00 TO 0+31

\*\*\* IN AREAS WHERE NO SIDEWALK CURRENTLY EXISTS, THE NEW SIDEWALK SLOPE DIRECTION IS TO MATCH EXISTING PREVAILING GRADE AND NOT ALTER EXISTING DRAINAGE FLOWS OR PATTERN. IN ALL OTHER AREAS, THE NEW SIDEWALKS SHALL MATCH EXISTING SIDEWALK OR DRIVEWAY APPROACH SLOPE DIRECTION.



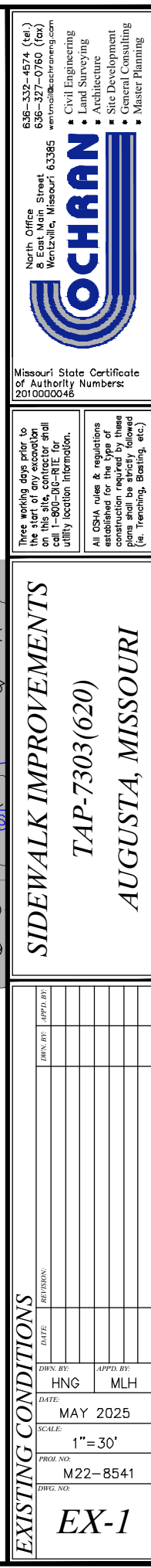
Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (i.e. Trenching, Blasting, etc.)

*SIDEWALK IMPROVEMENTS*  
*TAP-7303(620)*  
*AUGUSTA, MISSOURI*

TYPICAL SECTIONS	DATE:		HNG		MLH		
	SCALE:		NONE				
	PROJ. NO:		M22-8541				
	DWG. NO:		TS-1				
	REVISION:						
	DWG. BY:						
	APPD. BY:						

DWG NAME: j:\2022\W22-8541- Augusta Town Square Stewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_6\_EXISTING CONDITIONS.dwg LAYOUT TAB: EX-1 PLOTTED ON: May 30, 2025 - 4:08pm PLOTTED BY: Hainsburg



APPRO. BY:		APPRO. BY:	
DATE:		DATE:	
DWN. BY:		DWN. BY:	
HNG		MLH	
DATE: MAY 2025			
SCALE: 1"=30'			
PICAL. NO: M22-8541			
DWG. NO:			
<i>EX-1</i>			

Three working days prior to the start of any excavation on this site, contractor shall call 1-800-DIG-RTE for utility location information.

North Office  
& East Main Street  
Wentzville, Missouri 63385

36-332-4574 (tel.)  
36-327-0760 (fax)  
entencill@acchraining.com

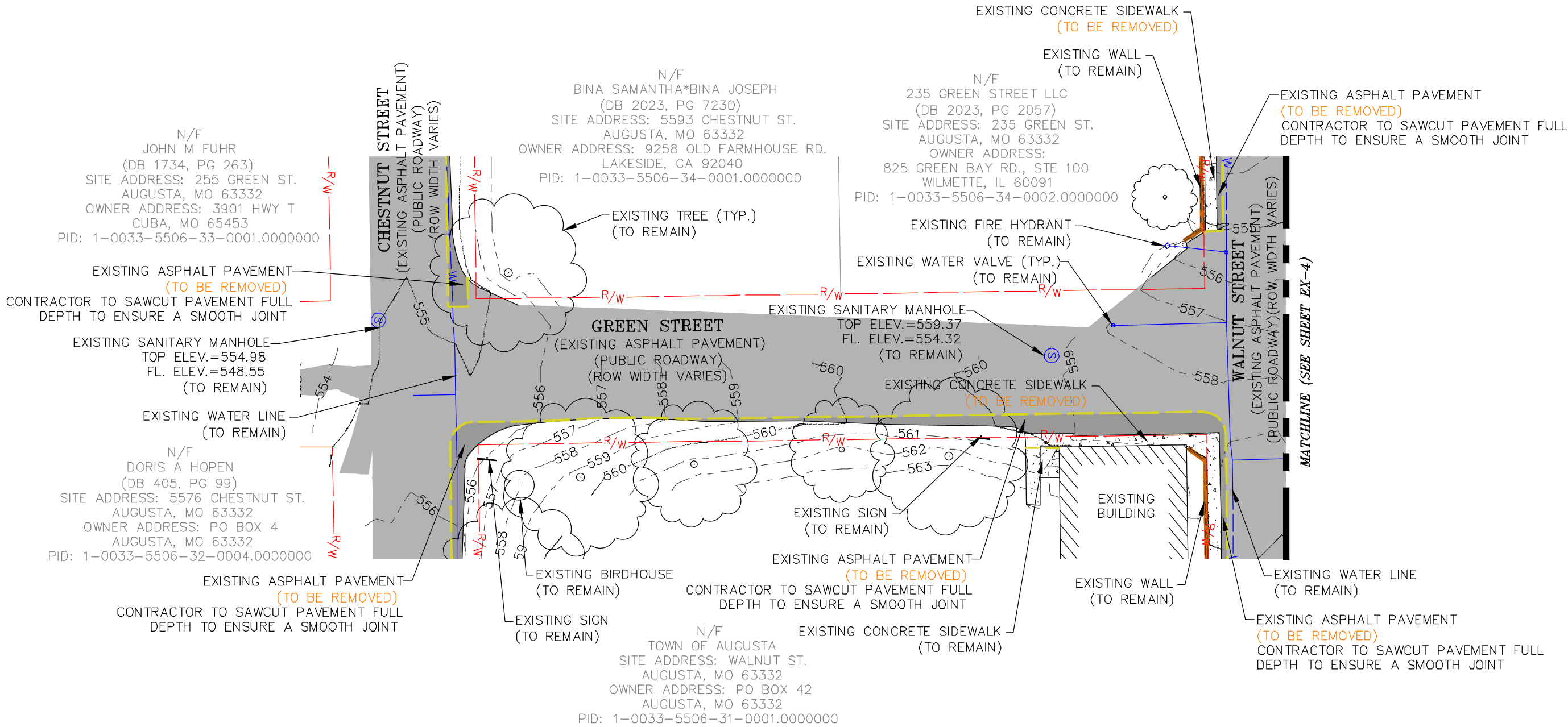
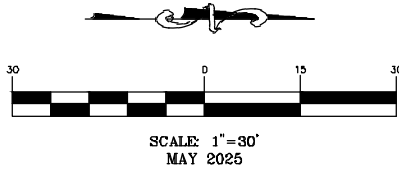
- ★ Civil Engineering
- ★ Land Surveying
- ★ Architecture
- ★ Site Development
- ★ General Consulting
- ★ Master Planning





DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_6\_EXISTING CONDITIONS.dwg LAYOUT TAB: EX-3 PLOTTED ON: May 30, 2025 - 4:08pm PLOTTED BY: Hgnsburg

EXISTING CONDITIONS



Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

636-332-4574 (tel.)  
636-327-0760 (fax)  
www.cochranengineering.com

**COCHRAN**

North Office  
8 East Main Street  
Wentzville, Missouri 63385

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

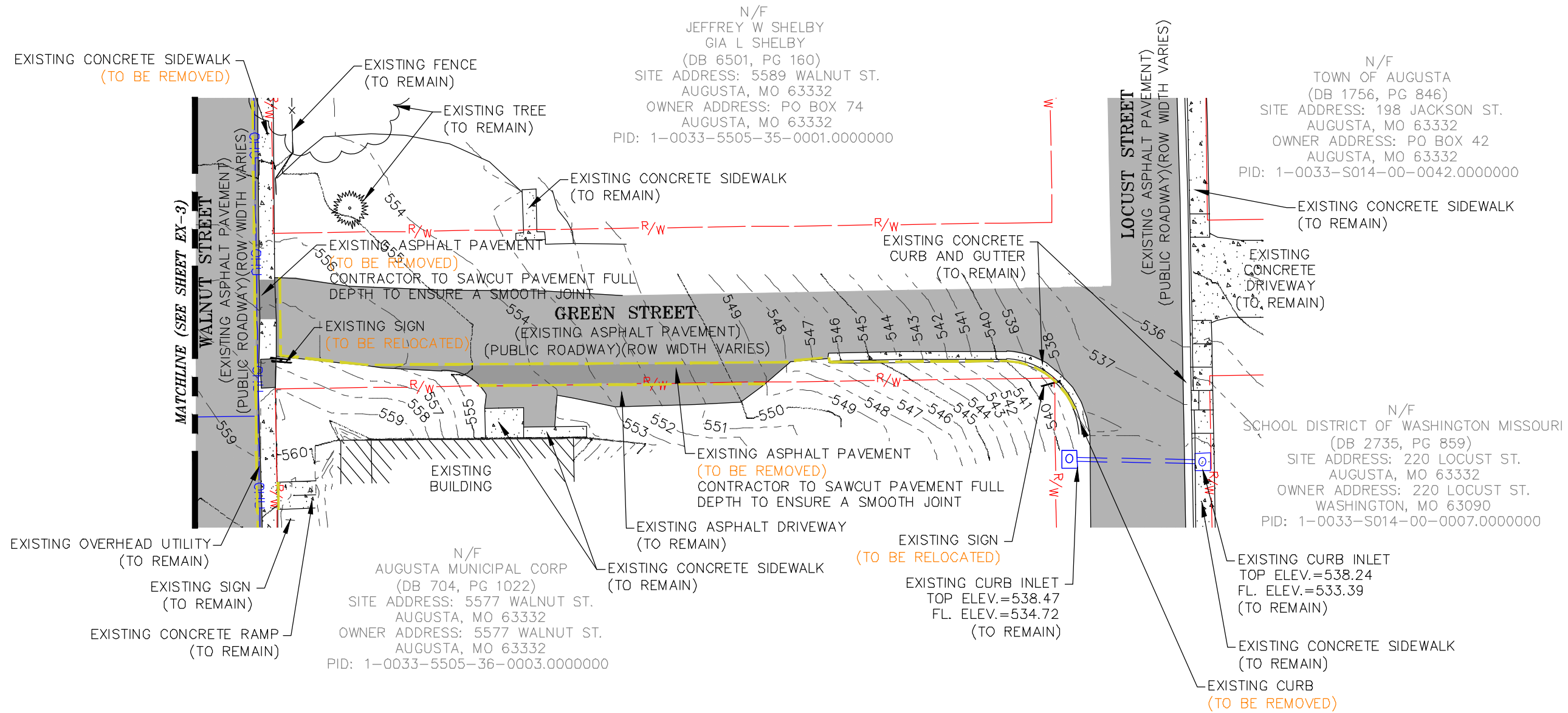
Missouri State Certificate  
of Authority Number:  
010000046

Three working days prior to  
the start of any excavation  
work, the contractor shall  
call 1-800-4-A-ROOT for  
utility location information.  
All OSHA rules & regulations  
established for the type of  
construction required by these  
plans shall be strictly followed  
(e.g. Trenching, Blasting, etc.)

**SIDEWALK IMPROVEMENTS**  
**TAP-7303(620)**  
**AUGUSTA, MISSOURI**

EXISTING CONDITIONS	DATE:	DATE:	DATE:	DATE:
	DATE:	DATE:	DATE:	DATE:
	DATE:	DATE:	DATE:	DATE:
	DATE:	DATE:	DATE:	DATE:
DRWN. BY:	HNG	APPR. BY:	MLH	
DATE:	MAY 2025	SCALE:	1"=30'	
PROJ. NO.:	M22-8541	DWG. NO.:	EX-3	

DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03-Construction Drawings\W22-8541\_6-EXISTING CONDITIONS.dwg  
LAYOUT TAB: EX-4  
PLOTTED ON: May 30, 2025 - 4:08pm  
PLOTTED BY: Hjalmsburg



Missouri State Certificate  
Authority Numbers:  
010000046

North Office  
6 East Main Street  
Wentzville, Missouri 63385

**COCHRAN**

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

636-332-4574 (fax)  
636-327-0760 (tel)  
wentzville@cochrancorp.com

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

*SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI*

EXISTING CONDITIONS	REVISION:																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																							</
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DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03-Construction Drawings\W22-8541\_6-EXISTING CONDITIONS.dwg LAYOUT TAB: EX-5 PLOTTED ON: May 30, 2025 - 4:08pm PLOTTED BY: Hjalmsburg



**North Office**  
801 East Main Street  
Winifred, Missouri 63395  
636-532-4574 (Tel.)  
636-532-0760 (Fax)  
www.ochranengineering.com

**Services**

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

**UCHRAN**

Professional State Certificate  
Authority Numbers:  
010000046

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (i.e. Trenching, Blasting, etc.)

*SIDEWALK IMPROVEMENTS*  
*TAP-7303(620)*  
*AUGUSTA, MISSOURI*

LASTING CONDITION	DATE:	DWN. BY:	APPD. BY:
DWN. BY: HNG		APPD. BY: MLH	
DATE: MAY 2025			
SCALE: 1"=30'			
PRGM. NO: M22-8541			
DWG. NO: EX-5			





DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements\PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_7\_SIDEWALK PLANS.dwg  
 LAYOUT TAB: PL-1  
 PLOTTED ON: May 30, 2025  
 PLOTTED BY: Hainsburg

- 

CONTRACTOR SHALL REMOVE EXISTING MAILBOXES AND PLACE IN TEMPORARY CONDITION DURING CONSTRUCTION. ONCE CONSTRUCTION IS COMPLETE THE CONTRACTOR SHALL PERMANENTLY INSTALL THE MAILBOXES IN LOCATIONS MEETING UPS REQUIREMENTS AND IN SIMILAR LOCATIONS WHERE THEY WERE PRIOR TO CONSTRUCTION.

BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.

ALL LAWN AREAS DISTURBED SHALL  
BE REPAIRED WITH SEED AND STRAW  
UNLESS NOTED OTHERWISE.



Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

**COCHRAN**

North Office  
6 East Main Street  
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Missouri State Certificate  
of Authority Numbers:  
010000046

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (i.e. Trenching, Blasting, etc.)

*SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI*

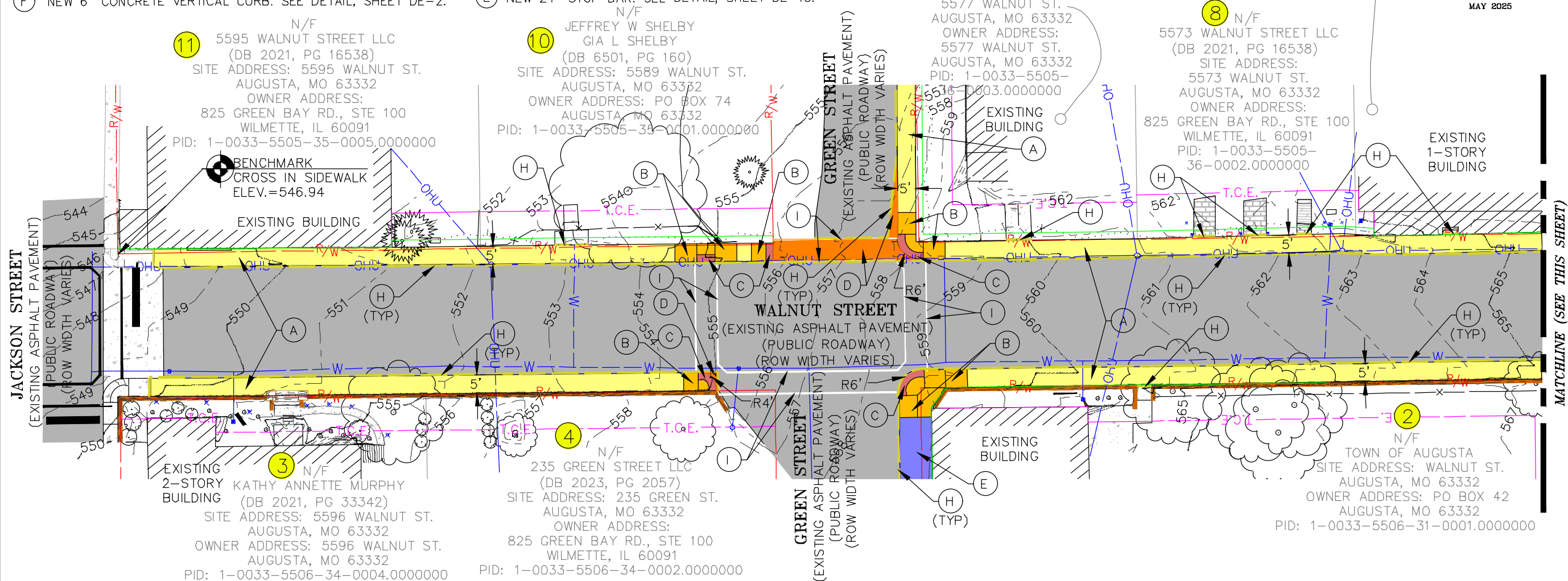
SIDE WALK PLANS	DATE:	DWN. BY:	APP'D. BY:		
		HNG	MLH		
	SCALE:				
	1" = 30'				
	PROJ. NO.:				
	M22-8541				
	DWG. NO.:				
	PL-1				

### SITE LEGEND

- (A) NEW 4" THICK CONCRETE SIDEWALK. SEE DETAIL, SHEET DE-2.
- (B) NEW ADA RAMP. SEE DETAILS, SHEETS DE-4 THRU DE-9.
- (C) NEW TRUNCATED DOMES. SEE DETAIL, SHEET DE-3.
- (D) NEW 6" ASPHALT PAVEMENT. SEE DETAIL, SHEET DE-1.
- (E) NEW 8" THICK CONCRETE APPROACH. SEE DETAIL, SHEET DE-1.
- (F) NEW 6" CONCRETE VERTICAL CURB. SEE DETAIL, SHEET DE-2.

- (G) CONTRACTOR TO PROVIDE GRAVEL BEHIND ENTRANCE AS NEEDED TO ENSURE A SMOOTH TRANSITION.
- (H) CONTRACTOR TO SAWCUT EXISTING PAVEMENT AT FULL DEPTH TO ENSURE A SMOOTH JOINT.
- (I) NEW CROSSWALK. SEE DETAIL, SHEET DE-16.
- (J) NEW CONCRETE STEP (7" TALL X 11" DEEP).SEE DETAIL, SHEET DE-2.
- (K) NEW RETAINING WALL. SEE DETAIL, SHEET DE-15.
- (L) NEW 24" STOP BAR. SEE DETAIL, SHEET DE-16.

## SIDEWALK PLANS



ALL NEW SIDEWALKS AND PEDESTRIAN ACCESS ROUTES SHALL HAVE A 1.5% CROSS SLOPE,  $\pm 0.5\%$  (PER ADA).

CONTRACTOR TO ADD NEW GRAVEL BEHIND CONCRETE APPROACHES AS NECESSARY TO ENSURE A SMOOTH TRANSITION.

CONTRACTOR TO USE EXTREME CAUTION  
AND CARE TO MINIMIZE ANY IMPACT TO  
EXISTING TREES & BUSHES.

THIS PROJECT HAS BEEN DESIGNED TO COMPLY WITH ALL REQUIRED ADA GUIDELINES AND SPECIFICATIONS.

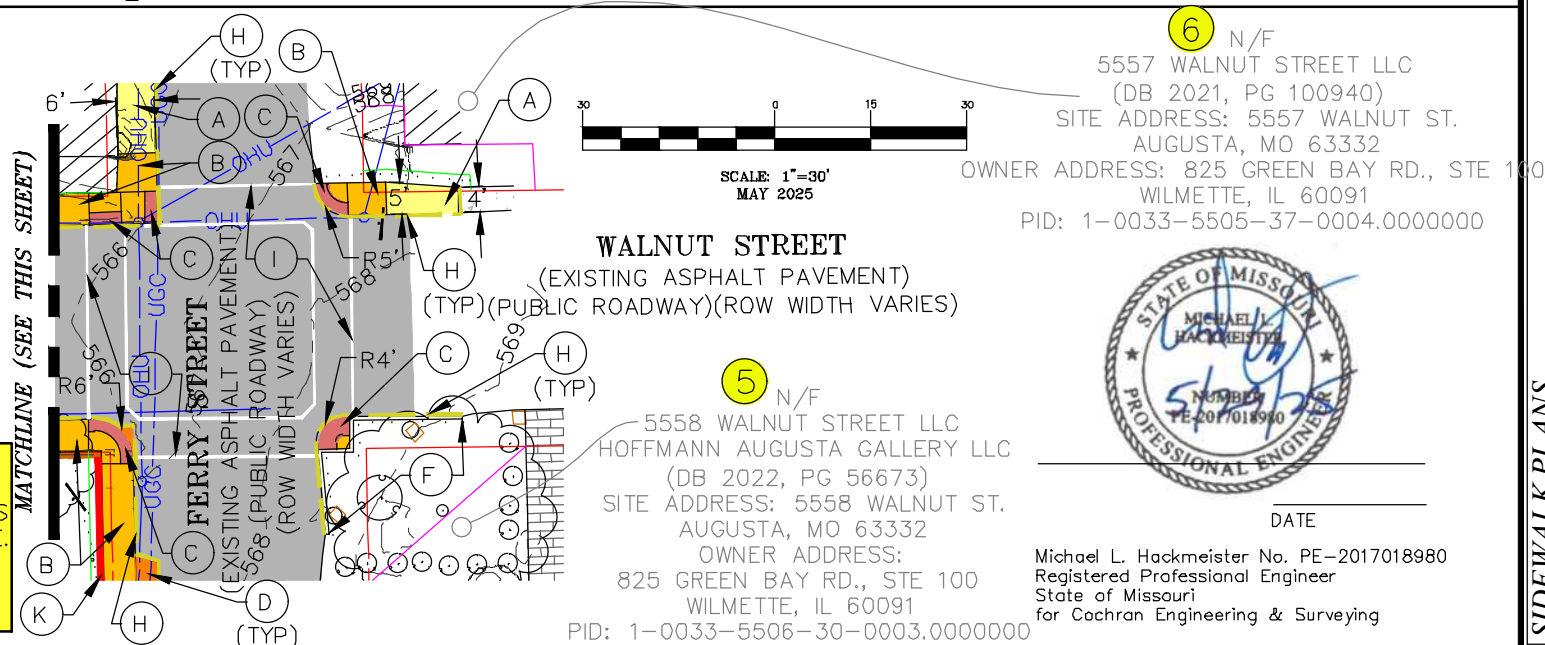
CONTRACTOR SHALL REMOVE EXISTING MAILBOXES AND PLACE IN TEMPORARY CONDITION DURING CONSTRUCTION. ONCE CONSTRUCTION IS COMPLETE THE CONTRACTOR SHALL PERMANENTLY INSTALL THE MAILBOXES IN LOCATIONS MEETING UPS REQUIREMENTS AND IN SIMILAR LOCATIONS WHERE THEY WERE PRIOR TO CONSTRUCTION.

ALL LAWN AREAS DISTURBED SHALL  
BE REPAIRED WITH SEED AND STRAW  
UNLESS NOTED OTHERWISE.

ANY UTILITY COVERS THAT REMAIN IN THE PEDESTRIAN ACCESS ROUTE (SUCH AS MANHOLES, VALVES, METERS, ETC.) SHALL HAVE SLIP RESISTANT TOPS (PER ADA).

ALL EXISTING CITY OWNED COMMERCIAL AND RESIDENTIAL SIDEWALKS SHALL BE CONNECTED TO THE NEW SIDEWALK WITH A SMOOTH TRANSITION CREATING NO GAP OR ABRUPT CHANGE IN GRADE.

BEST MANAGEMENT PRACTICES (BMP'S)  
AND CONTROLS SHALL CONFORM TO  
FEDERAL, STATE, OR LOCAL REQUIREMENTS  
OR MANUAL OF PRACTICE, AS APPLICABLE.  
CONTRACTOR SHALL IMPLEMENT  
ADDITIONAL CONTROLS AS DIRECTED BY  
PERMITTING AGENCY OR OWNER.



## SIDEWALK IMPROVEMENTS

TAP-7303(620)

AUGUSTA, MISSOURI

## SIDEWALK PLANS

*PL-2*

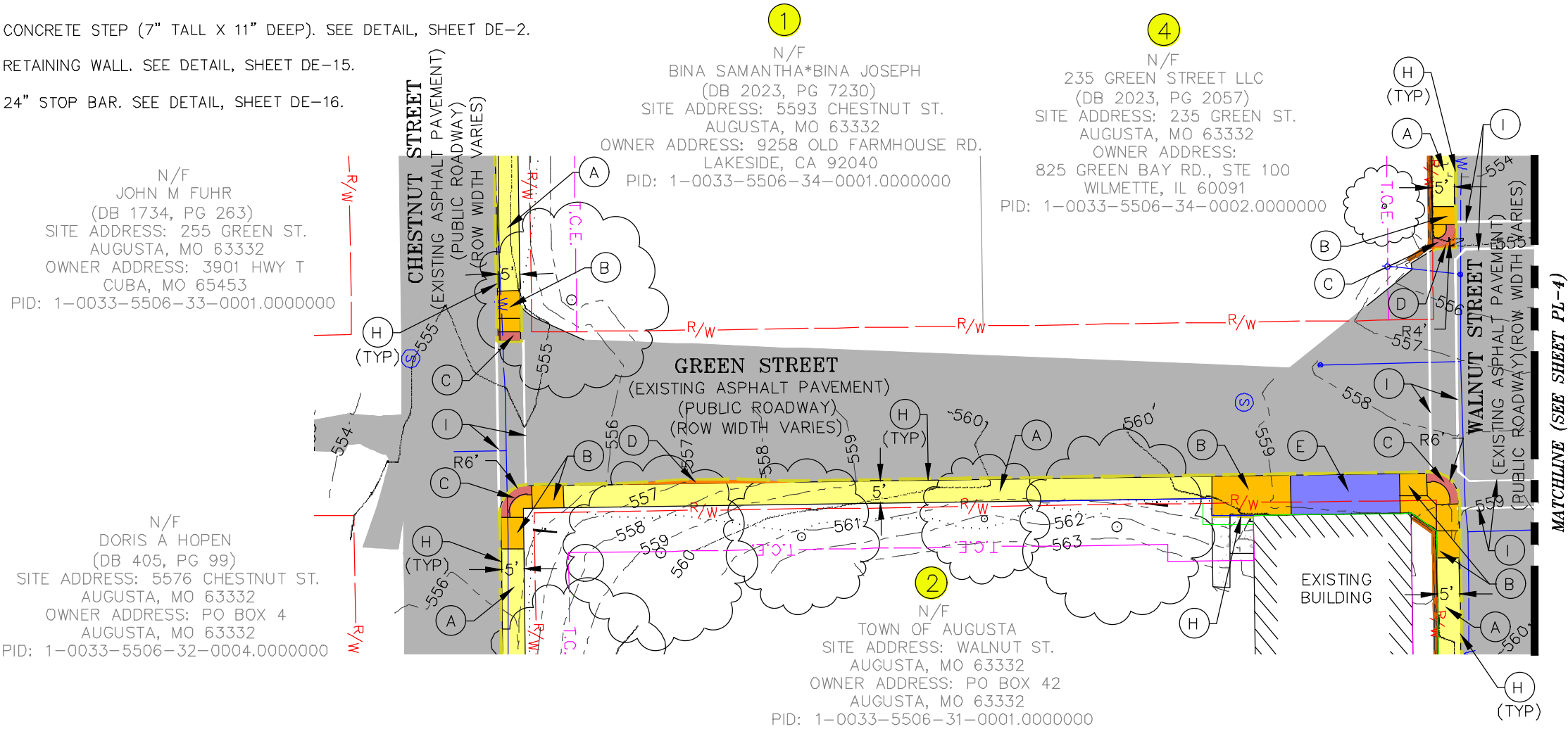


DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_7\_SIDEWALK PLANS.dwg LAYOUT TAB: PL-3 PLOTTED ON: May 30, 2025 - 4:06pm PLOTTED BY: Hignsburg

SITE LEGEND

- (A) NEW 4" THICK CONCRETE SIDEWALK. SEE DETAIL, SHEET DE-2.
- (B) NEW ADA RAMP. SEE DETAILS, SHEETS DE-4 THRU DE-9.
- (C) NEW TRUNCATED DOMES. SEE DETAIL, SHEET DE-3.
- (D) NEW 6" ASPHALT PAVEMENT. SEE DETAIL, SHEET DE-1.
- (E) NEW 8" THICK CONCRETE APPROACH. SEE DETAIL, SHEET DE-1.
- (F) NEW 6" CONCRETE VERTICAL CURB. SEE DETAIL, SHEET DE-2.
- (G) CONTRACTOR TO PROVIDE GRAVEL BEHIND ENTRANCE AS NEEDED TO ENSURE A SMOOTH TRANSITION.
- (H) CONTRACTOR TO SAWCUT EXISTING PAVEMENT AT FULL DEPTH TO ENSURE A SMOOTH JOINT.
- (I) NEW CROSSWALK. SEE DETAIL, SHEET DE-16.
- (J) NEW CONCRETE STEP (7" TALL X 11" DEEP). SEE DETAIL, SHEET DE-2.
- (K) NEW RETAINING WALL. SEE DETAIL, SHEET DE-15.
- (L) NEW 24" STOP BAR. SEE DETAIL, SHEET DE-16.

SIDEWALK PLANS



CONTRACTOR TO ADD NEW GRAVEL BEHIND CONCRETE APPROACHES AS NECESSARY TO ENSURE A SMOOTH TRANSITION.

CONTRACTOR TO USE EXTREME CAUTION AND CARE TO MINIMIZE ANY IMPACT TO EXISTING TREES & BUSHES.

THIS PROJECT HAS BEEN DESIGNED TO COMPLY WITH ALL REQUIRED ADA GUIDELINES AND SPECIFICATIONS.

CONTRACTOR SHALL REMOVE EXISTING MAILBOXES AND PLACE IN TEMPORARY CONDITION DURING CONSTRUCTION. ONCE CONSTRUCTION IS COMPLETE THE CONTRACTOR SHALL PERMANENTLY INSTALL THE MAILBOXES IN LOCATIONS MEETING UPS REQUIREMENTS AND IN SIMILAR LOCATIONS WHERE THEY WERE PRIOR TO CONSTRUCTION.

ALL EXISTING CITY OWNED COMMERCIAL AND RESIDENTIAL SIDEWALKS SHALL BE CONNECTED TO THE NEW SIDEWALK WITH A SMOOTH TRANSITION CREATING NO GAP OR ABRUPT CHANGE IN GRADE.

ANY UTILITY COVERS THAT REMAIN IN THE PEDESTRIAN ACCESS ROUTE (SUCH AS MANHOLES, VALVES, METERS, ETC.) SHALL HAVE SLIP RESISTANT TOPS (PER ADA).

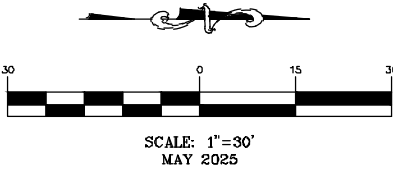
BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE. CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.

ALL NEW SIDEWALKS AND PEDESTRIAN ACCESS ROUTES SHALL HAVE A 1.5% CROSS SLOPE,  $\pm 0.5\%$  (PER ADA).

ALL LAWN AREAS DISTURBED SHALL BE REPAIRED WITH SEED AND STRAW UNLESS NOTED OTHERWISE.



Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying



SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI

SIDEWALK PLANS  
DATE: MAY 2025  
SCALE: 1"=30'  
PROJ. NO.: M22-8541  
DWG. NO.: PL-3

636-332-4574 (tel.)  
636-327-0760 (fax)  
www.cochranengineering.com

North Office  
8 East Main Street  
Wentzville, Missouri 63385

**COCHRAN**

- Civil Engineering
- Land Surveying
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- Site Development
- General Consulting
- Master Planning

Missouri State Certificate  
of Authority Number:  
010000046

Three working days prior to  
the start of any excavation  
work, the contractor shall  
call 1-800-485-8173 for  
utility location information.

All OSHA rules & regulations  
established for the type of  
construction required by these  
plans shall be strictly followed  
(e.g. Trenching, Shoring, etc.)

DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements\PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_7\_SIDEWALK PLANS.dwg  
LAYOUT TAB: PL-4 PLOTTED ON: May 30, 2025 - 4:08pm PLOTTED BY: Hignburg

- 

ALL LAWN AREAS DISTURBED SHALL  
BE REPAIRED WITH SEED AND STRAW  
UNLESS NOTED OTHERWISE.

SCHOOL DISTRICT OF WASHINGTON MISSOURI  
N/F  
(DB 2735, PG 859)  
SITE ADDRESS: 220 LOCUST ST.  
AUGUSTA, MO 63332  
OWNER ADDRESS: 220 LOCUST ST.  
WASHINGTON, MO 63090  
PID: 1-0033-S014-00-0007.0000000



Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

SIDEWALK PLANS	DATE:	DRAWN BY:	APPROVED BY:
		HNG	MLH
	SCALE:	MAY 2025	
		1"=30'	
	PROJECT NO:	M22-8541	
	DWG. NO:		
	PL-4		

DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_7\_SIDEWALK PLANS.dwg  
LAYOUT TAB: PL-5 PLOTTED ON: May 30, 2025 - 4:08pm PLOTTED BY: Hghnsburg

- N/F  
HANANI HOUSE  
(DB 6019, PG 1022)  
SITE ADDRESS: 5568 CHESTNUT ST.  
AUGUSTA, MO 63332  
OWNER ADDRESS: 1101 LANDING PLACE DR.  
LAKE ST. LOUIS, MO 63367  
PID: 1-0033-5506-32-0002.0000000

N/F  
CLAYTON E ALLEY  
(DB 7357, PG 1894)  
SITE ADDRESS: 5558 CHESTNUT ST.  
AUGUSTA, MO 63332  
OWNER ADDRESS: 5558 CHESTNUT ST.  
AUGUSTA, MO 63332  
PID: 1-0033-5506-29-0004.0000000

CONTRACTOR TO ADD NEW GRAVEL BEHIND  
CONCRETE APPROACHES AS NECESSARY  
TO ENSURE A SMOOTH TRANSITION.

CONTRACTOR TO USE EXTREME CAUTION  
AND CARE TO MINIMIZE ANY IMPACT TO  
EXISTING TREES & BUSHES.

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SEE DETAIL, SHEET DE-2.  
 ET DE-15.  
 T DE-16.

**CHESTNUT STREET**  
 (EXISTING ASPHALT PAVEMENT)  
 (PUBLIC ROADWAY)(ROW WIDTH VARIES)

**FERRY STREET**  
 (EXISTING ASPHALT PAVEMENT)  
 (PUBLIC ROADWAY)(ROW WIDTH VARIES)

**WALNUT STREET**  
 (EXISTING ASPHALT PAVEMENT)  
 (PUBLIC ROADWAY)(ROW WIDTH VARIES)

**TOWN OF AUGUSTA**  
 SITE ADDRESS: WALNUT ST.  
 AUGUSTA, MO 63332  
 OWNER ADDRESS: PO BOX 42  
 AUGUSTA, MO 63332  
 PID: 1-0033-5506-31-0001.0000000

**N/F**  
 REBECCA A NATOLI  
 (DB 1849, PG 69)  
 SITE ADDRESS: 236 FERRY ST.  
 AUGUSTA, MO 63332  
 OWNER ADDRESS: 236 FERRY ST.  
 AUGUSTA, MO 63332  
 PID: 1-0033-5506-30-0005.0000000

**N/F**  
 5558 WALNUT STREET LLC  
 HOFFMANN AUGUSTA GALLERY LLC  
 (DB 2022, PG 56673)  
 SITE ADDRESS: 5558 WALNUT ST.  
 AUGUSTA, MO 63332  
 OWNER ADDRESS:  
 825 GREEN BAY RD., STE 100  
 WILMETTE, IL 60091  
 PID: 1-0033-5506-30-0003.0000000

**EXISTING BUILDING**

**EXISTING ASPHALT DRIVEWAY**

**EXISTING BUILDING**

**MATCHLINE (SEE SHEET PL-6)**

**ALL EXISTING CITY OWNED COMMERCIAL AND RESIDENTIAL SIDEWALKS SHALL BE CONNECTED TO THE PROPOSED SIDEWALK SYSTEM.**

ALL EXISTING CITY OWNED COMMERCIAL AND RESIDENTIAL SIDEWALKS SHALL BE CONNECTED TO THE NEW SIDEWALK WITH A SMOOTH TRANSITION CREATING NO GAP OR ABRUPT CHANGE IN GRADE.

ANY UTILITY COVERS THAT REMAIN IN THE PEDESTRIAN ACCESS ROUTE (SUCH AS MANHOLES, VALVES, METERS, ETC.) SHALL HAVE SLIP RESISTANT TOPS (PER ADA).

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BE REPAIRED WITH SEED AND STRAW  
UNLESS NOTED OTHERWISE.



Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

North Office  
 636-332-4674  
 636-327-0760 (fax)  
 www.civilengineering.com  
 East Main Street  
 Wentzville, Missouri 63385  
 Civil Engineering  
 Architecture  
 Site Development  
 General Consulting  
 Master Planning


 Missouri State Certificate  
 Registration Numbers:  
 0100003046

All OSHA rules & regulations  
 established for the type of  
 construction required by these  
 plans shall be strictly followed  
 (e. trenching, blasting, etc.)

*SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI*

<b>SIDEWALK PLANS</b>	DATE:	REVISION:	DWN. BY:	APPD. BY:			
DATE:		DWN. BY:		APPD. BY:			
HNG		MLH					
MAY 2025							
SCALE:							
1" = 30'							
PROJECT NO:							
M22-8541							
DWG. NO:							
<i>PL-5</i>							

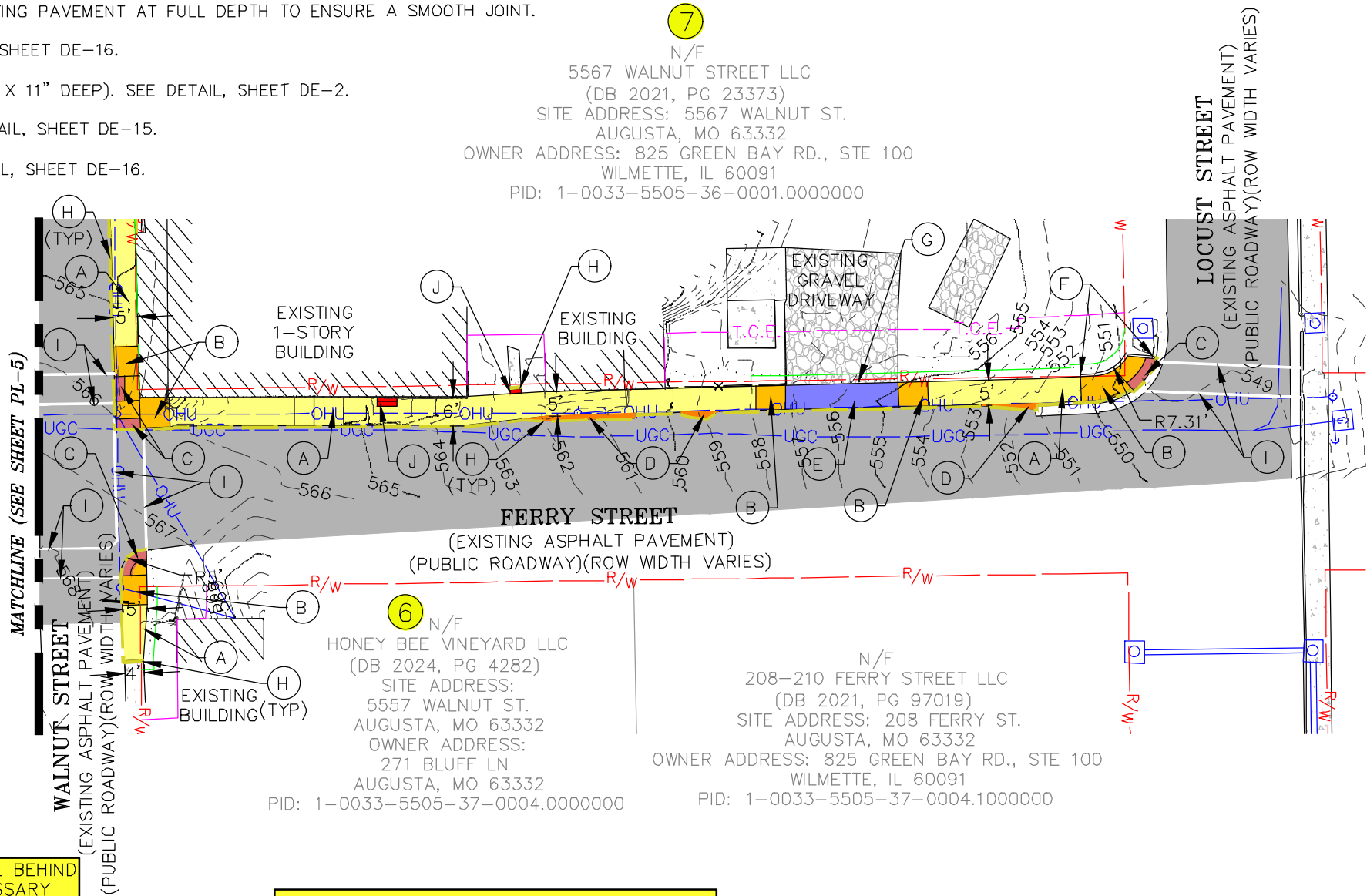


DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_7\_SIDEWALK PLANS.dwg LAYOUT TAB: PL-6 PLOTTED ON: May 30, 2025 - 4:06pm PLOTTED BY: Hignsburg

SITE LEGEND

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- (B) NEW ADA RAMP. SEE DETAILS, SHEETS DE-4 THRU DE-9.
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- (E) NEW 8" THICK CONCRETE APPROACH. SEE DETAIL, SHEET DE-1.
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SIDEWALK PLANS



N/F  
SCHOOL DISTRICT OF WASHINGTON MISSOURI  
(DB 2735, PG 859)  
SITE ADDRESS: 220 LOCUST ST.  
AUGUSTA, MO 63332  
OWNER ADDRESS: 220 LOCUST ST.  
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PID: 1-0033-S014-00-0007.0000000

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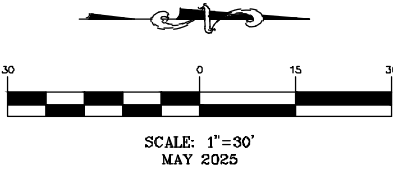
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Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying



SIDEWALK IMPROVEMENTS

TAP-7303(620)

AUGUSTA, MISSOURI

SIDEWALK PLANS

DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
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636-332-4574 (tel.)  
636-327-0760 (fax)  
www.cochranengineering.com

**COCHRAN**

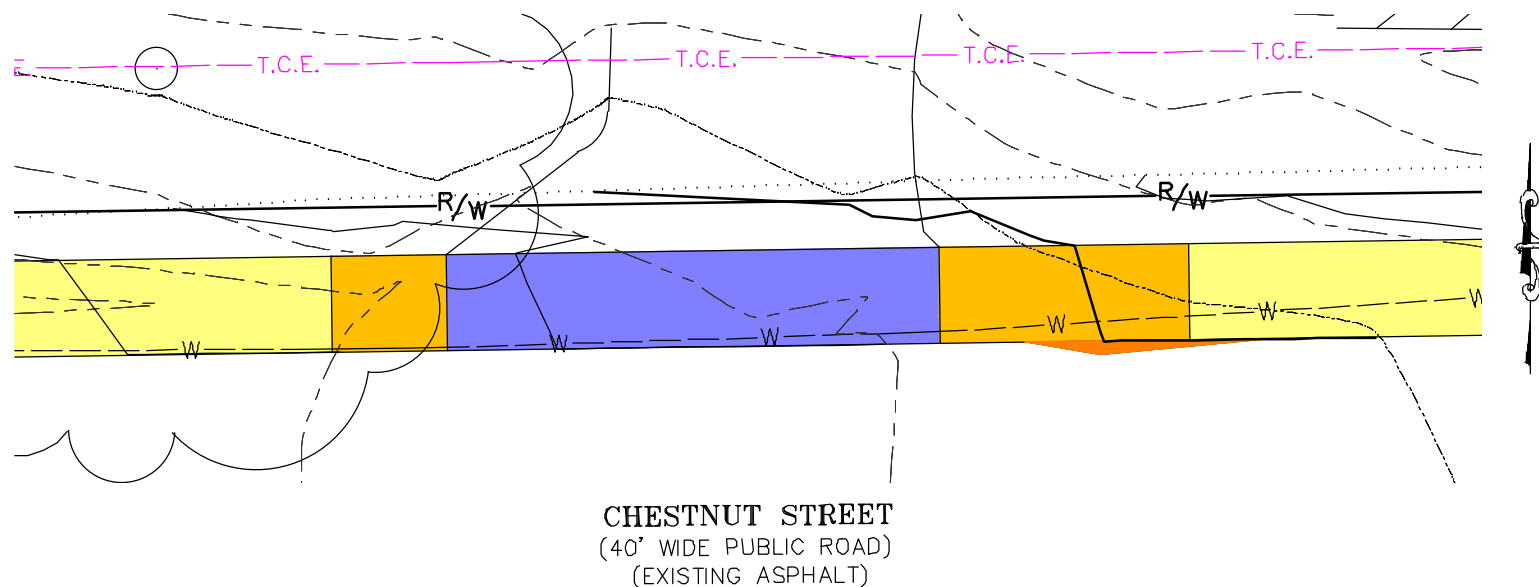
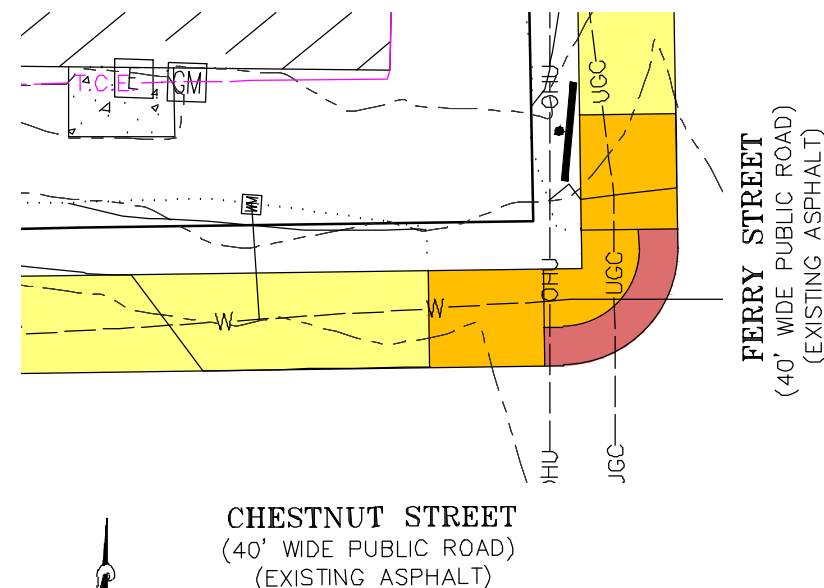
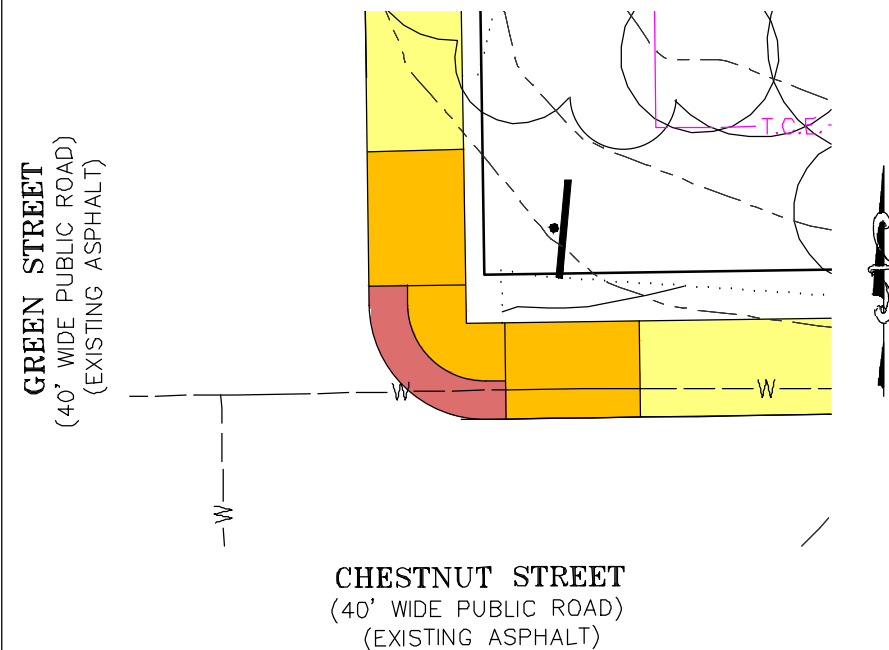
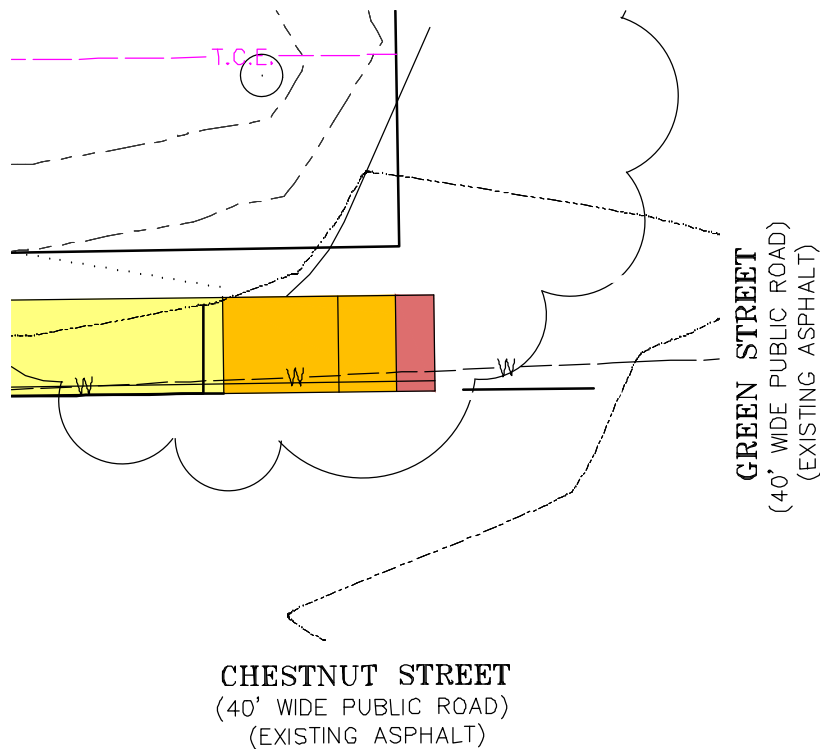
North Office  
8 East Main Street  
Wentzville, Missouri 63385

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

Missouri State Certificate  
of Authority Numbers:  
0010000046

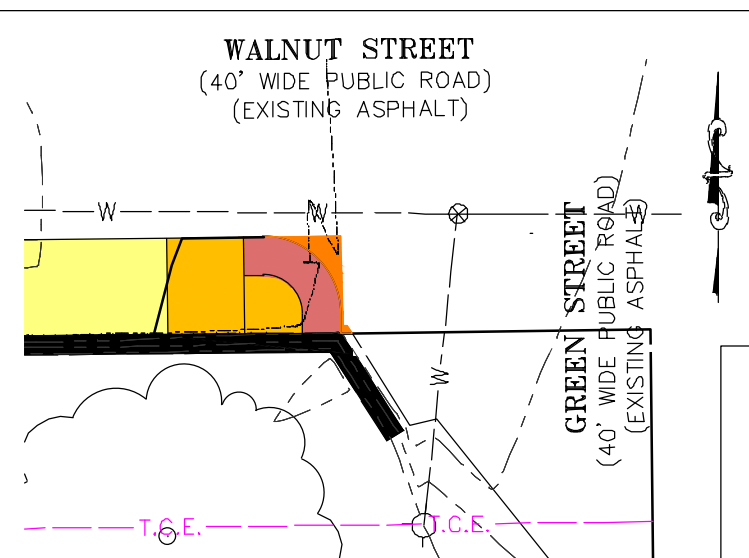
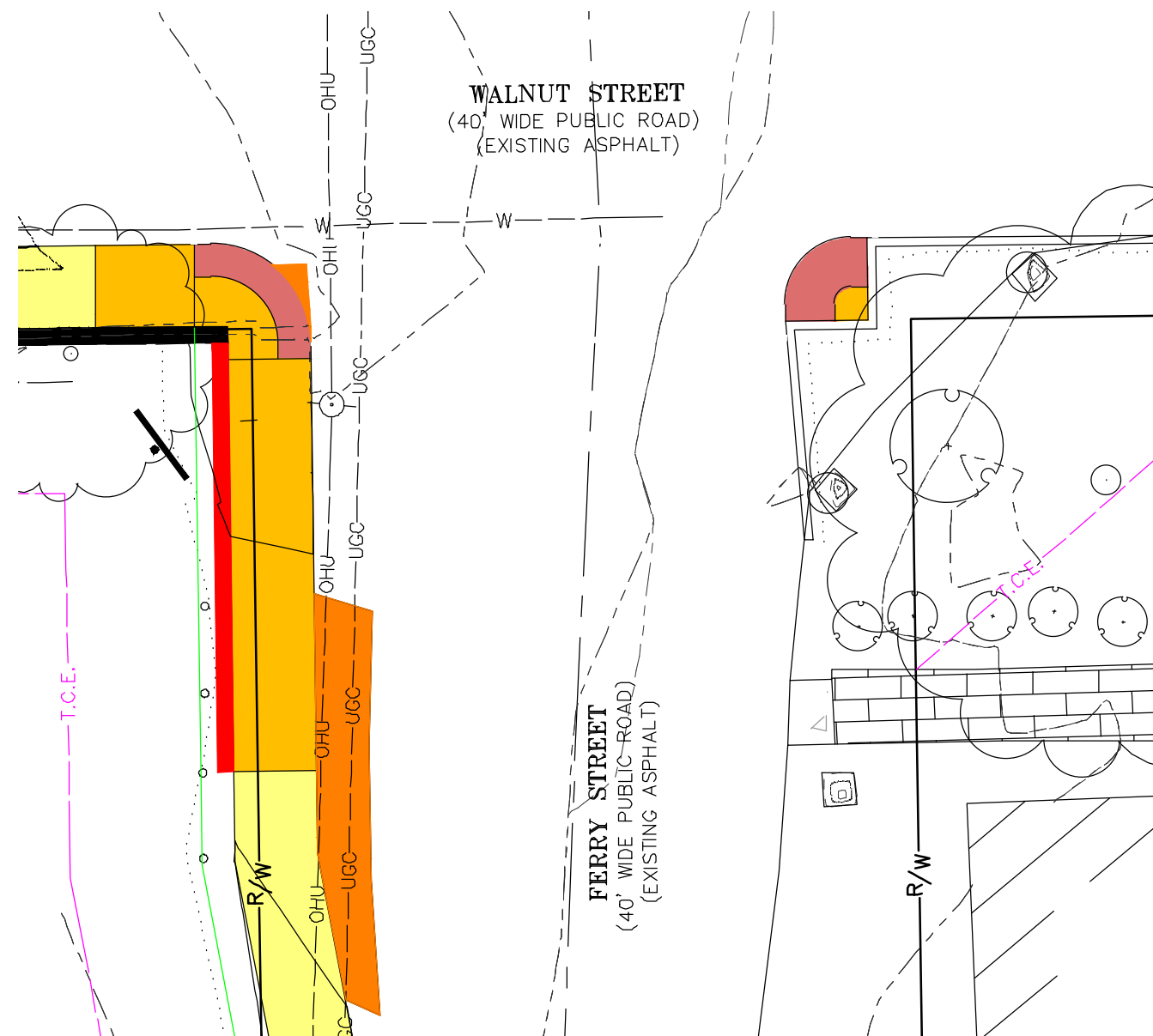
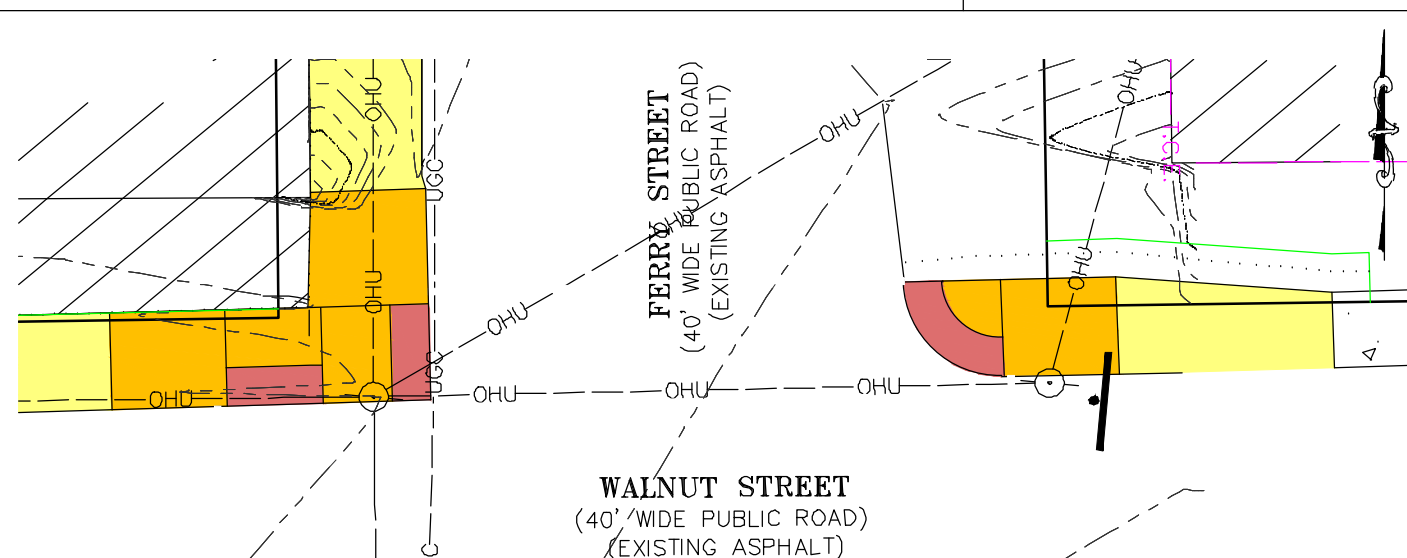
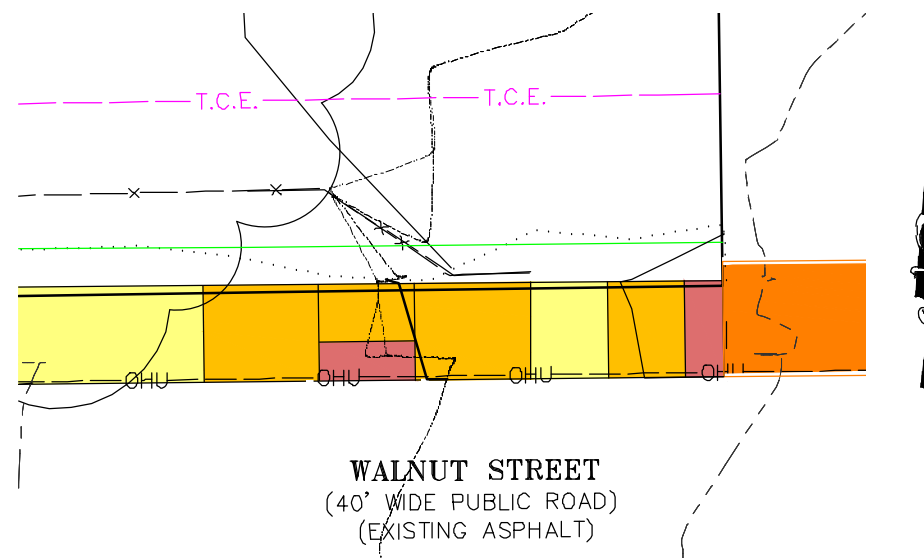
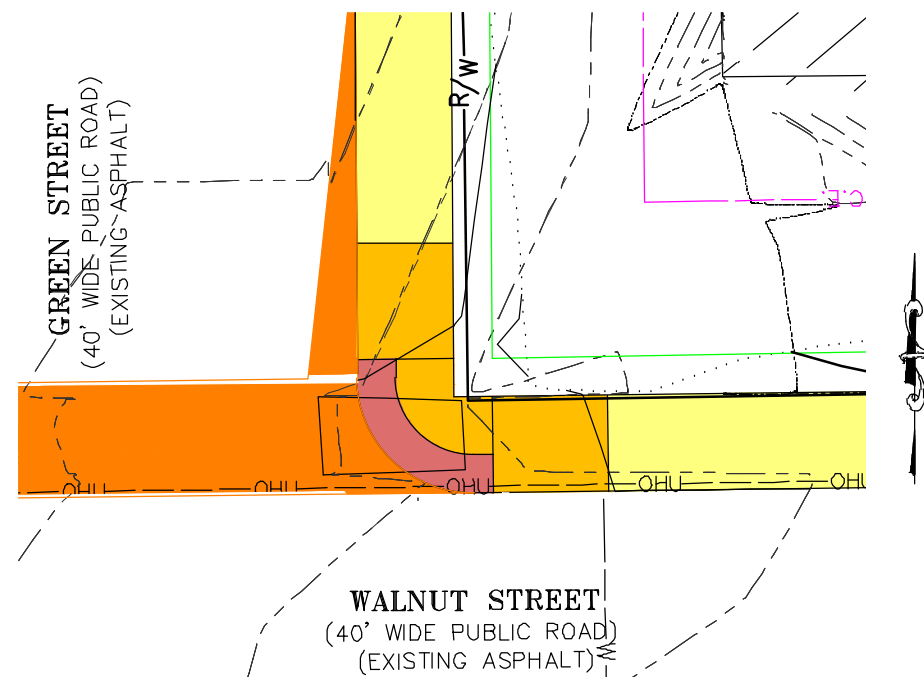
Three working days prior to the start of any excavation the contractor shall call 1-800-THE-811 for utility location information.

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (e.g. Trenching, Blasting, etc.)



  
\_\_\_\_\_  
DATE

Michael L. Hackmeister No. PE-201701890  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying



DATE \_\_\_\_\_

Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

## WRAPPING DETAIL C

DRAWING NO.	DATE:		APPROVED BY:	
	MAY 2025		MLH	
SCALE:	1"=10'			
PROJ. NO.	M22-8541			
DWG. NO.	WP-2			

*SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI*

Three working days prior to the start of any excavation on this site, contractor shall call 1-800-DIG-NITE for utility location information.

Missouri State Certificate  
of Authority Numbers:  
2010000046

**COCHRAN**

North Office  
8 East Main Street  
Wentzville, Missouri 63395

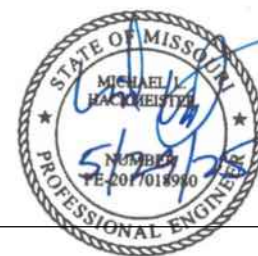
636-332-4674 (tel.)  
636-327-0760 (fax)  
wentzville@cochrans.com

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning



The site plan shows Ferry Street, a 40' wide public road with existing asphalt. The street is divided into several sections by dashed lines. The central section is colored blue and labeled 'FERRY STREET (40' WIDE PUBLIC ROAD) (EXISTING ASPHALT)'. To the left of this section, there are two yellow rectangular areas labeled 'UGC' and an orange rectangular area labeled 'OHU'. To the right, there is an orange rectangular area labeled 'OHU' and a yellow rectangular area labeled 'UGC'. Above the street, there are two 'R/W' (Right of Way) lines. Between these lines, there are several 'OHU' (Overhead Utility) labels and 'UGC' (Underground Utility Corridor) labels. A dashed line labeled 'T.C.E.' (Tentative Centerline Easement) runs horizontally across the top of the plan. The plan also shows various easements and property boundaries, including a 'T.C.E.' line running horizontally across the top and a 'T.C.E.' line running vertically on the right side. There are also several 'OHU' labels scattered throughout the plan, indicating the location of overhead utilities. The plan is a technical drawing with various lines, colors, and labels used to represent different features and boundaries.

FERRY STREET  
(40' WIDE PUBLIC ROAD)  
(EXISTING ASPHALT)



DATE \_\_\_\_\_

Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

## WARPING DETAILS

[illegible]

*SIDEWALK IMPROVEMENTS*  
*TAP-7303(620)*  
*AUGUSTA, MISSOURI*

Three working days prior to the start of any excavation on this site, contractor shall call 1-800-DIG-RITE for utility location information.

Missouri State Certificate  
of Authority Numbers:  
2010000046

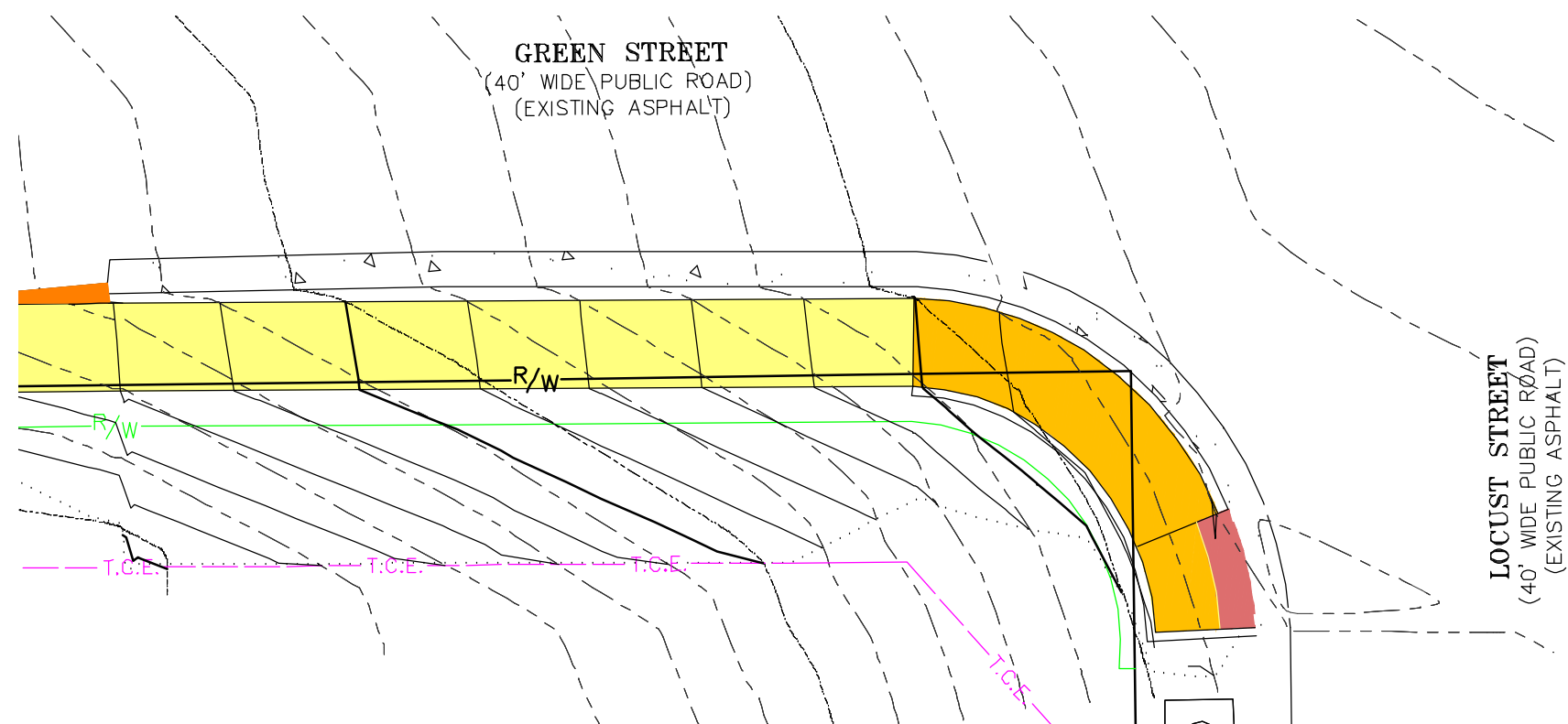
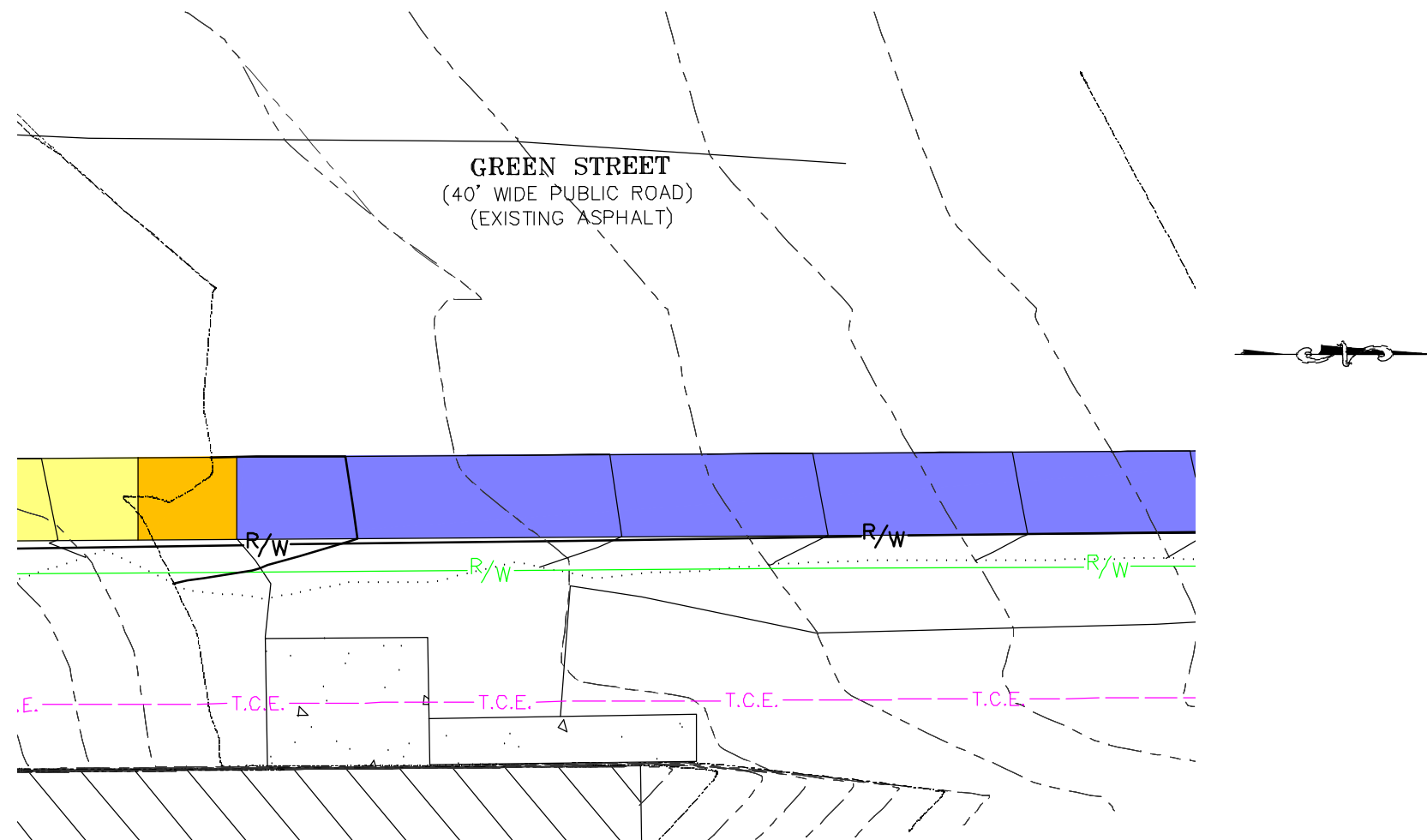
**North Office**  
8 East Main Street  
Wentzville, Missouri 63385

**DOCHRAN**

636-332-4574 (tel.)  
636-327-0760 (fax)  
[service@dochranchraining.com](mailto:service@dochranchraining.com)

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

WP-3



DATE \_\_\_\_\_

Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

## WARPING DETAILS

DRAWING NO.	DATE:		APPROVED BY:	
	MAY 2025		MLH	
PROJECT NO.	SCALE:		REVISION:	
	1"=10'			
DWG. NO.	M22-8541		DATE:	
<div> <div>WP-4</div> </div>		THIN BY:		APPROVED BY:
		HNG		MLH

*SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI*

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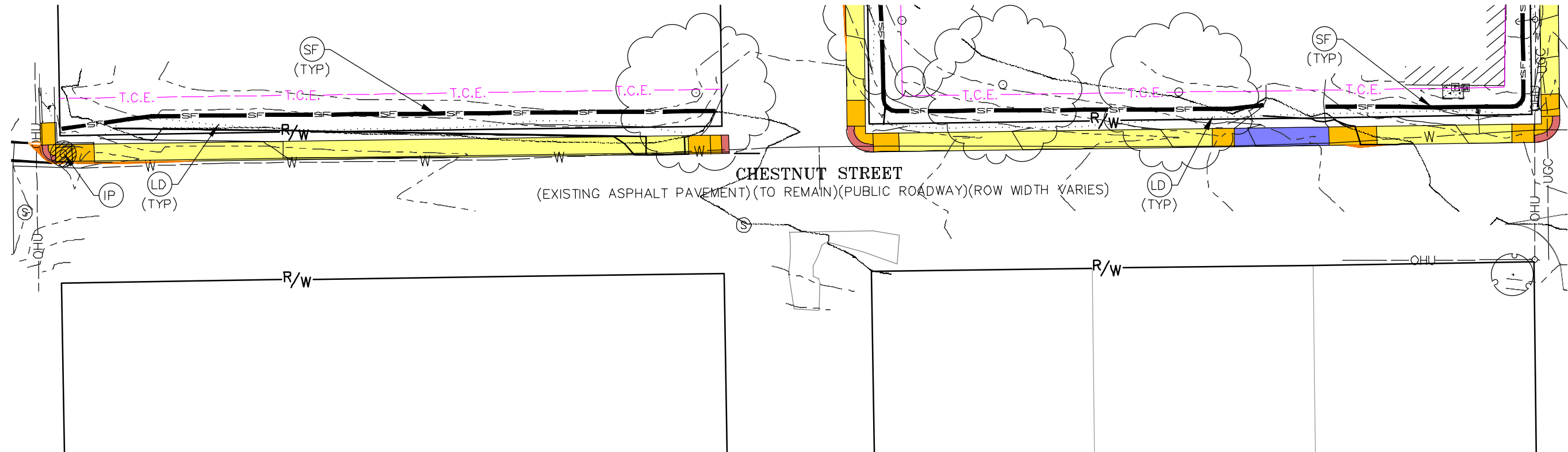
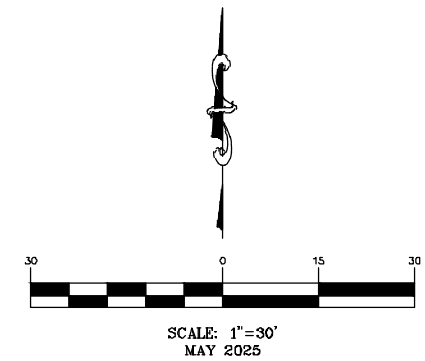
336-332-4574 (tel.)  
336-327-0760 (fax)  
entencill@cochraneeng.com

- Civil Engineering
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- General Consulting
- Master Planning

### SWPPP LEGEND

- (SF) NEW SILT FENCE. SEE DETAIL, SHEET DE-18.
- (IP) NEW INLET PROTECTION. SEE DETAIL, SHEET DE-18.
- (LD) LIMITS OF DISTURBANCE.

## EROSION CONTROL PLANS



DATE \_\_\_\_\_

Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

**JOCHAN**  
North Office  
6 East Main Street  
Wentzville, Missouri 63385  
636-332-4574 (tel)  
636-337-0760 (fax)  
wentzville@jochan.com

- Civil Engineering
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of Authority Numbers:  
010000046

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (i.e. Trenching, Blasting, etc.)

*SIDEWALK IMPROVEMENTS*  
*TAP-7303(620)*  
*AUGUSTA, MISSOURI*

<b>REVISIONS:</b>	<b>DATE</b>	<b>DWN. BY:</b>	<b>APPD. BY:</b>
		HNG	MLH
<b>SCALE:</b>			
1" = 30'			
<b>PROJ. NO:</b>			
M22-8541			
<b>DWG. NO:</b>			

*EC-1*

DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_9\_EROSION CONTROL PLANS.dwg  
LAYOUT TAB: EC-2 PLOTTED ON: May 30, 2025 - 4:09pm PLOTTED BY: Hgnsburg

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DATE:		HNG		MLH				
SCALE:		MAY 2025						
PROJ. NO:		1" = 30'						
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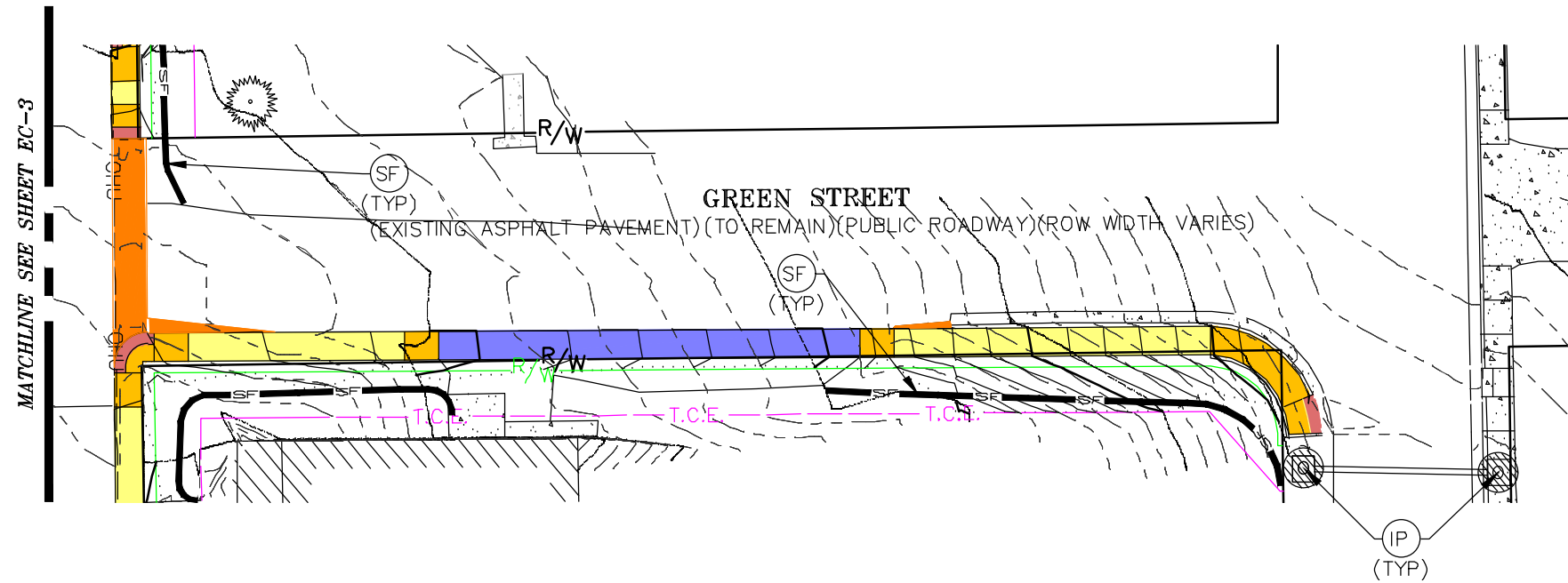
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LAYOUT TAB: EC-4 PLOTTED ON: May 30, 2025 - 4: 09pm PLOTTED BY: Hghnsburg

(SF) NEW SILT FENCE. SEE DETAIL, SHEET DE-18.

(IP) NEW INLET PROTECTION. SEE DETAIL, SHEET DE-18.

(LD) LIMITS OF DISTURBANCE.



DATE \_\_\_\_\_

Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

636-332-4574 (tel.)  
636-332-0760 (fax)  
wentunli@earthlink.net

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning



Missouri State Certificate  
of Authority Numbers:  
010000046

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (i.e. Trenching, Blasting, etc.)

*SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI*

ION CONTROL PLANS	DATE:		RETURNS:		APPROVED:	
DATE:		HNG		MLH		
SCALE:		MAY 2025		1"=30'		
PROJECT NO:		M22-8541				
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*EC-4*

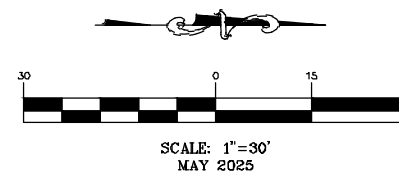
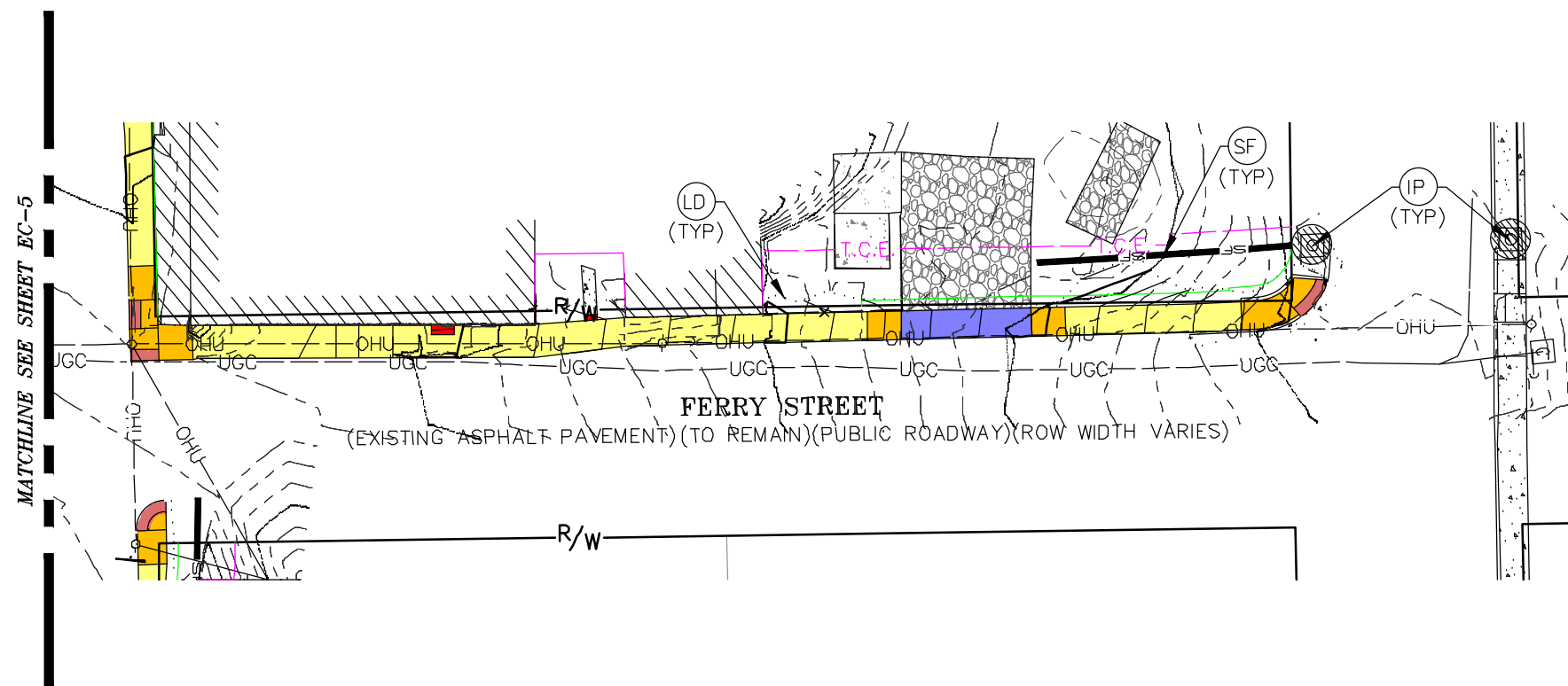
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<b>EROSION CONTROL PLANS</b>	RETURN:		DATE:		DWN. BY:		APPD. BY:	
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MAY 2025		HNG		MLH				
SCALE:								
1" = 30'								
PROJ. NO:								
M22-8541								
DWG. NO:								
<b><i>EC-5</i></b>								

### SWPPP LEGEND

- (SF) NEW SILT FENCE. SEE DETAIL, SHEET DE-18.
- (IP) NEW INLET PROTECTION. SEE DETAIL, SHEET DE-18.
- (LD) LIMITS OF DISTURBANCE.

## EROSION CONTROL PLANS



DATE \_\_\_\_\_

Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

North Office  
 8 East Main Street  
 Wentzville, Missouri 63395  
**DOCHRAN**  
 ■ Civil Engineering  
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 ■ Architecture  
 ■ Site Development  
 ■ General Consulting  
 ■ Master Planning  
 636-332-4874 (tel.)  
 636-327-0760 (fax)  
 wentsville@dochranning.com

Missouri State Certificate of Authority Numbers:  
 2010000046

Three working days prior to the start of any excavation on this site, contractor shall call 1-800-DIG-NITE for utility location information.

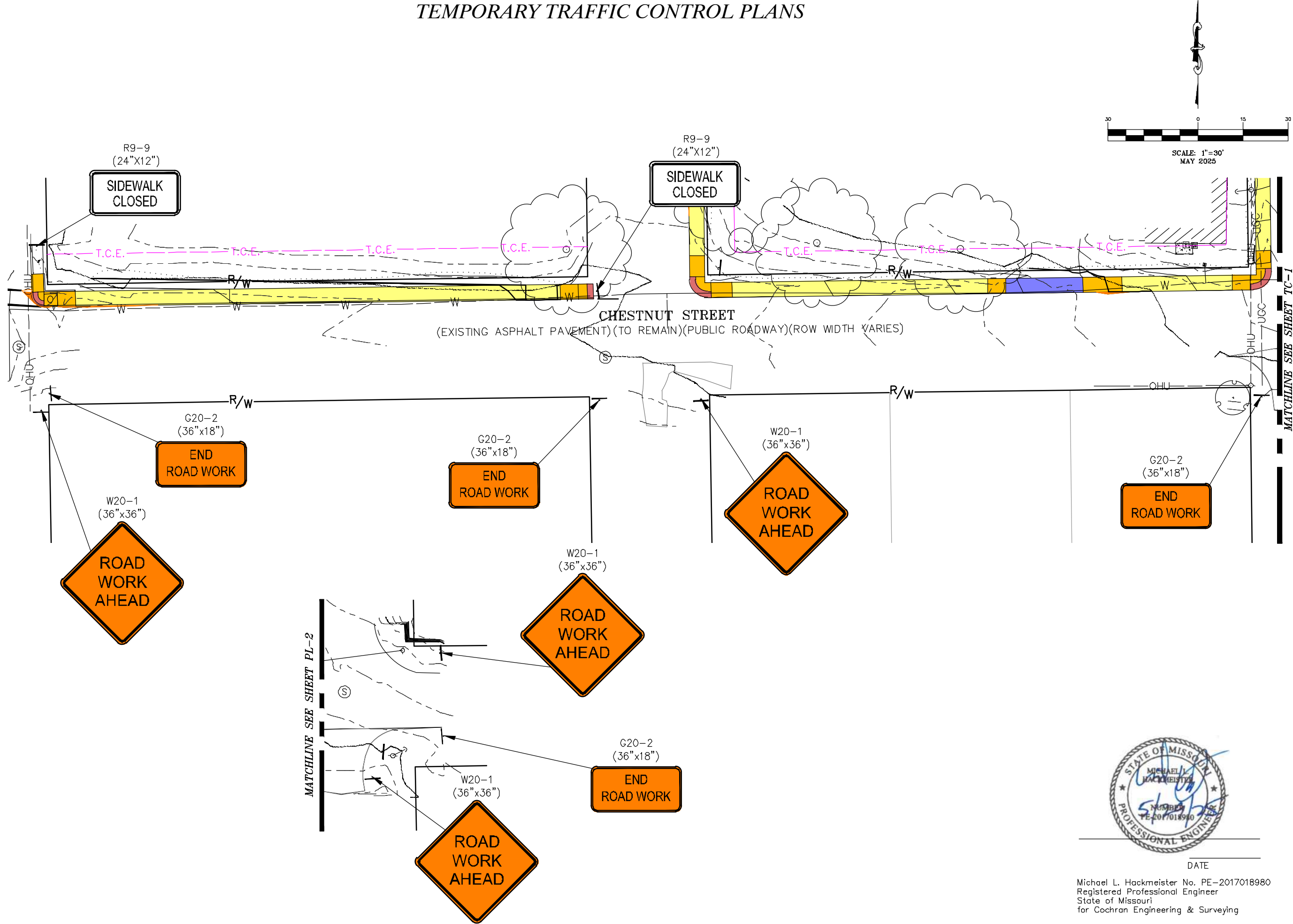
*SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI*

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DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_10\_TEMPORARY TRAFFIC CONTROL PLANNING LAYOUT TAB: TC-1 PLOTTED ON: May 30, 2025 - 4:09pm PLOTTED BY: Hahnburg

TEMPORARY TRAFFIC CONTROL PLANS



Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

636-332-4574 (tel.)  
636-327-0760 (fax)  
www.cochranengineering.com

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North Office  
8 East Main Street  
Wentzville, Missouri 63385

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001000046

Three working days prior to  
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utility location information.

All OSHA rules & regulations  
established for the type of  
construction required by these  
plans shall be strictly followed  
(e.g. Trenching, Shoring, etc.)

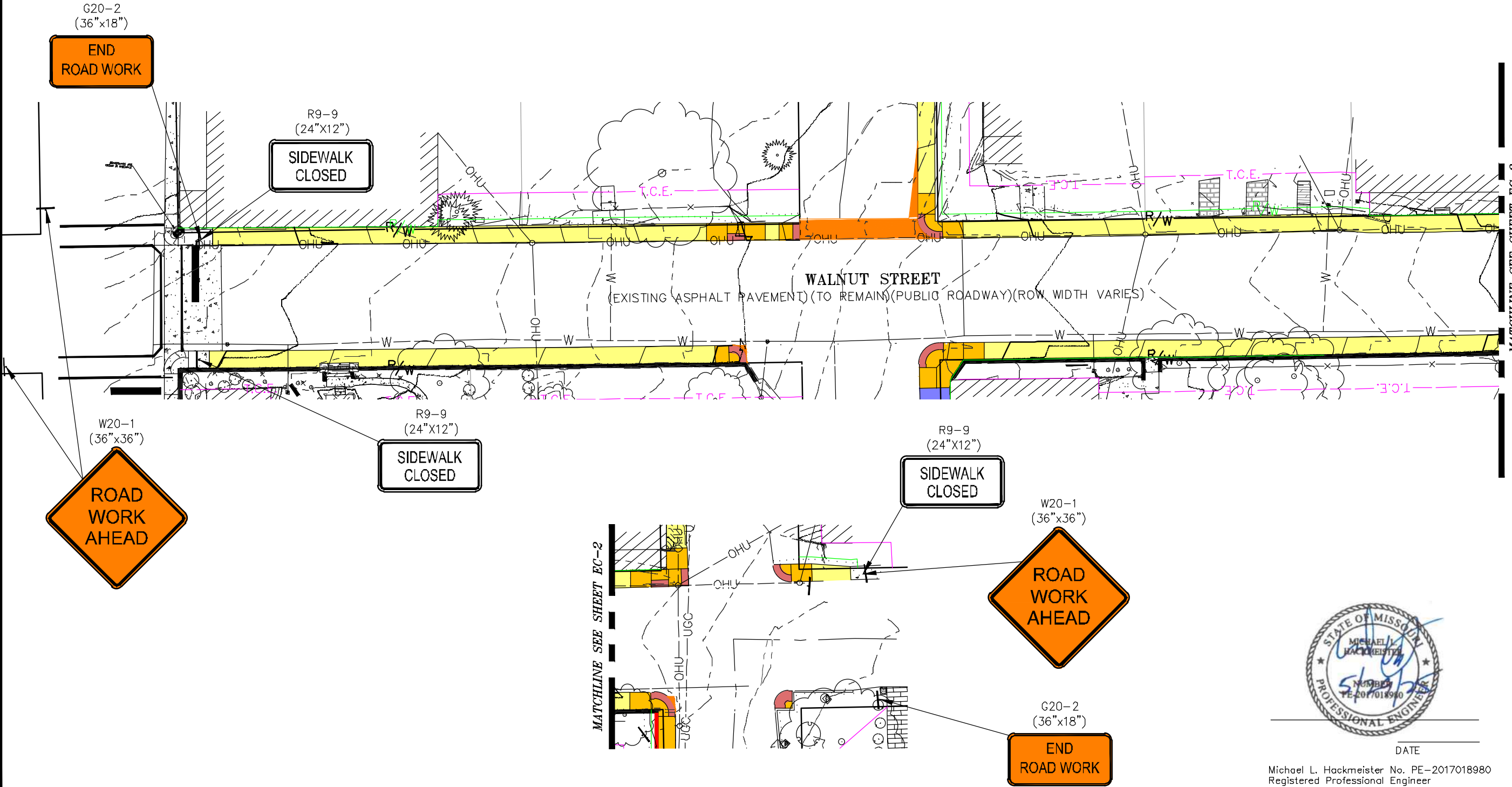
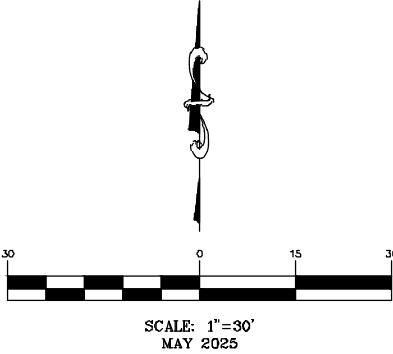
TEMPORARY TRAFFIC CONTROL PLANS

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	HNG		MLH
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SCALE: 1"=30'			
PROJ. NO: M22-8541			
DWG. NO:			

TC-1

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TEMPORARY TRAFFIC CONTROL PLANS



DATE \_\_\_\_\_  
Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

SIDEWALK IMPROVEMENTS

TAP-7303(620)

AUGUSTA, MISSOURI

TEMPORARY TRAFFIC CONTROL PLANS

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DATE: MAY 2025  
SCALE: 1"=30'  
PROJ. NO: M22-8541  
DRWG. NO: TC-2

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636-327-0760 (fax)  
www.cochranengineering.com

**COCHRAN**

North Office  
8 East Main Street  
Wentzville, Missouri 63385

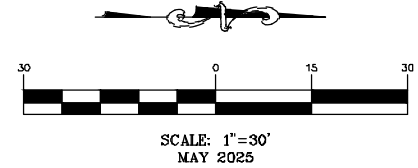
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- Master Planning

Missouri State Certificate  
of Authority Numbers:  
0010000046

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(e.g. Trenching, Blasting, etc.)

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 LAYOUT TAB: TC-3 PLOTTED ON: May 30, 2025 - 4:09pm PLOTTED BY: HighSubaru



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Authority Numbers:  
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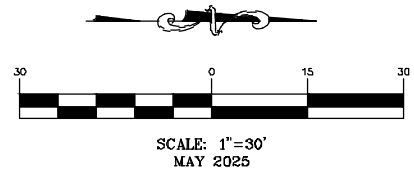
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636-337-0760 (fax)  
www.choranengineering.com

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (i.e. Trenching, Blasting, etc.)

*SIDEWALK IMPROVEMENTS*  
*TAP-7303(620)*  
*AUGUSTA, MISSOURI*

TEMPORARY TRAFFIC CONTROL PLANS	REVISION:		DWG. BY:	APPRD. BY:
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DATE:		MAY 2025		
SCALE:		1"=30'		
PROJ. NO:		M22-8541		
DWG. NO:		TC-3		

*TC-3*



636-332-4574 (tel.)  
636-327-0760 (fax)  
wentmiller@cochraneeng.com

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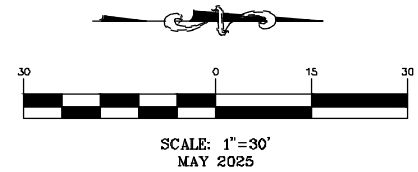


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*SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI*

TEMPORARY TRAFFIC CONTROL PLANS	RETURN:		DATE:		DWN. BY:		APPD. BY:	
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			SCALE:					
			1"=30'					
			PROJ. NO:					
			M22-8541					
			DWG. NO:					



Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

North Office  
8 East Main Street  
Wentzville, Missouri 63385  
636-332-4874 (tel)  
636-327-0760 (fax)  
www.ochran.com

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- Civil Engineering
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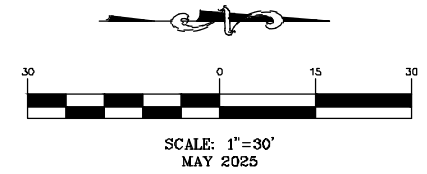
*SIDEWALK IMPROVEMENTS*  
*TAP-7303(620)*  
*AUGUSTA, MISSOURI*

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TC-5



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LAYOUT TAB: TC-6  
PLOTTED ON: May 30, 2025  
PLOTTED BY: Hainsburg



North Office  
6 East Main Street  
Wentzville, Missouri 63985

638-332-4574 (tel)  
638-327-0760 (fax)  
wentzville@kchr.com

■ Civil Engineering  
■ Land Surveying  
■ Architecture  
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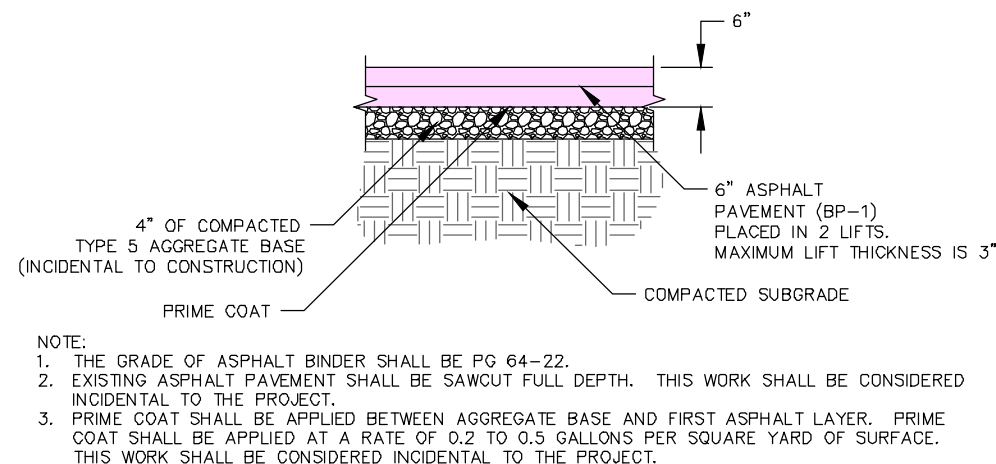
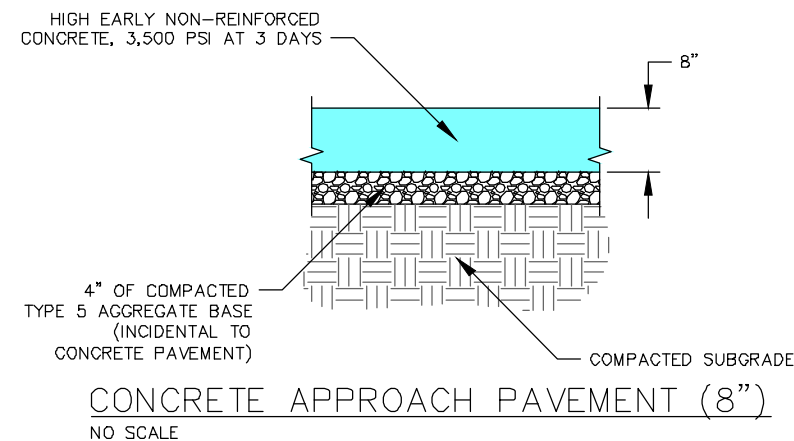
All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

*SIDEWALK IMPROVEMENTS*  
*TAP-7303(620)*  
*AUGUSTA, MISSOURI*

TEMPORARY TRAFFIC CONTROL PLANS	DATE:		DWN. BY:		APPD. BY:	
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*TC-6*

1. PVC SLEEVES SHALL BE INSTALLED FOR THE INSTALLATION OF THE MAILBOX POST PRIOR TO PLACEMENT OF ANY NEW CONCRETE. PVC SLEEVE SHALL BE SCHEDULE 40 PVC. THE LENGTH OF THE SLEEVE SHALL BE THE SAME AS THE THICKNESS OF THE SIDEWALK. THE PVC SLEEVE SHALL BE INSTALLED FLUSH WITH THE FINISH GRADE OF THE SURROUNDING SIDEWALK. BACK FILL THE VOID BETWEEN THE SLEEVE AND POST WITH SAND TO WITHIN 1" OF THE FINISHED SURFACE. FILL THE FINAL 1" WITH GROUT.



Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

Three working days prior to the start of any excavation on this site, contractor shall call 1-800-DIG-RTI for utility location information.

*SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI*

## SIDEWALK AND CURB RAMP DETAILS

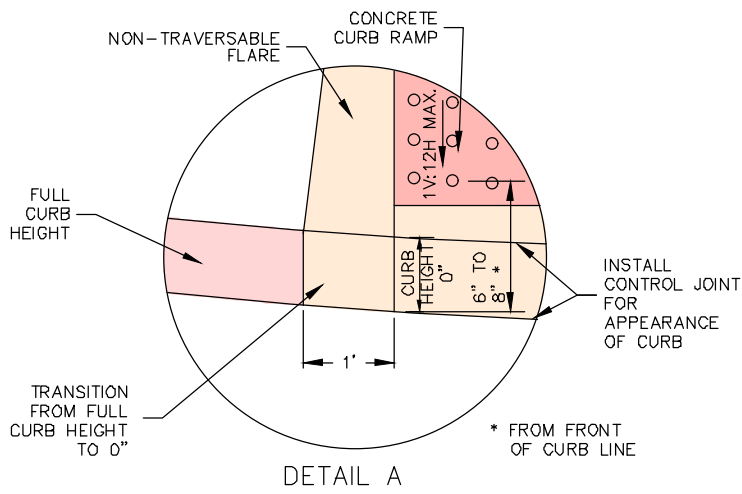
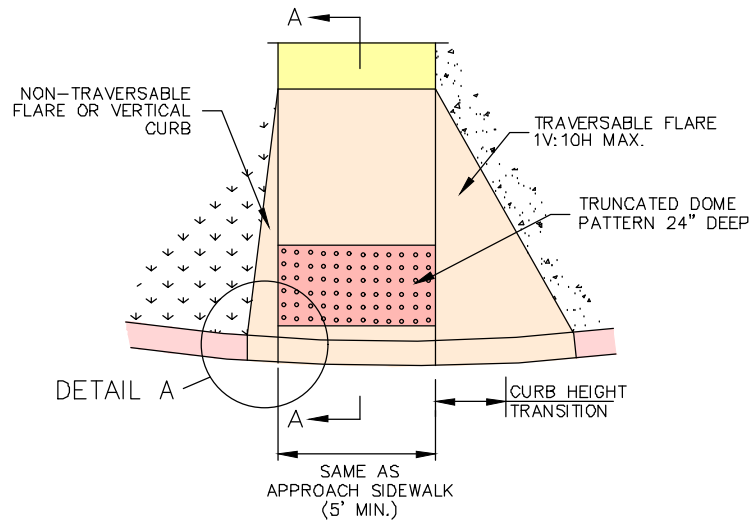
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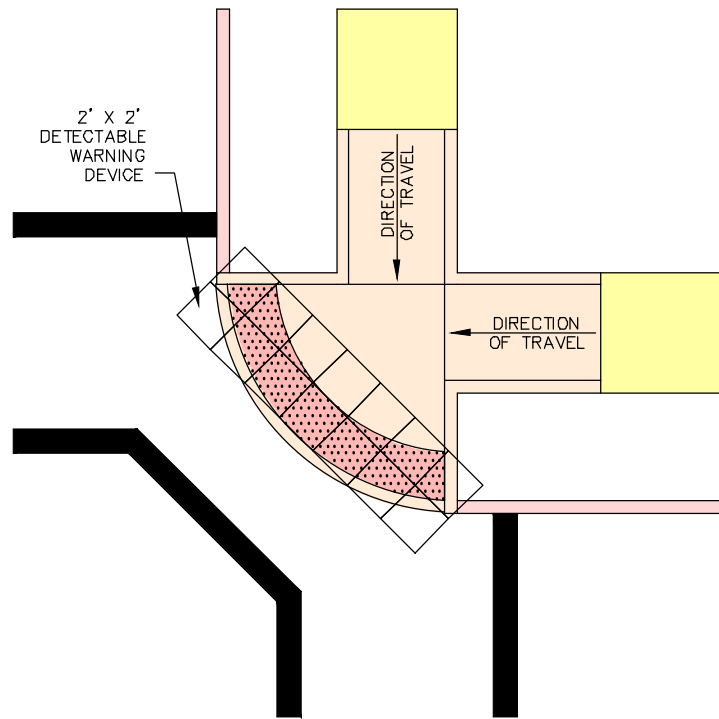
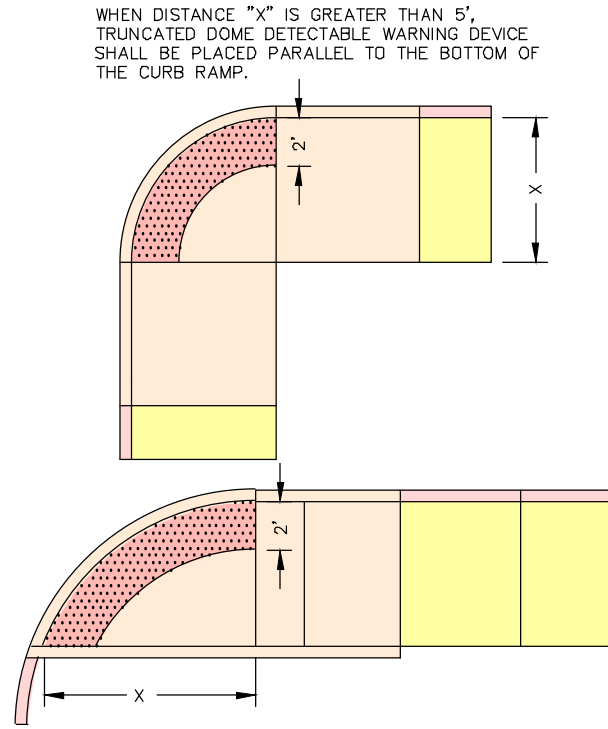
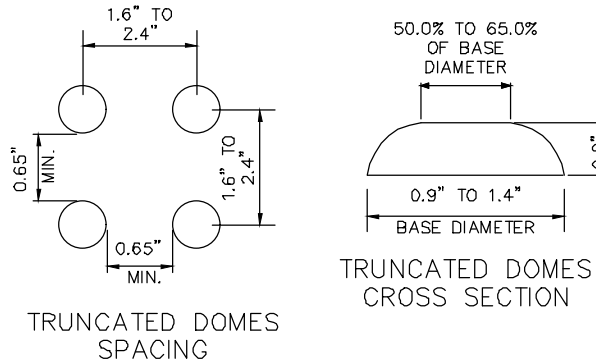
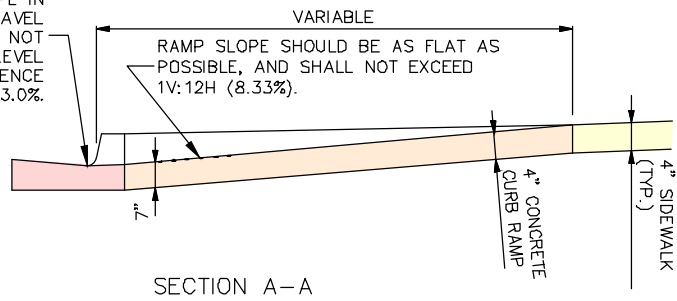




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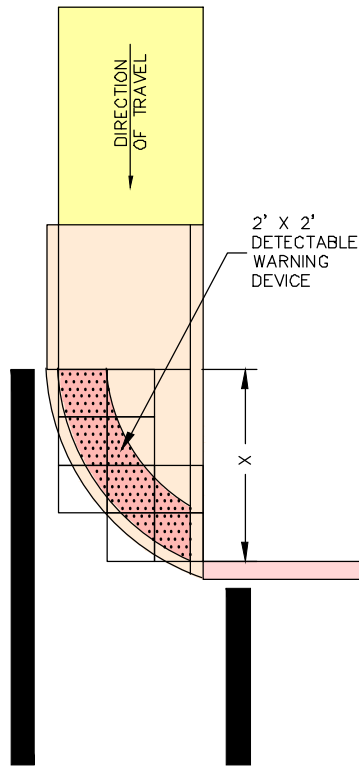
ALGEBRAIC DIFFERENCE BETWEEN PAVEMENT OR GUTTER SLOPE IN DIRECTION OF PEDESTRIAN TRAVEL AND CURB RAMP SLOPE SHALL NOT EXCEED 13.0%. PROVIDE 24" LEVEL LANDING IF ALGEBRAIC DIFFERENCE EXCEEDS 13.0%.



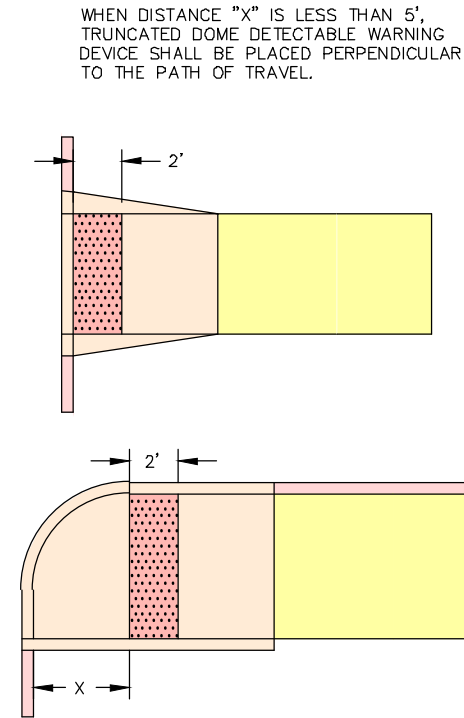
DETECTABLE WARNING DEVICE  
LAYOUT FOR 2 DIRECTION RAMP  
NO SCALE

#### NOTES:

1. CONTRACTOR MUST TRIM THE DETECTABLE WARNING PANELS TO PROVIDE A 2' DEEP STRIP THAT IS THE FULL WIDTH OF THE RAMP AND FOLLOWS THE CURVATURE OF THE CURB.
2. 2' X 2' DETECTABLE WARNING PANEL IS FOR REFERENCE ONLY. CONTRACTOR MAY USE ALTERNATE SIZED PANELS TO MINIMIZE CUTTING.
3. THE DETECTABLE WARNING DEVICE LAYOUT FOR 1 DIRECTIONAL RAMP MUST BE USED WHEN THE "X" DIMENSION IS GREATER THAN 5 FEET. WHEN "X" IS LESS THAN 5 FEET, THE DETECTABLE WARNING DEVICES SHALL BE AT THE BOTTOM OF THE RAMP AND PARALLEL TO THE DIRECTION OF TRAVEL.



DETECTABLE WARNING DEVICE  
LAYOUT FOR 1 DIRECTION RAMP  
NO SCALE



DETECTABLE WARNING DEVICE  
PLACEMENT ON RAMP  
NO SCALE



DATE

Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI

SIDEWALK AND CURB RAMP DETAILS

DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
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North Office  
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636-332-4574 (tel.)  
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Missouri State Certificate  
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DE-3



DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_11\_SIDEWALK AND RAMP DETAILS.dwg LAYOUT TAB: DE-5 PLOTTED ON: May 30, 2025 - 4:09pm PLOTTED BY: Hignsburg

LEGEND

- 1.0% MIN., 2.0% MAX. CROSS SLOPE.
- LANDING AREA. MIN. 5' X 5' WITH 1.0% MIN., 2.0% MAX. SLOPE IN ANY DIRECTION.
- MAX. RAMP SLOPE IS 1V:12H (8.33%) AND HAVE A CROSS SLOPE OF 1.0% MIN., 2.0% MAX.
- DETECTABLE WARNING DEVICE. EXTEND 2' IN DIRECTION OF TRAVEL.

KEYED NOTES

- (1) VARIABLE CURB HEIGHT. CURB MAY BE ELIMINATED IF UNNECESSARY AND APPROVED BY THE ENGINEER
- (2) SEE PLAN SHEETS FOR WIDTH. SIDEWALKS AT CURB SHALL BE A MINIMUM OF 5', WIDE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- (3) FLARE MAX. SLOPE IS 1V:10H WHEN MEASURED PARALLEL TO CURB LINE.
- (4) CURB HEIGHT BETWEEN THE FLARES MAY RANGE BETWEEN 3" AND 6" AS NECESSARY WITH APPROVAL FROM THE ENGINEER.
- (5) CHAMFER CORNERS AT 45 DEGREE ANGLE.

CURB RAMP GENERAL NOTES:

ALL AREAS OF THE PEDESTRIAN ACCESS ROUTE MUST BE COMPLIANT WITH THE "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG)". EXCEPTIONS MUST BE APPROVED BY THE ENGINEER.

FINISHED SIDEWALK SHALL BE STABLE, SLIP RESISTANT AND SURFACE DOES NOT POND WATER.

SIDEWALK AND RAMP CROSS SLOPES SHALL BE A MINIMUM OF 1.0% TO FACILITATE DRAINAGE AND A MAXIMUM OF 2.0% TO BE USABLE FOR DISABLED INDIVIDUALS.

STORMWATER INLETS, SIGNS, POSTS, MANHOLE COVERS, PULL BOXES AND OTHER ACCESS LIDS SHOULD BE AVOIDED WITHIN THE SIDEWALK. IF SUCH A LOCATION IS NECESSARY, THE FEATURE MUST MEET ADA STANDARDS.

THE RUNNING GRADE OF A SIDEWALK SHALL NOT EXCEED 5.0% UNLESS IT IS MATCHING THE GRADE OF THE ADJACENT ROADWAY.

ALL RAMPS SHALL NOT HAVE RUNNING SLOPES GREATER THAN 8.33% OR 1V:12H. RAMP LENGTH NOT REQUIRED TO EXCEED 15 FEET.

PEDESTRIAN ACCESS ROUTE SHALL CONTINUE ACROSS DRIVEWAYS.

LANDINGS SHALL BE CONSTRUCTED AT THE TOP AND/OR BOTTOM OF A CURB RAMP WHEREVER A TURNING MOVEMENT OR ACCESS TO PEDESTRIAN PUSH BUTTON IS REQUIRED.

LANDINGS LOCATED IN THE ROADWAY MUST BE COMPLETELY CONTAINED WITHIN THE CROSSWALK.

SIDE FLARES OF CURB RAMPS, IN THE PATH OF PEDESTRIAN TRAVEL (TRAVERSABLE), SHALL NOT EXCEED A SLOPE OF 1V:10H. SIDE FLARES OUTSIDE THE PEDESTRIAN PATH (NONTRAVERSABLE) MAY BE 1V:2H OR VERTICAL.

TRANSITION FROM SIDEWALK TO GUTTER TO ROADWAY MUST BE FLUSH.

DETECTABLE WARNING DEVICE (TRUNCATED DOMES) SHALL BE PRE-FORMED AND INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS, AT PUBLIC STREET INTERSECTIONS AND ANY SIGNALIZED INTERSECTIONS. STAMPED CONCRETE WILL NOT BE ACCEPTED.

THE DETECTABLE WARNING DEVICE SHALL BE RED. TRUNCATED DOMES SHALL SPAN THE FULL WIDTH (WITHIN 2") OF THE RAMP OR LANDING.

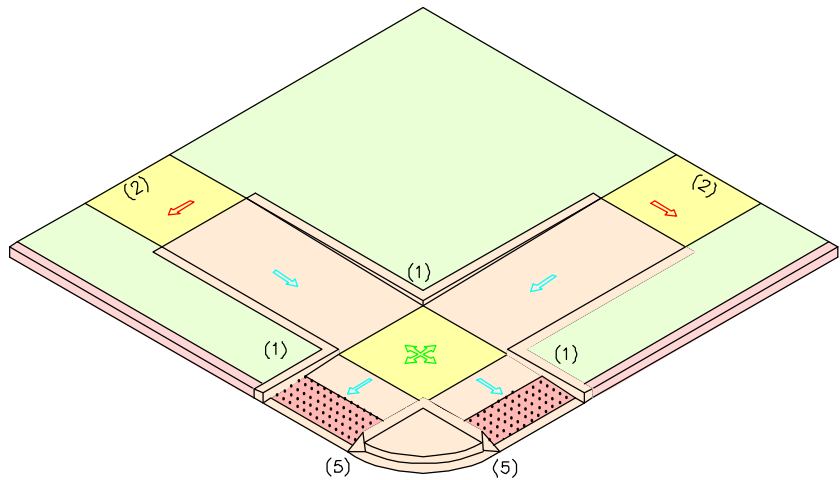
DETECTABLE WARNING DOMES SHALL BE ALIGNED PARALLEL TO THE SLOPE WHEN INSTALLED ON A RAMP. WHEN INSTALLED ON A LANDING OR BLENDED TRANSITION, THEY SHALL BE ALIGNED PERPENDICULAR OR RADIAL TO THE BREAK BETWEEN THE RAMP, LANDING OR BLENDED TRANSITION AND THE STREET.

WHEN IT IS TECHNICALLY NOT FEASIBLE TO CONSTRUCT 1V:12H RAMP SLOPE, WHILE ALTERING EXISTING PEDESTRIAN FACILITIES, A SLOPE BETWEEN 1V:12H AND 1V:10H IS PERMISSIBLE FOR A MAXIMUM RISE OF 6", AND A SLOPE BETWEEN 1V:10H AND 1V:8H IS PERMISSIBLE FOR A MAXIMUM RISE OF 3".

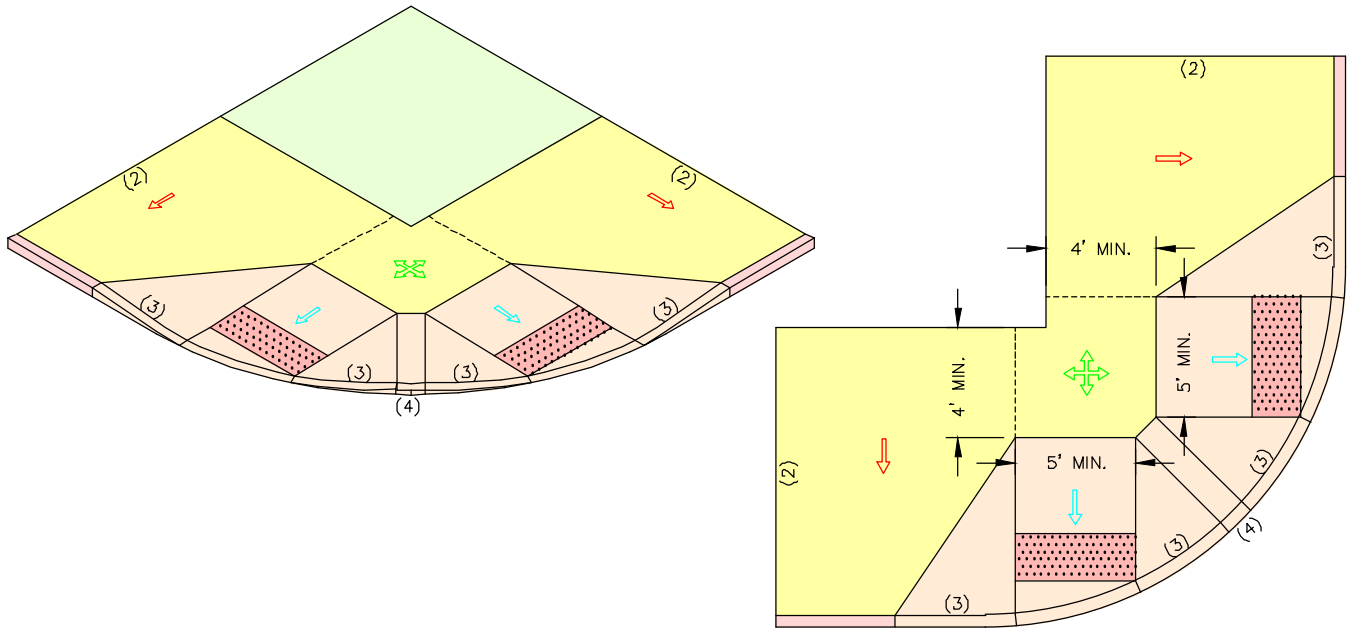
IF CONSTRUCTION OF 5' X 5' LANDING IS NOT FEASIBLE, 4' X 4' LANDING MAY BE USED WITH APPROVAL FROM THE ENGINEER.

RAMP WIDTH MAY BE REDUCED TO 4' WITH APPROVAL OF THE ENGINEER.

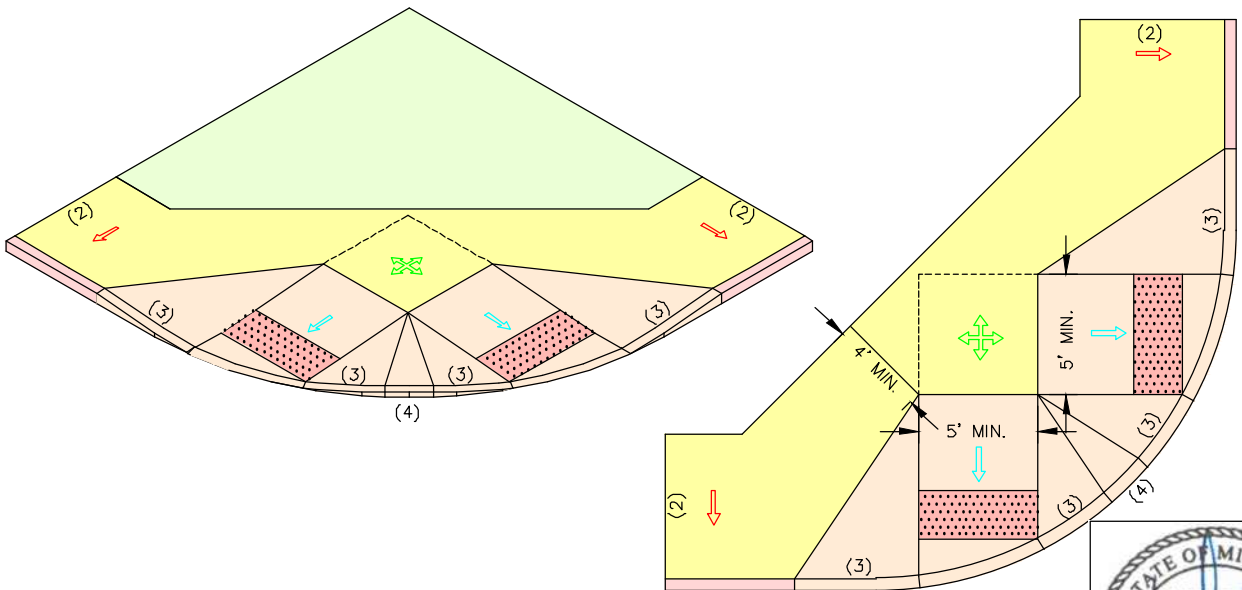
CURB RAMPS AND INTEGRAL CURBS THAT ARE PART OF RAMPS SHALL BE INCLUDED IN THE UNIT BID PRICE FOR CONCRETE SIDEWALK.



TYPE A6 CURB RAMP  
PERPENDICULAR WITH SMALL TREE LAWN  
(LESS THAN 6')  
NO SCALE



TYPE B1 CURB RAMP  
PERPENDICULAR, FOR WIDE  
SIDEWALK, NO TREE LAWN  
NO SCALE



TYPE B2 CURB RAMP  
PERPENDICULAR, FOR NARROW  
SIDEWALK, NO TREE LAWN  
NO SCALE



DATE

Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

SIDEWALK IMPROVEMENTS

TAP-7303(620)

AUGUSTA, MISSOURI

SIDEWALK AND CURB RAMP DETAILS

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636-332-4574 (tel.)  
636-327-0760 (fax)  
www.cochranengineering.com

North Office  
8 East Main Street  
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**COCHRAN**

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0010000046

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Three working days prior to the start of any excavation or construction, the contractor shall call 1-800-THE-811 for utility location information.

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (e.g. Trenching, Shoring, etc.)







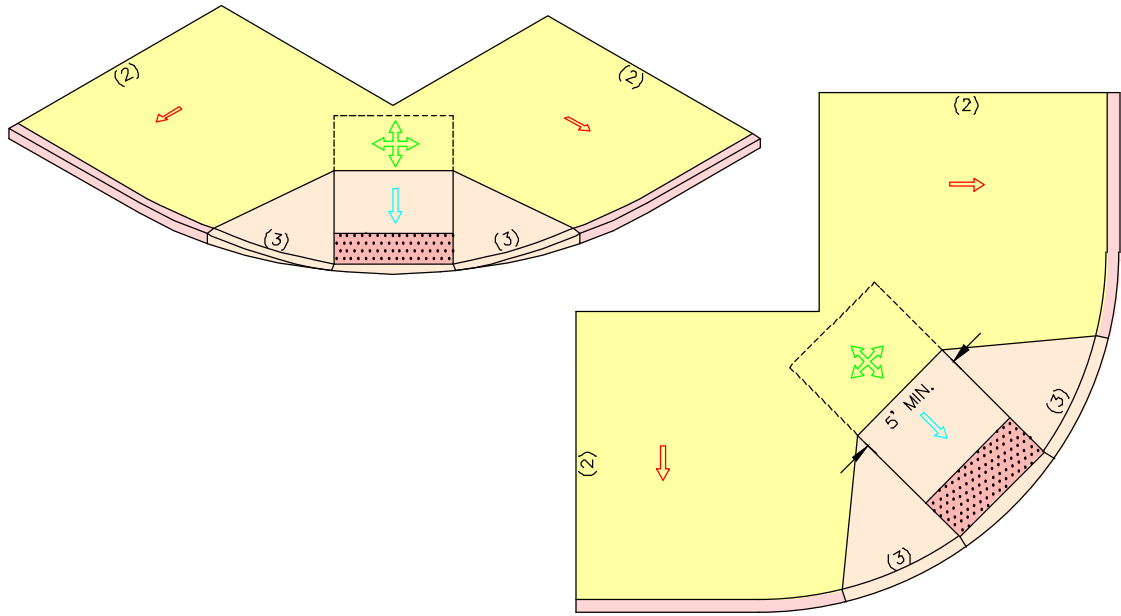
DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_11\_SIDEWALK AND RAMP DETAILS.dwg LAYOUT TAB: DE-8 PLOTTED ON: May 30, 2025 - 4:09pm PLOTTED BY: Hignsburg

LEGEND

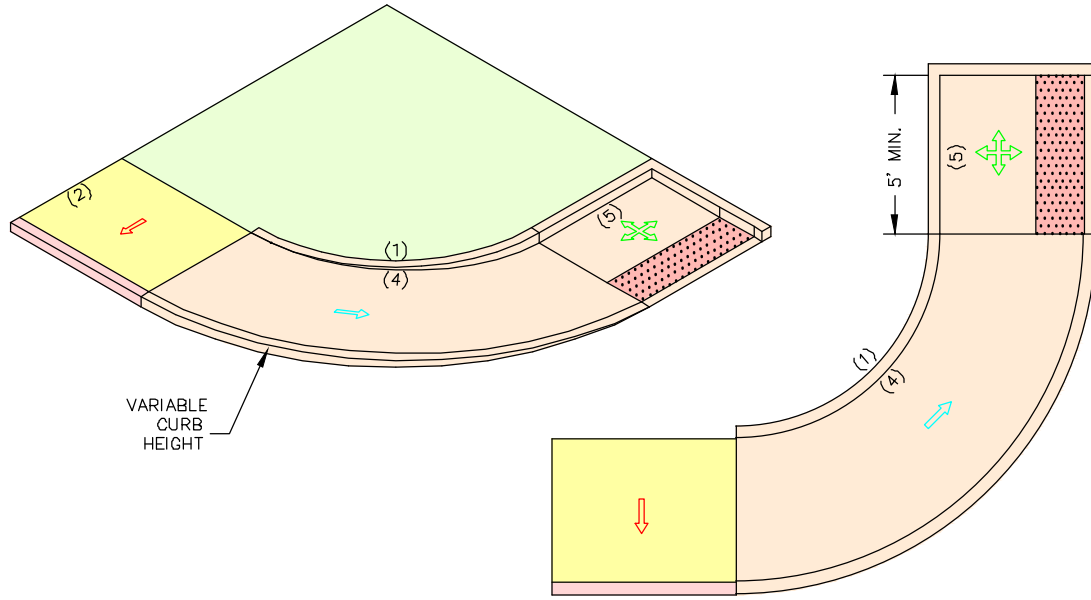
- 1.0% MIN., 2.0% MAX. CROSS SLOPE.
- LANDING AREA. MIN. 5' X 5' WITH 1.0% MIN., 2.0% MAX. SLOPE IN ANY DIRECTION.
- MAX. RAMP SLOPE IS 1V:12H (8.33%) AND HAVE A CROSS SLOPE OF 1.0% MIN., 2.0% MAX.
- DETECTABLE WARNING DEVICE. EXTEND 2' IN DIRECTION OF TRAVEL.

KEYED NOTES

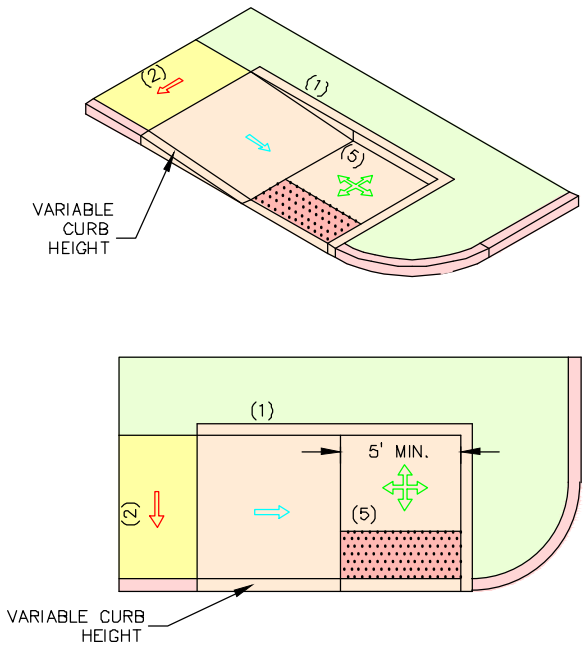
- (1) VARIABLE CURB HEIGHT. CURB MAY BE ELIMINATED IF UNNECESSARY AND APPROVED BY THE ENGINEER.
- (2) SEE PLAN SHEETS FOR WIDTH. SIDEWALKS AT CURB SHALL BE A MINIMUM OF 5', WIDE UNLESS OTHERWISE APPROVED BY THE ENGINEER.
- (3) FLARE MAX. SLOPE IS 1V:10H WHEN MEASURED PARALLEL TO CURB LINE.
- (4) ENSURE THAT INSIDE EDGE OF CURVED RAMPS MAINTAIN A 1V:12H (8.33%) MAX. SLOPE.
- (5) ENSURE ADEQUATE DRAINAGE OF LANDING AREA. SLOPES SHALL NOT CREATE A LANDING AREA THAT HOLDS WATER.



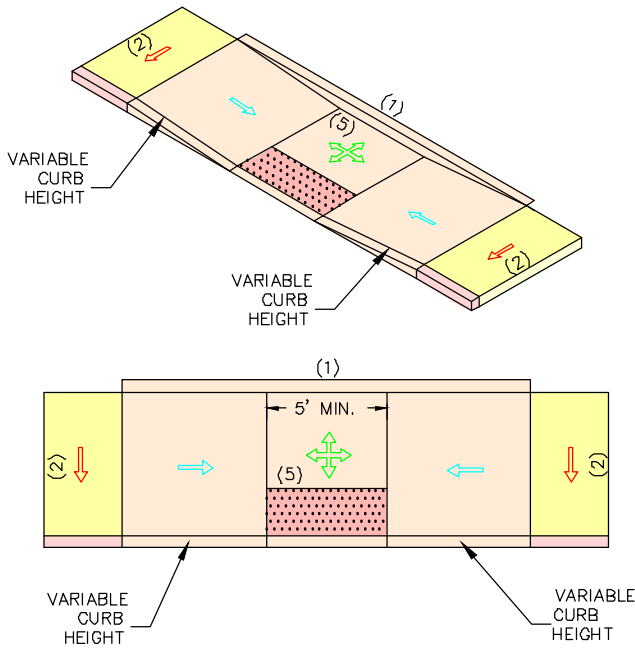
TYPE F2 CURB RAMP  
DIAGONAL FOR WIDE SIDEWALKS  
NO SCALE



TYPE G1 CURB RAMP  
PARALLEL AT INTERSECTION  
NO SCALE



TYPE G2 CURB RAMP  
PARALLEL, CHANGING DIRECTION  
NO SCALE



TYPE G3 CURB RAMP  
PARALLEL, MIDBLOCK  
NO SCALE



Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

CURB RAMP GENERAL NOTES:

ALL AREAS OF THE PEDESTRIAN ACCESS ROUTE MUST BE COMPLIANT WITH THE "AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES (ADAAG)". EXCEPTIONS MUST BE APPROVED BY THE ENGINEER.

FINISHED SIDEWALK SHALL BE STABLE, SLIP RESISTANT AND SURFACE DOES NOT POND WATER.

SIDEWALK AND RAMP CROSS SLOPES SHALL BE A MINIMUM OF 1.0% TO FACILITATE DRAINAGE AND A MAXIMUM OF 2.0% TO BE USABLE FOR DISABLED INDIVIDUALS.

STORMWATER INLETS, SIGNS, POSTS, MANHOLE COVERS, PULL BOXES AND OTHER ACCESS LIDS SHOULD BE AVOIDED WITHIN THE SIDEWALK. IF SUCH A LOCATION IS NECESSARY, THE FEATURE MUST MEET ADA STANDARDS.

THE RUNNING GRADE OF A SIDEWALK SHALL NOT EXCEED 5.0% UNLESS IT IS MATCHING THE GRADE OF THE ADJACENT ROADWAY.

ALL RAMPS SHALL NOT HAVE RUNNING SLOPES GREATER THAN 8.33% OR 1V:12H. RAMP LENGTH NOT REQUIRED TO EXCEED 15 FEET.

PEDESTRIAN ACCESS ROUTE SHALL CONTINUE ACROSS DRIVEWAYS.

LANDINGS SHALL BE CONSTRUCTED AT THE TOP AND/OR BOTTOM OF A CURB RAMP WHEREVER A TURNING MOVEMENT OR ACCESS TO PEDESTRIAN PUSH BUTTON IS REQUIRED.

LANDINGS LOCATED IN THE ROADWAY MUST BE COMPLETELY CONTAINED WITHIN THE CROSSWALK.

SIDE FLARES OF CURB RAMPS, IN THE PATH OF PEDESTRIAN TRAVEL (TRAVERSABLE), SHALL NOT EXCEED A SLOPE OF 1V:10H. SIDE FLARES OUTSIDE THE PEDESTRIAN PATH (NONTRAVERSABLE) MAY BE 1V:2H OR VERTICAL.

TRANSITION FROM SIDEWALK TO GUTTER TO ROADWAY MUST BE FLUSH.

DETECTABLE WARNING DEVICE (TRUNCATED DOMES) SHALL BE PRE-FORMED AND INSTALLED AS PER MANUFACTURER'S RECOMMENDATIONS, AT PUBLIC STREET INTERSECTIONS AND ANY SIGNALIZED INTERSECTIONS. STAMPED CONCRETE WILL NOT BE ACCEPTED.

THE DETECTABLE WARNING DEVICE SHALL BE RED. TRUNCATED DOMES SHALL SPAN THE FULL WIDTH (WITHIN 2") OF THE RAMP OR LANDING.

DETECTABLE WARNING DOMES SHALL BE ALIGNED PARALLEL TO THE SLOPE WHEN INSTALLED ON A RAMP. WHEN INSTALLED ON A LANDING OR BLENDED TRANSITION, THEY SHALL BE ALIGNED PERPENDICULAR OR RADIAL TO THE BREAK BETWEEN THE RAMP, LANDING OR BLENDED TRANSITION AND THE STREET.

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SIDEWALK IMPROVEMENTS

TAP-7303(620)

AUGUSTA, MISSOURI

SIDEWALK AND CURB RAMP DETAILS

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Three working days prior to the start of any excavation, the contractor shall call 1-800-THE-811 for utility location information.

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (ie. Trenching, Blasting, etc.)











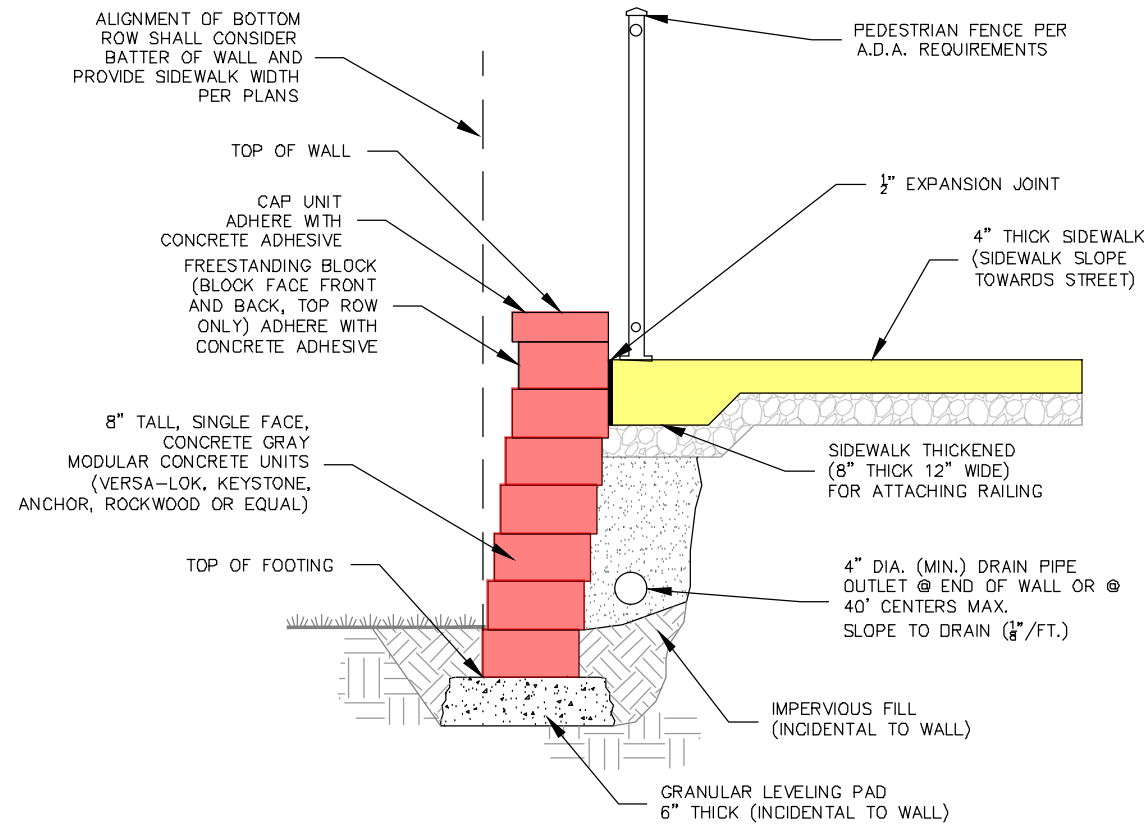




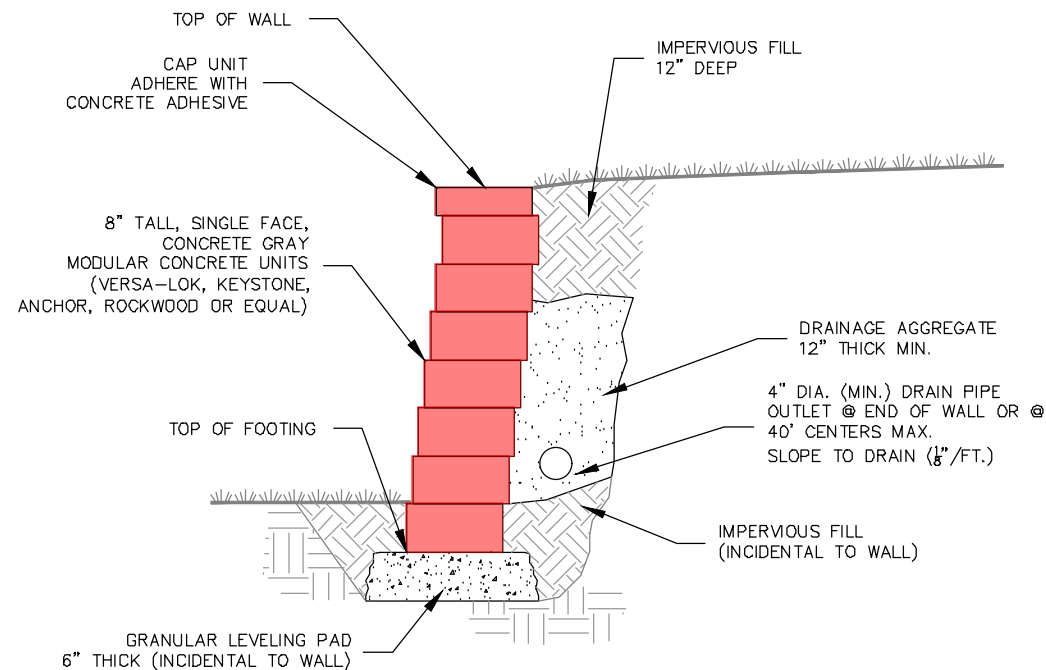




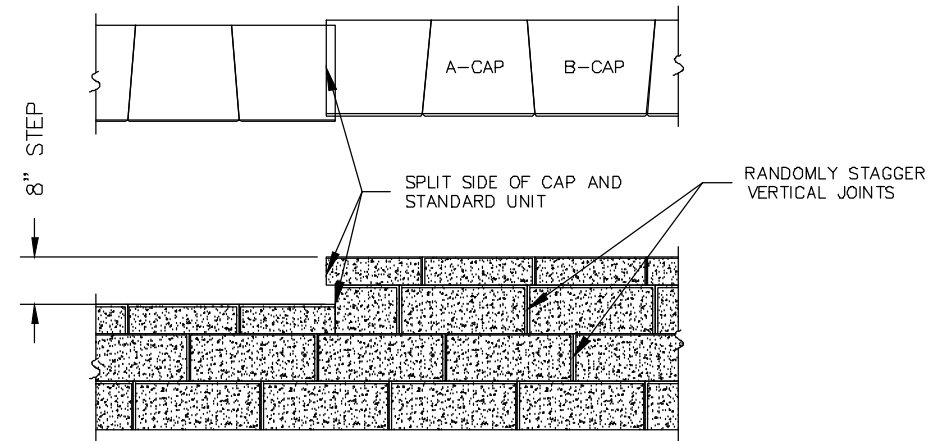
DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_13\_WALL DETAILS.dwg LAYOUT TAB: DE-15 PLOTTED ON: May 30, 2025 - 4:09pm PLOTTED BY: Hnghburg



TYPICAL WALL SECTION – ADJACENT TO SIDEWALK  
NO SCALE



TYPICAL WALL SECTION – UNREINFORCED RETAINING WALL  
NO SCALE



CAPPING DETAIL – PROFILE  
NO SCALE



Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

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**COCHRAN**

North Office  
8 East Main Street  
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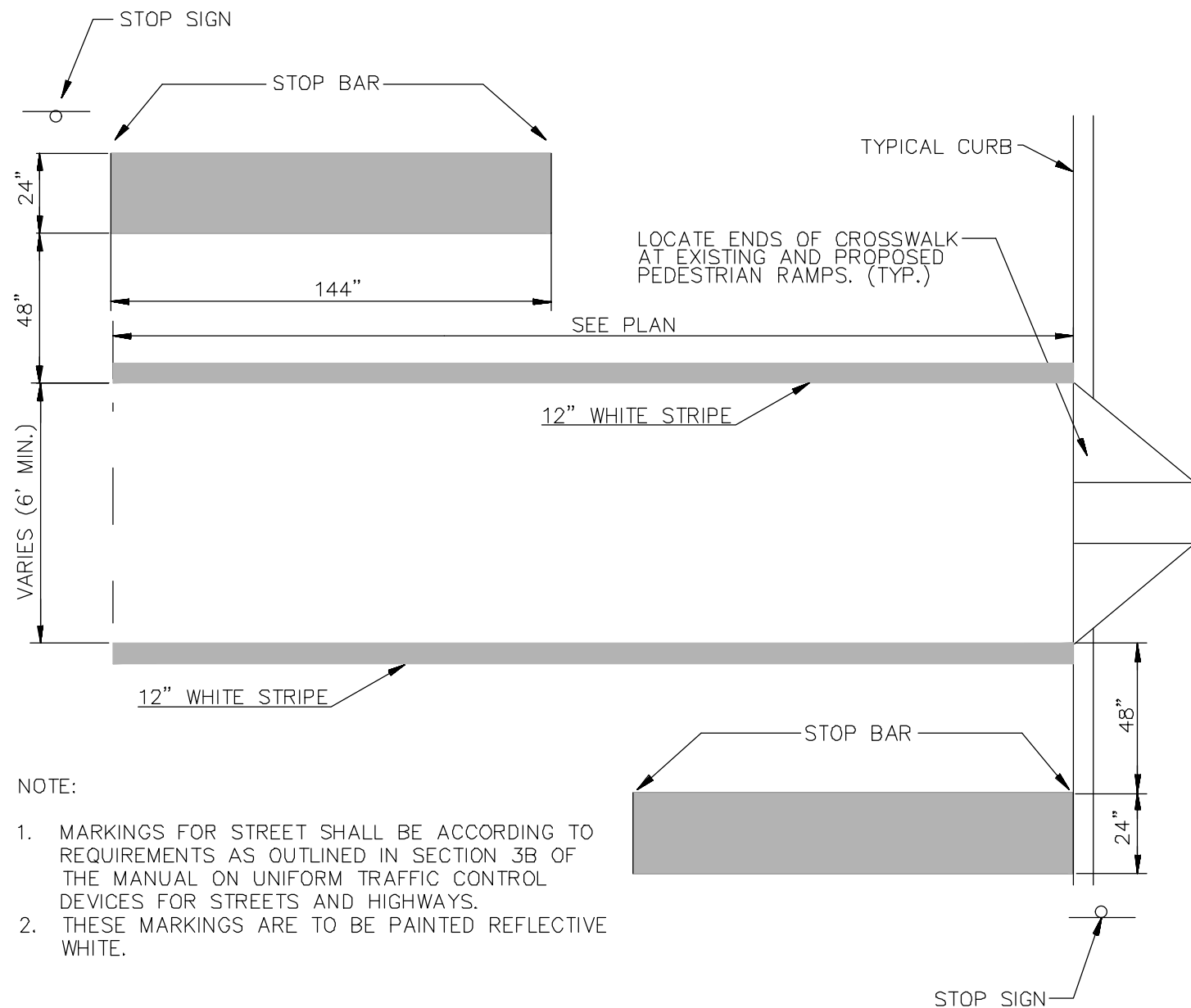
Three working days prior to  
the start of any excavation  
work, the contractor shall  
call 1-800-486-8171 for  
utility location information.

All OSHA rules & regulations  
established for the type of  
construction required by these  
plans shall be strictly followed  
(e.g. Trenching, Blasting, etc.)

**SIDEWALK IMPROVEMENTS**  
**TAP-7303(620)**  
**AUGUSTA, MISSOURI**

WALL DETAILS	DATE:	DATE:	DATE:	DATE:
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DRWN. BY:	HNG	APPR. BY:	MLH	
DATE:	MAY 2025	SCALE:	NONE	
PROJ. NO.:	M22-8541	DWG. NO.:	DE-15	

Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying



# CROSSWALK MARKINGS

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## NO SCALE

NOTE:

1. MARKINGS FOR STREET SHALL BE ACCORDING TO REQUIREMENTS AS OUTLINED IN SECTION 3B OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS.
2. THESE MARKINGS ARE TO BE PAINTED REFLECTIVE WHITE.

North Office  
8 East Main Street  
Winifred, Missouri 63385

**DOCHRAN**

636-332-4874 (tel)  
636-327-0760 (fax)  
serv@dochransurveying.com

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
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- Master Planning

Missouri State Certificate of Authority Numbers:  
201000046

Three working days prior to the start of any excavation on this site, contractor shall call 1-800-DIG-RIE for utility location information.

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

*SIDEWALK IMPROVEMENTS*  
*TAP-7303(620)*  
*AUGUSTA, MISSOURI*

[illegible]

GENERAL EROSION NOTES:

1. ALL CONTRACTORS AND SUBCONTRACTORS INVOLVED WITH STORM WATER POLLUTION PREVENTION SHALL OBTAIN A COPY OF THE STORM WATER POLLUTION PREVENTION PLAN AND THE STATE OF MISSOURI NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM GENERAL PERMIT (NPDES PERMIT) AND BECOME FAMILIAR WITH THEIR CONTENTS.
2. CONTRACTOR SHALL IMPLEMENT BEST MANAGEMENT PRACTICES AS REQUIRED BY THE SWPPP. ADDITIONAL BEST MANAGEMENT PRACTICES SHALL BE IMPLEMENTED AS DICTATED BY CONDITIONS AT NO ADDITIONAL COST OF OWNER THROUGHOUT ALL PHASES OF CONSTRUCTION.
3. BEST MANAGEMENT PRACTICES (BMP'S) AND CONTROLS SHALL CONFORM TO FEDERAL, STATE, OR LOCAL REQUIREMENTS OR MANUAL OF PRACTICE, AS APPLICABLE CONTRACTOR SHALL IMPLEMENT ADDITIONAL CONTROLS AS DIRECTED BY PERMITTING AGENCY OR OWNER.
4. SITE MAP MUST CLEARLY DELINEATE ALL STATE WATERS.
5. CONTRACTOR SHALL MINIMIZE CLEARING TO THE MAXIMUM EXTENT PRACTICAL OR AS REQUIRED BY THE GENERAL PERMIT.
6. GENERAL CONTRACTOR SHALL DENOTE ON PLAN THE TEMPORARY PARKING AND STORAGE AREA WHICH SHALL ALSO BE USED AS THE EQUIPMENT MAINTENANCE AND CLEANING AREA, EMPLOYEE PARKING AREA, AND AREA FOR LOCATING PORTABLE FACILITIES, OFFICE TRAILERS, AND TOILET FACILITIES.
7. ALL WASH WATER (CONCRETE TRUCKS, VEHICLE CLEANING, EQUIPMENT CLEANING, ETC.) SHALL BE DETAINED AND PROPERLY TREATED OR DISPOSED.
8. SUFFICIENT OIL AND GREASE ABSORBING MATERIALS AND FLOATATION BOOMS SHALL BE MAINTAINED ON SITE OR READILY AVAILABLE TO CONTAIN AND CLEAN-UP FUEL OR CHEMICAL SPILLS AND LEAKS.
9. DUST ON THE SITE SHALL BE CONTROLLED. THE USE OF MOTOR OILS AND OTHER PETROLEUM BASED OR TOXIC LIQUIDS FOR DUST SUPPRESSION OPERATIONS IS PROHIBITED.
10. RUBBISH, TRASH, GARBAGE, LITTER, OR OTHER SUCH MATERIALS SHALL BE DEPOSITED INTO SEALED CONTAINERS. MATERIALS SHALL BE PREVENTED FROM LEAVING THE PREMISES THROUGH THE ACTION OF WIND OR STORM WATER DISCHARGE INTO DRAINAGE DITCHES OR WATERS OF THE STATE.
11. THE LOCAL AGENCY(IES) MUST BE NOTIFIED AT LEAST FORTY-EIGHT HOURS PRIOR TO THE COMMENCEMENT OF ANY GRADING OPERATIONS.
12. NO GRADED AREA IS TO REMAIN WITHOUT VEGETATIVE GROUND COVER FOR MORE THAN THIRTY (30) DAYS WITHOUT BEING SEEDED AND MULCHED OR SODDED.
13. DISTURBED PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY HAS STOPPED FOR AT LEAST 14 DAYS, SHALL BE TEMPORARILY SEEDED. THESE AREAS SHALL BE SEEDED NO LATER THAN 14 DAYS FROM THE LAST CONSTRUCTION ACTIVITY OCCURRING IN THESE AREAS.
14. ALL MATERIALS SPILLED, DROPPED, WASHED, OR TRACKED FROM VEHICLES ONTO ROADWAYS OR INTO STORM DRAINS MUST BE REMOVED IMMEDIATELY.
15. CONTRACTORS OR SUBCONTRACTORS WILL BE RESPONSIBLE FOR REMOVING ANY SEDIMENT THAT MAY HAVE COLLECTED IN THE STORM SEWER DRAINAGE SYSTEMS IN CONJUNCTION WITH THE STABILIZATION OF THE SITE.
16. SLOPES SHALL BE LEFT IN A ROUGHENED CONDITION DURING THE GRADING PHASE TO REDUCE RUNOFF VELOCITIES AND EROSION.
17. DUE TO THE GRADE CHANGES DURING THE DEVELOPMENT OF THE PROJECT, THE CONTRACTOR SHALL BE RESPONSIBLE FOR ADJUSTING THE EROSION CONTROL MEASURES (SILT FENCES) TO PREVENT EROSION.
18. ALL CONSTRUCTION SHALL BE STABILIZED AT THE END OF EACH WORKING DAY, THIS INCLUDES BACKFILLING OF TRENCHES FOR UTILITY CONSTRUCTION AND PLACEMENT OF GRAVEL OR BITUMINOUS PAVING.

- THE CONTRACTOR SHALL FIELD INVESTIGATE THE ENTIRE SITE PRIOR TO HIS BID SUBMITTAL NOTING THE EXISTING VEGETATION AND TREES AND INCLUDING THE REMOVAL AND DISPOSAL IN HIS BID.
20. THE CONTRACTOR IS SPECIFICALLY CAUTIONED THAT THE LOCATION AND/OR ELEVATION OF EXISTING UTILITIES AS SHOWN ON THESE PLANS IS BASED ON RECORDS OF VARIOUS UTILITY COMPANIES AND, WHERE POSSIBLE, MEASUREMENTS TAKEN IN THE FIELD. THE INFORMATION IS NOT TO BE RELIED ON AS BEING EXACT OR COMPLETE. THE CONTRACTOR MUST CALL THE APPROPRIATE UTILITY COMPANY AT LEAST 48 HOURS BEFORE ANY EXCAVATION TO REQUEST EXACT FIELD LOCATION OF UTILITIES. LOCATION, RELOCATION AND CONNECTION OF THE UTILITIES SHALL BE COORDINATED WITH THE UTILITY COMPANIES.
21. UNDERGROUND STRUCTURES, FACILITIES, AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS. THEREFORE, THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. THERE MAY BE OTHERS, THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN.
22. FLOOD ZONE: THIS SITE FALLS WITHIN UNSHADED "ZONE X", AREA OF MINIMAL FLOOD HAZARD, PER FIRM, FLOOD INSURANCE RATE MAPS, FOR ST. CHARLES COUNTY, MISSOURI AND INCORPORATED AREAS, MAP NUMBERS 29183C0500G, MAPS REVISED OF JANUARY 20, 2016 NOTE: FLOOD ZONES ARE DETERMINED BY SCALING.
23. THE BOUNDARY INFORMATION AND CONTOURS AS SHOWN IS FROM A TOPOGRAPHIC SURVEY PERFORMED BY COCHRAN.
24. TEMPORARY SILTATION CONTROL STRUCTURES SHALL BE MAINTAINED UNTIL A VEGETATIVE COVER OF AREA DISTURBED IS ESTABLISHED AT A SUFFICIENT DENSITY TO PROVIDE EROSION CONTROL ON THE SITE, AS DETERMINED BY THE CITY ENGINEER.
25. WHERE NATURAL VEGETATION IS REMOVED DURING GRADING, VEGETATION SHALL BE REESTABLISHED VEGETATIVE COVER OF AREA DISTURBED AS TO PREVENT EROSION. PERMANENT TYPE GRASSES SHALL BE ESTABLISHED AS SOON AS POSSIBLE OR DURING THE NEXT SEEDING PERIOD AFTER GRADING HAS BEEN COMPLETED.
26. WHEN GRADING OPERATIONS ARE COMPLETED OR SUSPENDED FOR MORE THAN THIRTY (30) DAYS, PERMANENT GRASS MUST BE ESTABLISHED TO VEGETATIVE COVER TO PROVIDE EROSION CONTROL ON THE SITE. BETWEEN PERMANENT GRASS SEEDING PERIODS, TEMPORARY COVER SHALL BE PROVIDED ACCORDING TO THE CITY ENGINEER'S RECOMMENDATIONS. ALL FINISHED GRADES (AREAS NOT TO BE DISTURBED BY FUTURE IMPROVEMENTS) IN TWENTY (20) PERCENT SLOPES (5 HORIZONTAL TO 1 VERTICAL) SHALL BE MULCHED.
27. ALL EROSION AND SEDIMENT CONTROL FACILITIES SHALL BE INSPECTED FOLLOWING EACH RAINSTORM CAUSING SIGNIFICANT RUNOFF, OR BEING OF SUFFICIENT INTENSITY OR DURATION AS TO STOP CONSTRUCTION OR GRADING PROGRESS. THE SEDIMENT CONTROL FACILITIES SHALL BE CLEANED OF SEDIMENT, REPAIRED IF DAMAGED AND RESTORED TO SERVICEABLE CONDITIONS IF:
  1. EROSION SEDIMENT HAS ACCUMULATED IN SILT DEVICES,
  2. SEDIMENT EROSION CONTROL DEVICES HAVE BEEN DAMAGED,
  3. OBVIOUS GULLIES OR SEDIMENT DEPOSITS HAVE BEEN FORMED ON THE DOWNSTREAM SIDE OF CONTROL DEVICES, OR
  4. SEDIMENT HAS BEEN CARRIED BEYOND THE WORKING SITE.
28. THE CONTRACTOR MUST SUPPLY CONSTRUCTION INSPECTORS WITH ALL COPIES OF INTERIM SOIL TESTING REPORTS.
29. ALL FILLED PLACES UNDER PROPOSED STORM AND SANITARY SEWER, PROPOSED ROADS, AND/OR PAVED OR FUTURE PAVED AREAS SHALL BE COMPACTED TO 95% OF MAXIMUM DENSITY AS DETERMINED BY THE STANDARD COMPACTION TEST. ALL FILL PLACED IN PROPOSED ROADS SHALL BE COMPACTED FROM THE BOTTOM OF THE FILL UP. ALL TESTS SHALL BE VERIFIED BY A SOILS ENGINEER CONCURRENT WITH GRADING AND BACK FILLING OPERATIONS.
30. AREA SHALL BE TEMPORARILY RESEEDD AT A RATE OF 6-8 LBS. OF RYE GRASS PER 1000 SQ. FT. FERTILIZER SHALL BE APPLIED AT A RATE OF 50 LBS. PER 10,000 SQ. FT.

EROSION CONTROL NOTES:

1. CONTRACTOR SHALL ASSURE POSITIVE DRAINAGE FROM BUILDINGS FOR ALL NATURAL & PAVED AREAS.
2. ALL UNSURFACED AREAS ARE TO RECEIVE FOUR INCHES OF TOPSOIL. CONTRACTOR TO SEED, MULCH, AND FERTILIZE ALL AREAS OUTSIDE OF PAVED AREAS THAT WERE DISTURBED DURING CONSTRUCTION UNTIL AN ACCEPTABLE STAND OF GRASS IS ESTABLISHED.
3. NO LAND CLEARING OR GRADING SHALL BEGIN UNTIL ALL EROSION CONTROL MEASURES HAVE BEEN INSTALLED.
4. SHOULD CONSTRUCTION STOP FOR LONGER THAN 15 DAYS, THE SITE SHALL BE SEEDED AS SPECIFIED BY TEMPORARY SEEDING MIX.
5. MAINTAIN EROSION CONTROL MEASURES AFTER EACH RAIN AND AT LEAST ONCE A WEEK.
6. THIS PLAN SHALL NOT BE CONSIDERED ALL INCLUSIVE AS THE CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PREVENT SOIL SEDIMENT FROM LEAVING THE SITE.
7. CONTRACTOR SHALL COMPLY WITH ALL STATE AND LOCAL ORDINANCES THAT APPLY.
8. ADDITIONAL EROSION AND SEDIMENT CONTROL MEASURES WILL BE INSTALLED IF DEEMED NECESSARY BY ON SITE INSPECTION.
9. LAND DISTURBING ACTIVITIES SHALL NOT COMMENCE UNTIL APPROVAL TO DO SO HAS BEEN RECEIVED BY GOVERNING AUTHORITIES.
10. CONTRACTOR SHALL BE RESPONSIBLE TO TAKE WHATEVER MEANS NECESSARY TO ESTABLISH PERMANENT SOIL STABILIZATION.
11. ALL CUT OR FILL SLOPES SHALL BE 3:1 OR FLATTER UNLESS OTHERWISE NOTED.
12. EFFORTS WILL BE MADE TO DIRECT DRAINAGE TO EXISTING DISCHARGE POINTS.
13. ALL STORM WATER RUNOFF SHALL MEET LOCAL AGENCY(IES) STANDARDS.
14. IT SHALL BE THE CONTRACTORS RESPONSIBILITY TO KEEP ALL MUD AND SILT ON SITE AND OFF OF STREETS.
15. THE CONTRACTOR IS RESPONSIBLE FOR KEEPING STORM WATER RUN-OFF AND SILTATION UNDER CONTROL DURING CONSTRUCTION.
16. CONTRACTOR SHALL MAINTAIN THE SITE IN A WELL-DRAINED MANNER IN ORDER TO ASSUME THE SHORTEST POSSIBLE DRYING TIME AFTER EACH RAINFALL. THIS WILL MEAN THAT PUMPING OF STANDING WATER IN LOW AREAS ON THE SITE WILL MOST LIKELY BE REQUIRED DURING CONSTRUCTION.

MAINTENANCE:

ALL MEASURES STATED ON THIS EROSION AND SEDIMENT CONTROL PLAN, AND IN THE STORM WATER POLLUTION PREVENTION PLAN, SHALL BE MAINTAINED IN FULLY FUNCTIONAL CONDITION UNTIL NO LONGER REQUIRED FOR A COMPLETED PHASE OF WORK OR FINAL STABILIZATION OF THE SITE. ALL EROSION AND SEDIMENTATION CONTROL MEASURES SHALL BE CHECKED BY A QUALIFIED PERSON AT LEAST ONCE EVERY SEVEN CALENDAR DAYS AND AFTER A 0.5" RAINFALL EVENT, AND CLEANED AND REPAIRED IN ACCORDANCE WITH THE FOLLOWING:

1. INLET PROTECTION DEVICES AND BARRIERS SHALL BE REPAIRED OR REPLACED IF THEY SHOW SIGNS OF UNDERMINING, OR DETERIORATION.
2. ALL SEEDED AREAS SHALL BE CHECKED REGULARLY TO SEE THAT A GOOD STAND IS MAINTAINED.
3. SILT FENCES SHALL BE REPAIRED TO THEIR ORIGINAL CONDITIONS IF DAMAGED. SEDIMENT SHALL BE REMOVED FROM THE SILT FENCES WHEN IT REACHES ONE-HALF THE HEIGHT OF THE SILT FENCE.
4. THE CONSTRUCTION ENTRANCES SHALL BE MAINTAINED IN A CONDITION WHICH WILL PREVENT TRACKING OR FLOW OF MUD ONTO PUBLIC RIGHT-OF-WAY. THIS MAY REQUIRE PERIODIC TOP DRESSING OF THE CONSTRUCTION ENTRANCES AS CONDITIONS DEMAND.
5. OUTLET STRUCTURES IN THE SEDIMENTATION BASINS SHALL BE MAINTAINED IN OPERATIONAL CONDITIONS AT ALL TIMES. SEDIMENT SHALL BE REMOVED FROM SEDIMENT BASINS OR TRAPS WHEN THE DESIGN CAPACITY HAS BEEN REDUCED BY 50%.
6. ALL CURB AND AREA INLETS SHALL HAVE INLET PROTECTION SUFFICIENT TO PREVENT TRANSPORTED SOIL FROM BEING DEPOSITED IN THE FORM OF SILT IN THE STORM DRAINAGE SYSTEMS ON-SITE OR OFF-SITE.
7. ALL FINISHED GRADES THAT EXCEED 20% (5 HORIZONTAL TO 1 VERTICAL) SHALL BE MULCHED.

SEQUENCE OF CONSTRUCTION:

1. INSTALL EROSION CONTROL ITEMS.
2. INSTALL TEMPORARY CONTROL MEASURES.
3. BEGIN DEMOLITION OF THE EXISTING IMPROVEMENTS.
4. PERFORM GRADING ACTIVITIES.
5. TEMPORARY SEED DENUDED AREAS.
6. CONSTRUCT SIDEWALK AND ROAD IMPROVEMENTS.
7. FINAL SEEDING/SOD.
8. REMOVE ALL TEMPORARY EROSION AND SEDIMENT CONTROL DEVICES (ONLY IF SITE IS STABILIZED).



DATE \_\_\_\_\_

Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

[illegible]



A cross-sectional diagram of a trench installation. At the top, a circular silt sock with a cross-hatch pattern is shown within a concrete structure. Below this, a vertical double-headed arrow indicates a depth of 4'. The bottom of the trench is lined with a curved, multi-layered material. Two arrows point to this lining from the right, with labels: 'PLACE OUTSIDE OF SUMP' and 'SILT SOCK'.

1. EXCAVATE A 6"x6" TRENCH

2. SET THE STAKES ALONG THE DOWNSLOPE SIDE OF THE TRENCH.

3. STAPLE GEOTEXTILE MATERIAL  
TO STAKES AND EXTEND 12"  
INTO THE TRENCH WITH 6"  
LAID ALONG BOTTOM OF TRENCH

4. BACKFILL AND COMPACT THE EXCAVATED SOIL.

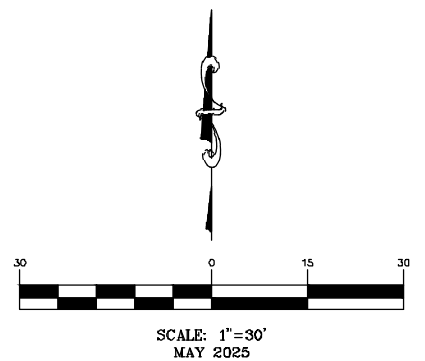
SHEET FLOW INSTALLATION  
(PERSPECTIVE VIEW)

SEDIMENTATION/SILT FENCE WITHOUT WIRE SUPPORT  
NO SCALE



Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying





North Office  
8 East Main Street  
Wentzville, Missouri 63385  
636-337-0760 (fax)  
636-332-4574 (tel)  
www.environmentaltraining.com

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Authority Numbers:  
010000046

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

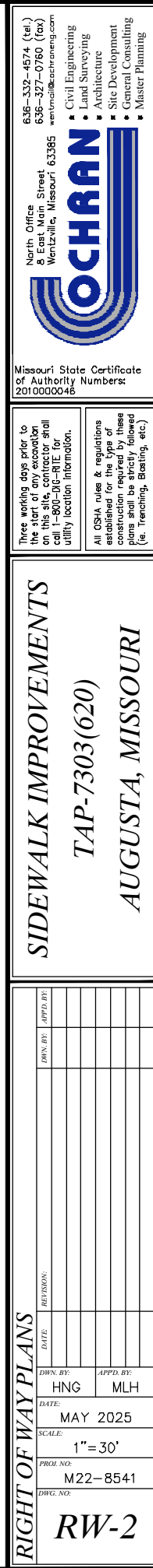
**WALK IMPROVEMENTS**  
**TAP-7303(620)**  
**AUGUSTA, MISSOURI**

[illegible]

LEGEND											
EXISTING		EXISTING REMOVE/REPLACE		NEW		EXISTING		EXISTING REMOVE/REPLACE		NEW	
				RIGHT-OF-WAY							
				PROPERTY LINE							
				TEMPORARY CONSTRUCTION EASEMENT							
				FENCE/RAILING							
				TREE/SHRUB/STUMP							
				MAILBOX							
				RETAINING WALL							
				FLAGPOLE							
				SIGN							
										</	

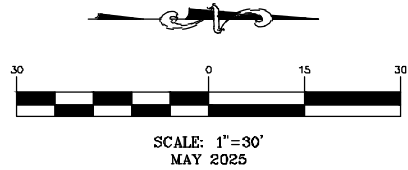
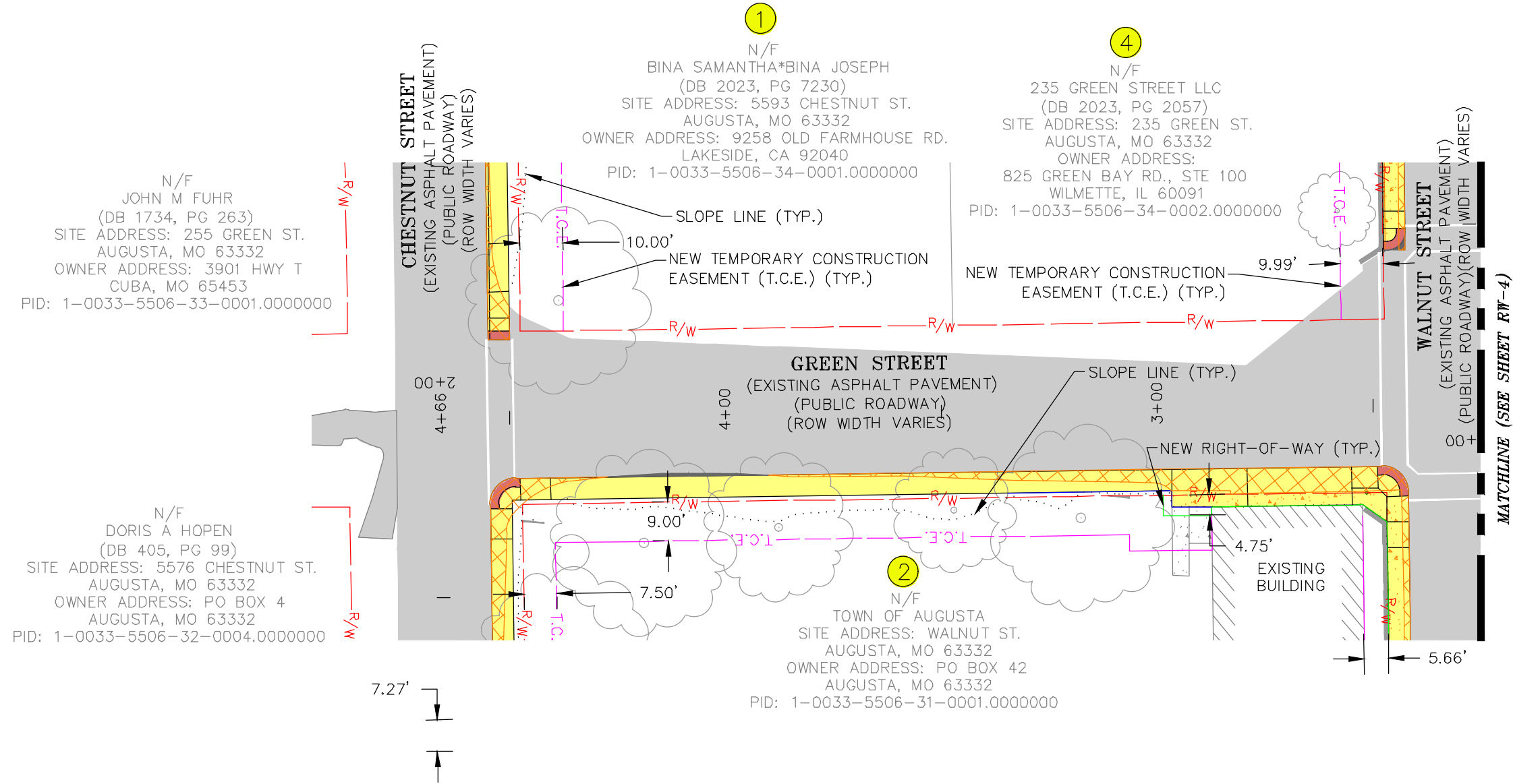
DATE \_\_\_\_\_

Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying



DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_16\_RIGHT OF WAY PLANS.dwg LAYOUT TAB: RW-3 PLOTTED ON: May 30, 2025 - 4:09pm PLOTTED BY: Hainburg

RIGHT OF WAY PLANS



636-332-4574 (tel.)  
636-327-0760 (fax)  
wenzel@cochraneng.com

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North Office  
8 East Main Street  
Wentzville, Missouri 63385

- Civil Engineering
- Land Surveying
- Architecture
- Site Development
- General Consulting
- Master Planning

Missouri State Certificate  
of Authority Number:  
0010000046

Three working days prior to the start of any excavation, the contractor shall call 1-800-THE-811 for utility location information.

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (e.g. Trenching, etc.).

**SIDEWALK IMPROVEMENTS**

**TAP-7303(620)**

**AUGUSTA, MISSOURI**

DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE
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DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE	DATE

LEGEND							
EXISTING	EXISTING REMOVE/REPLACE	NEW		EXISTING	EXISTING REMOVE/REPLACE	NEW	
			RIGHT-OF-WAY				CONCRETE PAVEMENT/SIDEWALK
			PROPERTY LINE				ASPHALT PAVEMENT
			TEMPORARY CONSTRUCTION EASEMENT				GRAVEL SURFACE
			FENCE/RAILING				BRICK SURFACE
			TREE/SHRUB/STUMP				WOODEN RAMP
			MAILBOX				CURB RAMP
			RETAINING WALL				BUILDING
			FLAGPOLE				SLOPE LINE (LIMITS OF CONSTRUCTION)
			SIGN				

Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

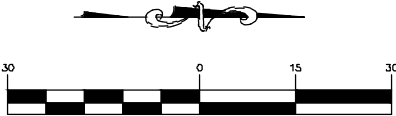
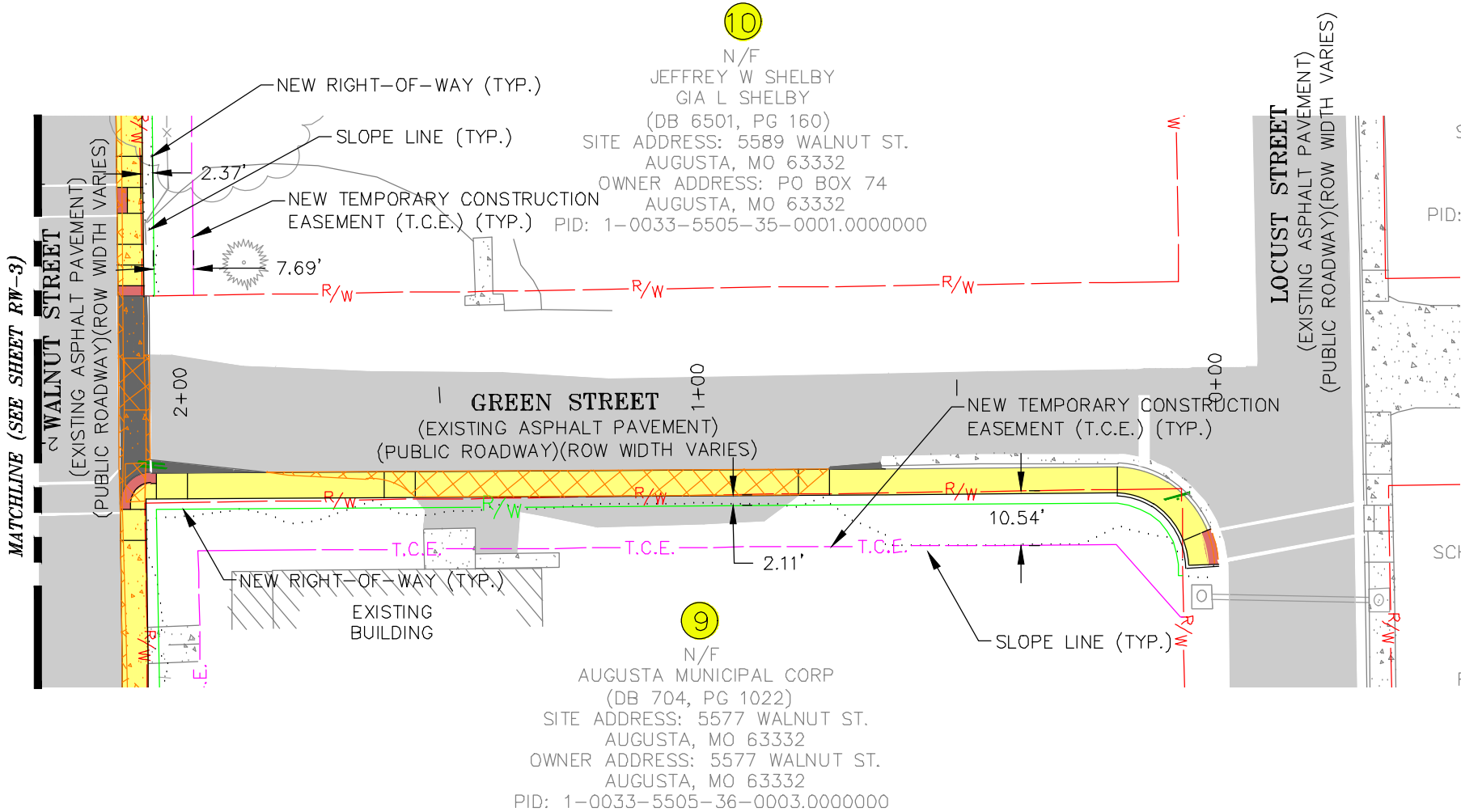
DATE

**RW-3**



DWG NAME: J:\2022\W22-8541- Augusta Town Square Sidewalk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_16\_RIGHT OF WAY PLANS.dwg LAYOUT TAB: RW-4 PLOTTED ON: May 30, 2025 - 4:09pm PLOTTED BY: Hainsburg

RIGHT OF WAY PLANS



N/F  
TOWN OF AUGUSTA  
(DB 1756, PG 846)  
SITE ADDRESS: 198 JACKSON ST.  
AUGUSTA, MO 63332  
OWNER ADDRESS: PO BOX 42  
AUGUSTA, MO 63332  
PID: 1-0033-S014-00-0042.0000000

N/F  
SCHOOL DISTRICT OF WASHINGTON MISSOURI  
(DB 2735, PG 859)  
SITE ADDRESS: 220 LOCUST ST.  
AUGUSTA, MO 63332  
OWNER ADDRESS: 220 LOCUST ST.  
WASHINGTON, MO 63090  
PID: 1-0033-S014-00-0007.0000000

9  
N/F  
AUGUSTA MUNICIPAL CORP  
(DB 704, PG 1022)  
SITE ADDRESS: 5577 WALNUT ST.  
AUGUSTA, MO 63332  
OWNER ADDRESS: 5577 WALNUT ST.  
AUGUSTA, MO 63332  
PID: 1-0033-5505-36-0003.0000000

10  
N/F  
JEFFREY W SHELBY  
GIA L SHELBY  
(DB 6501, PG 160)  
SITE ADDRESS: 5589 WALNUT ST.  
AUGUSTA, MO 63332  
OWNER ADDRESS: PO BOX 74  
AUGUSTA, MO 63332  
PID: 1-0033-5505-35-0001.0000000

LEGEND

EXISTING			NEW		
EXISTING REMOVE/REPLACE			EXISTING REMOVE/REPLACE		
		RIGHT-OF-WAY			RIGHT-OF-WAY
		PROPERTY LINE			TEMPORARY CONSTRUCTION EASEMENT
		FENCE/RAILING			CONCRETE PAVEMENT/SIDEWALK
		TREE/SHRUB/STUMP			ASPHALT PAVEMENT
		MAILBOX			GRAVEL SURFACE
		RETAINING WALL			BRICK SURFACE
		FLAGPOLE			WOODEN RAMP
		SIGN			CURB RAMP
					BUILDING
					SLOPE LINE (LIMITS OF CONSTRUCTION)

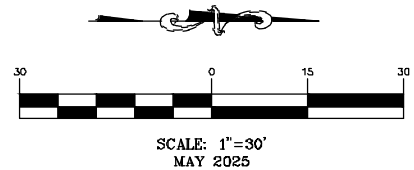


Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI

RIGHT OF WAY PLANS  
DATE: MAY 2025  
SCALE: 1"=30'  
PROJ. NO: M22-8541  
DWG. NO: RW-4

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Missouri State Certificate  
of Authority Numbers:  
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Professional Authority Numbers:  
010000046

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (i.e. Trenching, Blasting, etc.)

*SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI*

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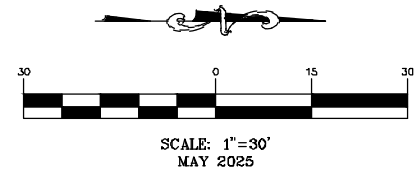
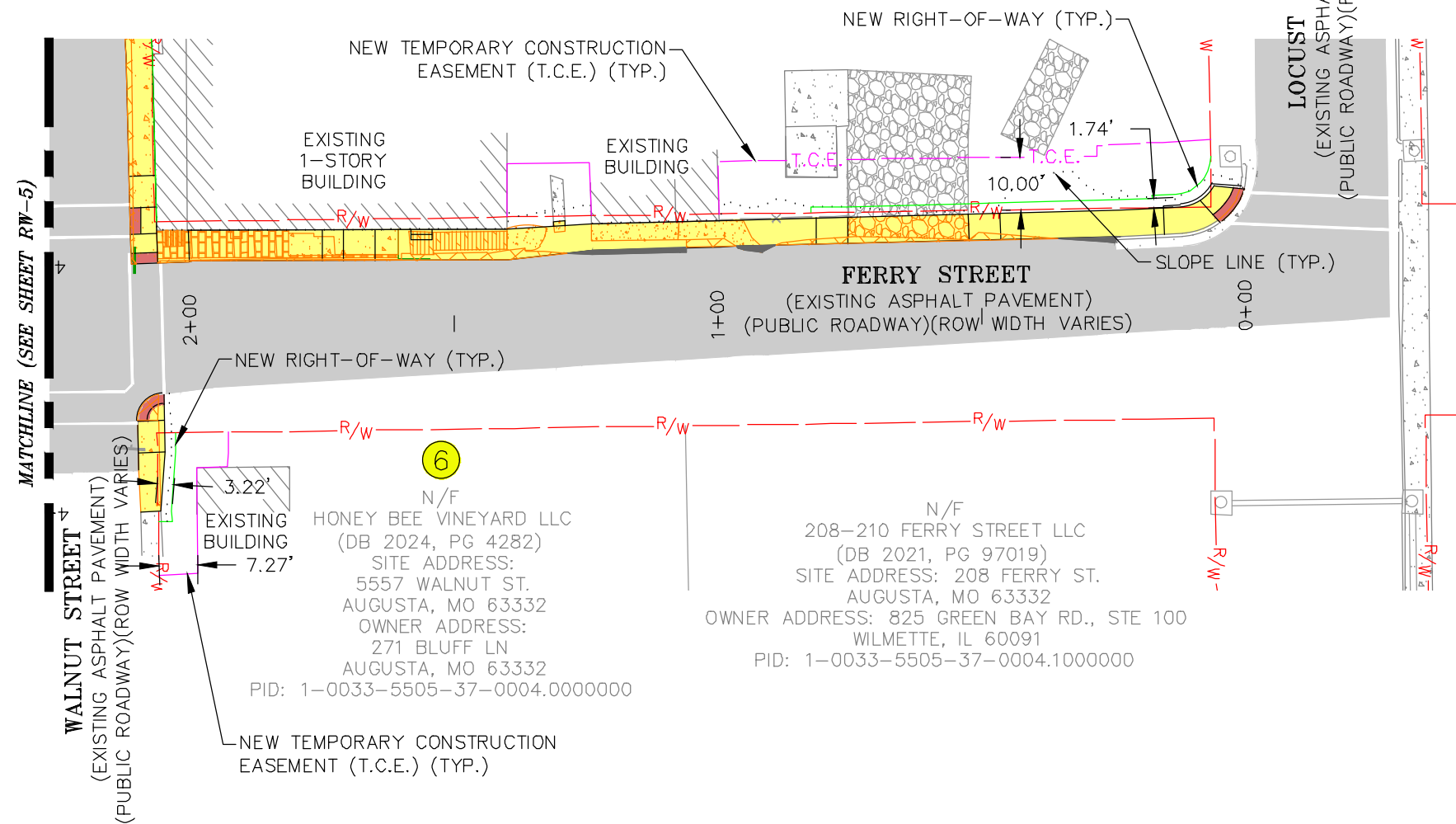
LEGEND							
EXISTING		EXISTING REMOVE/REPLACE	NEW	EXISTING		EXISTING REMOVE/REPLACE	NEW
		RIGHT-OF-WAY				CONCRETE PAVEMENT/SIDEWALK	
		PROPERTY LINE				ASPHALT PAVEMENT	
		TEMPORARY CONSTRUCTION EASEMENT				GRAVEL SURFACE	
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		MAILBOX				CURB RAMP	
		RETAINING WALL				BUILDING	
		FLAGPOLE				SLOPE LINE (LIMITS OF CONSTRUCTION)	
		SIGN					



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State of Missouri  
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## RIGHT OF WAY PLANS

7  
N/F  
5567 WALNUT STREET LLC  
(DB 2021, PG 23373)  
SITE ADDRESS: 5567 WALNUT ST.  
AUGUSTA, MO 63332  
OWNER ADDRESS: 825 GREEN BAY RD., STE 100  
WILMETTE, IL 60091  
PID: 1-0033-5505-36-0001.0000000



N/F  
SCHOOL DISTRICT OF WASHINGTON MISSOURI  
(DB 2735, PG 859)  
SITE ADDRESS: 220 LOCUST ST.  
AUGUSTA, MO 63332  
OWNER ADDRESS: 220 LOCUST ST.  
WASHINGTON, MO 63090  
PID: 1-0033-S014-00-0007.0000000

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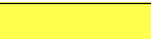
















Missouri State Certificate  
of Authority Numbers:  
010000046

All OSHA rules & regulations established for the type of construction required by these plans shall be strictly followed (ie. Trenching, Blasting, etc.)

*SIDEWALK IMPROVEMENTS  
TAP-7303(620)  
AUGUSTA, MISSOURI*

RIGHT OF WAY PLANS	REVISION:										DRAWN BY:	APPROVED BY:
										</		

### LEGEND

EXISTING		EXISTING REMOVE/REPLACE		NEW	
	RIGHT-OF-WAY		RIGHT-OF-WAY		CONCRETE PAVEMENT/SIDEWALK
	PROPERTY LINE		ASPHALT PAVEMENT		
	TEMPORARY CONSTRUCTION EASEMENT		GRAVEL SURFACE		
	FENCE/RAILING		BRICK SURFACE		
	TREE/SHRUB/STUMP		WOODEN RAMP		
	MAILBOX		CURB RAMP		
	RETAINING WALL		BUILDING		
	FLAGPOLE		SLOPE LINE (LIMITS OF CONSTRUCTION)		
	SIGN				



Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
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DWG NAME: J:\2022\W22-8541- Augusta Town Square Steewolk Improvements PH2\ENGINEERING\AUTOCAD DRAWINGS\03\_Construction Drawings\W22-8541\_16\_RIGHT OF WAY PLANS.dwg LAYOUT TAB: RW-7 PLOTTED ON: May 30, 2025 - 4:09pm PLOTTED BY: Hahnburg

RIGHT OF WAY PLANS

PARCEL LIST									
ID #	OWNER NAME	SITE ADDRESS	OWNER ADDRESS	TAX ID	PARCEL NUMBER	PARCEL SIZE	R/W ACQ. SIZE	NEW PARCEL SIZE	T.C.E.
1	BINA SAMANTHA*BINA JOSEPH	5593 CHESTNUT ST, AUGUSTA, MO 63332	9258 OLD FARMHOUSE RD, LAKESIDE, CA 92040	1-0033-5506-34-0001.0000000		18,000	0	18,000	1,800
2	TOWN OF AUGUSTA	WALNUT ST, AUGUSTA, MO 63332	PO BOX 42, AUGUSTA, MO 63332	1-0033-5506-31-0001.0000000		36,001	332	35,669	5,610
3	KATHY ANNETTE MURPHY	5596 WALNUT ST, AUGUSTA, MO 63332	5596 WALNUT ST, AUGUSTA, MO 63332	1-0033-5506-34-0004.0000000		8,407	0	8,407	694
4	235 GREET STREET LLC	235 GREET ST, AUGUSTA, MO 63332	825 GREEN BAY RD, STE 100, WILMETTE, IL 60091	1-0033-5506-34-0002.0000000		9,593	0	9,593	852
5	5558 WALNUT STREET LLC	5558 WALNUT ST, AUGUSTA, MO 63332	825 GREEN BAY RD, STE 100, WILMETTE, IL 60091	1-0033-5506-30-0003.0000000		12,000	0	12,000	264
6	HONEY BEE VINEYARD LLC	5557 WALNUT ST, AUGUSTA, MO 63332	271 BLUFF LN, AUGUSTA, MO 63332	1-0033-5505-37-0004.0000000		9,015	51	8,964	184
7	5567 WALNUT STREET LLC	5567 WALNUT ST, AUGUSTA, MO 63332	825 GREEN BAY RD, STE 100, WILMETTE, IL 60091	1-0033-5505-36-0001.0000000		12,021	147	11,869	1,047
8	5573 WALNUT STREET LLC	5573 WALNUT ST, AUGUSTA, MO 63332	825 GREEN BAY RD, STE 100, WILMETTE, IL 60091	1-0033-5505-36-0002.0000000		12,020	149	11,871	600
9	AUGUSTA MUNICIPAL CORP	5577 WALNUT ST, AUGUSTA, MO 63332	5577 WALNUT ST, AUGUSTA, MO 63332	1-0033-5505-36-0003.0000000		12,020	576	11,444	2042
10	JEFFREY W SHELBY & GIA L SHELBY	5589 WALNUT ST, AUGUSTA, MO 63332	PO BOX 74, AUGUSTA, MO 63332	1-0033-5505-35-0001.0000000		17,060	198	16,862	606
11	5595 WALNUT STREET LLC	5595 WALNUT ST, AUGUSTA, MO 63332	825 GREEN BAY RD, STE 100, WILMETTE, IL 60091	1-0033-5505-35-0005.0000000		9,977	140	9,838	179

NOTE: ALL SIZES ARE IN SQ. FT.  
NOTE: PARCEL SIZES PER ST. CHARLES COUNTY APPRAISER'S OFFICE DATA.  
NOTE: NO R/W OR T.C.E. ACQUISITIONS REQUIRED FOR TOWN OF AUGUSTA OWNED PROPERTY.



DATE  
Michael L. Hackmeister No. PE-2017018980  
Registered Professional Engineer  
State of Missouri  
for Cochran Engineering & Surveying

636-332-4574 (tel.)  
636-327-0760 (fax)  
werni@cochraneng.com

North Office  
8 East Main Street  
Wentzville, Missouri 63385

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Three working days prior to  
the start of any excavation  
work, the contractor shall  
call 1-800-HE-811 for  
utility location information.

All OSHA rules & regulations  
established for the type of  
construction required by these  
plans shall be strictly followed  
(e.g. Trenching, Boring, etc.)

SIDEWALK IMPROVEMENTS

TAP-7303(620)

AUGUSTA, MISSOURI

RIGHT OF WAY PLANS

DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:	DATE:
DWN. BY:	DWN. BY:	DWN. BY:	DWN. BY:	DWN. BY:	DWN. BY:	DWN. BY:	DWN. BY:	DWN. BY:	DWN. BY:
HNG	MLH								
DATE:	MAY 2025								
SCALE:	NONE								
PROJ. NO:	M22-8541								
DWG. NO:	RW-7								

Augusta, Missouri

[illegible]



		<b>Bicycle/Pedestrian Facility Items</b>				
22	JSP 2	ADA Detectable Warning Plates	EA	16	\$458.00	\$7,328.00
23	5000.1	5' Wide Concrete Sidewalk	SY	58.3	\$82.00	\$4,780.60
24	5000.2	5' Wide Concrete Sidewalk with Integral Curb	SY	736	\$100.00	\$73,600.00
25	5000.3	Variable Width Concrete Sidewalk with Integral Curb	SY	5.6	\$160.00	\$896.00
26	5000.4	6" Concrete Vertical Curb	LF	101.3	\$145.00	\$14,688.50
27	5000.5	ADA Concrete Ramp	SY	174	\$240.00	\$41,760.00
<b>Sub-total Bicycle/Pedestrian Facility Items</b>						<b>\$143,053.10</b>
		<b>Landscaping Items</b>				
28	9000.1	Seed and Mulch	Acre	0.2	\$8,500.00	\$1,700.00
29	JSP 4	Landscape Restoration	LS	1	\$16,500.00	\$16,500.00
<b>Sub-total Landscaping Items</b>						<b>\$18,200.00</b>
<b>Total Construction Bid</b>						<b>\$427,222.35</b>