Title of Bid: Pitman Hill Road Shared Use Path

Bid #: 20-084

Dept.: Highway
Contact Person: Chris Bostic/Nathan Tormala
Ext.: 7165/7169

Description (product/service, justification and use):

The construction shall include all work incidental to the furnishing of materials, tools, equipment and labor necessary to construct the proposed sidewalk removal, concrete multi-use path installation, two prefabricated pedestrian bridges, curb ramps, and other appurtenances.

Award to: R.V. Wagner, Inc.
Location: 4712 Green Park Rd.

Price: $1,073,620.97
Contract term (if applicable): 120 Calendar Days following Written Notice to Proceed (NTP)

Bid opening held on: August 11, 2020
Opened by: Finance

Account number to be charged for purchase: 205940-47801-81019 Pitman Hill Road

If bid was not awarded to lowest bidder, please explain:

If paying for with grant funds, please indicate (1) grant name, (2) total grant amount, (3) what portion of purchase is being paid for by a grant, and (4) when grant period ends as applicable:
FORMAL BID – REQUEST FOR APPROVAL

Additional Bids Received

The following additional bids were received:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Meets all specifications</th>
<th>Price</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>X L Contracting, Inc.</td>
<td>20 Mid Rivers Trade Court St. Peters, MO 63376</td>
<td>✓ Yes  No</td>
<td>$1,093,434.30</td>
<td></td>
</tr>
<tr>
<td>Pace Construction Company, LLC</td>
<td>1620 Woodson Road St. Louis, MO 63114</td>
<td>✓ Yes  No</td>
<td>$1,254,750.00</td>
<td></td>
</tr>
<tr>
<td>Gershenson Construction Co., Inc.</td>
<td>2 Truitt Drive Eureka, MO 63025</td>
<td>✓ Yes  No</td>
<td>$1,587,799.99</td>
<td></td>
</tr>
</tbody>
</table>

For each vendor that doesn't meet specifications, please explain why:

<table>
<thead>
<tr>
<th>Vendor</th>
<th>Location</th>
<th>Meets all specifications</th>
<th>Price</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

☐ Sole source justification memos from (1) dept. and (2) vendor attached.

Department Director/Elected Official must sign the request prior to routing to the Purchasing Manager.

Department Director/Elected Official Signature

Date 8/21/20

Approval or Concurrence of Director of Finance

Date 8/21/20

BELOW ONLY TO BE COMPLETED FOR BIDS AT LEAST $15,000 AND LESS THAN $60,000. See instructions at the top of pg. 1.

Director of Administration Signature

Date
ST. CHARLES COUNTY
HIGHWAY DEPARTMENT

TAP-7303(617)

St. Charles County Highway Department
301 N. Third Street
St. Charles, Missouri 63301

INVITATION FOR BIDS

BID OF

Bidder Name: R.V. WAGNER, INC.
Bidder Address: 4712 GREEN PARK RD

St. Louis, MO 63123

FOR

CONSTRUCTING
PITMAN HILL ROAD
SHARED USE PATH

IFB 20-084

From Chadwick Lane to Veterans Tribute Park
Saint Charles County
NOTICE TO BIDDERS

Sealed Bids will be received by the St. Charles County Purchasing Manager, 201 North Second Street, Suite 541, St. Charles, Missouri 63301, Until 2:00 PM., (prevailing Central Time) on August 11, 2020 and will thereafter be publicly opened and read aloud in Conference Room 534.

Due to the Coronavirus all St Charles County bids will be received and opened on the first floor of the Administration Building. The bid will be opened publicly on 8/11/2020 at 2:00 PM in Room 116. It is highly recommended that you mail or have your bid delivered via UPS, Fedex, courier, etc., with plenty of time to arrive prior to the day of the bid opening. If you are delivering your bid the day of the opening and intend to stay, you will be screened for temperature in the lobby on the first floor prior to admittance of the bid opening. If your bid is dropped off prior to the opening there will be someone in the lobby to receive it.

The proposed work includes the furnishing of materials, tools, equipment and labor necessary to construct PITMAN HILL ROAD SHARED USE PATH, TAP-7303(617) in St. Charles County, Missouri.

The construction shall include all work incidental to the furnishing of materials, tools, equipment and labor necessary to construct the proposed sidewalk removal, concrete multi-use path installation, two prefabricated pedestrian bridges, curb ramps, and other appurtenances in St. Charles County, Missouri.

Plans and specifications, including the bid form, may be downloaded from St. Charles County’s “Open Bids” webpage on the County website at http://www.sccmo.org/bids.aspx by July 21, 2020.

Each Bid must be accompanied by a Cashier’s Check or Certified Check, or a Bid Bond executed by the Bidder and an approved Surety Company and payable to the County, in an amount not less than Five Percent (5%) of the Sum Total of the Base Bid.

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

The DBE goal for this letting is a minimum of 10% of the total contract amount.

TRAINNEES: The number of trainee hours provided under this contract will be zero (0) hours.

All contractors and subcontractors are subject to and must comply with the Safety Program Training requirements of Section 292.675 of the Revised Statutes of Missouri.

All requests for clarifications on these bidding documents must be received in writing at least one week prior to the bid opening.

All bidders must meet the MoDOT requirements as a CONTRACTOR at least seven (7) days prior to bid opening in accordance with Section 102.2 of the St. Charles County Standard Specifications for Arterial Highway Construction.

Pitman Hill Road Shared Use Path
TAP-7303(617)

ADV-1
A Performance Bond and Payment and Materials Bond are required.

The project will be awarded to the lowest responsive, responsible bidder.

The COUNTY reserves the right to reject any and all Bids, to waive informalities therein to determine the lowest, responsive, responsible bidder, and to approve the bond. No Bid may be withdrawn for a period of sixty (60) days subsequent to the specified time for receipt of Bids.

The COUNTY intends to issue the Notice to Proceed on or about September 21, 2020.

The County of St. Charles 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.

St. Charles County

Craig E. Tilkowski, P.E.
St. Charles County Engineer
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 Section 102.2 of the St. Charles County Standard Specifications for Arterial 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. (If applicable -- required on highway and bridge projects)

☐ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE form. The Technical Specifications/Job Special Provisions are for the bidder’s information only and is not to be returned with the bid.

☐ 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope inside an envelope addressed to St. Charles County Finance Department, ATTN: Purchasing Manager, Suite 541, 201 North Second Street, St. Charles, Missouri 63301. Provide the vendor name, vendor address, County, Project Name, Federal Project Number, and County Bid Number on the outside of the sealed inside envelope.

☐ 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 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 the provided bid bond executed by bidder and surety, or attach cashier’s check to the bid bond form.

☐ 7. Submit the Subcontractor Disclosure Form within 3 business days of the Bid Opening.

☐ 8. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.

☐ 9. Submit the completed Audit Clause for Contracts with the Bid.

☐ 10. Staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

*****************************************************************************

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

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

*****************************************************************************

All questions concerning the bid document preparation or Project Specific questions can be directed to Lauren Gehner in writing at 301 N. 3rd Street, St. Charles, MO 63301, or by email (preferred) at lgehner@semo.org. All questions must be received at least one week prior to Bid Opening to ensure a response.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Purchasing Manager, at 636-949-7465 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

Open Records:
Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

Veteran Friendly Employment Policy:
"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

"YES" our company has a veteran friendly employment policy.

"NO" our company does not have a veteran friendly employment policy.

Please include a copy of your veteran friendly employment policy with your submission.
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Applicable Federal Wage Rates FWR-1
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NOTICE TO CONTRACTORS

Sealed bids for the proposed work will be received until 10:00 A.M. CST on August 11, 2020 at the office of the St Charles County Finance Department, and at that time will be publicly opened. Bids should be delivered to: St Charles County Finance Department, ATTN: Purchasing Manager, Suite 541, 201 North Second Street, St Charles, Missouri 63301.

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

- The furnishing of materials, tools, equipment and labor necessary to construct the proposed sidewalk removal, concrete multi-use path installation, two prefabricated pedestrian bridges, curb ramps, and other appurtenances in St. Charles County, Missouri.

(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 St Charles County Standard Specifications for Arterial Highway Construction, 2006 or latest edition approved by St Charles County, their revisions, and the request for bid, including appendices, the special provisions and plans, hereby agrees to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the St Charles County Standard Specifications for Arterial Highway Construction, 2006 as revised, unless otherwise noted.

The St Charles County Standard Specifications for Arterial Highway Construction, 2006 are available for purchase for $40.00 at the office of the St Charles County Highway Department, 301 North Third Street, St Charles, Missouri 63301.

It is the responsibility of each BIDDER before submitting a Bid to promptly notify the COUNTY of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions. BIDDERs may request clarification or interpretation of the Bidding Documents by making a written request, which shall reach the COUNTY at least seven (7) days prior to the date for receipt of Bids. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and BIDDERs shall not rely upon such interpretations, corrections and changes. If the COUNTY determines that clarification of the terms and conditions of the Bidding Documents is necessary, an addendum will be made available to all BIDDERs seeking such clarification.

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

Calendar Days: One Hundred Twenty (120) calendar days for entire project

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

Liquidated damages per day of $800.00

(5) **BID GUARANTY:** The bidder shall submit a Bid Guaranty meeting the requirements of Section 102.9 of the St Charles County Standard Specifications for Arterial Highway Construction, 2006. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

- [ ] Paper Bid Bond
- [ ] Cashier’s Check

(6) **CERTIFICATIONS FOR FEDERAL JOBS:** By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indemnities, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.
(7) **ANTIDISCRIMINATION.** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION.** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the St Charles County Standard Specifications for Arterial Highway Construction, 2006 with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE).** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor’s subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in “Annual Wage Order No. 26” 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:

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

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

http://www.dhs.gov/files/programs/sgc_1185221678130.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

Pitman Hill Road Shared Use Path
TAP-7303(617) P-2
Contractor Name: R.V. WAGNER, INC.

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:

http://www.fhwa.dot.gov/programadmin/contracts/b-amquick.cfm

(13) ADDENDUM ACKNOWLEDGEMENT. Prospective contractors are required to check the County website where they downloaded the plans and bid specifications to verify if any addenda have been issued. The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. Staple addenda acknowledgement sheet to the front of the bid and replace all Proposal (P-4) sheets as required.

(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

R.V. WAGNER, INC.,

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

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

- [ ] sole individual
- [ ] partnership
- [ ] joint venture
- [x] corporation, incorporated under laws of state of Missouri

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

Executed by bidder this 21 day of August 2020

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

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

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

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

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

Please print or type name and title of person signing here

Attest:

[Signature]

Pitman Hill Road Shared Use Path
TAP-2303(617) P-3
Contractor Name: R. V. WAGNER, INC.

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

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

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

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

(19) SALES AND USE TAX EXEMPTION: St Charles County, 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.

(20) SECOND TIER SUBCONTRACTING: Per requirements, second-tier subcontracting will not be permitted.

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

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>EXTENSION</th>
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<td>201-20.10</td>
<td>CLEARING AND GRUBBING</td>
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<td>6</td>
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<td>$11,100.00</td>
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<td>805-20.00</td>
<td>SEEDING AND MULCHING</td>
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<td>$2,166.00</td>
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<td>806-10.00</td>
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**ROADWAY - SUBTOTAL** $271,133.50

### SIGNING, STRIPING, SIGNALS, AND LIGHTING ITEMS

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>EXTENSION</th>
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<td>620-20.01</td>
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**SIGNING, STRIPING, SIGNAL - SUBTOTAL** $17,073.00

### BIKE AND PEDESTRIAN ITEMS

<table>
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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>EXTENSION</th>
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<td>608-60.06</td>
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<td>718-99.10A</td>
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<td>718-99.10B</td>
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**BIKE, PEDESTRIAN - SUBTOTAL** $790,783.87

Total Bid (BASE BID) (Numbers):

$1,073,420.97

Total Bid (BASE BID) (Written):

**ONE MILLION SEVENTY THREE THOUSAND SIX HUNDRED TWENTY- NINE** $97/100
SAMPLE BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we

as principal and

as surety, are held and firmly bound unto the county of St Charles Missouri (acting by and through the St Charles County Highway Department) in the penal sum of

Dollars ($ ) to be paid to the County to be credited to the county road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this ____________________________

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to St Charles County on ___________

in St Charles County, for project(s) ____________________________________________

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

NOW THEREFORE, if the County shall accept the bid of the principal and if the principal shall properly execute and deliver to the County 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 County, 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 County, fail to comply with any requirement as set forth in the preceding paragraph, then St Charles County, acting by and through the Highway Department, 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 County, in accordance with Sec 102.9 of the St Charles County Standard Specifications for Arterial Highway Construction.

 Principal

(See Attached)

By ____________________________

Signature

Surety

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.
Audit Clause for Contracts

Examination of Records

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

The Contractor shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: RV Wagner, Inc.

Business Address: 4712 Green Park Rd

St Louis MO 63123

Business Hours: 7:00 AM - 5:00 PM

Phone: 314-892-1600 FAX: 314-892-9496

Email Address: Scott@RvWagner.com

Contact Person: Scott Anderson

Authorized Signature: (Indicates acceptance of all bid terms and conditions)

Date: 8/21/2020

Pitman Hill Road Shared Use Path
TAP-730.0(617)
P-8
ADDENDUM NO. 1
August 5, 2020
ST. CHARLES COUNTY
PITMAN HILL ROAD SHARED USE PATH
TAP-7303(617)
IFB 20-084

This Addendum No. 1 modifies original issued bid documents as follows:

1. MODIFICATIONS TO THE PROJECT BID SPECIFICATIONS:

a) Adds two additional approved bridge suppliers to those found on Page JSP -14 of the project bid specifications:

Art Thureson, Inc/Anderson Bridges
4000 West Walton
Waterford, MI 48329
248-623-8599

Wheeler
9531 W 78th St, Ste 100
Minneapolis, MN 55344
952-929-7854

b) Adds the following paragraph to the end of Section 1.2 on JSP-15 of the project specification:

The above list of suppliers indicates that the supplier has met the qualifications set forth in this specification and are believed to be qualified. These suppliers have not necessarily proven that they meet the full requirements to construct the bridges within this project. Further qualification and project submittals may need to be approved by the County Engineer before they will be deemed qualified to provide the pedestrian bridges.

c) Remove and replace the second paragraph of Section 2.1 Span on Page JSP-15 of the project specifications with:

The southernmost bridge span shall be 230'-0" (straight line dimension) and shall be as measured from each end of the bridge structure.

d) Adds the following sentence in between the first and second paragraph of Section 2.3 Bridge System Type on Page JSP-15 of the project specifications:

Bridge shall be designed in such a way to support a combined loading of 85 psf for a pedestrian and an H-5 vehicle at a minimum.
e) Replaces the last sentence of Section 2.5.3 Rubrails on Page JSP-16 of the project specifications with:

The bottom of the rubrail shall be 36" above the top of the deck (measured at the outside edge of the deck).

2. ANSWERS TO CONTRACTOR QUESTIONS FOR CLARIFICATION:

Q. We will be bidding these bridges to contractors and it appears that the contractor will be responsible for design of the bridge abutments/headwalls. Correct?
A. Correct. Per the Job Special Provisions, abutment design is the responsibility of the contractor.

Q. Is there a geotechnical report?
A. No geotechnical exploration has been performed. It will be the responsibility of the awarded bidder to obtain a sealed geotechnical report that can be used for the necessary substructure design.

Q. The 230' pedestrian bridge is to be a single span correct? No intermediate support?
A. The 230' pedestrian bridge shall be a single span with no intermediate support.

Q. Can you please verify the length of the longer bridge? One area states it should be 230' and another says 250'.
A. The correct length for the longer pedestrian bridge is 230', as clarified above.

Q. Is the 6" shared use path to follow concrete sidewalk specs with no reinforcement or is it to follow concrete pavement specs to include reinforcement, specifically dowel baskets, etc.?
A. The shared use path should follow concrete sidewalk specs with no reinforcement.

_________________________________________________________________

The CONTRACTOR shall sign this addendum acknowledgment and return it with the bid proposal.

Addendum No. 1 Dated August 5, 2020

We, the undersigned, acknowledge the receipt of the above addendum(s) as dated.

By: [Signature]
Title: [Title]
Date: 8/21/2020
ADDENDUM NO. 2
August 7, 2020
ST. CHARLES COUNTY
PITMAN HILL ROAD SHARED USE PATH
TAP-7303(617)
IFB 20-084

This Addendum No. 2 modifies original issued bid documents as follows:

1. MODIFICATIONS TO THE PROJECT BID SPECIFICATIONS:

a) Removes and replaces the first and second paragraphs in the Notice to Bidders on ADV-1 with:

Sealed Bids will be received by the St. Charles County Purchasing Manager, 201 North Second Street, Suite 541, St. Charles, Missouri 63301, Until 10:00 A.M., (prevailing Central Time) on August 21, 2020 and will thereafter be publicly opened and read aloud in Conference Room 534.

Due to the Coronavirus all St Charles County bids will be received and opened on the first floor of the Administration Building. The bid will be opened publicly on 8/21/2020 at 10:00 AM in Room 116. It is highly recommended that you mail or have your bid delivered via UPS, Fedex, courier, etc., with plenty of time to arrive prior to the day of the bid opening. If you are delivering your bid the day of the opening and intend to stay, you will be screened for temperature in the lobby on the first floor prior to admittance of the bid opening. If your bid is dropped off prior to the opening there will be someone in the lobby to receive it.

b) Removes and replaces the fourth paragraph in the Notice to Bidders on ADV-2 with:

The COUNTY intends to issue the Notice to Proceed on or about October 1, 2020.

c) Removes and replaces the first paragraph in the Notice to Contractors on P-1 with:

Sealed bids for the proposed work will be received until 10:00 A.M. CST on August 21, 2020 at the office of the St Charles County Finance Department, and at that time will be publicly opened. Bids should be delivered to: St Charles County Finance Department, ATTN: Purchasing Manager, Suite 541, 201 North Second Street, St Charles, Missouri 63301.

d) Removes and replaces the Section 3 paragraph in the Notice to Contractors on P-1 with:

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

Calendar Days: One Hundred Fifty (150) calendar days for entire project

Addendum 2, dated August 7, 2020
Pitman Hill Road Shared Use Path
IFB 20-084

Page 1 of 2
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

Thomas O. Chambers and Todd Schaup of the state of Wisconsin

Todd Kramer of the state of Iowa

its true and lawful Attorney(s)-in-Fact, at New York, New York, each of them alone to have full power to not without the other or others, to make, execute and deliver on its behalf, as Surety, bonds and undertakings given for any and all purposes, also to execute and deliver on its behalf as aforesaid renewals, extensions, amendments, waivers, consents or stipulations relating to such bonds or undertakings provided, however, that no single bond or undertaking shall obligate said Company for any portion of the penal sum thereof in excess of the sum of Ten Million Dollars ($10,000,000.00).

Such bonds and undertakings when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be by its Senior Vice President thereunto duly authorized, this 5th day of July, 2019, at New York, New York.

Hudson Insurance Company

By: Michael P. Cifone
Senior Vice President

STATE OF NEW YORK
COUNTY OF NEW YORK

On the 9th day of July, 2019 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the corporation described herein which executed the above instrument, that he knows the seal of said Corporation, that the seal affixed to said instrument is that corporate seal, that it was so affixed by order of the Board of Directors of said Corporation, and that he signed his name thereto in the order.

Cameron Gourlay
Notary Public, State of New York
No. 01703572305
Qualified in New York County
Commission Expires June 4, 2022

CERTIFICATION

The undersigned Dina Daskalakis hereby certifies:

That the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27th, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and reconstructions, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertakings made in the course of this Company's surety business, and renewals, extensions, and modifications, obliations, powers, consents or stipulations regarding undertakings so made; and

RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, reconstructions, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether hereof or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually signed."

THAT the above and foregoing is a true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore, that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.

I hereby attest the hand of the undersigned and the seal of said Corporation this 11th day of August, 2020.

Dina Daskalakis, Corporate Secretary
STATE OF WISCONSIN                          
COUNTY OF Racine                           

ON THIS 11th day of August 2020,
before me, a notary public, within and for said County and State, personally appeared __
Thomas O. Chambers ____________ to me personally known, who being duly sworn, upon oath did say that he is the Attorney-in-Fact of and for the ____________
Hudson Insurance Company ____________ , a corporation of Delaware ____________ , created, organized and existing under and by virtue of the laws of the State of Delaware ____________ ; that the corporate seal affixed to the foregoing within instrument is the seal of the said Company; that the seal was affixed and the said instrument was executed by authority of its Board of Directors; and the said Thomas O. Chambers ____________ did acknowledge that he/she executed the said instrument as the free act and deed of said Company.

[Signature]
Jackie Sheldon
Notary Public, Racine County, Wisconsin
My Commission Expires 2/13/2023
NOTICE TO BIDDERS

Sealed Bids for **IFB 20-084 Pitman Hill Road Shared Use Path** will be received by the St. Charles County Purchasing Manager, 201 North Second Street, Suite 541, St. Charles, Missouri 63301, Until 2:00 PM., (prevailing Central Time) on **August 11, 2020** and will thereafter be publicly opened and read aloud in Room 116.

Due to the Coronavirus all St Charles County bids will be received and opened on the first floor of the Administration Building. The bid will be opened publicly on **8/11/2020 at 2:00 PM** in Room 116. It is highly recommended that you mail or have your bid delivered via UPS, Fedex, courier, etc., with plenty of time to arrive prior to the day of the bid opening. If you are delivering your bid the day of the opening and intend to stay, you will be screened for temperature in the lobby on the first floor prior to admittance of the bid opening. If your bid is dropped off prior to the opening there will be someone in the lobby to receive it.

The proposed work includes the furnishing of materials, tools, equipment and labor necessary to construct **PITMAN HILL ROAD SHARED USE PATH, TAP-7303(617)** in St. Charles County, Missouri.

The construction shall include all work incidental to the furnishing of materials, tools, equipment and labor necessary to construct **the proposed sidewalk removal, concrete multi-use path installation, two prefabricated pedestrian bridges, curb ramps, and other appurtenances** in St. Charles County, Missouri.

Plans and specifications, including the bid form, may be downloaded from St. Charles County’s “Open Bids” webpage on the County website at [http://www.sccmo.org/bids.aspx](http://www.sccmo.org/bids.aspx) by July 21, 2020.

Each Bid must be accompanied by a Cashier’s Check or Certified Check, or a Bid Bond executed by the Bidder and an approved Surety Company and payable to the County, in an amount not less than Five Percent (5%) of the Sum Total of the Base Bid.

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

The DBE goal for this letting is a minimum of **10%** of the total contract amount.

**TRAINEES:** The number of trainee hours provided under this contract will be **zero (0) hours**.

All contractors and subcontractors are subject to and must comply with the Safety Program Training requirements of Section 292.675 of the Revised Statutes of Missouri.
All requests for clarifications on these bidding documents must be received in writing at least one week prior to the bid opening.

All bidders must meet the MoDOT requirements as a CONTRACTOR at least seven (7) days prior to bid opening in accordance with Section 102.2 of the St. Charles County Standard Specifications for Arterial Highway Construction.

A Performance Bond and Payment and Materials Bond are required.

The project will be awarded to the lowest responsive, responsible bidder.

The COUNTY reserves the right to reject any and all Bids, to waive informalities therein to determine the lowest, responsive, responsible bidder, and to approve the bond. No Bid may be withdrawn for a period of sixty (60) days subsequent to the specified time for receipt of Bids.

The COUNTY intends to issue the Notice to Proceed on or about September 21, 2020.

The County of St. Charles 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.

St. Charles County

Craig E. Tajkowski, P.E.
St. Charles County Engineer
TAP-7303(617)

St. Charles County Highway Department
301 N. Third Street
St. Charles, Missouri 63301

INVITATION FOR BIDS

BID OF

Bidder Name__________________________________________________________

Bidder Address________________________________________________________

FOR

CONSTRUCTING
PITMAN HILL ROAD
SHARED USE PATH

IFB 20-084

From Chadwick Lane to Veterans Tribute Park
Saint Charles County
NOTICE TO BIDDERS

Sealed Bids will be received by the St. Charles County Purchasing Manager, 201 North Second Street, Suite 541, St. Charles, Missouri 63301, Until 2:00 PM., (prevailing Central Time) on August 11, 2020 and will thereafter be publicly opened and read aloud in Conference Room 534.

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

The DBE goal for this letting is a minimum of 10% of the total contract amount.

TRAINEES: The number of trainee hours provided under this contract will be zero (0) hours.

All contractors and subcontractors are subject to and must comply with the Safety Program Training requirements of Section 292.675 of the Revised Statutes of Missouri.

All requests for clarifications on these bidding documents must be received in writing at least one week prior to the bid opening.

All bidders must meet the MoDOT requirements as a CONTRACTOR at least seven (7) days prior to bid opening in accordance with Section 102.2 of the St. Charles County Standard Specifications for Arterial Highway Construction.

Pitman Hill Road Shared Use Path
TAP-7303(617)
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The project will be awarded to the lowest responsive, responsible bidder.

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St. Charles County

Craig E. Tjukowski, P.E.
St. Charles County Engineer
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 Section 102.2 of the St. Charles County Standard Specifications for Arterial 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. (if applicable – required on highway and bridge projects)

☐ 2. For submittal of paper bids, the complete set of bidding documents includes all information through the DBE form. The Technical Specifications/Job Special Provisions are for the bidder’s information only and is not to be returned with the bid.

☐ 3. If submitting the bid by mail, it is to be completed, executed, and submitted in a sealed envelope inside an envelope addressed to St. Charles County Finance Department, ATTN: Purchasing Manager, Suite 541, 201 North Second Street, St. Charles, Missouri 63301. Provide the vendor name, vendor address, County, Project Name, Federal Project Number, and County Bid Number on the outside of the sealed inside envelope.

☐ 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 the provided bid bond executed by bidder and surety, or attach cashier’s check to the bid bond form.

☐ 7. Submit the Subcontractor Disclosure Form within 3 business days of the Bid Opening.

☐ 8. Submit the DBE Identification Submittal within 3 business days of the Bid Opening.

☐ 9. Submit the completed Audit Clause for Contracts with the Bid.

☐ 10. Staple addenda to the bid in the appropriate part of the bid. The letter accompanying the addenda should be stapled to the inside of the back cover of the bid and returned. The bidder should retain a duplicate copy. (if applicable)

******************************************************************************
Below is a list of common mistakes made by bidders leading to non-responsive bids. Please refer to the Standard Specifications for the appropriate procedures for completing and submitting a bid.
  a) Not signing the bid
  b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid
  c) Using a different bid bond form than the one provided
  d) Using pencil to fill out the bid
  e) Using white out to make corrections to the itemized bid sheets
  f) Not initialing changes made

******************************************************************************
All questions concerning the bid document preparation or Project Specific questions can be directed to Lauren Gehner in writing at 301 N. 3rd Street, St. Charles, MO 63301, or by email (preferred) at lgehner@sccmo.org. All questions must be received at least one week prior to Bid Opening to ensure a response.

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Purchasing Manager, at 636-949-7465 or through Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

Open Records:
Any and all information contained in or submitted with the bid becomes a public record subject to the Missouri Sunshine Law when the bids are opened. If the bidder believes that any information contained in or submitted with the bid is protected from disclosure by the Missouri Sunshine Law, the bidder must clearly identify what information the bidder believes is so protected and must also clearly identify the legal basis therefor.

Veteran Friendly Employment Policy:
"Indicate whether you have developed a veteran friendly employment policy and, if so, attach a copy of such policy to your response as a point of information."

_____ "YES" our company has a veteran friendly employment policy.

_____ "NO" our company does not have a veteran friendly employment policy.
Please include a copy of your veteran friendly employment policy with your submission.

Pitman Hill Road Shared Use Path
TAP-7303(617)
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(7) Antidiscrimination P-2
(8) Federal and State Inspection P-2
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NOTICE TO CONTRACTORS

Sealed bids for the proposed work will be received until 10:00 A.M. CST on August 11, 2020 at the office of the St Charles County Finance Department, and at that time will be publicly opened. Bids should be delivered to: St Charles County Finance Department, ATTN: Purchasing Manager, Suite 541, 201 North Second Street, St Charles, Missouri 63301.

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

The furnishing of materials, tools, equipment and labor necessary to construct the proposed sidewalk removal, concrete multi-use path installation, two prefabricated pedestrian bridges, curb ramps, and other appurtenances in St. Charles County, Missouri.

(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 St Charles County Standard Specifications for Arterial Highway Construction, 2006 or latest edition approved by St Charles County, their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the St Charles County Standard Specifications for Arterial Highway Construction, 2006 as revised, unless otherwise noted.

The St Charles County Standard Specifications for Arterial Highway Construction, 2006 are available for purchase for $40.00 at the office of the St Charles County Highway Department, 301 North Third Street, St Charles, Missouri 63301.

It is the responsibility of each BIDDER before submitting a Bid to promptly notify the COUNTY of any ambiguity, inconsistency or error, which they may discover upon examination of the Bidding Documents or of the site and local conditions. BIDDERS may request clarification or interpretation of the Bidding Documents by making a written request, which shall reach the COUNTY at least seven (7) days prior to the date for receipt of Bids. Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretations, corrections or changes of the Bidding Documents made in any other manner will not be binding, and BIDDERS shall not rely upon such interpretations, corrections and changes. If the COUNTY 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) PERIOD OF PERFORMANCE: If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate and in such manner as, in the judgment of the engineer, is necessary for the completion of the work within the time specified as follows in accordance with Sec 108:

Calendar Days: One Hundred Twenty (120) calendar days for entire project

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

Liquidated damages per day of $800.00

(5) BID GUARANTY: The bidder shall submit a Bid Guaranty meeting the requirements of Section 102.9 of the St Charles County Standard Specifications for Arterial Highway Construction, 2006. The project bid bond form is included in the bid book. The bidder shall mark the box below to identify the type of Bid Guaranty.

☐ Paper Bid Bond
☐ Cashier’s Check

(6) CERTIFICATIONS FOR FEDERAL JOBS: By signing and submitting this bid, the bidder makes the certifications appearing in Sec. 102.18.1 (regarding affirmative action and equal opportunity), Sec. 102.18.2 (regarding disbarment, eligibility, indictments, convictions, or civil judgments), Sec. 102.18.3 (regarding anti-collusion), and Sec. 102.18.4 (regarding lobbying activities). Any necessary documentation is to accompany the bid submission, as required by these sections. As provided in Sec. 108.13, the contracting authority may terminate the contract for acts of misconduct, which includes but is not limited to fraud, dishonesty, and material misrepresentation or omission of fact within the bid submission.
(7) **ANTIDISCRIMINATION:** The Contracting Authority hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, businesses owned and controlled by socially and economically disadvantaged individuals will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, religion, creed, sex, age, ancestry, or national origin in consideration for an award.

(8) **FEDERAL AND STATE INSPECTION:** The Federal Government is participating in the cost of construction of this project. All applicable Federal laws, and the regulations made pursuant to such laws, shall be observed by the contractor, and the work will be subject to the inspection of the appropriate State or Federal Agency in the same manner as provided in Sec 105.10 of the St Charles County Standard Specifications for Arterial Highway Construction, 2006 with all revisions applicable to this bid and contract.

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor’s subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in “Annual Wage Order No. 26” 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:


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.


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
Contractor Name: ____________________________

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:

http://www.fhwa.dot.gov/programadmin/contracts/b-amquick.cfm

(13) **ADDENDUM ACKNOWLEDGEMENT.** Prospective contractors are required to check the County website where they downloaded the plans and bid specifications to verify if any addenda have been issued. The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. Staple addenda acknowledgement sheet to the front of the bid and replace all Proposal (P – x) sheets as required.

(14) **SIGNATURE AND IDENTITY OF BIDDER.** The undersigned states that the following provided information is correct and that (if not signing with the intention to bind themselves to become the responsible and sole bidder) they are the agent of, and they are signing and executing this, as the bid of ______________________________________, which is the correct LEGAL NAME as stated on the contractor questionnaire (if applicable).

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

   ☐ sole individual ☐ partnership ☐ joint venture

   ☐ corporation, incorporated under laws of state of ________________________.

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

Executed by bidder this _____ day of ________________20____.

THE BIDDER CERTIFIES THAT THE BIDDER AND ITS OFFICIALS, AGENTS, AND EMPLOYEES HAVE NEITHER DIRECTLY NOR INDIRECTLY ENTERED INTO ANY AGREEMENT, PARTICIPATED IN ANY COLLUSION, OR OTHERWISE TAKEN ANY ACTION IN RESTRAINT OF FREE COMPETITIVE BIDDING IN CONNECTION WITH THIS BID, AND THAT THE BIDDER INTENDS TO PERFORM THE WORK WITH ITS OWN BONA FIDE 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:

__________________________________________

Pitman Hill Road Shared Use Path
TAP-7303(617)        P-3
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) **TRAINEE:** By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission’s “General Provisions and Supplement Specifications” which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" “Standards and Specifications”. The number of trainee hours provided under this contract will be **zero (0) hours.**

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

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

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

(19) **SALES AND USE TAX EXEMPTION: St Charles County.** 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.

(20) **SECOND TIER SUBCONTRACTING:** Per requirements, second-tier subcontracting will not be permitted.

**ITEMIZED BID:** The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:
## PITMAN HILL ROAD SHARED USE PATH
### BID FORM

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT COST</th>
<th>EXTENSION</th>
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<tr>
<td>201-20.10</td>
<td>CLEARING AND GRUBBING</td>
<td>LS</td>
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<td>202-20.10</td>
<td>REMOVAL OF IMPROVEMENTS</td>
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<td>207-10.01</td>
<td>LINEAR GRADING</td>
<td>STA</td>
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<td>606-10.00</td>
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<td>606-10.80</td>
<td>MGS END ANCHOR</td>
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<td>606-30.14</td>
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<td>HANDRAIL</td>
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<td>609-70.10</td>
<td>ROCK LINING</td>
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<td>612-10.25</td>
<td>CHANNELIZER (TRIM LINE)</td>
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<td>613-10.14</td>
<td>SAWCUT (ANY DEPTH)</td>
<td>LF</td>
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<td>618-10.00</td>
<td>MOBILIZATION</td>
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<tr>
<td>627-10.00</td>
<td>CONTRACTOR FURNISHED SURVEYING AND STAKING</td>
<td>LS</td>
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<td>719-10.00</td>
<td>MODULAR BLOCK RETAINING WALL</td>
<td>SF</td>
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<td>731-99.10</td>
<td>REMOVE AND REPLACE TOP W/ SUMP BRIDGE TOP - DOUBLE</td>
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<td>805-20.00</td>
<td>SEEDING AND MULCHING</td>
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<td>806-10.00</td>
<td>INLET CHECK</td>
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<td>806-99.00</td>
<td>STRAW WATTLES</td>
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### ROADWAY - SUBTOTAL

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<th>QUANTITY</th>
<th>UNIT COST</th>
<th>EXTENSION</th>
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<td>612-10.05</td>
<td>CONSTRUCTION SIGNS</td>
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<td>612-50.00</td>
<td>PROJECT INFORMATION SIGNS</td>
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<td>620-20.01</td>
<td>12 IN SOLID WHITE EXTRUDED THERMOPLASTIC PAVEMENT MARKING PAINT</td>
<td>LF</td>
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<td>903-50.04A</td>
<td>PERMANENT SIGNAGE</td>
<td>SF</td>
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### SIGNING, STRIPING, SIGNAL - SUBTOTAL

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<th>QUANTITY</th>
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<th>EXTENSION</th>
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<td>608-60.04</td>
<td>4&quot; THICK CONCRETE SIDEWALK</td>
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<td>608-60.06</td>
<td>6&quot; THICK CONCRETE SHARED USE PATH</td>
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<tr>
<td>718-99.10A</td>
<td>62' PEDESTRIAN BRIDGE (10' WIDE)</td>
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<tr>
<td>718-99.10B</td>
<td>230' PEDESTRIAN BRIDGE (10' WIDE)</td>
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### BIKE, PEDESTRIAN - SUBTOTAL

**Total Bid (BASE BID) (Numbers):**

---

**Total Bid (BASE BID) (Written):**

---
SAMPLE BID BOND

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we ______________________________

as principal and

as surety, are held and firmly bound unto the county of St Charles Missouri (acting by and through the St Charles County Highway Department) in the penal sum of _____________________________ Dollars ($_________ ) to be paid to the County to be credited to the county road fund, the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Sealed with our seals and dated this ______________________________

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to St Charles County on ____________

in St Charles County, for project(s) ______________________________

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

NOW THEREFORE, if the County shall accept the bid of the principal and if the principal shall properly execute and deliver to the County 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 County, 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 County, fail to comply with any requirement as set forth in the preceding paragraph, then St Charles County, acting by and through the Highway Department, 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 County, in accordance with Sec 102.9 of the St Charles County Standard Specifications for Arterial Highway Construction.

__________________________________
Principal

By__________________________________
Signature

__________________________________
Surety

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.
Audit Clause for Contracts

Examination of Records

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

The Contractor shall require all subcontractors under this contract to comply with the provisions of this article by including the requirements listed above in written contracts with the subcontractors.

Vendor Information

Company Name: ____________________________________________

Business Address: __________________________________________

_________________________________________________________________

Business Hours: _____________________________________________

Phone: ______________________ FAX: __________________________

Email Address: ______________________________________________

Contact Person: ______________________________________________

Authorized Signature: ________________________________________

(Indicates acceptance of all bid terms and conditions)

Date: ________________________________

Pitman Hill Road Shared Use Path
TAP-7303(617)
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:

   ____% 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).

________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________
________________________________________________________________________

DBE From 1 of 3

Contractor Name: ___________________________________________________________
**DBE Submittal Forms**

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

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

<table>
<thead>
<tr>
<th>(A) DBE Name &amp; Address</th>
<th>(B) Bid Item numbers (Or Line numbers)</th>
<th>(C) $ Value of DBE of Work ** (Unit Price x Quantity of each item in B, or Lump Sum)</th>
<th>(D) % Of $ Value Applicable to DBE Goal ** (100%, 60%)</th>
<th>(E) $ Amount Applicable to DBE Goal for each item (C x D)</th>
<th>(F) % Of Total Contract Amount for each item (E/Total Contraction Amount)</th>
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</thead>
<tbody>
<tr>
<td>1.</td>
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<td>Total DBE Participation</td>
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** Cannot exceed contract amount for given item of work.

Pitman Hill Road Shared Use Path  
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## DBE Submittal Forms

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<thead>
<tr>
<th>(A) DBE Name &amp; Address</th>
<th>(B) Bid Item numbers</th>
<th>(C) $ Value of DBE of Work **</th>
<th>(D) % Of $ Value Applicable to DBE Goal **</th>
<th>(E) $ Amount Applicable to DBE Goal for each item</th>
<th>(F) % Of Total Contract Amount for each item</th>
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<td>Trucking Services</td>
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<td>Only used if the DBE owns the trucks or is leasing from a DBE firm</td>
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<td>Totals (additional pages if needed)</td>
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** Cannot exceed contract amount for given item of work.

Company:_____________________________ Date:_____________________

By:_____________________________ Title:_____________________

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DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS
FOR LOCAL PROGRAMS

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

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

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

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

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

   (a) The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of the contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of USDOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of the contract, which may result in the termination of the contract or such other remedy, as the recipient deems appropriate.
In this provision, “contractor” will be defined as the contractor on the contract; “subrecipient” will be defined as any subcontractor performing the work. For the purposes of any federal-aid contract awarded by the Commission, “the recipient” will be defined as either the Commission, or MoDOT, or both. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes with a subrecipient.

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

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

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

The MRCC DBE Directory can be found at the following link:
http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm

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

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission’s DBE Program rules. The bidder further certifies that the contractors management personnel on the project understand and are familiar with the requirements of these federal and state DBE Program regulations; and if the bidder was not familiar with or did not understand the requirements of these regulations, they have

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contacted the External Civil Rights Division of MoDOT and have been informed as to their duties and obligations under the DBE Program regulations by MoDOT staff and/or by USDOT DBE Program staff.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) Negotiating in good faith with interested DBEs, not rejecting DBEs as unqualified without sound business reasons based on a thorough investigation of the DBE’s capabilities.
(i) Making efforts to assist interested DBEs in obtaining bonding, lines of credit or insurance required by the Local Agency or by the bidder.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) The DBE may also lease trucks from a non-DBE firm, including an owner-operator. However, the DBE who leases trucks from a non-DBE is entitled to DBE contract goal credit only for the brokerage fee or commission the DBE receives as a result of the lease arrangement. The DBE Pitman Hill Road Shared Use Path TAP-7303(617)
will not receive credit for the total value of the transportation services provided by the non-DBE lessee. Furthermore, no DBE contract goal credit will be allowed, even for brokerage fees or commissions, where the DBE leases the trucks from the contractor on the project or a firm owned, controlled by, or affiliated by ownership or control to, the contractor.

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

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

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

15.1 Verification of DBE Participation, Liquidated Damages.

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

15.3 Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount shall become the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor’s DBE contract goal commitment. However, no liquidated damages will be assessed, and no other administrative sanctions or remedies will be

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imposed when, for reasons beyond the control of the contractor and despite the good faith efforts made by the contractor, the final DBE contract goal participation percentage was not achieved. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

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

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

GENERAL

The Federal Government is participating in the cost of construction of this project.

St. Charles County reserves the right to add or reduce any quantity of all Contract bid items at the Contract unit price for that item.

DRAWINGS

Accompanying these specifications are the following drawings, which are to illustrate and become a part of these specifications:

<table>
<thead>
<tr>
<th>Description</th>
<th>Sheet Number</th>
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<tbody>
<tr>
<td>Title Sheet</td>
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<td>Quantities</td>
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<tr>
<td>Bridge Detail Sheets</td>
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<td>Erosion Control Sheets</td>
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<tr>
<td>Traffic Control Sheets</td>
<td>TCP-1</td>
</tr>
<tr>
<td>Cross Sections</td>
<td>CS-1 – CS-19</td>
</tr>
</tbody>
</table>

MoDOT and St. Charles County Standard Plans are not included in the construction plans, but are included by reference. A listing of the necessary Standard Plans is included in the supplemental Standard Drawings section of these specifications.

These drawings and specifications are intended to be so coordinated that any work included in one and not in the other, shall be executed as if included in both.

All work contemplated and described in the specifications shall be carried out in accordance with the general and detail drawings made a part thereof and with such additional detail drawings and directions as may be given from time to time during the progress of the work. On all drawings, computed dimensions shall take precedence over measurements by scale and full-sized details over scale drawings.

INSURANCE

The CONTRACTOR shall maintain all required insurance and provide required certificates in accordance with Section 107.13 of the St Charles County Standard Specifications for Arterial Highway Construction, 2006.
PERFORMANCE BOND

A bond will be required for the full amount of the contract price with a surety company, conditioned for the faithful performance of this Contract and the guarantee of the work. Both Contract and bond shall be executed in quadruplicate and in a form acceptable to the COUNTY. The cost of the performance bond shall be incidental to the price bid.

PAYMENT AND MATERIALS BOND

A bond will be required for the full amount (100 percent Labor and Material) of the contract price with a surety company. The bond shall be executed in quadruplicate and in a form acceptable to the COUNTY. The cost of the payment and materials bond shall be incidental to the price bid.

GOVERNING STANDARD SPECIFICATIONS AND DEFINITION CHANGES

The general requirements, provisions and technical specifications governing the completion of the work contemplated shall be the St. Charles County Standard Specifications for Arterial Highway Construction, 2006 (hereinafter referred to as the Standard Specifications) for the roadway and insurance requirements together with the General and Job Special Provisions and other County and State requirements contained in the contract documents.

Special attention is called to the following sections:

A. The contractor shall comply with all the provisions of Section 806 in regards Temporary Water Pollution and the Storm Water Pollution Prevention Plan.

B. The contractor shall comply Section 106.9 in regards to the Buy America Policy.

C. The contractor shall be familiar with Sections 104.2 Differing Site Conditions, 104.3 Changes in the Work, 104.4 Notification of Differing Site Conditions and Changes in the Work, 105.1.2 Suspension of Work, 108.6 Temporary Suspension of Work, 108.15 Suspension of Work Directed by the Engineer, 109.4 Differing Site Conditions and Changes in the Work, and 109.12 Change Orders.

Contract Form, Contract Bond, and CONTRACTOR Acknowledges will be in identical form to those contained in these specifications.

Whenever reference is made to the requirements of American Society for Testing and Materials (ASTM), American Association of State Highway and Transportation Officials (AASHTO) or other specified standard specification the latest current revision thereof shall be used and the English version shall be used.

REFERENCE STANDARDS

Reference to standards, specifications, manuals, or codes of any technical society, organization, or association, or to the Laws or Regulations of any governmental authority, whether such reference be
specific or by implication, shall mean the latest standard specification, manual, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Agreement if there were no Bids), except as may be otherwise specifically stated. However, no provision of any referenced standard, specification, manual, or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Owner, CONTRACTOR, or Engineer, or any of their Consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to Engineer, or any of Engineer's Consultants, agents, or employees, any duty or authority to supervise or direct the furnishing or performance of the Work.

COORDINATION WITH OTHER CONTRACTORS

There is a possibility that other CONTRACTORS may be working in the vicinity during the construction of this Contract. The CONTRACTOR shall inform himself fully of the conditions relating to construction and labor under which the work will be or is now being performed, and the CONTRACTOR must employ as far as possible such methods and means in carrying out his work as will not cause any interruptions or interference to any other CONTRACTOR.

When necessary for proper prosecution of work, each CONTRACTOR shall permit the other access through the overlapping construction areas and the use of any access or haul roads constructed by others.

SHOP DRAWINGS

In all cases where details or shop drawings are required, the CONTRACTOR shall submit (five copies) to the COUNTY ENGINEER, St. Charles County, Missouri for review before any of the work is begun. Should extensive changes be necessary, corrected drawings shall be submitted for final review. Five (5) copies of the final reviewed drawings will be required. (Two (2) copies will be returned to the CONTRACTOR.)

The CONTRACTOR shall thoroughly review the shop drawings for compliance with the Contract drawings and specifications before submitting them to the COUNTY ENGINEER. The shop drawings shall be stamped “reviewed” by the CONTRACTOR BEFORE submitting them to the COUNTY ENGINEER.

When it is required to submit material or equipment, shop drawings, manufacturer’s brochures, or samples for review, said submittals are to be made to the COUNTY ENGINEER through the General CONTRACTOR.

Each item submitted for approval must be identified by reference to specification paragraph number and/or plan drawing number.

If the item described or submitted is not exactly as specified by the plans and/or specifications, the procedure shall be as follows:

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With the submittal CONTRACTOR shall state in writing that the item is not exactly as specified by the plans and/or specifications and he shall state the difference.

At least five (5) copies of the shop drawings, manufacturer’s brochures and data, or samples shall be submitted to the COUNTY ENGINEER.

The COUNTY ENGINEER will then evaluate the submittal and will transmit the accepted or rejected submittal to the CONTRACTOR.

When substitutions for the specified items are approved, the submitting CONTRACTOR will be responsible for all costs incurred due to the changes from plans and/or specifications. This includes additional design costs, material and equipment costs and any appurtenant cost that may be incurred by other trades.

The COUNTY and/or CONSULTING ENGINEER will not be responsible for errors in the shop drawings which their examination and scrutiny many have failed to detect, and the CONTRACTOR shall be absolutely responsible for the correctness of the drawings furnished by him or his subcontractors.

Within two (2) weeks after signing the Contract between the COUNTY and the CONTRACTOR, the CONTRACTOR shall submit a complete list of shop drawings and samples for items of work and the approximate dates on which they will be submitted for approval. The CONTRACTOR’S first payment can be withheld if this requirement is not met.

Shop drawings and/or manufacturers data shall be submitted as required per the specifications including:

- Prefabricated Bridges
- Guardrail
- Modular Block Retaining Wall
- Concrete Mix Design
- Seed Mixture

This list is not necessarily all inclusive. See Specifications for requirements of submittals.

**TRUCK TICKETS**

All items, except reinforcing, structural and fabricated steel, to be paid for on the basis of weight, shall be weighed on a licensed scale and the weight ticket issued at the scale for each load of material shall be furnished to the ENGINEER at the time of delivery of the material.

Tickets shall show the following information:

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Date
Contractor’s Name
Job Name
Gross and Tare Weights or Volume
Time Left Plant
Ticket Number
Load Number
Type of Material Delivered

RIGHTS-OF-WAY

All improvements will be constructed within the public right-of-way shown on the plans.

Upon completion of the contract work, the CONTRACTOR shall restore, without additional cost to the COUNTY, all improvements within the right-of-way to substantially the same conditions as they were at the commencement of the construction work, unless otherwise noted.

At Project Closeout, the ENGINEER will ensure the conditions of areas located outside of the Existing right-of-way were not damaged, and if damaged were repaired to the same as at the commencement of the work. Non-approval can result in the withholding of final payment.

All costs resulting from the maintenance or improvement of areas outside the construction limits depicted on the plans – such as incidental grading, and the repair of improvements damaged by the CONTRACTOR – shall be borne by the CONTRACTOR.

INSPECTIONS

The CONTRACTOR shall assure that representatives of the COUNTY, MoDOT and FHWA shall have the privilege of inspecting and reviewing work done by the CONTRACTOR or his subcontractors on this project, in accordance with Section 105.10 of the Standard Specifications.

The CONTRACTOR shall also assure that all of his subcontractors, if any, maintain all books, documents, papers and other evidence pertaining to cost incurred in connection with the Contract and make such materials available at such CONTRACTOR’s office at all reasonable times during the contract period.

The COUNTY ENGINEER or his representative on the following items of work will generally make inspections and job control tests. It shall be the responsibility of the CONTRACTOR to notify the COUNTY ENGINEER or his representative by 3:00 P.M. of the day preceding any operation that affects these items.
If any operation which affects the above mentioned items is to be performed on a Monday, notification must be made to the COUNTY ENGINEER or his representative by 3:00 P.M. of the preceding Friday. The lack of supervision or inspection by the COUNTY ENGINEER or his representative shall not relieve the CONTRACTOR of the responsibility to construct the project according to the plans and specifications. Any work performed or materials used without authorization by the COUNTY ENGINEER or his representative may be ordered removed and replaced at the CONTRACTOR’S expense.

The COUNTY, MoDOT and FHWA shall also reserve the right to inspect any fabricated or manufactured items at the place of fabrication and/or manufacture, in accordance with Section 105.10 of the Standard Specifications. The COUNTY’S representative shall be notified in advance of the beginning of the shop work so the COUNTY’S representative may be present if the COUNTY’S representative desires. Requests for shop inspection shall be made a minimum of five (5) working days in advance of the need for inspection. The COUNTY’S, MoDOT’s and FHWA’s representative shall have full access to all parts of the shop or project site where material is being fabricated or assembled for inspection, and shall be provided with every reasonable facility for determining the character of material, acceptability of fabrication, and the masses of the pieces.

**LABOR RECORDS**

The prime CONTRACTOR and each subcontractor on all projects are required to submit one certified copy of labor payrolls for each week that work is in progress. In the event that work is temporarily suspended, the last payroll shall be marked appropriately to note that it will be the last payroll until work is resumed.

Payrolls to be submitted shall be checked for compliance with the contract requirements. All payrolls shall be retained by the local agency for a period of three years after the date on which the local agency received reimbursement of their final invoice from MoDOT, during which time they shall be open to inspection by MoDOT.

A certified copy of each weekly payroll must be submitted by the prime CONTRACTOR within 7 days of the payment date of the payroll. The certification may be attached to the payroll or may be on the payroll itself. The prime CONTRACTOR will be responsible for the submittal of payrolls and certifications for all subcontractors on the project.

The local agency shall check payrolls, with the following checks being made to insure proper labor compliance:

A. The employee’s full name as shown on his social security card, his address and social security
number shall be entered on each payroll;
B. Check the payroll for correct employee classification;
C. Check the payroll for correct hourly wage and, where applicable, the correct overtime hourly rate;
D. Check the daily and weekly hours worked in each classification including actual overtime hours worked (not adjusted hours);
E. All deductions are listed and the net wage shown. The Form WH-347 (explained in a subsequent paragraph) is to be used where fringe benefits are paid into established programs. However, if fringe benefits are paid in cash to the employee, the amount shall be indicated on the payroll.
F. To assure that the payrolls are arithmetically correct, approximately 10% of the extensions on the first three payrolls shall be checked. The CONTRACTOR is to be advised of any violations noted on the labor payroll. All the errors are to be corrected by means of a supplementary payroll.
G. All checking by the local agency shall be made in red pencil and initialed by the checker.
H. Final payrolls shall be marked “Final” or “Last Payroll”.
I. A record of all payrolls is to be maintained by the local agency.

The prime CONTRACTOR and each subcontractor are required to submit a weekly statement of compliance within seven days of the payment date of each payroll period. This statement, Form WH-347, is to be submitted in the prescribed form as set out in the “Required Contract Provisions” included in the contract. A record of all statements is to be maintained by the COUNTY.

LABOR POSTINGS

The following information is required to be posted on the project and in the St. Charles County Highway Department office. Postings of any such other information as required by State and/or Federal wage/labor laws shall also be made.

1. In the COUNTY ENGINEER’S office:
   a. Missouri Equal Employment Opportunity Notice
   b. PR-206, Title 18, Section 1020, Notice on False Statements

2. On the project:
   b. Federal Wage Rates
   c. PR-206, Title 18, Section 1020, Notice on False Statement
   d. Form PR-809, Wage Rate Information
   e. CONTRACTOR’s and Subcontractor’s EEO Policy Statements and name, address and telephone number of designated EEO Officers

COORDINATION OF WORK

The CONTRACTOR shall cooperate with and so coordinate his work under this Contract to minimize cross-interference with the following:

1. Utility relocation arranged or constructed by the COUNTY.
2. Any utility relocation performed by any private utility. CONTRACTOR needs to show on his schedule how he plans to work with the utility relocations. Utility scheduling is further addressed in Section 2.1.4 of the Job Special Provisions. Contractor’s attention is directed to Section 105.7 of the Standard Specifications regarding coordination with utility companies.

3. Local access to abutting property owners.

4. Mail delivery service. CONTRACTOR must coordinate with the Post Office to ensure that mail delivery is not interrupted on any parcel at any time during the project. If temporary mail boxes are required, the CONTRACTOR will be responsible for procuring, installing and maintaining. All work associated with providing mail service is considered incidental and no direct payment will be made. Reinstallation of the permanent mail boxes will be done in such a manner that the mail box is in equal or better condition than at the beginning of construction. No direct payment for mailbox construction will be made.

CONFLICT WITH PERSONNEL

If a conflict between personnel of the CONTRACTOR and the COUNTY escalates to the point that it hinders the progress of the Work and cannot be settled amicably, the CONTRACTOR’s personnel involved in the conflict shall be removed from the project.

A personnel conflict shall not give cause for the CONTRACTOR to terminate this Contract nor to pull off employees from active job sites. If the CONTRACTOR withdraws crews, the COUNTY may, at its sole discretion, consider the Contract to be terminated under the provisions of Article 14 of the County-Contractors Agreement. If the COUNTY so determines, notices shall be given as set forth therein.

NOTICE TO OWNERS AND AUTHORITIES

CONTRACTOR shall notify owners of adjacent property and utilities when prosecution of the Work may affect them.

When it is necessary to temporarily deny access to property, or when any utility service connection must be interrupted, CONTRACTOR shall give notices sufficiently in advance to enable the affected persons to provide for their needs. Notices shall conform to any applicable local ordinance and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby.

CONSTRUCTION AND TRAFFIC CONTROL SIGNS AND BARRICADES

All signs and barricades as detailed on the Plans shall be furnished, installed and maintained by the CONTRACTOR. The CONTRACTOR shall meet all requirements of the latest revision of the MUTCD “Manual on Uniform Traffic Control Devices”. No traffic switches will be made without the necessary temporary or permanent signage and/or striping in place meeting the requirements of
the Standard Specifications and/or the MUTCD.

TESTS
The CONTRACTOR shall notify the COUNTY ENGINEER of the sources of all materials in order that required tests and approval of source materials can be made without delaying the project. The COUNTY shall perform its own testing or employ a testing agency to make soil, compaction asphalt, and other tests identified in these specifications. Concrete cylinders will be made in accordance to ASTM C 39. Unless otherwise directed, the cylinders shall be tested at the following intervals:

1 at 7 days
1 at 14 days
1 at 28 days
1 held until completion of project

CONTRACTOR may request additional cylinders be made and broken early. The cost of the additional cylinders and testing will be borne by the CONTRACTOR.

The COUNTY at their discretion and at their cost may make additional concrete tests and the CONTRACTOR shall cooperate. The CONTRACTOR is responsible to certify all necessary test have been performed on prefabricated assemblies such as precast box culverts and modular wall units.

EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT (DSP-90-11F)

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

21.2.1 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.

<table>
<thead>
<tr>
<th>Missouri Highway Patrol (314) 340-4000</th>
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<tbody>
<tr>
<td>Fire and Ambulance: 911</td>
</tr>
<tr>
<td>St. Charles County Police: (636) 949-3000</td>
</tr>
<tr>
<td>St. Peters City Police: (636) 278-2222</td>
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</tbody>
</table>

21.2.2 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.

21.2.3 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.

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

**EROSION CONTROL MEASURES**

The CONTRACTOR shall provide adequate erosion control features in accordance with any local, state and federal regulations, this includes the St. Charles County Erosion Control and Sediment Guidelines as well as in accordance with the Construction Plans. The CONTRACTOR shall submit any additions or deletions from their provided erosion control plan to the COUNTY for approval prior to the start of construction.

**PROGRESS SCHEDULE**

The CONTRACTOR shall, prior to or at the preconstruction meeting, prepare and submit to the COUNTY ENGINEER for approval a detailed schedule of all operations showing the following:

The anticipated time of commencing and completion of various operations to be performed under this Contract.

Anticipated time of closure for each roadway. Note that the roadways cannot be closed concurrently.

The estimated time required for fabrication and/or delivery of all materials and equipment required for the work.

Utilities relocations by others and how it affects CONTRACTOR schedules.

The COUNTY ENGINEER may require the CONTRACTOR to adjust his plan, equipment or construction forces, if progress falls behind the approved schedule such that completion within the specified time appears doubtful.

The CONTRACTOR must update the progress schedule and resubmit to the County for acceptance anytime work falls behind the current accepted schedule.

**PROGRESS REPORTS**

The CONTRACTOR shall submit progress reports on a monthly basis beginning the first Friday after award of the project and continuing through closeout of the project. The reports shall briefly describe work accomplished during the time period and projected work for the next time period. They shall indicate the project number, and the days the CONTRACTOR was unable to work due to conditions beyond his control (list specific reason, i.e. rain, cold, etc.). They shall be in a neat, legible form and submitted to the COUNTY (four copies).

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PROGRESS PAYMENTS
CONTRACTOR shall submit original signed monthly pay requests to the COUNTY ENGINEER by the tenth of the month. Payment will be made by the first of the next month. The pay request will reflect the following changes and totals made on past invoices for:

Contract Amount
Total Change Order amounts
Pay Item quantities of work completed that month
Additional pay items
Previously paid invoices
Total retainage to date
Total amount due this pay request

Retainage shall be administered in accordance with Section 109.9 of the Missouri Standards Specifications for Highway Construction, 2011. All references therein to “Commission” are understood as replaced with “County.” Section 109.9.1.2 shall be disregarded in its entirety.

Retainage, as defined per the Missouri Standards Specifications for Highway Construction, 2011, shall be further administered in accordance with RSMo 34.057, which is included in its entirety for informational purposes as follows:

34.057 RSMo

Nothing in this section shall prevent the owner from withholding payment or final payment from the contractor, or a subcontractor or material supplier. Reasons for withholding payment or final payment shall include, but not be limited to, the following: liquidated damages; unsatisfactory job progress; defective construction work or material not remedied; disputed work; failure to comply with any material provision of the contract; third party claims filed or reasonable evidence that a claim will be filed; failure to make timely payments for labor, equipment or materials; damage to a contractor, subcontractor or material supplier; reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum; or citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

First payment will not be made until the following items have been approved by the COUNTY.

Project Schedule
Traffic Control Plan

Subsequent progress payments will be suspended unless the CONTRACTOR’s project schedule is up to date and acceptable to the County, and weekly payroll statements of compliance are current.

HOURS OF WORK

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During Central Standard Time-CST, all work is to be accomplished between the hours of 7:00 a.m. and 6:00 p.m. Monday through Friday and between 7:30 a.m. and 5:00 p.m. on Saturday. During central daylight savings time, all work is to be accomplished between the hours of 6:30 a.m. and 6:00 p.m. Monday through Friday and between 7:30 a.m. and 5:00 p.m. on Saturday. CONTRACTOR shall notify COUNTY no less than 48 hours in advance of any work scheduled to be done on Saturday. No work shall be performed on Sunday. Work outside of these hours, including incidentals, can only be done following a written request to and subsequent written approval from the COUNTY ENGINEER.

**PROTECTION DURING CONSTRUCTION**

During the progress of the work, the CONTRACTOR shall protect all existing and new work from injury or defacement and particular care shall be taken of all finished parts. Any damage occurring to the work from any cause, including any damage caused by others and utilities, shall be properly repaired and/or replaced at the CONTRACTOR’S expense to the satisfaction of the COUNTY ENGINEER.

The CONTRACTOR is also responsible for any repair and/or maintenance required throughout the project from the Notice to Proceed until final acceptance. These maintenance items or repairs include but are not limited to pothole repair, resurfacing temporary roads, maintenance of utility cuts, mowing, etc.

**CLEANING UP**

The CONTRACTOR shall have all rubbish and debris removed from the premises from time to time as directed by the COUNTY ENGINEER. Upon the completion of the work, the premises shall be left in a neat and presentable condition.

**TEMPORARY FACILITIES**

**Temporary Toilet For Workmen** -- The CONTRACTOR shall provide temporary toilet facilities conforming to requirements of all Health and Sanitation Codes for use by workmen employed on the project. The location of the toilet shall be as directed by the COUNTY ENGINEER and the facilities shall be kept in a clean, sanitary condition at all times. The cost for the temporary toilet shall be included in the bid price for other work.

**Temporary Light and Power** -- The CONTRACTOR shall provide and pay all charges for temporary light and power, as required for the work.

**Temporary Water** -- The CONTRACTOR shall provide and pay for temporary water service, as required for the work.

**Temporary Field Office** -- The CONTRACTOR may provide and maintain a temporary field office for his use. The COUNTY ENGINEER shall approve the location of the proposed office. No direct payment will be made for this work.
HAULING OVER STREETS

All streets over which hauling is performed shall be kept reasonably clean of spilled or tracked-on materials at all times and shall be thoroughly cleaned of such materials daily, within one hour after the suspension of hauling operations if said street is used by the traveling public.

The CONTRACTOR will be required to secure from the proper City, County, and State authority any permits which may be required to haul over city, County or state streets, and any hauling operation shall be subject to the requirements of such permits and to any applicable City, County or State regulations and ordinances governing hauling and the movement of equipment over said city, County, or state streets. CONTRACTOR is reminded that they must follow posted weight limits for bridges.

CUTTING AND PATCHING

The CONTRACTOR shall do all cutting, fitting, or patching of his work that may be required to make its several parts connect with the existing conditions as shown upon, or reasonably implied by the plans and specifications and as may be directed by the ENGINEER.

Any cost caused by defective or ill-timed work shall be borne by the party responsible therefore as determined by the COUNTY.

The CONTRACTOR shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other CONTRACTOR without the consent of the ENGINEER.

WORK IN EXISTING DRAINAGE AREA

The attention of the BIDDER is directed to the fact that the site of the work conveys overland and piped storm water drainage. The CONTRACTOR shall inform himself fully, of the conditions relating to the construction and labor under which work will be performed. The CONTRACTOR shall employ as far as possible such methods and means in carrying out his work as not to cause any interruptions or interference to the flow of storm water. The CONTRACTOR shall take special care to prevent the obstruction of the existing or new storm water facilities. In addition, all debris and material that could cause obstruction to downstream culverts, if a storm were to occur, must be removed immediately. All excavation shall be planned and executed in a manner to minimize the duration of exposure of unprotected soils. All borrow areas and embankments shall be managed to prevent sediment from entering nearby water or land. Disturbed areas shall be restored with permanent vegetative diversion, or siltation retention facilities shall be provided to protect water courses.

USE OF ST. CHARLES COUNTY IN ADVERTISING
The successful bidder is specifically denied the right of using in any form or medium the names of St. Charles County or any other public entity within the St. Charles County for public advertising unless express written permission is granted.

**SUBSTITUTE AND “OR-EQUAL” ITEMS**

The Contract, if awarded, will be on the basis of materials and equipment specified or described in the Bidding Documents without consideration of possible substitute or “or-equal” items. Application for review of substitute or "or-equal” materials or equipment will not be considered by ENGINEER until after the Effective Date of the County-Contractors Agreement.

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.

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 COUNTY at least seven (7) days prior to the date for receipt of Bids. Each such request shall include the name of the material, product, system or equipment for which substitution will be made and a complete description of the proposed substitute including drawings, costs, performance and test data and any other information necessary for an evaluation. A statement setting forth any changes in other materials, products, systems, equipment, or other Work that incorporation of the substitute would require shall be included in each such request. The COUNTY, at its sole discretion, may approve or disapprove the proposed substitute.

If the COUNTY 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.

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

**PROJECT SUBMITTALS AND CLOSEOUT**

1. Although not an all-inclusive list, the following submittals shall be required by the CONTRACTOR prior to the start of construction:

   - Bid Guaranty Submitted:_________
   - Contract Agreement Submitted:_________
   - Performance Bond Submitted:_________
   - Payment & Materials Bond Submitted:_________
   - Certificate of Insurance Submitted:_________

Pitman Hill Road Shared Use Path
TAP-7303(617)

GR-14
Preliminary Work Schedule Submitted:__________
List of Desired Substitutions Submitted:__________
List of Subcontractors Submitted:__________

2. The following documents are required from the CONTRACTOR to make Final Payment and to submit with the Final Reimbursement Request to MoDOT:

Prevailing Wage Affidavit (Prime & Subcontractors) Submitted:__________
Contractor's Certification Regarding Settlement of Claims (Prime) Submitted:__________
Contractor's Final Lien Waiver (Prime) Submitted:__________
Contractor's Final Pay Invoice (Prime) Submitted:__________
Contractor's Final Breakdown of D.B.E. Submitted:__________

Participation. If goals were not met, include documentation as to why (Prime).

3. The CONTRACTOR shall close out the project in the following manner or as otherwise directed by the COUNTY ENGINEER:

Final inspection and approval by the COUNTY ENGINEER.

Any claim from his subcontractors, utilities, or adjacent property owners must be cleared.

Final inspection and approval from all State and COUNTY agencies involved in the project.

CONTRACTOR shall supply as-built markups, if required, on a clean set of drawings to the COUNTY ENGINEER at closeout.

CONTRACTOR, including all subcontractors, shall supply final lien waivers for all material, labor and equipment with final pay request.

4. The following documents are required to final out a Federal-aid Contract. The CONTRACTOR shall ensure that all the documents from paragraph 35.2 above are submitted in a timely manner and shall assist the COUNTY in completing the items in paragraph 35.4.a below as required.

4a. The Local Agency will provide these documents:

Final Change Order (If needed.) – Submit enough copies for MoDOT to retain two (2). This item may be submitted ahead of time to secure Federal Funding.

Final Inspection and Acceptance Letter - On Local Entity (Sponsor) Letterhead (LPA Manual Paragraph 136.11.20, items 1 and 2)
Final Certification Letter - On Local Entity (Sponsor) Letterhead. (Conformity of materials, field tests, project construction. See LPA Manual Paragraph 136.11.20, items 3a, b and c)

Local Agencies Recommendation regarding the Contractor's fulfillment of DBE requirements (LPA Manual Paragraph 136.11.20, item 4b)

Final Invoice - On Local Entity Letterhead

Refer to Sections 136.3.15 and 136.11 of the Local Public Agency Manual for further explanation and examples of required certifications.
JOB SPECIAL PROVISIONS – TABLE OF CONTENTS
(Job Special Provisions shall prevail over Specification and/or General Provisions whenever in conflict therewith)

General
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B. Contract Time for Completion of Work
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D. Utility Coordination
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Modifications to the Standard Specifications
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B. Section 608.4.2 Concrete Sidewalk
C. Section 620.50 Paint for Pavement Marking
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A. Item 201-20.10 – Clearing and Grubbing
B. Item 202-20.10 – Removal of Improvements
C. Item 612-50.00 – Project Information Signs
D. Item 618-10.00 – Mobilization
E. Item 627-10.00 – Contractor Furnished Surveying and Staking
A. NOTICE TO BIDDERS OF THIRD PARTY CONCURRENCE IN AWARD (DSP-98-19A)

1.0 Bidders are advised that COUNTY is party to a contract with Federal Highway Administration (FHWA) and Missouri Department of Transportation (MoDOT) which provides that FHWA/MoDOT shall provide substantial funds for construction of Job No. TAP-7303(617) by reason of which FHWA/MoDOT has the right to concur or not concur in COUNTY’s award of a contract for this job.

2.0 Bidders acknowledge that their bids are made with knowledge of and subject to the condition of FHWA/MoDOT concurrence in and prior authorization of any award of a contract for this job by COUNTY.

3.0 Bidders agree that they shall be stopped, both in law and equity, to assert any right to award of a contract for this job by COUNTY should FHWA/MoDOT not concur in that award for any reason.

B. CONTRACT TIME FOR COMPLETION OF WORK

1.1 Overall Project Completion

Completion of this contract shall be in accordance with Section 108.7 and will be administered by a calendar day completion basis. Completion is defined as 100% of the contract items completed including correction of deficiencies.

Regardless of when the work is begun on this contract, all work shall be completed within 120 Calendar Days from the date of the written Notice to Proceed.

Should the CONTRACTOR, or in case of default, the surety fail to complete the work within the calendar days specified, a deduction in the amount of $800 will be made for each and every calendar day that the contract remains uncompleted in accordance with the requirements of Section 108.8.

C. WORK ZONE TRAFFIC MANAGEMENT PLAN

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

2.1 Traffic Management Schedule.

2.2 Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, hours traffic control will be in place, and work hours.
2.3 The contractor shall notify the engineer prior to lane closures or shifting traffic onto detours.

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

2.5 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.

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

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

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

3.0 Work Hour Restrictions.

The CONTRACTOR shall not perform any construction operation on the roadway, including the hauling of material within the project limits, during restricted periods, holiday periods, or other special events specified in the contract documents.

D. UTILITY COORDINATION

1.0 The CONTRACTOR is hereby notified that utility relocations may be necessary on this project and may, or may not, be in various stages of completion. As a result, the CONTRACTOR acknowledges and should be fully prepared for his operations to be impacted by conflicts of varying degree. As required by Sections 102.5.5 and 105.7 of the Standard Specifications, the CONTRACTOR shall be responsible for contacting utilities and coordinating his work with the ongoing relocations.

The following is the approximate status prior to the advertisement for bids:

Pitman Hill Road Shared Use Path
TAP-7303(617) JSP-3
**Spire Energy (Gas)** has facilities within the project corridor. They have a main on the west side of the road that crosses to the east side near Station 26+00. Their 3” plastic main will need to be lowered to construct a flat bottom ditch in this location at Station 26+00 Right. A relocation plan was submitted in January 2020. Relocation work is scheduled to begin shortly.

Missouri American Water Company and AT&T have facilities on the west side of Pitman Hill Road which is the opposite side from the project. Therefore, no conflicts are anticipated.

Central Electric and Cuivre River Electric have lines running parallel to the project, with Cuivre River having their lines on Central Electric’s utility poles. No conflicts with these poles are anticipated.

Duckett Creek (Sanitary Sewer) has a 15” line crossing under the project near Station 26+00 but there is estimated to be 20 feet of cover over their line, so no conflict is anticipated.

2.0 Should a level of conflict arise whereby the utility relocation work requires a temporary suspension of work due to its impact on the CONTRACTOR’S major operation of work, an adjustment of the contract time for completion of work will made by utilizing the weighted timetable.

3.0 Suspension of work will only be given where the utility conflicts are such that the CONTRACTOR’S major operation is impacted enough to prevent reasonable progress. Reasonable effort to work around the conflict will have to be shown by the CONTRACTOR before any suspension of work will be considered by the ENGINEER.

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

<table>
<thead>
<tr>
<th><strong>UTILITY REPRESENTATIVES</strong></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Missouri American Water Company</td>
<td>Spire Gas</td>
</tr>
<tr>
<td>Scott Brewer</td>
<td>Richard Frock</td>
</tr>
<tr>
<td>(636) 263-7374</td>
<td>6400 Graham Rd, Berkley, MO 63134</td>
</tr>
<tr>
<td><a href="mailto:scott.brewer@amwater.com">scott.brewer@amwater.com</a></td>
<td>(816) 472-3489</td>
</tr>
<tr>
<td></td>
<td><a href="mailto:richard.frock@spireenergy.com">richard.frock@spireenergy.com</a></td>
</tr>
</tbody>
</table>

5.0 The County does not warrant that the above listing or the depiction of utility lines or facilities on other bidding documents are complete or accurately reflect either all utilities or their precise locations within or adjacent to the project limits or the status of any relocation work.

6.0 All existing County maintained traffic signal underground facilities (conduits, cables, pull boxes, etc.) shall be located as required by the Contractor or the Engineer in order to complete the proposed construction at each location. Any
7.0 The contractor agrees that any effects of the presence of the utilities, their relocation, contractor’s coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in the work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The contractor’s sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay as provided in Section 105.7.3. The contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the contract.

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

9.0 It shall be noted by the contractor that MoDOT is a member of Missouri One Call (800 Dig Rite). Prior to beginning work, the contractor shall request locates from Missouri One Call.

E. DISPOSAL OF EXCESS MATERIAL

1.1.1 The Missouri Solid Waste Management Law and its ancillary regulations, 10 CSR 80-1 through 9, provide for the proper disposal of solid waste. The CONTRACTOR must comply with the provision of applicable regulations during highway and bridge construction activities. These activities oftentimes involve the generation of “excess material”, which in many instances can also be considered “solid waste” under the definitions of the Department of Natural Resources (DNR) Solid Waste Management Program.

1.1.2 Many types of excess material are not regulated by the DNR’s Solid Waste Management Program. Such “clean fill” includes uncontaminated soil, rock, sand, gravel, concrete, minimal amounts of wood and metal and inert solids as approved by rule or policy by DNR’s Solid Waste Management Program. These materials are basically not considered solid waste, and may be disposed of without prior approval from DNR’s Solid Waste Management Program. Other substances which are not included in this list of materials may require special approval by the DNR’s Solid Waste Management Program prior to disposal in areas other than approved landfills.
1.1.3 Disposal of any other material which does not fit this “clean fill” definition must be in accordance with DNR’s (or local) regulations and it shall be the CONTRACTORs responsibility to provide appropriate documentation (i.e. landfill receipts or a private OWNER waiver letter or statement from DNR) that the disposal will not violate applicable laws or regulations.

1.1.4 No direct payment will be made for any expense incurred by the CONTRACTOR by reason of his compliance with these requirements.

F. GUIDELINES FOR OBTAINING ENVIRONMENTAL CLEARANCE FOR LOCATION-SPECIFIC LOCATIONS

1.0 Description. CONTRACTOR shall be responsible for obtaining all environmental clearance for contractor furnished borrow areas. Clearance shall be in accordance with the documentation and permitting described on the following pages.

2.0 Basis of Payment. There will be no direct payment for compliance with the requirements of this provision.

127.27 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 Spoil Sites

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:

127.27.1 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

127.27.2 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.

127.27.3 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.

**127.27.4 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.

**127.27.5 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.

127.27.6 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.

127.27.7 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.

127.27.8 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.

127.27.9 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).
MODIFICATIONS TO THE STANDARD SPECIFICATIONS

SECTION 109 RETAINAGE

Delete Section 109.9.1 Withholding of Retained Percentage, and replace with the following:
109.9.1 Withholding of Retained Percentage. Retainage of the contractor’s payment will not automatically be applied, however, the County may withhold payment for any of the following deficiencies, or for others as determined by the Engineer:

- liquidated damages
- unsatisfactory job progress
- defective construction work or material not remedied
- disputed work
- failure to comply with any material provision of the contract
- third party claims filed or reasonable evidence that a claim will be filed
- failure to make timely payments for labor, equipment or materials
- damage to a contractor, subcontractor or material supplier
- reasonable evidence that a subcontractor or material supplier cannot be fully compensated under its contract with the contractor for the unpaid balance of the contract sum
- citation by the enforcing authority for acts of the contractor or subcontractor which do not comply with any material provision of the contract and which result in a violation of any federal, state or local law, regulation or ordinance applicable to that project causing additional costs or damages to the owner.

Delete Section 109.9.2 Release of Retained Percentage, and replace with the following:
109.9.2 Release of Retained Percentage. That portion of the contractor’s payment that is retained for project deficiencies, including but not limited to those identified in Section 109.9.1, shall be released upon correction of the deficiency prompting the retained payment to the satisfaction of the Engineer.

Delete Section 109.9.3 Release with Pending Claims

SECTION (VARIOUS) FINE AGGREGATE

Delete Section 501.2.2 Mix Design, and replace with the following:
“501.2.2 Mix Design. The proportions of cement, fine aggregate, and coarse aggregate for portland cement concrete shall be as specified by the engineer within the applicable limits of the specifications for the class of concrete designated in the contract. All fine aggregate used for concrete driveways, concrete sidewalk, shared use path, curb ramps, and paved approaches shall
contain only Finish Sand or Meramec Sand. The engineer assumes no responsibility for the
volume of concrete produced or furnished for the work.”

Delete Section 608.2.1 and replace with the following:
“608.2.1 Concrete sidewalks, shared use path, curb ramps, and steps shall be constructed of Class B
cement or pavement concrete, except that all fine aggregate used for concrete sidewalks, shared use
path, curb ramps, and steps shall contain only Finish Sand or Meramec Sand.”

Delete Section 608.2.2 and replace with the following:
“608.2.2 Concrete medians, median strips, and paved approaches 6 inches thick or greater shall be
constructed of pavement concrete. Concrete medians, median strips, and paved approaches less than
6 inches thick shall be constructed of either Class B concrete or pavement concrete. All fine
aggregates used for paved approaches shall contain only Finish Sand or Meramec Sand.”

Delete Section 1005.3.4 and replace with the following:
“1005.3.4 Fine aggregate for ornamental concrete shall be free from coal and lignite material when
tested in accordance with AASHTO T 113. All fine aggregate used for concrete paved approaches,
concrete driveways, concrete sidewalk, curb ramps, and steps shall contain only Finish Sand or
Meramec Sand.”

SECTION 608.4.2 CONCRETE SIDEWALK

Add to the end of Section 608.4.2, Method of Measurement:
Integral curb constructed on sidewalks and curb ramps will not be measured and paid for
separately, but will be included in the contract unit price for concrete sidewalk.

SECTION 620.50 PAINT FOR PAVEMENT MARKING

Delete Section 620.50 and substitute the most recent revision to the Missouri Standard
Specifications for Highway Construction, 2011, Section 620.40 in its entirety. All pavement
markings shall be installed at a minimum 30 mil thickness onto a recently cleaned and prepared
surface. The material used shall be high build acrylic waterborne pavement marking paint, 4th
generation, as specified by the 2011 most recent revision of the materials section 1048.90.

SECTION 620.90 EPOXY PAVEMENT MARKING MATERIAL

Add Section 620.90.3.3.9 to the St. Charles County Standard Specifications for Arterial Highway
Construction, 2006:

620.90.3.3.9 On new asphaltic concrete pavement, cleaning operations shall not begin until after
the new mat has reached ambient temperature. The extent of cleaning on new asphaltic concrete
shall be such that 75 percent of the stone substrate is exposed.

SECTION 806.30 TEMPORARY DITCH CHECKS

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Delete Section 806.30.2.1 of the *St. Charles County Standard Specifications for Arterial Highway Construction, 2006* and substitute the following:

“806.30.2.1 Rock Ditch Checks. Rock ditch checks shall be constructed of clean rock with 60 percent of the pieces having a volume of 1 cubic feet or more. On the upstream side of the rock ditch check, 2 to 3 inch clean rock shall cover the face. If constructed in a dry ditch, the ditch check shall be 2.5 feet tall. If constructed in a stream with flowing or standing water, the berm shall extend 2.5 feet above the surface of the normal water elevation as determined by the engineer. Hand or mechanical placement will be allowed. Rock berms shall completely cover the ditch, swale, or stream, and the center of the rock ditch check shall be lower than the edges.”

**SECTION 805-30.20 – SEEDING & MULCHING**

Description: In accordance with Section 805.3.2, the following seed mixture shall be applied at the rate specified.

<table>
<thead>
<tr>
<th>Seed Name</th>
<th>Pounds of Pure</th>
<th>Live Seed/Acre</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alta Fescue</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Annual Ryegrass</td>
<td></td>
<td>30</td>
</tr>
<tr>
<td>Creeping Red Fescue</td>
<td></td>
<td>50</td>
</tr>
<tr>
<td>Sweet Clover</td>
<td></td>
<td>25</td>
</tr>
</tbody>
</table>

Mulching shall be performed in accordance with Section 802 of the Specifications.

**ADDITIONAL PAY ITEMS**

**ITEM 718-99.10 PREFABRICATED PEDESTRIAN BRIDGES**

This work shall consist of all labor, materials, equipment, and freight required to provide and install prefabricated weathering steel truss bridges with concrete decks to the lengths and widths specified on the plans, including the abutments.

1.0 GENERAL

**SPECIAL SPECIFICATIONS FOR PREFABRICATED BRIDGE**

1.1 Scope

These specifications are for a fully engineered clear span bridge of steel construction and shall be regarded as minimum standards for design and construction.

1.2 Qualified Suppliers

Each bidder is required to identify their intended bridge supplier as part of the bid submittal. Qualified
suppliers must have at least 5 years experience fabricating these type structures.

Pre-approved Manufacturers:
Contech Engineered Solutions LLC
8301 State Highway 29 North
South Alexandria, Minnesota 56308
1-800-328-2047
(Keystone or Capstone Pedestrian Bridges)

Contech Engineered Solutions LLC
4021 Gault Avenue
Fort Payne, Alabama 35967
1-800-749-7515
(Keystone or Capstone Pedestrian Bridges)

Bridge Brothers
Atlanta, GA
866-806-0847
(Bowstring Truss Pedestrian Bridge)

TrueNorth Steel
702 13th Ave E
West Fargo, ND 58078

Suppliers other than those listed above may be used provided the engineer or owner’s agent evaluates the proposed supplier and approves the supplier 5 days prior to bid.

The contractor must provide the following documentation, for any proposed supplier who is not pre-approved, at least 10 days prior to bid:

- Product Literature
- All documentation to insure the proposed substitution will be in compliance with these specifications. This shall include:
  - Representative design calculations, signed and sealed by a professional engineer licensed in the state of Missouri
  - Representative drawings, signed and sealed by a professional engineer licensed in the state of Missouri
  - Splicing and erection procedures
  - Inspection and Maintenance procedures
  - AISC Shop Certification
  - Welder Qualifications
Proposed suppliers must have at least five (5) years’ experience designing and fabricating these type structures and a minimum of five (5) successful bridge projects, of similar construction, each of which has been in service at least three (3) years.

The engineer will evaluate and verify the accuracy of the submittal. If the engineer determines that the qualifying criteria have not been met, the contractor's proposed supplier shall be rejected. The engineer's ruling shall be final.

2.0 GENERAL FEATURES OF DESIGN

2.1 Span

The northernmost bridge span shall be 62'-6" (straight line dimension) and shall be as measured from each end of the bridge structure.

The southernmost bridge span shall be 250'-0" (straight line dimension) and shall be as measured from each end of the bridge structure.

2.2 Width

Bridge width shall be 10'-0" and shall be as measured from the inside face of structural elements at deck level.

2.3 Bridge System Type

The Bridge Design-Build Supplier shall under the provisions herein, design, fabricate, and deliver to the jobsite, ready for installation, one shop assembled, pre-fabricated steel bridge super structure complete with deck system.

Bridge(s) shall be designed as a truss design that provides full, unimpeded travel within the truss members with no overhead structure tying the outside truss members together. The bridge will be designed and configured to provide a bolted interface between the bridge, back-walls, and support abutments, and be furnished complete with bearing pads that provide for expansion and contraction of the bridge throughout the design temperature range.

2.3.1 The top of the top chord shall not be less than 54 inches above the deck (measured from the high point of the riding surface) on bike path structures unless approved by the engineer.

2.3.2 The bridge shall be furnished with a stay-in-place galvanized steel form deck suitable for pouring a reinforced concrete slab.

2.4 Member Components

All members of the vertical trusses (top and bottom chords, verticals, and diagonals) shall be fabricated from square and/or rectangular structural steel tubing. Other structural members and bracing shall be fabricated
from structural steel shapes or square and rectangular structural steel tubing.

Unless the floor and fastenings are specifically designed to provide adequate lateral support to the top flange of open shape stringers (w-shapes or channels), a minimum of one stiffener shall be provided in each stringer at every floor beam location.

2.5 Attachments

2.5.1 Safety Rails

Vertical safety rails or pickets shall be placed on the structure above the deck surface. The pickets shall be spaced so as to prevent a 4” sphere from passing through the truss. Pickets may be placed on the inside or outside of the structure at the bridge fabricator’s option. The top of the vertical pickets shall have a continuous cap angle or some other means to prevent bridge users from cutting or scraping their hands.

The picket safety system shall be designed for an infill loading of 200 pounds, applied horizontally at right angles, to a one square foot area at any point in the system.

2.5.2 Toe Plate

The bridge shall be supplied with a toe plate mounted to the inside face of both trusses. The toe plate shall be welded to the truss members at a height adequate to provide no more than a 2” gap between the bottom of the plate and the top of the deck or the top of the bottom chord, whichever is higher.

2.5.3 Rubrails

The bridge shall have a rubrail. Rubrails shall be attached flush to the inside face of the bridge truss verticals and fastened at each support location. The top of the rubrail shall be 2’10” above the top of the deck (measured at the outside edge of the deck).

2.6 Elevation Difference

The bridge abutments shall be constructed at the same elevation on both ends of the bridge.

2.7 Unpainted Weathering Steel

The bridge shall be unpainted weathering steel so it shall be fabricated from high strength, low alloy, and atmospheric corrosion resistant ASTM A847 cold-formed welded square and rectangular tubing and/or ASTM A588, ASTM A242, or ASTM A606 plate and structural steel shapes. Steel shall have a minimum yield strength of 50 ksi. The minimum corrosion index of atmospheric corrosion resistant steel, as determined in accordance with ASTM G101, shall be 6.0.

3.0 MEASUREMENT AND PAYMENT

Payment will be made on a lump sum basis per each individual structure included on the Bid Form. Each bridge will be defined by length on the bid form. Payment includes all costs associated with design, manufacture, delivery, abutment construction, associated foundation preparation and earthwork, installation,
and whatever else may be required to provide a prefabricated pedestrian bridge structure, complete and in place.

**ITEM 731-99.10 REMOVE & REPLACE TOP WITH SUMP BRIDGE TOP- DOUBLE**

This work shall consist of all labor, materials, equipment and disposal required to remove the existing curb inlet stone tops and replace with curb inlet top sump bridges. The curb inlet top sump bridge installation shall include all curb and gutter, sump concrete and roadway pavement removal and replacements required to comply with ADA standards. The curb inlet top sump bridge installation shall include but not limited to any flares, wings and concrete footing cleat as shown on the detail below.

The unit cost shall include but not be limited to any saw cutting, curb and gutter and sump removal and replacements required. All costs associated with the saw cutting and removal and replacement of existing concrete curb and gutter, sumps and roadway pavement shall be considered incidental to the installation of the curb inlet top sump bridges and included in the unit cost for the line item, “REMOVE AND REPLACE TOP WITH SUMP BRIDGE TOP-DOUBLE”.

Any portion of concrete sidewalk pavement that requires removal and replacement to properly install curb inlet top sump bridges beyond the width of the replacement tops shall be considered sidewalk pavement. Therefore any sidewalk pavement replacement completed shall be paid at the contract unit price for line item, “SIDEWALK REMOVAL AND REPLACEMENT CONCRETE (4” THICK)”. 

The detail below includes design dimensions of the new curb inlet top sump bridges. Contractor shall reference this detail for all design elements required to properly install curb inlet top sump bridges. Contract will be responsible to purchase the modified inlet stone tops as shown on the detail below from an MSD approved supplier or equivalent. Any cost associated with the procurement of said tops shall be incidental to line item, “REMOVE AND REPLACE TOP WITH SUMP BRIDGE TOP-DOUBLE”.

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LUMP SUM ITEMS

ITEM 201-20.10 – CLEARING AND GRUBBING

Description. This work shall be in accordance with Section 201 of the Specifications.

Special attention should be paid to the Do Not Disturb notes for the trees in the plans, specifically for the 36” tree near Station 17+25 and any trees over 3” in diameter near Station 25+25.

ITEM 202-20.10 – REMOVAL OF IMPROVEMENTS

Description. This work shall consist of the removal and disposal of all existing improvements on each parcel, except those designated or permitted to be left in place or to be removed under other items of work, from the right of way and within the limits of any construction easement outside the right of way, in accordance with Section 202 of the Standard Specifications.

Removal of improvements shall include all items listed in Section 202.12.2 as well as uncontaminated storage tanks, signs, fences, and any other miscellaneous items that may interfere with the proposed improvements.

Construction Requirements. Regulated solid waste, including waste tires, must be handled, transported and disposed of in accordance with the Missouri Solid Waste Management Law, 260.200 - 260.345, RSMO., and its regulations. Documentary proof of proper transport and disposal of this waste (e.g., sale tickets, cancelled checks and/or receipts) shall be forwarded to MDNR. Documentary proof and information regarding compliance with the Solid Waste Management Law and regulations may be directed to MDNR’s Solid Waste Management Program.

All salvaged material shall become the property of the CONTRACTOR and shall not be stored upon the right of way, nor shall any portion of the right of way be used by the CONTRACTOR as a sales yard. All discarded material or debris shall be disposed of at locations furnished by the CONTRACTOR or at locations on the right of way approved by the ENGINEER.

Pavement, sidewalks, curbs, etc. shall be removed to the nearest joint or clean saw cut, in accordance with the details shown on the plans. Pavement shall be removed only as required for construction of the improvements. Any pavement removed unnecessarily shall be replaced at the CONTRACTOR’S expense.

All above ground concrete and masonry improvements, fences, posts, as well as other structures on the parcel, shall be removed to adjacent surface grades.

All trees, shrubs or other vegetation within the limits of the CONTRACTOR’S backfilling operations shall be removed and disposed of in accordance with Section 201.

Any item left in place for use by the public or an adjoining property OWNER that is damaged due to the CONTRACTOR’S operations, the item shall be repaired or replaced in a manner satisfactory to the ENGINEER and in accordance with Section 107.12.

Only approved materials free of trees, stumps, rubbish and any other deleterious materials shall be used in the construction of backfills. Rock, broken concrete or other solid material shall

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not be placed in bridge fill slopes or areas.

The CONTRACTOR shall leave in place any walls or structure that retains adjacent property to ensure lateral support to that property. In addition, any wall perpendicular to and connected to said wall or structure shall remain in place and connected to the wall for a distance at least one-half the height of the wall. The slope of the top of the perpendicular wall shall be one-half horizontal to one vertical (1/2:1) (1:1/2), or flatter, sloping downward from the top of the wall or structure.

The CONTRACTOR shall exercise great care during removal operations to avoid damage to these adjacent structures. If damage occurs, the CONTRACTOR shall repair or replace the structures to the specifications above, or to a condition which ensures lateral support to the adjacent property. The repairs or replacements shall be reviewed in advance by the ENGINEER.

In the event the CONTRACTOR encounters what is reasonably suspected to be a hazardous material, the CONTRACTOR shall immediately cease working on the parcel and notify the ENGINEER. The CONTRACTOR may continue working on the parcel only after receiving notification from the ENGINEER that the suspected material is not hazardous or that the hazardous material has been abated.

Basis of Payment. Removal of all improvements, as described above, including flexible and rigid pavement removal required for construction of the storm drainage system, new pavement widening and other improvements, sidewalks, curb and gutter, drive entrances, inlets, inlet stones, mailboxes, etc. in connection with the Work shall be paid for contract unit lump sum price for REMOVAL OF IMPROVEMENTS, and no additional compensation will be allowed.

**ITEM 612-50.00 –PROJECT INFORMATION SIGNS**

Description. This work shall be in accordance with Section 612 of the Specifications.

**ITEM 618-10.00 –MOBILIZATION**

Description. This work shall be in accordance with Section 618 of the Specifications.

**ITEM 627-40.00 –CONTRACTOR FURNISHED SURVEY AND STAKING**

Description. This work shall be in accordance with Section 627 of the Specifications.
SUPPLEMENTAL STANDARD DRAWINGS

1. The following Missouri Department of Transportation Standard Plans for Highway Construction Details are incorporated into these documents.

   616.10AL – Temporary Traffic Control Devices
   620.00J – Pavement Marking

2. The following St. Charles County Highway Department Standard Details are incorporated into these documents.

   ESC-1 – Spacing Chart for ESC Devices
   ESC-5 – Silt Fence Installation

*See Plan detail for information which supersedes some of the requirements of the Standard Details.
COUNTY-CONTRACTORS AGREEMENT
(Sample Form)

This agreement, made by and between ________________________________
__________________________________________, hereinafter called the CONTRACTOR, and the
COUNTY of St. Charles, St. Charles, Missouri, hereinafter called the COUNTY.

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

ARTICLE 1. CONTRACT PRICE

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

_____________________________________________

_____________________________________________

(in words)

($___________________________)

(in figures)

ARTICLE 2. SCOPE OF THE WORK

The proposed work includes the furnishing of materials, tools, equipment and labor necessary to construct
PITMAN HILL ROAD SHARED USE PATH in St. Charles County, Missouri. Work
includes:

The furnishing of materials, tools, equipment and labor necessary to construct the proposed sidewalk
removal, concrete multi-use path installation, two prefabricated pedestrian bridges, curb
ramps, and other appurtenances in St. Charles County, Missouri.

ARTICLE 3. TIME OF COMPLETION

The CONTRACTOR shall commence clearing and grubbing operations upon receiving the written Notice
to Proceed from the COUNTY. Project completion shall be defined as 100% completion of all items of
the project including correction of deficiencies. The project shall be fully complete under this contract
within

120 Calendar Days

from the date of the written “Notice to Proceed”. The rate of progress and the time of completion are
essential conditions of this Contract. Liquidated damages will be charged as specified herein.

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Should the CONTRACTOR, or in case of default, the surety fail to complete the work within the calendar days specified, a deduction of the amount will be made for each and every calendar day that the contract remains uncompleted in accordance with the requirements of Standard Specifications Section 108.8.

**ARTICLE 4. PAY QUANTITIES AND UNIT PRICES**

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

**ARTICLE 5. PROGRESS PAYMENT PROCEDURES**

CONTRACTOR shall submit Applications for Payment monthly according to “General Requirements” section entitled “Progress Payments”. Applications for Payment will be processed by the COUNTY. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR’S Applications for Payment as approved by the ENGINEER. All progress payments will be on the basis of the progress of the Work measured by the schedule of values, and in the case of Unit Price Work based on the number of units completed. No progress payments will be made if the CONTRACTOR does not have a current progress schedule accepted by the COUNTY.

**ARTICLE 6. FINAL PAYMENT AND ACCEPTANCE**

When all work provided for under this contract has been completed in conformance with the specifications and requirements of this contract, and accepted without regard to the provisions of guarantee as provided under the terms of this contract, a final cost estimate shall be prepared by the CONTRACTOR and approved by the COUNTY ENGINEER and filed with the COUNTY and with the CONTRACTOR within fifteen (15) days after the date of acceptance of the work as a statement of the amount due the CONTRACTOR. This estimate shall be based on appropriate unit quantities of material placed, including any charges for extra work ordered and properly chargeable under this contract, and deducting any sum properly deductible under this contract.

**ARTICLE 7. THE CONTRACT DOCUMENTS**

All printing of plans and specifications will be completed by the Contractor for no additional reimbursement.

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

a. This County-Contractors Agreement.
b. Exhibits to this County-Contractors Agreement.
c. Performance and Payment Bonds.
d. Notice of Award.
e. Notice to Proceed.
f. Specification Sections defined in the Table of Contents

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g. Addenda through.

h. Bid Form.

i. All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents, which may be delivered or issued after the Effective Date of the Agreement, and are not attached hereto.

There are no Contract Documents other than those listed in this article. The Contract Documents may be amended, modified, or supplemented only in one or more of the following ways: (i) a Written Amendment; (ii) a Change Order; or (iii) a Work Change Directive.

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

**ARTICLE 8. RATES OF PAY**

The CONTRACTOR hereby agrees that the prevailing rates of pay shall be paid to skilled and unskilled labor employed under the terms of this contract. The CONTRACTOR shall forfeit to the COUNTY one hundred (100) dollars for each workman employed, for each calendar day, or portion thereof, such workman is paid less than the said stipulation rates for any work done under said contract, by him or by any subcontractor under him.

**ARTICLE 9. PERFORMANCE OF THE WORK**

The CONTRACTOR, acting as an independent CONTRACTOR, shall furnish all supervision, labor, equipment, tools, materials, and supplies necessary to perform and shall perform all work in accordance with the Contract Documents and any applicable County ordinances, and state and federal laws. CONTRACTOR represents and warrants that he has special skills which qualify him to perform the Work in accordance with the Contract and that he is free to perform all such Work and is not a party to any other agreement, written or oral, the performance of which would prevent or interfere with the performance, in whole or in part, of the Work. The prime CONTRACTOR must perform, with its own organization, contract work amounting to not less than 40% of the total original contract.

**ARTICLE 10. SUPERVISION**

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

**ARTICLE 11. SAFETY**

The COUNTY and the CONSULTING ENGINEER may have personnel on the project site from time to time. All information and/or instructions shall be requested in writing by the CONTRACTOR and responded to in writing. No opinion or instructions will be given to the CONTRACTOR on safety.
The CONTRACTOR shall be solely responsible for the safety on and around the project site including shoring, ladders, drop cords, scaffolding, barricades, construction means, methods, techniques, sequences and procedures.

ARTICLE 12. INDEMNITY

To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the COUNTY, CONSULTING ENGINEER, their consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself, including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Section.

In claims against any person or entity indemnified under the above paragraph by an employee of the CONTRACTOR, a Subcontractor, or anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

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

ARTICLE 13. LIQUIDATED DAMAGES

Whenever time is mentioned in this contract, time shall be and is of the essence of this contract. The COUNTY would suffer loss should the CONTRACTOR fail to have the work embraced in this contract fully completed on or before the time above specified: THEREFORE, in order to adjust satisfactorily the damage on account of such failure, and the parties hereto realizing that it might be impossible to compute accurately or estimate the amount of such loss or damages which the COUNTY would sustain by reason of failure to complete fully said work within the time required by this contract, the CONTRACTOR hereby covenants and agrees to pay the COUNTY, as and for liquidated damages for each and every calendar day during which work remains incomplete and unfinished. Any sum which may be due the COUNTY for such damages shall be deducted and retained by the COUNTY from any balance which may be due the CONTRACTOR for progress payments or when said work shall have been finished and accepted. But such provisions shall not release the bond of the CONTRACTOR from liability according to its terms. In case of failure to complete, the COUNTY will be under no obligation to show or prove any actual or specific damage.

Therefore, the CONTRACTOR will be charged with liquidated damages specified in the amount of $800

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per calendar day for each full day that all work for the construction of Pitman Hill Road Shared Use Path in St. Charles County, Missouri, consisting of:

The furnishing of materials, tools, equipment and labor necessary to construct the proposed sidewalk removal, concrete multi-use path installation, two prefabricated pedestrian bridges, curb ramps, and other appurtenances in St. Charles County, Missouri, is not completed in excess of the limitation as specified elsewhere in this special provision. It shall be the responsibility of the ENGINEER to determine the quantity of excess days.

The said liquidated damages specified will be assessed regardless of whether it would otherwise be charged as liquidated damages under the Missouri Standard Specification for Highway Construction, as amended elsewhere in this contract.

**ARTICLE 14. TERMINATION BY COUNTY OR CONTRACTOR**

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

assign to the COUNTY in the manner and to the extend directed by the COUNTY 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 therefore, and make available to the COUNTY to the extent directed by the COUNTY 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 COUNTY by giving three (3) days prior written notice to the CONTRACTOR if the COUNTY, 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 14, the Contract Sum shall be reduced in an equitable manner by agreement between the parties.
ARTICLE 15. AUDIT CLAUSE

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

IN WITNESS WHEREOF the parties hereto have caused this instrument to be executed in four (4) original counterparts as of the day and year last written below.

Executed by the COUNTY this __________ day of ________________, 20___.

Executed by ___________________ (CONTRACTOR) this __________ day of __________, 20___.

CONTRACTOR ________________________________________

President ________________________________

Secretary ________________________________

COUNTY OF ST. CHARLES, ST. CHARLES, MISSOURI

__________________________
Steve Ehlmann, County Executive

ATTEST ______________________________________
Registrar ________________________________

I certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this order is chargeable, and a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made, each sufficient to meet this obligation.

__________________________
Robert Schnur, DIRECTOR OF FINANCE
**PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the Undersigned __________________________
_________________________of __________________________

(firm
*a corporation, duly authorized by law to do business as a construction
(partnership

contractor in the State of __________________________, and __________________________
_________________________of __________________________

(hereinafter called the "Surety"), a corporation duly authorized to do a Surety business under the laws of
the State of Missouri, are held and firmly bound unto the St. Charles County, (hereinafter called the
"County"), in the penal sum of __________________________ Dollars ($_____________).

lawful money of the United States, for the payment of which to be made unto said County, we bind
ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly by
these presents as follows:

The conditions of this obligation are such that, whereas on the __________ day of ______________ 20__,
the said Principal entered into a written Agreement, which Agreement is hereby made a part hereof, with the said
County for the construction of:

____________________________________________________________

____________________________________________________________

NOW THEREFORE, if the said Principal shall faithfully and properly perform the foregoing Contract
according to all the terms thereof, and shall, as soon as the work contemplated by said contract is
completed, pay to the proper parties all amounts due for all labor and material required by this contract in
the construction of such work, and all insurance premiums for both compensation and all other kinds of
insurance on said work, and for all labor performed in such work whether by subcontractor or otherwise,
then this obligation shall be void. Otherwise it shall remain in full force and effect, and may be called on
for the use and benefit by any person furnishing material or performing labor, either as an individual or as
a subcontractor, for any contractor in the name of said County.

Every Surety on this bond shall be deemed and held, any contractor on the contrary notwithstanding, to
consent without notice.

a) To the extension of time to the contractor in which to perform the contract

b) To changes in the plans, specifications, amount of work or contract.

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c) That no provisions of this bond or of any other contract shall be valid which limits to less than one (1) year from the date of final acceptance of the work the right to sue on this bond for defects in workmanship or material not discovered or known to the County at the time such work was accepted.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in ___________original counterparts as of the __________________________day of ____________, 20______.
*Line out the inapplicable designation.

Principal (SEAL)

ATTEST:

_____________________________ BY ________________________________

SEAL

______________________________

ATTEST

______________________________
PAYMENT AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENT, that we, ________________________________
(Principal and Address)

______________________________, as Principal, and ________________________________
(Surety and Address)

______________________________, as Surety, are held and firmly bond unto the County of St. Charles, Missouri, hereinafter called OBLIGEE, in the amount of $ __________________________, for the payment of which we jointly and severally bind ourselves, our heirs, executors, administrators, successors, trustees, and assigns firmly by these presents.

WHEREAS, the Principal has entered into a contract with OBLIGEE for __________________________
(describe briefly)

______________________________; and

WHEREAS; the OBLIGEE requires that Principal enter into a surety bond satisfying the terms of Section 107.170 R.S. Mo.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such, that if the Principal shall pay, or cause to be paid in full, the claims of all persons performing labor upon, or furnishing materials to be used in, or furnishing appliances, equipment or power contributing to such work under said contract, then this obligation shall be void; otherwise to remain in full force and effect. The total amount of surety’s liability under this bond shall in no event exceed the amount hereof, and in no event shall the undertaking hereby be construed to impose liability on the surety beyond that required by the terms of Section 107.170 R.S. Mo.

Signed and sealed this ______________ day of ____________________, 20________.

PRINCIPAL

BY: ________________________________

SURETY

BY: ________________________________

(ACKNOWLEDGMENT FOR PRINCIPAL)

(ACKNOWLEDGMENT AND POWER OF ATTORNEY FOR SURETY)
REQUIRED CONTRACT PROVISIONS  
FEDERAL-AID CONSTRUCTION CONTRACTS

General  
Nondiscrimination  
Nonsegregated Facilities  
Davis-Bacon and Related Act Provisions  
Subletting or Assigning the Contract  
Safety: Accident Prevention  
False Statements Concerning Highway Projects  
Implementation of Clean Air Act and Federal Water Pollution Control Act  
Compliance with Governmentwide Suspension and Debarment Requirements  
Certification Regarding Use of Contract Funds for Lobbying

ATTACHMENTS

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

I. GENERAL

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

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

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

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

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

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

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

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

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

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

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

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

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

8. **Reasonable Accommodation for Applicants / Employees with Disabilities:** The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

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

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

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

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

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

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

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

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

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

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

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

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

**III. NONSEGREGATED FACILITIES**

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

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

**IV. DAVIS-BACON AND RELATED ACT PROVISIONS**

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

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

1. Minimum wages

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

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conforming under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

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

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

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

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

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

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

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

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

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

2. Withholding

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

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3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

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

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices

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must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

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

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

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


V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation: liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such

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District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

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

   (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
   (2) the prime contractor remains responsible for the quality of the work of the leased employees;
   (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
   (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of payrolls, statements of compliance and all other Federal regulatory requirements.

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

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

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

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

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

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts

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and to all related subcontracts.

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

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

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

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

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

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

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

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

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

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

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the

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FHWA Form 1273 – 8
2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

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

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

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

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

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

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

2. Instructions for Certification - Lower Tier Participants:

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

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

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

this transaction originated may pursue available remedies, including suspension and/or debarment.

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

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

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

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

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (https://www.epls.gov/), which is compiled by the General Services Administration.

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

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

* * * * *

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

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

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

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed $100,000 and that all such recipients shall certify and disclose accordingly.
ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS

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

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

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

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

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

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

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

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

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

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, do
FEDERAL AID PROVISIONS

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

December 1980

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.

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:

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

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Goals for Minority Participation for Each Trade

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

The Contractor’s compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its Implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and

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Pitman Hill Road Shared Use Path
TAP-7303(617)

FAP - 2
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.

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.

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)

As used in these specifications:

“Covered area” means the geographical area described in the solicitation which this contract resulted.

“Director” mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;

“Employer Identification Number” means the Federal Social Security number used on the Employer’s quarterly Federal Tax Return, U.S. Treasury Department Form 941;

“Minority” includes;

Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
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
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.

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.

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.

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.

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.

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.

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:

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.

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.

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.

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.

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 to 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.

Pitman Hill Road Shared Use Path
TAP-7303(617)

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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.

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.

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.

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.

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.

Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3. 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.

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.

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.

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.

Conduct a review, at least annually, of all supervisors’ adherence to and performance under the Contractor’s EEO policies and affirmative action obligations.

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.

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).

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.

The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.

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.

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.

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, rat 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.

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

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

MICHAEL L. PARSON, Governor

Annual Wage Order No. 27
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
Taylor Burks, Director
Division of Labor Standards

Filed With Secretary of State: March 10, 2020

Last Date Objections May Be Filed: April 9, 2020

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

**The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title.
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</tbody>
</table>

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

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

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

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

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

ANNUAL WAGE ORDER NO. 27                     3/31/20
OVERTIME

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

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

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

HOLIDAYS

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

If any holiday falls on a Sunday, the following Monday shall be considered a holiday.
Federal Wage Rates
HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.80 for calendar year 2020 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.80 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2020. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

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CARP0002-002 05/01/2019

ST. LOUIS COUNTY AND CITY

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>$ 38.02</td>
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CARP0005-006 05/03/2015

CASS (Richards-Gebauer AFB ONLY), CLAY, JACKSON, PLATTE AND RAY COUNTIES
### Rates and Fringes for Carpenters and Piledriver

<table>
<thead>
<tr>
<th>Counties Description</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD,</td>
<td>$32.28</td>
<td>17.77</td>
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<tr>
<td>KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND</td>
<td></td>
<td></td>
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<tr>
<td>SULLIVAN COUNTIES...................$ 32.28</td>
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<td>17.77</td>
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<tr>
<td>AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.$ 32.29</td>
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<tr>
<td>BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY,</td>
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<td>JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON,</td>
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<tr>
<td>WEBSTER AND WRIGHT COUNTIES.$ 30.36</td>
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<td>17.77</td>
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<tr>
<td>BENTON, MORGAN AND PETTIS...$ 30.81</td>
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<tr>
<td>BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT,</td>
<td></td>
<td>17.77</td>
</tr>
<tr>
<td>PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES........$ 32.14</td>
<td></td>
<td>17.77</td>
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<tr>
<td>BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES......$ 31.49</td>
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<td>17.77</td>
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<tr>
<td>CARTER, HOWELL, OREGON AND RIPLEY COUNTIES............$ 31.09</td>
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<tr>
<td>CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI,</td>
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<td>17.77</td>
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<tr>
<td>REYNOLDS, SHANNON AND TEXAS COUNTIES.........$ 32.13</td>
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<td>17.77</td>
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<tr>
<td>FRANKLIN COUNTY....................$ 35.56</td>
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<tr>
<td>JEFFERSON AND ST. CHARLES COUNTIES..........$ 38.02</td>
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<td>17.77</td>
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<tr>
<td>LINCOLN COUNTY......................$ 34.00</td>
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<td>17.77</td>
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<tr>
<td>PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES........$ 32.92</td>
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<td>17.77</td>
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<tr>
<td>WARREN COUNTY.......................$ 34.44</td>
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</table>
## ADAIR, AUDRAIN, Boone, Callaway, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Franklin, Gasconade, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincon, Linn, Maco, Marie, 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

<table>
<thead>
<tr>
<th>Electricians</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$40.61</td>
<td>27.06</td>
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</tbody>
</table>

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### ELEC002-001 09/01/2018

### Line Construction:

- **Equipment Operator**
  - $39.50
  - 19.96

- **Groundman & Truck Driver**
  - $30.36
  - 16.67

- **Lineman & Cable Splicer**
  - $45.90
  - 22.27

---

### ELEC003-004 01/01/2020

### Line Construction: (ANDREW, ATCHINSON, Barry, Barton, Buchanan, Caldwell, Cedar, Christian, Clinton, Dade, Dallas, Davie,, DeKalb, Douglas, Gentry, Greene, Grundy, Harrison, Hickory, Holt, Jasper, Laclede, Lawrence, Livingston, Mcdonald, Mercer, Newton, Nodaway, Ozark, Polk, St. Clair, Stone, Taney, Vernon, Webster, Worth And Wright Counties)

- **Groundman Powderman**
  - $32.27
  - 16.09

- **Groundman**
  - $30.12
  - 15.38

- **Lineman Operator**
  - $43.40
  - 19.30

- **Lineman**
  - $47.30
  - 20.45

---

### ELEC005-001 06/01/2019

### Line Construction; (Bates, Benton, Carroll, Cass, Clay, Henry, Jackson, Johnson, Lafayette, Pettis, Platte, Ray And Saline Counties)

- **Groundman Powderman**
  - $32.27
  - 15.52

- **Groundman**
  - $30.12
  - 14.88

- **Lineman Operator**
  - $43.40
  - 18.80

- **Lineman**
  - $47.30
  - 19.95

---

### ELEC0095-001 06/01/2019

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

### Rates

<table>
<thead>
<tr>
<th>Electricians</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<tr>
<td>Rates</td>
<td>Fringes</td>
</tr>
<tr>
<td>----------</td>
<td>---------</td>
</tr>
<tr>
<td>Electricians:</td>
<td></td>
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<tr>
<td>Cable Splicers $25.40</td>
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<tr>
<td>Electricians $27.43</td>
<td>14.97</td>
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**ELEC0124-007 08/26/2019**

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Electricians $40.79</td>
<td>22.92</td>
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</tbody>
</table>

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**ELEC0257-003 03/01/2020**

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<td>16.085</td>
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<td>Electricians $34.00</td>
<td>18.68</td>
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**ELEC0350-002 12/01/2019**

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

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<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>Electricians $32.50</td>
<td>17.65</td>
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</tbody>
</table>

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**ELEC0453-001 09/01/2019**

CHRISITAN, DALLAS, DOUGLAS, GREENE, HICKORY, HOWELL, LACLEDE, OREGON, OZARK, POLK, SHANNON, WEBSTER and WRIGHT COUNTIES $27.88 14.99
PULASKI and TEXAS COUNTIES $32.53 15.46
STONE and TANEY COUNTIES $23.67 14.17

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**ELEC0545-003 06/01/2019**

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

<table>
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<th>Rates</th>
<th>Fringes</th>
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<td>Electricians $32.00</td>
<td>17.30</td>
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---

**ELEC0702-004 12/30/2019**

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

<table>
<thead>
<tr>
<th>Type</th>
<th>Rates</th>
<th>Fringes</th>
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<tr>
<td>Groundman - Class A...........</td>
<td>$30.31</td>
<td>29% + 7.75</td>
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<tr>
<td>Groundman-Equipment Operator Class II (all other equipment)</td>
<td>$38.46</td>
<td>29% + 7.75</td>
</tr>
<tr>
<td>Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)</td>
<td>$43.88</td>
<td>29% + 7.75</td>
</tr>
<tr>
<td>Lineman</td>
<td>$53.51</td>
<td>29% + 7.75</td>
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</tbody>
</table>

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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 COUNITES

---

Power equipment operators:

<table>
<thead>
<tr>
<th>Group</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>GROUP 1</td>
<td>$34.73</td>
<td>18.20</td>
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<tr>
<td>GROUP 2</td>
<td>$34.33</td>
<td>18.20</td>
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<tr>
<td>GROUP 3</td>
<td>$32.33</td>
<td>18.20</td>
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</tbody>
</table>

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets;
straw blower; stump cutting machine; siphons and jets; tank
car heater operator (combination boiler and booster);
welding machine; vibrating machine operator (not hand
held); welding machine.
GROUP 3: (a) Oilier;
       (b) Oilier driver
       (c) Mechanic.

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

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

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

----------------------------------------------------------------
ENGI0101-005 04/01/2020
CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

<table>
<thead>
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<th>Fringes</th>
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<tbody>
<tr>
<td>GROUP 1................. $37.02</td>
<td>19.89</td>
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<tr>
<td>GROUP 2................. $35.98</td>
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<td>GROUP 3................. $31.51</td>
<td>19.89</td>
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<tr>
<td>GROUP 4................. $34.86</td>
<td>19.89</td>
</tr>
</tbody>
</table>

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:
HOURLY PREMIUMS FOLLOWING CLASSIFICATIONS SHALL RECEIVE ($1.00) ABOVE GROUP 1 RATE:
Clamshells - 3 yd. capacity or over; Cranes or rigs, 80 ft. of boom or over (including jib); Draglines, 3 yd. capacity or over;
Piledrivers 80 ft. of boom or over (including jib);
Piledrivers & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2019
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES and CITY OF SPRINGFIELD

<table>
<thead>
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<th>Fringes</th>
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<td>$ 31.72</td>
<td>14.88</td>
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<td>$ 31.17</td>
<td>14.88</td>
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<tr>
<td>$ 29.12</td>
<td>14.88</td>
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</table>

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.).

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

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>GROUP 1</td>
<td>$ 34.36</td>
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<tr>
<td>GROUP 2</td>
<td>$ 34.36</td>
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<tr>
<td>GROUP 3</td>
<td>$ 33.06</td>
</tr>
<tr>
<td>GROUP 4</td>
<td>$ 32.61</td>
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</tbody>
</table>

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 on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self-propelled) moving brick and concrete (distributing) on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid $.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

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

GROUP 4: Crane type

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

----------------------------------------------------------------

ENGI0513-006 05/01/2019

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

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<th>Fringes</th>
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<td>27.16</td>
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<tr>
<td>GROUP 4.................$ 25.49</td>
<td>27.16</td>
</tr>
</tbody>
</table>

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; launuchhammer wheel; locomotive operator standard
   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: Oilier; grout machine; oilier driver; compressor over
105 CFM one; conveyor operator one; maintenance operator;
pump 4" & over one.

FOOTNOTE: HOUlRY PREMIUMS

Backhoe hydraulic, 2 cu. yds. or under Without oilier - $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 05/06/2019

ST. LOUIS CITY AND COUNTY

<table>
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<th>Rates</th>
<th>Fringes</th>
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<td>27.36</td>
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<tr>
<td>$34.36</td>
<td>27.36</td>
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<tr>
<td>$33.06</td>
<td>27.36</td>
</tr>
<tr>
<td>$32.61</td>
<td>27.36</td>
</tr>
</tbody>
</table>

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

GROUP 3: Conveyor, large (not self-propelled); conveyor,
large (not self-propelled) moving brick and concrete
distributing) on floor level; mixer two or more mixers of
one bag capacity or less; air tugger w/plant air; boiler,
for power or heating on construction projects; boiler,
temporary; compressor (mounted on truck; curb finishing
machine; ditch paving machine; elevator; endless chain
hoist; form grader; hoist, one drum regardless of size;
lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft.
capacity, without side loader, 2 bag capacity or more;
mixer, with side loader, regardless of size; pug mill
operator; pump, sump-self-powered, automatic controlled
over 2" during use in connection with construction work;
sweeper, street; welding machine, one over 400 amp.; winch
operating from truck; scissor lift (used for hoisting);
tractor, small wheel type 50 h.p. & under with grader blade
& similar equipment; Oiler on dredge and on truck crane.

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

HOURLY PREMIUMS:

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

IRON0010-012 04/01/2020

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

IRON0321-002 09/01/2019

Rates Fringes
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 $ 30.55 30.44

IRON0321-002 09/01/2019
<table>
<thead>
<tr>
<th>DOUGLAS, HOWELL and OZARK COUNTIES</th>
<th>Rates</th>
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<tr>
<td>Ironworker..........................$ 21.10</td>
<td>19.01</td>
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**IRON0396-004 08/07/2019**

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

<table>
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<th>Rates</th>
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</table>

**IRON0396-009 08/07/2019**

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

<table>
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<tr>
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<tr>
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**IRON0577-005 06/01/2019**

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

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**IRON0584-004 06/01/2019**

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

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**IRON0782-003 05/01/2019**

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

<table>
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<td>Ironworkers: Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.........................$ 31.63</td>
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<tr>
<td>All Other Work........................$ 27.38</td>
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*** LAB00842-003 03/04/2020**

ST. LOUIS (City and County)
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* LAB0042-005 03/04/2020

**ST. LOUIS (City and County)**

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<tr>
<td>Laborers, Flaggers...........</td>
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* LAB0424-002 05/01/2016

**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 buggie man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and 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 kettleman; 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; stringline 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

----------------------------------------------------------------
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)

GROUP 1........................$ 27.21 15.42
GROUP 2........................$ 27.56 15.42

LABORER (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY. HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST.CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES)
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<tr>
<td>Laborer (Lafayette County) Group 1</td>
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<tr>
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<td>$28.11</td>
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</table>

**Labors 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 buggie man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers - rock, block or brick; signal man; scaffolds over ten feet not self-supported from ground up; skipman on concrete paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoline, oil drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator, all work in connection with hydraulic or general dredging operations; puddlers (paving only); straw blower nozzleman; asphalt plant platform man; chock 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; caulkers; chain or concrete saw; cliffscaleators 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 nozzleman; 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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Cass, Clay, Jackson, Platte and Ray Counties

<table>
<thead>
<tr>
<th>Group</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Group 1</td>
<td>$31.28</td>
<td>16.33</td>
</tr>
<tr>
<td>Group 2</td>
<td>$32.49</td>
<td>16.33</td>
</tr>
</tbody>
</table>

**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, caulkers and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

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

PAIN0002-002 09/01/2007

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

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brush and Roller; Taper.....</td>
<td>$28.61</td>
<td>10.24</td>
</tr>
<tr>
<td>High work over 60 feet.......</td>
<td>$29.11</td>
<td>10.24</td>
</tr>
<tr>
<td>Lead Abatement..............</td>
<td>$29.36</td>
<td>10.24</td>
</tr>
<tr>
<td>Pressure Roller; High work under 60 ft.</td>
<td>$28.86</td>
<td>10.24</td>
</tr>
<tr>
<td>Spray &amp; Abrasive Blasting; Water Blasting (Over 5000 PSI)</td>
<td>$30.61</td>
<td>10.24</td>
</tr>
<tr>
<td>Taper (Ames Tools &amp; Bazooka)</td>
<td>$30.21</td>
<td>10.24</td>
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</table>

PAIN0002-006 04/01/2018

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.

<table>
<thead>
<tr>
<th>Painters:</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridges, Dams, Locks or Powerhouses</td>
<td>$25.93</td>
<td>12.79</td>
</tr>
<tr>
<td>Brush and Roll; Taping, Paperhanging</td>
<td>$23.93</td>
<td>12.79</td>
</tr>
<tr>
<td>Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement</td>
<td>$24.93</td>
<td>12.79</td>
</tr>
<tr>
<td>Spray; Structural Steel (over 50 feet)</td>
<td>$24.93</td>
<td>12.79</td>
</tr>
<tr>
<td>Tapers using Ames or Comparable Tools</td>
<td>$24.68</td>
<td>12.79</td>
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CASS, CLAY, CLINTON, JACKSON, JOHNSON, LAFAYETTE, PLATTE & RAY COUNTIES

<table>
<thead>
<tr>
<th>Painters:</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridgeman; Lead Abatement; Sandblast; Storage Bin &amp; Tanks</td>
<td>$31.96</td>
<td>16.96</td>
</tr>
<tr>
<td>Brush &amp; Roller</td>
<td>$29.34</td>
<td>16.96</td>
</tr>
<tr>
<td>Drywall</td>
<td>$30.34</td>
<td>16.96</td>
</tr>
<tr>
<td>Paper Hanger</td>
<td>$29.84</td>
<td>16.96</td>
</tr>
<tr>
<td>Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping</td>
<td>$30.96</td>
<td>16.96</td>
</tr>
<tr>
<td>Steeplejack</td>
<td>$35.53</td>
<td>16.96</td>
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</tbody>
</table>

---

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

<table>
<thead>
<tr>
<th>Painters:</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bridgeman; Lead Abatement; Sandblast; Storage Bin &amp; Tanks</td>
<td>$24.06</td>
<td>14.04</td>
</tr>
<tr>
<td>Brush &amp; Roller</td>
<td>$22.67</td>
<td>14.04</td>
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<tr>
<td>Drywall</td>
<td>$22.84</td>
<td>14.04</td>
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<tr>
<td>Paper Hanger</td>
<td>$23.07</td>
<td>14.04</td>
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<td>Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping</td>
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<td>Steeplejack</td>
<td>$26.82</td>
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<tr>
<td><strong>Painters:</strong></td>
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</tr>
<tr>
<td>Finisher</td>
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<tr>
<td>Painter</td>
<td>$19.75</td>
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<tr>
<td>Sandblaster, High Man, Spray Man, Vinyl Hanger, Tool Operator</td>
<td>$21.18</td>
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<table>
<thead>
<tr>
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<tbody>
<tr>
<td><strong>Painters:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Brush and Roller</td>
<td>$25.64</td>
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</tr>
<tr>
<td>Floor Work</td>
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<td>13.27</td>
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<tr>
<td>Lead Abatement</td>
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<tr>
<td>Spray</td>
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<tr>
<td>Structural Steel, Sandblasting and All Tank Work</td>
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<tr>
<td>Taping, Paperhanging</td>
<td>$26.64</td>
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</table>

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Painters:</strong></td>
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</tr>
<tr>
<td>Bridges, Stacks &amp; Tanks</td>
<td>$30.85</td>
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<tr>
<td>Brush &amp; Roller</td>
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<tr>
<td>Spray &amp; Abrasive Blasting; Waterblasting (over 5000 PSI)</td>
<td>$28.95</td>
<td>11.64</td>
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</table>

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

<table>
<thead>
<tr>
<th></th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td><strong>Painters:</strong></td>
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<tr>
<td>Bridges, Stacks &amp; Tanks</td>
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<td>Brush &amp; Roller</td>
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<td>Spray &amp; Abrasive Blasting; Waterblasting (Over 5000 PSI)</td>
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<td>12.74</td>
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HICKORY, HOWELL, JASPER, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, and WRIGHT COUNTIES

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

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS, RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

IRON, MADISON, ST. FRANCOIS, STE. GENEVIEVE and WASHINGTON COUNTIES
Height Rates (All Areas):
Over 60 ft. $0.50 per hour
Under 60 ft. $0.25 per hour.

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painters:</td>
<td></td>
</tr>
<tr>
<td>Brush &amp; Roller</td>
<td>$31.26</td>
</tr>
<tr>
<td>Sandblaster</td>
<td>$32.76</td>
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<tr>
<td>Steeplejack</td>
<td>$36.33</td>
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<table>
<thead>
<tr>
<th>Rates</th>
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<tbody>
<tr>
<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$24.44</td>
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<table>
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<th>Rates</th>
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<tbody>
<tr>
<td>Cement Masons</td>
<td>$32.72</td>
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<table>
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<td>CEMENT MASON/CONCRETE FINISHER</td>
<td>$32.00</td>
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<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>CEMENT MASON</td>
<td></td>
</tr>
<tr>
<td>FRANKLIN, LINCOLN AND WARREN COUNTIES</td>
<td>$30.74</td>
</tr>
<tr>
<td>JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County)</td>
<td>$32.66</td>
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</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>CEMENT MASON</td>
<td></td>
</tr>
<tr>
<td>CRAWFORD, DENT, IRON, MADISON, MARION, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SHANNON, TEXAS, WASHINGTON COUNTIES</td>
<td></td>
</tr>
<tr>
<td>Rates</td>
<td>Fringes</td>
</tr>
<tr>
<td>-------</td>
<td>---------</td>
</tr>
<tr>
<td>CEMENT MASON</td>
<td>$28.10</td>
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<tr>
<td><strong>PLAS0908-001 05/01/2017</strong></td>
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<tr>
<td>BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN, HOWELL, MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, RIPLEY, SCOTT, STODDARD, AND WAYNE COUNTIES</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
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<tbody>
<tr>
<td>CEMENT MASON</td>
<td>$27.60</td>
</tr>
<tr>
<td><strong>PLAS0908-005 05/01/2017</strong></td>
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<td>BENTON, CALDWELL, CALLAWAY, CAMDEN, CARROLL, COLE, DAVIESS, GASCONADE, GRUNDY, HARRISON, LIVINGSTON, MACON, MARIES, MERCER, MILLER, MONTGOMERY, MORGAN, OSAGE, PETTIS &amp; SALINE COUNTIES</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>CEMENT MASON</td>
<td>$27.60</td>
</tr>
<tr>
<td><strong>PLUM0008-003 06/01/2019</strong></td>
<td></td>
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<tr>
<td>CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers</td>
<td>$47.14</td>
</tr>
<tr>
<td><strong>PLUM0008-017 06/01/2019</strong></td>
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<tr>
<td>BATES, BENTON, CARROLL, HENRY, LAFAYETTE, MORGAN, PETTIS, RAY, ST. CLAIR, SALINE AND VERNON COUNTIES</td>
<td></td>
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<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>Plumbers</td>
<td>$47.14</td>
</tr>
<tr>
<td><strong>PLUM0045-003 08/01/2019</strong></td>
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<tr>
<td>ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, HARRISON, HOLT, NODAWAY AND WORTH COUNTIES</td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters</td>
<td>$37.75</td>
</tr>
<tr>
<td><strong>PLUM0178-003 11/01/2019</strong></td>
<td></td>
</tr>
<tr>
<td>BARRY, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, LACLEDE, LAWRENCE, POLK, STONE, TANEY, WEBSTER AND WRIGHT COUNTIES</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Plumbers and Pipefitters</td>
<td>$31.75</td>
</tr>
<tr>
<td><strong>PLUM0178-003 11/01/2019</strong></td>
<td></td>
</tr>
</tbody>
</table>
### Rates and Fringes

**Plumbers and Pipefitters**

<table>
<thead>
<tr>
<th>Projects $750,000 &amp; under</th>
<th>Rates</th>
<th>Fringes</th>
</tr>
</thead>
<tbody>
<tr>
<td>$27.93</td>
<td>15.35</td>
<td></td>
</tr>
<tr>
<td>Projects over $750,000</td>
<td>$31.75</td>
<td>15.12</td>
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</tbody>
</table>

### Bates, Benton, Carroll, Cass, Clay, Henry, Hickory, Jackson, Johnson, Lafayette, Morgan, Pettis, Platte, Ray, Saline, St. Clair and Vernon Counties

**Pipefitters**

<table>
<thead>
<tr>
<th>Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>$48.53</td>
</tr>
</tbody>
</table>

### Rates and Fringes

**Plumbers and Pipefitters**

<table>
<thead>
<tr>
<th>Mechanical Contracts including all piping and temperature control work</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7.0 million &amp; under........</td>
</tr>
<tr>
<td>Mechanical Contracts including all piping and temperature control work over $7.0 million...........</td>
</tr>
</tbody>
</table>

### Rates and Fringes

**Plumbers**

<table>
<thead>
<tr>
<th>Mechanical Contracts including all piping and temperature control work</th>
</tr>
</thead>
<tbody>
<tr>
<td>$7.0 million &amp; under........</td>
</tr>
<tr>
<td>Mechanical Contracts including all piping and temperature control work over $7.0 million...........</td>
</tr>
<tr>
<td>Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)</td>
</tr>
<tr>
<td>-------------------------------------------------------------</td>
</tr>
<tr>
<td>GROUP 1............................$ 30.34</td>
</tr>
<tr>
<td>GROUP 2............................$ 30.49</td>
</tr>
<tr>
<td>GROUP 3............................$ 30.61</td>
</tr>
<tr>
<td>GROUP 4............................$ 30.50</td>
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<table>
<thead>
<tr>
<th>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)</th>
<th>Rates</th>
<th>Fringes</th>
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</thead>
<tbody>
<tr>
<td>GROUP 1............................$ 31.07</td>
<td>13.75</td>
<td></td>
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<tr>
<td>GROUP 2............................$ 31.22</td>
<td>13.75</td>
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</tr>
<tr>
<td>GROUP 3............................$ 31.34</td>
<td>13.75</td>
<td></td>
</tr>
<tr>
<td>GROUP 4............................$ 31.23</td>
<td>13.75</td>
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<table>
<thead>
<tr>
<th>Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
<tr>
<td>GROUP 1............................$ 33.43</td>
<td>13.75</td>
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<td>GROUP 2............................$ 33.58</td>
<td>13.75</td>
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<tr>
<td>GROUP 3............................$ 33.65</td>
<td>13.75</td>
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</tr>
<tr>
<td>GROUP 4............................$ 33.54</td>
<td>13.75</td>
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<table>
<thead>
<tr>
<th>Truck drivers (LINCOLN and WARREN COUNTIES)</th>
<th>Rates</th>
<th>Fringes</th>
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<tbody>
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<td>GROUP 1............................$ 32.08</td>
<td>13.75</td>
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</tr>
<tr>
<td>GROUP 2............................$ 33.23</td>
<td>13.75</td>
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</tr>
<tr>
<td>GROUP 3............................$ 32.30</td>
<td>13.75</td>
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</tr>
<tr>
<td>GROUP 4............................$ 32.19</td>
<td>13.75</td>
<td></td>
</tr>
</tbody>
</table>

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-Trails, Speedace, Euclids and other similar equipment; A-Frame and Derrick Trucks; Float or Low Boy

TEAM0056-001 05/01/2019
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, PETItS, POLk, RANDolph, ST. CLAIR, SALINE, Vernon, WEBster AND WRIGHT COUNTIES)

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Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, WODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)

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Truck drivers: (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)

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</table>

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.
Driver......................$ 20.45             0.00


----------------------------------------------------------------
TEAM0541-001 04/01/2019

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates    Fringes

Truck drivers:
GROUP 1.................$ 33.01            15.75
GROUP 2.................$ 32.44            15.75
GROUP 3.................$ 31.92            15.75

TRUCK DRIVERS CLASSIFICATIONS

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

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

GROUP 3: Oilers and Greasers - Field

----------------------------------------------------------------
TEAM0682-002 05/01/2017

ST LOUIS CITY AND COUNTY

Rates    Fringes

Truck drivers:
GROUP 1.................$ 33.30    13.79+a+b+c+d
GROUP 2.................$ 33.50    13.79+a+b+c+d
GROUP 3.................$ 33.60    13.79+a+b+c+d

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

FOOTNOTE FOR TRUCK DRIVERS:


d. **PAID VACATION:** 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

----------------------------------------------------------------

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

================================================================

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

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

----------------------------------------------------------------

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

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

------------------------------------------------------------------
WAGE DETERMINATION APPEALS PROCESS

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

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

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

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

END OF GENERAL DECISION
ADA STANDARDS AND FINAL ACCEPTANCE CHECKLIST

TABLE OF CONTENTS

CONTENTS

County ADA Standard Drawings for this Project

ADA Final Checklist

(Next Pages)
General Notes (Cont.)

10. Where a curb ramp meets the pavement, a bullnose will be permitted. Transition from the sidewalk to the gutter in the roadway surface must be flush. If a Bullnose is used, the concrete is constructed, strike a dummy unit across the bottom of the ramp at the contact.

11. Sidewalk sections of curb ramps, the path of pedestrian travel (non-traversable), shall not exceed a slope of 1:12:1. Sidewalks outside of the pedestrian path (non-traversable) may be 1:14:1 slope or vertical.

12. For sidewalk locations on osi-aisle, refer to Pavement Construction Details (Std. Design, C502.03.01-10) for pavement longitudinal and transversal joints and for bar requirements and dimensions refer to the Pavement Construction Details for Curb and Curb (Std. Design, C502.03.00). For roadway cross slopes, pavement types and thickness, refer to the necessary Standard Typical Section.

13. The sidewalk shall be constructed at the top and bottom of a curb ramp when a turning movement or access to pedestrian push button is required, and must be completely contacted with the crosswalk.

14. Curb ramps shall be aligned with the edge of pavement in the direction of travel. The OWS shall extend 24 inches in the direction of travel and span the full roadway width.

15. The OWS shall be aligned similarly to the curb. The OWS shall be aligned with the sidewalk and the OWS shall be installed adjacent to the sidewalk, not less than 5 feet (1500 mm) from the edge of the sidewalk. The OWS shall be installed adjacent to the sidewalk and the OWS shall be aligned with the sidewalk, not less than 5 feet (1500 mm) from the edge of the sidewalk. The OWS shall be installed adjacent to the sidewalk, not less than 5 feet (1500 mm) from the edge of the sidewalk. The OWS shall be installed adjacent to the sidewalk, not less than 5 feet (1500 mm) from the edge of the sidewalk. The OWS shall be installed adjacent to the sidewalk, not less than 5 feet (1500 mm) from the edge of the sidewalk.

16. All detectable warnings (truncated domes) shall be installed per manufacturer’s recommendations and instructions (see Std. Design, C502.03.01-10). Truncated domes shall be placed at the full width of the curb, landing, or cut through island. Stamped concrete truncated domes or grooves will not be accepted.

Contractor Name:

Pitman Hill Road Shared Use Path
TAP-7303(617)

ADA-2
Type "3" Curb Ramp (Sidewalk Back of Vertical Curb)

Section A - A

General Notes

1) Do not scale drawing, follow dimensions.

2) See Standard Drawing, Sheet 1, "Concrete Curb Ramp Details (Types 1 & 2)" for the remainder of the "General Notes" for this drawing as well as ramp construction details.

Pitman Hill Road Shared Use Path
TAP-7303(617)

ADA-3
Contrator Name: ________________________________

General Notes

1) Do not scale drawing, follow dimensions.

2) See Standard Drawing Sheet 1, "Concrete Sidewalk and Curb Ramp Details (Types 1 & 2)" for the remainder of the "General Notes" for this drawing as well as ramp construction details.

Section "A-A" (Type "3" Curb Ramp Typical Section)

Section "B-B" (Type "3" Curb Ramp Typical Section)
Pitman Hill Road Shared Use Path
TAP-7303(617)

Contractor Name: ________________________________

ADA-5
General Notes

1. Do not scale drawings, follow dimensions.

2. The surface shall be compliant with the "Americans with Disabilities Act Accessibility Guidelines (ADAAG)”, Detectable Warning (Paragraph 4.2.9), and Curb Ramps (Paragraph 4.2.7), and Ramps (Paragraph 4.8). Non-compliance shall be removed and corrected at contractor’s expense.

3. The contractor and/or manufacturer must provide a performance warranty on the product and installation of the Detectable Warning Surface (DWS) for a minimum period of 1 year from the date of project acceptance or installation (whichever date is later). The performance warranty shall guarantee that the DWS is free from defects in workmanship and material including deformation, breakage, excessive wear or breakage of truncated domes, color fastness, delamination, or attachment to pavement surface.

4. The Detectable Warning Surface (DWS) type shall be “Cast-in-Place with Screw Anchoring” (both new and retrofit applications) or “Surface Applied with Adhesive” (retrofit only), with the approved manufacturers listed on the “MDOT Qualified Lists. Qualified Truncated Domes, FS-1067 Table 1” (also see MDOT Std. Dwg. C608.10h). The MDOT “Qualified Lists” are located on the Internet at: www.mdot.org/business/materials/pdf/main/tables.pdf

5. Refer to St. Charles County Standard Drawings Sheets 1 through Sheet 2 for sidewalk and curb ramp details and typical configurations. Truncated dome mats, tiles or panels are required on all raised concrete channelization islands with curb ramps (see Standard Drawing C608.49).

6. SAFETY MEASURES - Using barricades, cones or other safety devices, block off work area to pedestrian and vehicle traffic during installation process. Have work crew be prepared to offer alternate accessible pathway to disabled pedestrians during the time work is being performed and is curing.

7. Contractors or manufacturers shall at the request of this Department, provide product literature, installation procedures, maintenance instructions, detectable warning (truncated dome) samples (minimum 12 in. x 12 in.), and necessary current test reports in accordance with ASTM guidelines, and possible test installation by the contractor or manufacturer.

8. MATERIALS

- Cast-in-place composite tiles or mats shall be made of polyester/vinyl ester reinforced compression molded material or similar approved material, throughout the thickness of the detectable warning surface. Colors shall be dark red “Brick” color (on concrete surface) and Safety Yellow (on dark surfaces and safety yellow with the approval of the engineer). DWS shall meet the Federal standard colors for tactile panels. UV stabilization protection (fade resistance) shall be homogenous throughout the composite material and not rely on any type of painted or coated surface to achieve color or UV code compliance. Mats or tiles shall have a minimum of six (6) corrosion resistant anchors with color coordinated corrosion resistant fasteners.

- Detectable Warning Surface (DWS) shall consist of a surface of truncated domes aligned in a square or radial grid pattern. The pattern shall be aligned with the edge of pavement in the direction of travel. The DWS shall extend 24 inches in the direction of travel and span the full width of the curb ramp (exclusive of flares), landing or blended transition. The DWS shall contrast visually with the ramp or landing surface (dark-on-light surface, or light-on-dark surface), with a slip resistant surface or pattern (comply with ADA and ADAAG guidelines). Truncated domes shall be aligned parallel to the running slope of a ramp, in a square grid, when installed in the direction of pedestrian travel, to permit wheels to roll between the domes. DWS shall be installed 6 in. to 8 in. from the face of curb, the full width of the ramp (max. of 2 in. from each side of the ramp or landing - see detail “A” on Std. Dwg. Sheet 1). DWS in a cut-through island shall be installed full width, aligned with the face of the cut-through island curb (see Std. Dwg. Sheet 10).

- The DWS, truncated dome mats, tiles or panels used shall be consistent throughout the project and are required to be installed on all curb ramps at public and private street intersections, signalized intersections, and all channelized and raised islands where a curb ramp or cut-through is provided. DWS shall be omitted on curb ramps adjacent to private entrances. The DWS type and location shall be approved by the Engineer prior to installation. No direct payment will be made for detectable warning surfaces.

- Truncated dome mats, tiles or panels shall be a cast-in-place product (new construction) or surface applied (retrofit applications), and approved by the project engineer prior to usage. Mats or tiles shall be pre-formed or pre-cast and installed per manufacturer’s recommendations and instructions. Stamped concrete truncated domes or grooves will not be accepted.

Square Pattern, Parallel Alignment

Truncated Dome Detail

Pitman Hill Road Shared Use Path
TAP-7303(617)

ADA-6
**Contractor Name: ________________________________**

**Job No. ____ Route ________ County ______________ Location ___________________________________________**

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<th>Requirements</th>
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<th>NO</th>
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</table>
| **Sidewalk Width** | ☐ The minimum continuous and unobstructed clear width of a pedestrian access route shall be 4.0 feet, exclusive of the width of the curb.  
☐ The continuous clear width of pedestrian access routes for medians and pedestrian refuge islands must be 5 feet minimum in order to allow for passing space.  
☐ MoDOT Sidewalks shall be 5 feet wide minimum.  
☐ 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.  
☐ 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.  
☐ Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.  
☐ Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.  
☐ Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. |     |    |    |
| **Passing Spaces** | ☐ Walkways in pedestrian access routes that are less than 5 feet in clear width shall provide passing spaces at intervals of 200 feet maximum.  
☐ Pedestrian access routes at passing spaces shall be 5 feet wide for a distance of 5 feet. |     |    |    |
| Sidewalk Running Slope | • The running slope of a pedestrian access route shall be 5 percent maximum.  
                         | **Roadway Grade Exception**: Where pedestrian access routes are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway.  
<pre><code>                     | • Running Slopes shall be measured using a calibrated 2 foot long digital level. |
</code></pre>
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<th>Requirements ¹</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
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</table>
| Sidewalk Cross Slope  
The grade that is perpendicular to the direction of accessible pedestrian travel, measured perpendicular to the curb line or edge of the street or highway, or measured perpendicular to the running grade. | • The cross slope of the walkway of a pedestrian access route shall be 2 percent maximum. (Roadway Grade Exception may be considered)  
• 2010 ADA/ABA allows for cross slopes of up to ¼ inch per foot (2.08 percent).  
• In either case, a cross slope measurement of 2.1 percent or greater is not ADA compliant.  
• Cross Slopes shall be measured using a calibrated 2 foot long digital level. | | | |
| Sidewalk Ramps  
For example, a ramp segment with the maximum allowed running slope of 8.33% would require 5’ x 5’ landing after every 30’ of run. | o 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.  
 o The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.  
 o Cross slope of ramp runs shall be 2 percent maximum.  
 o The rise for any ramp run shall be 30 inches maximum.  
 o Ramps shall have landings at the top and the bottom of each ramp run.  
 o Ramp runs with a rise greater than 6 inches shall have handrails.  
 o Handrails shall be provided on both sides of stairs and ramps.  
 o Edge protection shall be provided on each side of ramp runs.  
 o Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.  
 o Gratings, access covers, and other appurtenances shall not be located on ramps, landings, blended transitions, and gutters within the pedestrian access route.  
 o 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. | | | |
<table>
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<th>Figures/Examples</th>
<th>Requirements</th>
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<th>NO</th>
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</table>
| **Vertical Alignment** | - Vertical alignment shall be planar within curb ramp runs, blended transitions, landings, and gutter areas within the pedestrian access route, and within clear spaces required for accessible pedestrian signals, street furniture, and operable parts.  
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route.  
- Grade breaks shall be flush.  
- Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.  
- Where the pedestrian access route crosses rail tracks at grade, the surface of the pedestrian access route shall be level and flush with the top of the rail at the outer edges of the rail. The surface between the rails shall be aligned with the top of the rail. | | | |
| **Changes in Level** | - Changes in level at grade breaks shall be flush.  
- Changes in level of ¼ inch high maximum shall be permitted to be vertical.  
- Changes in level between ¼ inch high maximum and ½ inch high maximum shall be beveled with a slope not steeper than 1v:2h.  
- The bevel shall be applied across the entire level change.  
- Changes in level greater than ½ inch high shall be ramp grade or flatter, a slope of 8.33 percent or less. | | | |
### Figures/Examples

<table>
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<th>Landing</th>
<th>Requirements</th>
</tr>
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</table>
| 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. | • The landing clear width shall be at least as wide as the widest ramp run leading to the landing.  
• The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4 feet minimum.  
• The landing clear length shall be 5 feet long minimum.  
• Landing slopes shall be 2 percent maximum.  
• Changes in level at grade breaks shall be flush.  
• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street. Detectable warning shall be located on the landing or blended transition at the back of curb.  
• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.  
• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. |

**Roadway Grade Exception**: The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

- Running Slopes and Cross Slopes shall be measured using a calibrated 2 foot long digital level.
<table>
<thead>
<tr>
<th>Figures/Examples</th>
<th>Requirements</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
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</thead>
</table>
| ![Diagram 1](image1.png) | - Protruding objects on sidewalks and other pedestrian circulation paths shall not reduce the clear width required for pedestrian accessible routes.  
- Objects with leading edges more than 27 inches and not more than 80 inches above the finish floor or ground shall protrude 4 inches maximum horizontally into the circulation path.  
- Free-standing objects mounted on posts or pylons shall overhang circulation paths 4 inches maximum measured horizontally from the post or pylon base when located 27 inches minimum and 80 inches maximum above the finish floor or ground. The base dimension shall be 2.5 inches thick minimum. (2011 PROWAG R402.3)  
- Where a sign or other obstruction is mounted between posts or pylons and the clear distance between the posts or pylons is greater than 12 inches, the lowest edge of such sign or obstruction shall be 27 inches maximum or 80 inches minimum above the finish floor or ground.  
- Vertical clearance shall be 80 inches high minimum. Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish floor or ground.  
- Guardrails or other barriers shall be provided where the vertical clearance is less than 80 inches high. The leading edge of such guardrail or barrier shall be located 27 inches maximum above the finish surface or ground. | | | |
| ![Diagram 2](image2.png) | - Openings in floor and ground surfaces shall not allow passage of a sphere more than \(\frac{1}{2}\) inch diameter. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.  
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.  
- Lift holes for manhole/utility covers shall not have an opening greater than \(\frac{1}{2}\) inch. Plugging of holes greater than \(\frac{1}{2}\) inch with a material approved by the engineer is acceptable as long as it complies with the changes in level requirements. | | | |
**ENTRANCES (PROWAG R301)**

<table>
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<th>Requirements</th>
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<th>NA</th>
</tr>
</thead>
</table>
| ![Image](image1.png) | • The minimum continuous and unobstructed clear width of a pedestrian access route provided across commercial and residential entrances shall be 4 feet minimum.  
• Cross slope shall be 2 percent maximum.  
• Be cautious with the transition from the driveway to the roadway to avoid grade combinations that will cause vehicles to bottom out when driving over the transition. | ![Image](image2.png) | ![Image](image3.png) | ![Image](image4.png) |  

**EDGE PROTECTION (PROWAG R406.8)**

<table>
<thead>
<tr>
<th>Figures/Examples</th>
<th>Requirements</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
</tr>
</thead>
</table>
| ![Image](image5.png) | • Edge protection shall be provided on each side of ramp runs and at each side of ramp landings.  
• A curb or barrier shall be provided that prevents the passage of a 4 inch diameter sphere, where any portion of the sphere is within 4 inches of the finish floor or ground surface.  
• Edge-protection shall not be required when the floor or ground surface of the ramp run or landing extends 12 inches minimum beyond the inside face of a handrail.  
• Edge protection shall not be required on curb ramps and their landings.  
• Edge protection shall not be required on ramps that are not required to have handrails and have flares not steeper than 1:10.  
• Edge protection shall not be required on the sides of ramp landings having a vertical drop-off of ½ inch maximum within 10 inches horizontally of the minimum landing area. | ![Image](image6.png) | ![Image](image7.png) | ![Image](image8.png) |  

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### HANDRAIL AND PEDESTRIAN GUARDRAIL (PROWAG R408)

<table>
<thead>
<tr>
<th>Figures/Examples</th>
<th>Requirements</th>
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<th>NO</th>
<th>NA</th>
</tr>
</thead>
</table>
| ![Diagram](Image) | - The clear width of walking surfaces shall be 4.0 feet minimum.  
- Handrails are required on ramp runs with a rise greater than 6 inches and on certain stairways. Handrails are not required on walking surfaces with running slopes less than 1:20. Where required, handrails shall be provided on both sides of stairs and ramps.  
- Handrails shall be continuous within the full length of each stair flight or ramp run. Inside handrails on switchback or dogleg stairs and ramps shall be continuous between flights or runs.  
- Top of gripping surfaces of handrails shall be 34 inches minimum and 38 inches maximum vertically above walking surfaces, stair nosings, and ramp surfaces. Handrails shall be at a consistent height above walking surfaces, stair nosings, and ramp surfaces.  
- Clearance between handrail gripping surfaces and adjacent surfaces shall be 1 1/2 inches minimum.  
- Handrail gripping surfaces with a circular cross section shall have an outside diameter of 1 1/4 inches minimum and 2 inches maximum.  
- Handrail gripping surfaces with a non-circular cross section shall have a perimeter dimension of 4 inches minimum and 6 1/4 inches maximum, and a cross-section dimension of 2 1/4 inches maximum.  
- Handrail gripping surfaces and any surfaces adjacent to them shall be free of sharp or abrasive elements and shall have rounded edges.  
- Handrails shall not rotate within their fittings.  
- Ramp handrails shall extend horizontally above the landing for 12 inches minimum beyond the top and bottom of ramp runs. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent ramp run.  
- At the top of a stair flight, handrails shall extend horizontally above the landing for 12 inches minimum beginning directly above the first riser nosing. Extensions shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.  
- At the bottom of a stair flight, handrails shall extend at the slope of the stair flight for a horizontal distance at least equal to one tread depth beyond the last riser nosing. Extension shall return to a wall, guard, or the landing surface, or shall be continuous to the handrail of an adjacent stair flight.  
- See Edge Protection section above (also PROWAG 406.8) for additional details. |
### STAIRWAYS (PROWAG R407)

<table>
<thead>
<tr>
<th>Figures/Examples</th>
<th>Requirements</th>
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</thead>
</table>
| ![Stairs Image](image.png) | - All steps on a flight of stairs shall have uniform riser heights and uniform tread depths. Risers shall be 4 inches high minimum and 7 inches high maximum. Treads shall be 11 inches deep minimum.  
- Open risers are not permitted.  
- The radius of curvature at the leading edge of the tread shall be 1/2 inch maximum. Nosings that project beyond risers shall have the underside of the leading edge curved or beveled. Risers shall be permitted to slope under the tread at an angle of 30 degrees maximum from vertical. The permitted projection of the nosing shall extend 1 1/2 inches maximum over the tread below.  
- Stairs shall have handrails complying with PROWAG 2005 R408. |

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<th>YES</th>
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**UNOBSTRUCTED REACH RANGES (PROWAG R404)**

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<th>NA</th>
</tr>
</thead>
</table>
| ![Image](image1.png) | **Forward Reach**  
- Where a forward reach is unobstructed, the high forward reach shall be 48 inches maximum and the low forward reach shall be 15 inches minimum above the finish floor or ground. | | | |
| ![Image](image2.png) | **Side Reach**  
- Where a clear floor or ground space allows a parallel approach to an element and the side reach is unobstructed, the high side reach shall be 48 inches maximum and the low side reach shall be 15 inches minimum above the finish floor or ground.  
- **EXCEPTION:** An obstruction shall be permitted between the clear floor or ground space and the element where the depth of the obstruction is 10 inches maximum. (2011 PROWAG R406.3) | | | |

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CURB RAMPS (PROWAG R303)

<table>
<thead>
<tr>
<th>Figures/Examples</th>
<th>Requirements</th>
<th>YES</th>
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</tr>
</thead>
</table>
| 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. | - The clear width of ramps, excluding the flares, shall be 4.0 feet minimum.  
- Ramp runs shall have a running slope between 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.  
**Exception: 15 Foot Rule:** The running slope for a curb ramp is not limited to 8.33 percent maximum if the constructed curb ramp length exceeds 15 feet in length.  
- Cross slope of ramp runs shall be 2 percent maximum. (Roadway Grade Exception may be considered)  
- The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.  
- Ramps shall have landings at the top and the bottom of each ramp run.  
  - The landing clear width shall be at least as wide as the widest ramp run leading to the landing.  
  - The landing clear length shall be 5.0 feet long minimum.  
  - Ramps that change direction between runs at landings shall have a clear landing 5.0 feet minimum by 5.0 feet minimum.  
- Handrails and Edge protection shall not be required on curb ramps and their landings.  
- Curb height = 0 inches within curb ramp spaces.  
- Curb ramps must be flush with street.  
- The counter slope of the gutter or street at the foot of a curb ramp, landing, or blended transition shall be 5 percent maximum. (R303.3.5)  
- The adjacent surfaces at transitions at curb ramps to walks, gutters, and streets shall be at the same level.  
- Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.  
  - In alterations, where there is no landing at the top of curb ramps, curb ramp flares shall be provided and shall not be steeper than 1:12.  
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.  
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.  
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.  
- Grade Breaks at the top and bottom of curb ramp runs shall be perpendicular to the direction of the ramp run. |
### Figures/Examples

<table>
<thead>
<tr>
<th>Requirements 1</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td>Perpendicular curb ramps shall have a running slope that cuts through or is built up to the curb at right angles or meets the gutter grade break at right angles.</td>
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<tr>
<td>The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.</td>
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<tr>
<td>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.</td>
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<td>The cross slope at intersections shall be 2 percent maximum. (Roadway Grade Exception may be considered)</td>
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<tr>
<td>The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</td>
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</table>

**Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

- A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the top of the curb ramp and shall be permitted to overlap other landings and clear space.
- Flared sides with a slope of 10 percent maximum, measured parallel to the curb line, shall be provided where a pedestrian circulation path crosses the curb ramp.
- If the flared sides are not in the pathway (grass next to ramp), then there is no maximum slope and can be vertical curbs. (See adjacent figure for further explanation.)
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
- Where both ends of the bottom grade break are 5.0 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5.0 feet from the back of curb, the detectable warning shall be located on the lower landing.

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**Roadway Grade Exception:**

Where curb ramps, landings and blended transitions are contained within a street or highway right-of-way, the grade of the pedestrian access route is permitted to be modified to equal the general grade established for the adjacent street or highway.

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<table>
<thead>
<tr>
<th>Figures/Examples</th>
<th>Requirements ¹</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
</tr>
</thead>
</table>
| ![Curb Ramps Diagram](image) | - **Parallel curb ramps** shall have a running slope that is in-line with the direction of sidewalk travel.
- The clear width of landings, blended transitions, and curb ramps, excluding flares, shall be 4.0 feet minimum.
- The running slope shall be 5 percent minimum and 8.33 percent maximum but shall not require the ramp length to exceed 15.0 feet.
- The cross slope shall be 2 percent maximum. (Roadway Grade Exception may be considered)

**Roadway Grade Exception:** The grade of pedestrian access routes within sidewalks is permitted to equal the general grade established for the adjacent street or highway. The cross slope of curb ramps, blended transitions, landings, and turning spaces at pedestrian street crossings without yield or stop control where vehicles can proceed through the intersection without slowing or stopping, and at midblock pedestrian street crossings are permitted to equal the street or highway grade.

- A landing 4.0 feet minimum by 4.0 feet minimum shall be provided at the bottom of the ramp run and shall be permitted to overlap other landings and clear floor or ground space.
- Where a parallel curb ramp does not occupy the entire width of a sidewalk, drop-offs at diverging segments shall be protected.
- Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.
- Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush. |
- **Blended Transitions** shall have a running slope of 5 percent maximum and cross slope shall be 2 percent maximum.
- The clear width blended transitions, excluding flares, shall be 4.0 feet minimum.
- Detectable warning surfaces shall be provided where a blended transition connects to a street.
- Gratings, access covers, and other appurtenances shall not be located on blended transitions within the pedestrian access route.
- Grade breaks at the top and bottom of perpendicular curb ramps shall be perpendicular to the direction of ramp run. At least one end of the bottom grade break shall be at the back of curb. Grade breaks shall not be permitted on the surface of blended transitions and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.
<table>
<thead>
<tr>
<th>Figures/Examples</th>
<th>Requirements ¹</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>• 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.</td>
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<td>• 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.</td>
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<td>• The bottom of diagonal curb ramps shall have a clear space 48 inches minimum outside active traffic lanes of the roadway.</td>
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<td>• Diagonal curb ramps provided at marked crossings shall provide the 48 inches minimum clear space within the markings.</td>
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<td>• 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.</td>
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<td><strong>Roadway Grade Exception:</strong> 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.</td>
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<td>• Detectable warning surfaces shall be provided, where a curb ramp, landing, or blended transition connects to a street.</td>
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<td>• Grating, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</td>
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<td>• 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.</td>
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<td>• Running and cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.</td>
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</tbody>
</table>

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**DETECTABLE WARNINGS DEVICES (TRUNCATED DOMES) (PROWAG R304)**

<table>
<thead>
<tr>
<th>Figures/Examples</th>
<th>Requirements</th>
<th>YES</th>
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</tr>
</thead>
</table>
| A surface feature of truncated dome material built in or applied to the walking surface to advise of an upcoming change from pedestrian to vehicular way. | - Detectable warnings shall consist of a surface of truncated domes aligned in a square or radial grid pattern complying with 2010 ADA Standards. Detectable warning surfaces shall contrast visually with adjacent gutter, street or highway, or walkway surfaces, either light-on-dark or dark-on-light.  
- Detectable warning surfaces shall extend 24 inches minimum in the direction of travel and the full width of the curb ramp (exclusive of flares), the landing, or the blended transition. Detectable warning surfaces are required where curb ramps, blended transitions, or landings provide a flush pedestrian connection to the street.  
- Sidewalk crossings of residential driveways should not generally be provided with detectable warnings, since the pedestrian right-of-way continues across most driveway aprons and overuse of detectable warning surfaces should be avoided in the interests of message clarity. However, where commercial driveways are provided with traffic control devices or otherwise are permitted to operate like public streets, detectable warnings should be provided at the junction between the pedestrian route and the street.  
- Perpendicular Curb Ramps: Where both ends of the bottom grade break are 5 feet or less from the back of curb, the detectable warning shall be located on the ramp surface at the bottom grade break. Where either end of the bottom grade break is more than 5 feet from the back of curb, the detectable warning shall be located on the lower landing.  
- Landings and Blended Transitions: The detectable warning shall be located on the landing or blended transition at the back of curb.  
- Rail Crossings: The detectable warning surface shall be located so that the edge nearest the rail crossing is 6 feet minimum and 15 feet maximum from the centerline of the nearest rail. The rows of truncated domes in a detectable warning surface shall be aligned to be parallel with the direction of wheelchair travel.  
- Detectable warnings at cut-through islands shall be located at the curb line in-line with the face of curb and shall be separated by a 2.0 foot minimum length of walkway without detectable warnings. Where the island has no curb, the detectable warning shall be located at the edge of roadway.  
- Exception, when detectable warnings are required by a manufacturer’s installation specifications to be embedded into concrete with a surrounding edge, domes may be installed at less than the required full width. Under this exception, the detectable warning surface shall never be more than 2 inches from the edge of the curb ramp, the landing, or the blended transition.  
- Detectable warnings shall not be stamped into concrete. | | | |
<table>
<thead>
<tr>
<th>Figures/Examples</th>
<th>Requirements</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image1.png" alt="Image" /></td>
<td>Medians and pedestrian refuge islands in crosswalks shall contain a pedestrian access route, including passing space and connecting to each crosswalk.</td>
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<tr>
<td><img src="image2.png" alt="Image" /></td>
<td>Raised islands in crossings shall be cut through level with the street or have curb ramps and required landings at both sides.</td>
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<tr>
<td><img src="image3.png" alt="Image" /></td>
<td>All median island passage spaces shall provide a clear width of 5 feet minimum.</td>
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<tr>
<td><img src="image4.png" alt="Image" /></td>
<td>Medians and pedestrian refuge islands shall be 6.0 feet minimum in length in the direction of pedestrian travel.</td>
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<tr>
<td><img src="image5.png" alt="Image" /></td>
<td><strong>Roadway Grade Exception</strong>: 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.</td>
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<tr>
<td><img src="image6.png" alt="Image" /></td>
<td>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.</td>
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<tr>
<td><img src="image7.png" alt="Image" /></td>
<td>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.</td>
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<tr>
<td><img src="image8.png" alt="Image" /></td>
<td>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.</td>
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<tr>
<td><img src="image9.png" alt="Image" /></td>
<td>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.</td>
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<tr>
<td><img src="image10.png" alt="Image" /></td>
<td>Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.</td>
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<tr>
<td><img src="image11.png" alt="Image" /></td>
<td>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.</td>
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</table>
## ACCESSIBLE PEDESTRIAN SIGNALS (PUSHBUTTONS) (PROWAG R306)

<table>
<thead>
<tr>
<th>Figures/Examples</th>
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<th>NA</th>
</tr>
</thead>
<tbody>
<tr>
<td><img src="image1.png" alt="Image" /></td>
<td>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. <strong>HOLD waiting for MoDOT Specs and APL</strong></td>
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<tr>
<td><img src="image2.png" alt="Image" /></td>
<td>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.</td>
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<tr>
<td><img src="image3.png" alt="Image" /></td>
<td>Accessible pedestrian pushbuttons shall be located within a reach range complying with PROWAG 2005 R404.</td>
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<tr>
<td><img src="image4.png" alt="Image" /></td>
<td>A clear floor or ground space shall be provided at the pushbutton and shall connect to or overlap the pedestrian access route. <strong>Roadway Grade Exception:</strong> 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.</td>
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<tr>
<td><img src="image5.png" alt="Image" /></td>
<td>Pedestrian signals shall comply with PROWAG 2005 R306.</td>
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<tr>
<td><img src="image6.png" alt="Image" /></td>
<td>- 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.</td>
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<tr>
<td><img src="image7.png" alt="Image" /></td>
<td>- The control face of the pushbuttons is installed parallel to the direction of the crosswalk it serves.</td>
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<tr>
<td><img src="image8.png" alt="Image" /></td>
<td>- 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.</td>
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<tr>
<td><img src="image9.png" alt="Image" /></td>
<td>- 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.</td>
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<tr>
<td><img src="image10.png" alt="Image" /></td>
<td>- 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.</td>
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<tr>
<td><img src="image11.png" alt="Image" /></td>
<td>- Where pushbuttons for the visually impaired are installed, tactile signs are to be provided that meet ADA requirements.</td>
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<table>
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<tr>
<th>Figures/Examples</th>
<th>Requirements</th>
<th>YES</th>
<th>NO</th>
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</thead>
</table>
| ![Image](image1.png) | • Crosswalks shall contain a pedestrian access route that connects to departure and arrival walkways through any median or pedestrian refuge island.  
• Marked crosswalks shall be 6 feet wide minimum.  
• The grade of the pedestrian access route is permitted to equal the general grade established for the adjacent street or highway, except that where pedestrian access routes are contained within pedestrian street crossings a maximum grade of 5 percent is required.  
• A 5 percent maximum cross slope is specified for pedestrian access routes contained within pedestrian street crossings without yield or stop control.  
• Crossings with Stop Control: The cross slope shall be 2 percent maximum.  
• The cross slope at midblock crossings shall be permitted to be warped to meet street or highway grade.  
• The running slope shall be 5 percent maximum, measured parallel to the direction of pedestrian travel in the crosswalk.  
• Where pedestrian signals are provided at pedestrian street crossings, they shall include accessible pedestrian signals and pedestrian pushbuttons complying with sections 4E.08 through 4E.13 of the MUTCD. Operable parts shall comply with R403. (2011 PROWAG R209.1) ON HOLD waiting for MoDOT Specs and APL  
• Crosswalk pavement marking is 6 inches wide white.  
• Stop bar is at minimum 4 feet from the crosswalk.  
• Curb ramps at marked crossings shall be wholly contained within the markings, excluding any flared sides.  
• Gratings, access covers, and other appurtenances shall not be located on curb ramps, landings, blended transitions, and gutters within the pedestrian access route.  
• Grade breaks shall not be permitted on the surface of curb ramps, blended transitions, landings, and gutter areas within the pedestrian access route. Surface slopes that meet at grade breaks shall be flush.  
• Beyond the curb face, a clear space of 4.0 feet minimum by 4.0 feet minimum shall be provided within the width of the crosswalk and wholly outside the parallel vehicle travel lane. | ☑️ | ☐ | ☑️ |
### ALTERNATE CIRCULATION PATH (PROWAG R302)

<table>
<thead>
<tr>
<th>Figures/Examples</th>
<th>Requirements ¹</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
</tr>
</thead>
</table>
| ![Image](image1.jpg) | - Alternate circulation paths shall contain a pedestrian access route.  
- To the maximum extent feasible, the alternate circulation path shall be provided on the same side of the street as the disrupted route.  
- Where the alternate circulation path is exposed to adjacent construction, excavation drop-offs, traffic, or other hazards, it shall be protected with a pedestrian barricade or channelizing device complying with MUTCD 6F-58, 6F-63, and 6F-66.  
- Pedestrian barricades and channelizing devices shall be continuous, stable, and non-flexible and shall consist of a wall, fence, or enclosures specified in section 6F-58, 6F-63, and 6F-66 of the MUTCD (incorporated by reference; see PROWAG 2005 R104.2.4).  
- A detectable continuous bottom edge shall be provided 2 inches maximum above the ground or walkway surface.  
- Devices shall provide a continuous surface or upper rail at 3.0 feet minimum above the ground or walkway surface.  
- Support members shall not protrude into the alternate circulation path. | | | |

### BUS BOARDING AND ALIGHTING AREAS (PROWAG R410)

<table>
<thead>
<tr>
<th>Figures/Examples</th>
<th>Requirements ¹</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
</tr>
</thead>
</table>
| ![Image](image2.jpg) | - Bus stop boarding and alighting areas shall have a firm, stable surface.  
- Bus stop boarding and alighting areas shall provide a clear length of 8 feet minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 5 feet minimum, measured parallel to the vehicle roadway.  
- Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route.  
- Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 2 percent.  
- Bus shelters shall provide a minimum 30 inch by 48 inch clear floor or ground space entirely within the shelter.  
- Bus shelters shall be connected by an accessible route to a boarding and alighting area. | | | |

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Pitman Hill Road Shared Use Path  
TAP-7303(617)  
ADA-25
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.)

A MoDOT requirement.

Unless otherwise noted, all notes on this form are direct ADA requirements as published in either the PROWAG dated November 23, 2005 or ADA/ABA Standards from 2010.

All exceptions and technically infeasible locations should be discussed with the project manager and/or area engineer prior to acceptance of the work. All exceptions and technically infeasible locations will need to be thoroughly documented by the engineer, and that documentation will be attached to this form and retained as part of the final acceptance records.

All slope and grade measurements for ADA compliance will be made using a calibrated 2 foot long digital level.

US Access Board PROWAG
R202.3.1 Prohibited Reduction in Required Access. An alteration shall not decrease or have the effect of decreasing the accessibility of a facility or an accessible connection to an adjacent building or site below the requirements for new construction in effect at the time of the alteration.

| Inspector Name: | __________________________________________________________________________ |
| Inspector Signature: | __________________________________________________________________________ | Date: |

| Resident Engineer or Area Engineer Name: | __________________________________________________________________________ |
| Resident Engineer or Area Engineer Signature: | __________________________________________________________________________ | Date: |

Distribution:
- [ ] Project Office
- [ ] District Permit Office
## SAMPLE
### ADA EXCEPTIONS DOCUMENTATION

<table>
<thead>
<tr>
<th>Job No.</th>
<th>Route</th>
<th>County</th>
<th>Location</th>
</tr>
</thead>
</table>

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

**Inspector Name:**

**Inspector Signature:**

**Date:**

**Resident Engineer or Area Engineer Name:**

**Resident Engineer or Area Engineer Signature:**

**Date:**

**Distribution:**
- [ ] Project Office
- [ ] District Permit Office

---

Pitman Hill Road Shared Use Path
TAP-7303(617)

ADA-27
<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNIT</th>
<th>QUANTITY</th>
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<tbody>
<tr>
<td>201-20.10</td>
<td>CLEARING AND GRUBBING</td>
<td>LS</td>
<td>1</td>
</tr>
<tr>
<td>202-20.10</td>
<td>REMOVAL OF IMPROVEMENTS</td>
<td>LS</td>
<td>1</td>
</tr>
<tr>
<td>207-10.01</td>
<td>LINEAR GRADING</td>
<td>STA</td>
<td>26.7</td>
</tr>
<tr>
<td>606-10.00</td>
<td>GUARDRAIL (TYPE A)</td>
<td>LF</td>
<td>257</td>
</tr>
<tr>
<td>606-10.80</td>
<td>MGS END ANCHOR</td>
<td>EA</td>
<td>1</td>
</tr>
<tr>
<td>606-30.14</td>
<td>TYPE A CRASHWORTHY END TERMINAL (MASH)</td>
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<td>1</td>
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<tr>
<td>607-30.00</td>
<td>HANDRAIL</td>
<td>LF</td>
<td>596</td>
</tr>
<tr>
<td>609-70.10</td>
<td>ROCK LINING</td>
<td>CY</td>
<td>78</td>
</tr>
<tr>
<td>612-10.25</td>
<td>CHANNELIZER (TRIM LINE)</td>
<td>EA</td>
<td>100</td>
</tr>
<tr>
<td>613-10.14</td>
<td>SAWCUT (ANY DEPTH)</td>
<td>LF</td>
<td>112</td>
</tr>
<tr>
<td>618-10.00</td>
<td>MOBILIZATION</td>
<td>LS</td>
<td>1</td>
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<tr>
<td>627-10.00</td>
<td>CONTRACTOR FURNISHED SURVEYING AND STAKING</td>
<td>LS</td>
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</tr>
<tr>
<td>719-10.00</td>
<td>MODULAR BLOCK RETAINING WALL</td>
<td>SF</td>
<td>465</td>
</tr>
<tr>
<td>731-99.10</td>
<td>REMOVE AND REPLACE TOP W/ SUMP BRIDGE TOP - DOUBLE</td>
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<td>6</td>
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<tr>
<td>800-20.00</td>
<td>SEEDING AND MULCHING</td>
<td>ACRE</td>
<td>0.3</td>
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<tr>
<td>806-10.00</td>
<td>INLET CHECK</td>
<td>EA</td>
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</tr>
<tr>
<td>806-99.00</td>
<td>SWAIN WATTLELS</td>
<td>LF</td>
<td>2467</td>
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<td>612-10.05</td>
<td>CONSTRUCTION SIGNS</td>
<td>SF</td>
<td>1044</td>
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<td>12 IN SOLID WHITE EXTRUDED THERMOPLASTIC PAVEMENT MARKING PAINT</td>
<td>LF</td>
<td>82</td>
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<td>003-50.04A</td>
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<td>SF</td>
<td>17</td>
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<td></td>
<td>BIKE AND PEDESTRIAN ITEMS</td>
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<tr>
<td>606-60.04</td>
<td>4&quot; THICK CONCRETE SIDEWALK</td>
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<td>41.8</td>
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<tr>
<td>606-82.06</td>
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<td>2465.9</td>
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<td>718-99.10A</td>
<td>62 PEDESTRIAN BRIDGE (10' WIDE)</td>
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<tr>
<td>718-99.10B</td>
<td>230 PEDESTRIAN BRIDGE (10' WIDE)</td>
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**CONCRETE SIDEWALK**

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<tr>
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**SAWCUT**

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<tr>
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**STORM STRUCTURE LIDS**

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<td>PP-1</td>
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<td></td>
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<tr>
<td>PP-2</td>
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**EROSION CONTROL**

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<td>INLET CHECK</td>
<td>STRAW WATTELES</td>
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<table>
<thead>
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</thead>
<tbody>
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<td>1007</td>
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<td>EC-2</td>
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<td>670</td>
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<tr>
<td>EC-3</td>
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<td>590</td>
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**ROADSIDE DEVELOPMENT**

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<tbody>
<tr>
<td>SEEDING AND MULCHING</td>
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</tbody>
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<table>
<thead>
<tr>
<th>SHEET</th>
<th>ACRE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PP-1</td>
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<td>PP-2</td>
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<td>PP-3</td>
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**PERMANENT PAVEMENT MARKINGS**

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<th>620-20.01</th>
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</thead>
<tbody>
<tr>
<td>12 IN SOLID WHITE EXTRUDED THERMOPLASTIC PAVEMENT MARKING PAINT</td>
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</table>

<table>
<thead>
<tr>
<th>SHEET</th>
<th>LF</th>
<th>PP-1</th>
<th>82</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTALS</td>
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</tbody>
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**GUARDRAIL**

<table>
<thead>
<tr>
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<th>GUARDRAIL (LF)</th>
</tr>
</thead>
<tbody>
<tr>
<td>806-10.80</td>
<td>MGS END ANCHOR (EA)</td>
</tr>
<tr>
<td>806-30.14</td>
<td>TYPE A CRASHWORTHY END TERMINAL (MASH) (EA)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SHEET</th>
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<tbody>
<tr>
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**LINEAR GRADING**

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<thead>
<tr>
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<th>PROJECT INFORMATION SIGNS</th>
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<table>
<thead>
<tr>
<th>SHEET</th>
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<tbody>
<tr>
<td>PERMANENT SIGNAGE (SF)</td>
<td>REMARKS</td>
</tr>
<tr>
<td>PP-1</td>
<td>W11-15</td>
</tr>
<tr>
<td>PP-1</td>
<td>W16-9P</td>
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<tr>
<td>TOTALS</td>
<td>17</td>
</tr>
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</table>

**MODULAR BLOCK RETAINING WALL**

<table>
<thead>
<tr>
<th>719-10.00</th>
<th>RETAINING WALL</th>
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</table>

<table>
<thead>
<tr>
<th>SHEET</th>
<th>WALL</th>
<th>PF</th>
<th>PP-2</th>
<th>188</th>
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</thead>
<tbody>
<tr>
<td>PP-2</td>
<td>#1</td>
<td>2</td>
<td>#2</td>
<td>80</td>
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<tr>
<td>PP-3</td>
<td>#3</td>
<td>188</td>
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<tr>
<td>PP-4</td>
<td>#4</td>
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<tr>
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**PERMANENT SIGNS**

<table>
<thead>
<tr>
<th>SHEET</th>
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<th>SIZE</th>
<th>612-10.05</th>
<th>MOBILIZATION</th>
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<tr>
<td>PP-1</td>
<td>W11-15</td>
<td>30&quot; x 30&quot;</td>
<td>1 LUMP SUM</td>
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</tr>
<tr>
<td>PP-1</td>
<td>W16-9P</td>
<td>24&quot; x 12&quot;</td>
<td>1 LUMP SUM</td>
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<tr>
<td>TOTALS</td>
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**TEMPORARY CONSTRUCTION SIGNS**

<table>
<thead>
<tr>
<th>SHEET</th>
<th>SIGN NUMBER</th>
<th>MUTCD REFERENCE</th>
<th>SIZE</th>
<th>SIGN AREA</th>
<th>CONSTRUCTION SIGNS</th>
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</thead>
<tbody>
<tr>
<td>TCP-1</td>
<td>1</td>
<td>W20-1</td>
<td>36</td>
<td>108 SF</td>
<td>216 ROAD WORK 300 FT</td>
</tr>
<tr>
<td>TCP-1</td>
<td>2</td>
<td>W20-4</td>
<td>36</td>
<td>108 SF</td>
<td>216 ONE LANE ROAD 200 FT</td>
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<tr>
<td>TCP-1</td>
<td>3</td>
<td>W20-7</td>
<td>36</td>
<td>108 SF</td>
<td>216 FLAGER</td>
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<tr>
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<td>4</td>
<td>W16-2P</td>
<td>24</td>
<td>36 SF</td>
<td>72 100 FT</td>
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<td>TCP-1</td>
<td>5</td>
<td>W20-1</td>
<td>36</td>
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<td>216 ROAD WORK AHEAD</td>
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<td>TCP-1</td>
<td>6</td>
<td>G20-2</td>
<td>36</td>
<td>54 SF</td>
<td>108 END ROAD WORK</td>
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</tbody>
</table>

*Quantities assume construction signs and channelizers can be reused. Channelizer amount is estimated and to be used at the discretion of the engineer on site for specific traffic control situations as needed.*
<table>
<thead>
<tr>
<th>PARCEL</th>
<th>OWNER'S NAME</th>
<th>ADDRESS</th>
<th>DEED BOOK</th>
<th>PAGE</th>
<th>LEGAL DESCRIPTION</th>
<th>PARCEL ID</th>
<th>EXISTING AREA (SQ FT)</th>
<th>SIDEWALK EASEMENT (SQ FT)</th>
<th>PDE AREA (SQ FT)</th>
<th>TCE AREA (SQ FT)</th>
<th>REMAINING AREA (SQ FT)</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>ST CHARLES COUNTY</td>
<td>1031 KISLER RD</td>
<td>BK 6219</td>
<td>PG 1221</td>
<td>PITMAN HILL ROAD SHARED USE PATH</td>
<td>3-0120-0292-00-0015</td>
<td>NO TAKINGS</td>
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<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>MEADOWRIDGE RECREATIONAL CORP</td>
<td>PITMAN HILL RD</td>
<td>BK 1419</td>
<td>PG 1563</td>
<td>MEADOWRIDGE PLAT 6 (PB 28, PGS 129-131)</td>
<td>3-0120-6184-00-000a</td>
<td>666,363</td>
<td>7,604</td>
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<td>5,371</td>
<td>666,363</td>
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<tr>
<td>3</td>
<td>STONE HILL PROPERTIES LLC</td>
<td>1380 PITMAN HILL RD</td>
<td>BK 2916</td>
<td>PG 491</td>
<td></td>
<td>3-0120-0292-00-0001.1</td>
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<td>4</td>
<td>MEADOWRIDGE HOMEOWNERS ASSOCIATION</td>
<td>PITMAN HILL RD</td>
<td>BK 1408</td>
<td>PG 1177</td>
<td>MEADOWRIDGE PLAT 1 (PB 24, PGS 84-85)</td>
<td>3-0120-5859-00-000b</td>
<td>NO TAKINGS</td>
<td></td>
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</tbody>
</table>
PITMAN HILL ROAD SHARED USE PATH

= STRAW WATTLES
= INLET CHECK
SHOULDER WORK WITH MINOR ENCROACHMENT

WORK BEYOND THE SHOULDER

FLAGGER CONTROL FOR ONE-LANE TWO-WAY OPERATION
DAYTIME LANE CLOSURE ONLY

Temporary Traffic Control Plan

1. Road Work 300 FT W20-1
2. One Lane Road 200 FT W20-4
3. Flagger W20-7
4. 100 FT W16-2P
5. Road Work Ahead W20-1
6. End Road Work G20-2
PITMAN HILL ROAD SHARED USE PATH

26+50.00

26+00.00

25+50.00
ADDENDUM NO. 1
August 5, 2020
ST. CHARLES COUNTY
PITMAN HILL ROAD SHARED USE PATH
TAP-7303(617)
IFB 20-084

This Addendum No. 1 modifies original issued bid documents as follows:

1. MODIFICATIONS TO THE PROJECT BID SPECIFICATIONS:

   a) Adds two additional approved bridge suppliers to those found on Page JSP -14 of the project bid specifications:

      Art Thureson, Inc/Anderson Bridges
      4000 West Walton
      Waterford, MI 48329
      248-623-8599

      Wheeler
      9531 W 78th St, Ste 100
      Minneapolis, MN 55344
      952-929-7854

   b) Adds the following paragraph to the end of Section 1.2 on JSP-15 of the project specification:

      The above list of suppliers indicates that the supplier has met the qualifications set forth in this specification and are believed to be qualified. These suppliers have not necessarily proven that they meet the full requirements to construct the bridges within this project. Further qualification and project submittals may need to be approved by the County Engineer before they will be deemed qualified to provide the pedestrian bridges.

   c) Remove and replace the second paragraph of Section 2.1 Span on Page JSP-15 of the project specifications with:

      The southernmost bridge span shall be 230'0" (straight line dimension) and shall be as measured from each end of the bridge structure.

   d) Adds the following sentence in between the first and second paragraph of Section 2.3 Bridge System Type on Page JSP-15 of the project specifications:

      Bridge shall be designed in such a way to support a combined loading of 85 psf for a pedestrian and an H-5 vehicle at a minimum.
2. **ANSWERS TO CONTRACTOR QUESTIONS FOR CLARIFICATION:**

Q. We will be bidding these bridges to contractors and it appears that the contractor will be responsible for design of the bridge abutments/headwalls. Correct?
A. Correct. Per the Job Special Provisions, abutment design is the responsibility of the contractor.

Q. Is there a geotechnical report?
A. No geotechnical exploration has been performed. It will be the responsibility of the awarded bidder to obtain a sealed geotechnical report that can be used for the necessary substructure design.

Q. The 230’ pedestrian bridge is to be a single span correct? No intermediate support?
A. The 230’ pedestrian bridge shall be a single span with no intermediate support.

Q. Can you please verify the length of the longer bridge? One area states it should be 230’ and another says 250’.
A. The correct length for the longer pedestrian bridge is 230’, as clarified above.

Q. Is the 6” shared use path to follow concrete sidewalk specs with no reinforcement or is it to follow concrete pavement specs to include reinforcement, specifically dowel baskets, etc.?
A. The shared use path should follow concrete sidewalk specs with no reinforcement.

The CONTRACTOR shall sign this addendum acknowledgment and return it with the bid proposal.

Addendum No. 1 Dated **August 5, 2020**

We, the undersigned, acknowledge the receipt of the above addendum(s) as dated.

By: ____________________________

Title: ____________________________

Date: ____________________________
ADDENDUM NO. 2
August 7, 2020
ST. CHARLES COUNTY
PITMAN HILL ROAD SHARED USE PATH
TAP-7303(617)
IFB 20-084

This Addendum No. 2 modifies original issued bid documents as follows:

1. MODIFICATIONS TO THE PROJECT BID SPECIFICATIONS:

a) Removes and replaces the first and second paragraphs in the Notice to Bidders on ADV-1 with:

Sealed Bids will be received by the St. Charles County Purchasing Manager, 201 North Second Street, Suite 541, St. Charles, Missouri 63301, Until 10:00 AM, (prevailing Central Time) on August 21, 2020 and will thereafter be publicly opened and read aloud in Conference Room 534.

Due to the Coronavirus all St Charles County bids will be received and opened on the first floor of the Administration Building. The bid will be opened publicly on 8/21/2020 at 10:00 AM in Room 116. It is highly recommended that you mail or have your bid delivered via UPS, Fedex, courier, etc., with plenty of time to arrive prior to the day of the bid opening. If you are delivering your bid the day of the opening and intend to stay, you will be screened for temperature in the lobby on the first floor prior to admittance of the bid opening. If your bid is dropped off prior to the opening there will be someone in the lobby to receive it.

b) Removes and replaces the fourth paragraph in the Notice to Bidders on ADV-2 with:

The COUNTY intends to issue the Notice to Proceed on or about October 1, 2020.

c) Removes and replaces the first paragraph in the Notice to Contractors on P-1 with:

Sealed bids for the proposed work will be received until 10:00 A.M. CST on August 21, 2020 at the office of the St Charles County Finance Department, and at that time will be publicly opened. Bids should be delivered to: St Charles County Finance Department, ATTN: Purchasing Manager, Suite 541, 201 North Second Street, St Charles, Missouri 63301.

d) Removes and replaces the Section 3 paragraph in the Notice to Contractors on P-1 with:

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

Calendar Days: One Hundred Fifty (150) calendar days for entire project
e) Removes and replaces the second paragraph in Section 1.1 on JSP-2 with:

Regardless of when the work is begun on this contract, all work shall be completed within 150 Calendar Days from the date of the written Notice to Proceed.

f) Removes and replaces the second paragraph in Article 3. Time of Completion on C-1 with:

150 Calendar Days

g) Adds one additional approved bridge supplier to those found on Page JSP -14 of the project bid specifications:

Pioneer Bridges
119 40th Street NE
Fort Payne, AL 35967
866-708-5778

The CONTRACTOR shall sign this addendum acknowledgment and return it with the bid proposal.

Addendum No. 1 Dated August 5, 2020
Addendum No. 2 Dated August 7, 2020

We, the undersigned, acknowledge the receipt of the above addendum(s) as dated.

By: ______________________
Title: ______________________
Date: ______________________