

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

A RESOLUTION awarding a contract for construction services for Buckner Tarsney Road Bridge Replacement over Fire Prairie Creek project to Phillips Hardy, Inc. of Columbia, MO, under the terms and conditions of Invitation to Bid No. 24-037 at a cost to the County not to exceed \$1,347,099.00.

RESOLUTION NO. 21697, August 19, 2024

INTRODUCED BY Jalen Anderson, County Legislator

WHEREAS, the Buckner Tarsney Road Bridge over Fire Prairie Creek has deteriorated and must be replaced; and,

WHEREAS, the work on the Buckner Tarsney Road Bridge includes demolition of the existing bridge and portions of the roadway as well as construction of a new bridge, new roadway, and a guardrail system; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 24-037 for the construction of this project; and,

WHEREAS, a total two responses received and evaluated from the following:

<u>BIDDER</u>	<u>BID</u>
Phillips Hardy, Inc. Columbia, MO	\$1,347,099
Radmacher Brothers Excavating Co., Inc, Pleasant Hill, MO	\$1,586,595

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Directors of Finance and Purchasing and Public Works recommend award for the construction of road improvements to Phillips Hardy, Inc. of Columbia, MO, for the reason that it has submitted the lowest and best bid; and,

WHEREAS, in the event that line-item adjustments to the contract become necessary, it is appropriate that the Director of Public Works be authorized to approve said line-item adjustments, to the extent there is no additional cost to the County; now therefore,

BE IT RESOLVED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Director of Public Works, and that the County Executive be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment of the award, in forms to be approved by the County Counselor; and,

BE IT FURTHER RESOLVED that the Director of Finance and Purchasing is authorized to make all payments, including final payment on the contract.

Effective Date: This Resolution shall be effective immediately upon its passage by a majority of the Legislature.

APPROVED AS TO FORM:

Bryan Covinsky
Bryan Covinsky (Aug 15, 2024 11:21 CDT)

County Counselor

Certificate of Passage

I hereby certify that the attached resolution, Resolution No. 21697 of August 19, 2024, was duly passed on August 26, 2024 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 8

Nays 0

Abstaining 0

Absent 1

8/26/2024
Date

Mary Jo Spino
Mary Jo Spino, Clerk of Legislature

There is a balance otherwise unencumbered to the credit of the appropriation to which the expenditure is chargeable and there is a cash balance otherwise unencumbered in the treasury to the credit of the fund from which payment is to be made each sufficient to provide for the obligation herein authorized.

ACCOUNT NUMBER: 013 1507 58040
ACCOUNT TITLE: County Improvement Fund
Public Works – Special Projects
Roads & Highways
NOT TO EXCEED: \$1,200,000.00

ACCOUNT NUMBER: 004 1506 58040
ACCOUNT TITLE: Special Road & Bridge Fund
Public Works – Road & Bridge Maintenance
Roads & Highways
NOT TO EXCEED: \$147,099.00

08/15/2024

Date


Sylvya Stevenson (Aug 15, 2024 11:25 CDT)

Chief Administrative Officer

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 1,347,099.00, which is hereby authorized.

Director of Finance

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount

FMS CONTRACT NUMBER ASSIGNED TO THIS

CONTRACT: _____

NOTICE TO CONTRACTORS

Under the laws of the State of Missouri, any changes made in this contract must be made in writing, approved of record by the County Legislature, Certified by the Manager, Division of Finance, and all made a matter of record before the County is liable therefore.

Manager, Division of Finance
Jackson County, Missouri



CONTRACT

Date: October 2, 2024

File No: 24-CRO-0339

CONTRACTING PARTY/VENDOR: PHILLIPS HARDY, INC.

TYPE OF CONTRACT: Resolution

RESOLUTION/ORDINANCE NO: R. 21697

SUBJECT MATTER: 2024 Buckner Tarsney Road Bridge Replacement over Fire Prairie Creek

CONTRACT AMOUNT: \$1,347,099.00

NUMBER OF ORIGINALS: 26

ORIGINATING DEPARTMENT: Public Works

CONTACT PERSON: Jenkins, Christopher (Chris)

Department	Date Sent To Department	Dated Returned To Counselor
Originating Dept.		
Counselor	10-3-24	10-3-24
Finance	10-3-24	10-7-24
Clerk	10-8-24	10.8.24
Executive	10-3-24	10.3.24
Other Signature Needed (Optional)	N/A	N/A

NOTES:

**Return (3) To:
County Counselor's Office, X13355**

R. 21697

**Bid Documents, Contract Documents, and Technical
Specifications**

for

**CONSTRUCTION SERVICES FOR THE
BUCKNER TARSNEY ROAD BRIDGE
REPLACEMENT OVER FIRE PRAIRIE
CREEK**

Jackson County Public Works Project No. 3228

Invitation to Bid No. 24-037

**Jackson County, Missouri
Department of Public Works
Engineering Division
303 West Walnut Street
Independence, Missouri 64050
(816) 881-4530**

FILED

OCT 08 2024

MARY JO SPINO
COUNTY CLERK



This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211041-674010

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephanie Deason, Timothy P. Eastin, Bethany Eaton, Noe Garcia, Eric Kaup, Cheryl Schaller, Megan Shiveley, Teresa M. Stephenson, Tracie Zacha

all of the city of Columbia state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2023.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company
By: [Signature]
David M. Carey, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 30th day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: [Signature]
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV - OFFICERS: Section 12. Power of Attorney.

Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation - The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization - By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this ___ day of _____, _____.



By: [Signature]
Renee C. Llewellyn, Assistant Secretary



September 19, 2024

RE: Phillips Hardy, Inc – Bond #674215955
Jackson Co - Buckner Tarsney Road Bridge Replacement

To Whom It May Concern,

Enclosed please find (6) originals of the Performance Bonds, Payment Bonds, and Powers of Attorney issued for the captioned. The bonds and accompanying Powers of Attorney are "undated" because the Contract has not yet been dated.

This letter serves as your authority to insert the appropriate dates once the Contract has been executed. Please note, the date of the bonds and Powers of Attorney must be on or after the date of the Contract in order for the bonds to become effective. The bond is not valid if it is dated prior to the contract date.

Sincerely,

A handwritten signature in blue ink that reads 'Megan Shiveley'. The signature is written in a cursive, flowing style.

Megan Shiveley
Attorney In Fact



Interchange Corporate Center
450 Plymouth Road, Suite 400
Plymouth Meeting, PA. 19482-1644
Ph. (610) 832-8240

BID BOND

Bond Number: Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we Phillips Hardy, Inc. 2601 Bernadette Pl
Columbia, Missouri 65203, as principal (the "Principal"),
and LIBERTY MUTUAL INSURANCE COMPANY, a Massachusetts stock insurance company, as surety (the
"Surety"), are held and firmly bound unto Jackson County, Missouri Purchasing Department
Jackson County Courthouse, 415 E 12th St., Room G-1, Kansas City MO 64109, as obligee (the "Obligee"), in
the penal sum of Five Percent of Price Bid

Dollars (\$ 5%),
for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our
heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: Construction Services for the Buckner Tarsney Road
Bridge Replacement over Fire Prairie Creek

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal within the period specified therein, or, if no
period be specified, within sixty (60) days after opening, and the Principal shall enter into a contract with the Obligee
in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or
contract documents, or in the event of the failure of the Principal to enter into such contract and give such bond or
bonds, if the Principal shall pay to the Obligee the difference in money not to exceed the penal sum hereof between
the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with
another party to perform the work covered by said bid, then this obligation shall be null and void; otherwise to remain
in full force and effect. In no event shall the liability hereunder exceed the penal sum thereof.

PROVIDED AND SUBJECT TO THE CONDITION PRECEDENT, that any claim by Obligee under this bond must
be submitted in writing by registered mail, to the attention of the Surety Law Department at the address above,
within 120 days of the date of this bond. Any suit under this bond must be instituted before the expiration of one
(1) year from the date of this bond. If the provisions of this paragraph are void or prohibited by law, the minimum
period of limitation available to sureties as a defense in the jurisdiction of the suit shall apply.

DATED as of this 24th day of June, 2024

WITNESS / ATTEST

[Signature]

Phillips Hardy, Inc.

(Principal)

By: [Signature]

Name: Lee Hardy
Title: President

(Seal)

LIBERTY MUTUAL INSURANCE COMPANY

(Surety)

By: [Signature]

Attorney-In-Fact

(Seal)

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.



Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: 8211041-674010

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Stephanie Deason, Timothy P. Eastin, Bethany Eaton, Noe Garcia, Eric Kaup, Cheryl Schaller, Megan Shiveley, Teresa M. Stephenson, Tracie Zacha

all of the city of Columbia state of MO each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of November, 2023.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: David M. Carey
David M. Carey, Assistant Secretary



State of PENNSYLVANIA
County of MONTGOMERY

On this 30th day of November, 2023 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: Teresa Pastella
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

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ARTICLE XIII - Execution of Contracts: Section 5. Surety Bonds and Undertakings.

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I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 24th day of June, 2024



By: Renee C. Llewellyn
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

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1.0 INTRODUCTION

- 1.1 Jackson County, Missouri is seeking bids from qualified Bidders for the **Construction Services for the Buckner Tarsney Road Bridge Replacement Over Fire Prairie Creek** for the Jackson County, Missouri Public Works Department.
- 1.2 This is Jackson County, Missouri Invitation to Bid No. 24-037. Response Deadline is June 25, 2024 at 2:00 PM, CDT.
- 1.3 Submission of Bids: Bids must be submitted on-line through the Bonfire Portal at <https://jacksongov.bonfirehub.com>. Bids submitted by any other method will not be accepted.
- 1.4 Term of Contract: This will be a one-time project.
- 1.5 Point of Contact: The Point of Contact for this Invitation to Bid is Barbara Casamento, Purchasing Administrator for Jackson County, Missouri.
- 1.6 Project Location: Approximately 2,275 feet North from the intersection of U.S. 24 Highway and N Buckner Tarsney Road to the existing bridge structure in Unincorporated Jackson County, MO. near south of address 2806 N Buckner Tarsney Road, Unincorporated Jackson County, Missouri 64016.
- 1.7 Project Completion: All construction for this Project must be installed within Three Hundred (300) Calendar Days. Road Closer shall be 182 Calendar Days, see Public Works Special Conditions SC-49 Liquidated Damages for further requirements.
- 1.8 Construction Management: This project will be inspected and managed by the Jackson County, Missouri Department of Public Works – Engineering Division.
- 1.9 Construction Phase Contracts: Contacts for the Public Works Department – Engineering Division will be furnished upon award of project.
- 1.10 This will be Jackson County Public Works Project No. 3228.

2.0 QUESTION PROCEDURE

- 2.1 All questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity Q & A within the Invitation to Bid.
- 2.2 All questions must be received on the Bonfire Portal by 5:00 PM, CDT on June 18, 2024. All questions will be answered on the Opportunity Q & A within the Invitation to Bid.
- 2.3 Bonfire will notify bidders of the Question Answers if they have obtained the Invitation to Bid through Bonfire.
- 2.4 There will not be any formal notification of Addenda, it is the Contractor's responsibility to check the Bonfire Portal for Addenda.
- 2.5 Bidders and their agents (including subcontractors, associates, consultants, or their agents) **may not contact any other County associates, staff or elected officials** regarding the matters covered by this Invitation to Bid during the solicitation and evaluation of bids.
- 2.6 Inappropriate contacts are grounds for **REJECTION** of your bid.

3.0 BID REQUIREMENTS

- 3.1 Responsible Bidders Ordinance Compliance: **Compliance with Jackson County, Missouri Ordinance No. 5825 for Responsible Bidder will be required for this bid.**

Responsible Bidders Affidavit, included with the Purchasing Forms, Attachment D, must be read, completed, notarized, and included with your bid response. Failure to attach the notarized form with your bid response will result in the REJECTION OF YOUR BID.

- 3.2 If Bidder is not located in the Greater Kansas City Metropolitan Area, Bidder MUST provide detailed information with their bid on how the Specifications of this Invitation to Bid will be performed. Jackson County, Missouri reserves the right to determine if Bidder's plan is acceptable.
- 3.3 State Sales Tax Exemption: Jackson County, Missouri is an exempt entity under Section 144.062, Revised Statutes of Missouri and will issue to the Successful Bidder and their subcontractors an exempt certificate. Bidders are instructed not to include sales tax in their prices.
- 3.4 Bid Bond Required:
 - 3.4.1 Bid Bond in the amount of five percent (5%) of the total bid amount must be turned in to the Purchasing Department, Jackson County, Missouri Courthouse, 415 East 12th Street, Ground Floor, Room G-1, Kansas City, Missouri 64106 before the Response Deadline for this Invitation to Bid; or a copy may be submitted with bid. Hard copy of Bid Bond must be turned into the Purchasing Department before Award Recommendation is made.
 - 3.4.2 Bid Surety can be in the form of a Cashier's Check drawn on an acceptable bank, or a Bid Bond by a Surety Company acceptable to the Jackson County, Missouri Purchasing Department, authorized to do business in the State of Missouri and listed on the Federal Register.
 - 3.4.3 Failure to provide a Bid Bond before the Response Deadline of this Invitation to Bid will lead to the **REJECTION OF YOUR BID**.
- 3.5 Time of Completion: **The time of completion is of the essence on this project** and it will be necessary for the Bidder to provide to the County proof their ability to complete the project by the deadline set in Item No. 1.6 in Section 1.0 Introduction. Information detailing how Bidder will meet this deadline must be submitted with your bid. Attention is directed to Public Works General Conditions, Section 48 "EXTENSION OF TIME" and Section 49 "LIQUIDATED DAMAGES" and Special Conditions, Section 48 "EXTENSION OF TIME" and Section 49 "LIQUIDATED DAMAGES", relative to delays, extensions of time and liquidated damages.
- 3.6 An Evaluation Committee made up of Jackson County personnel will evaluate the bids and make recommendations. Jackson County shall be the sole judge of the bids submitted for this Invitation to Bid and its decision shall be final.
- 3.7 In no event will the following be considered confidential or exempt from the Missouri Sunshine Law:
 - 3.7.1 Bidder's entire submission
 - 3.7.2 Bidder's pricing
 - 3.7.3 Bidder's proposed method of performance, including schedule or timeline and/or deliverables
 - 3.7.4 Bidder's experience information, including customer lists or references
 - 3.7.5 Bidder's product specifications unless specifications disclose scientific and technological innovations in which the owner has a proprietary interest. Bidder shall submit a detailed explanation to support any claim of proprietary, scientific, or technological innovation in a product specification.

4.0 AWARD REQUIREMENTS

- 4.1 Certificate of Insurance: The Successful Bidder will be required to submit to the Purchasing Department a Certificate of Insurance meeting or exceeding the provisions of Item Fifteen of the Purchasing General Conditions and Exhibit A included as attachments within Ten Business Days after receiving Notification of Award. The Certificate of Insurance must be received by the Purchasing Department prior to the commencement of any work on this project.
- 4.2 Performance and Labor and Materials Bond Required: The Successful Bidder will be required to submit to the Purchasing Department a Performance Bond and Labor and Materials Payment Bond in the amount of 100% of the contract award within ten business days after Notification of Award. The bond must be in a form acceptable to the Director of Finance and Purchasing and executed by a Surety Company registered to do business in the State of Missouri and listed on the Federal Register. Bonds must be received by the Purchasing Department prior to the commencement of any work on this project.
- 4.3 Maintenance Bond Required: The Successful Respondent shall be required to submit a Maintenance Bond on the work being performed for a **Two-Year Maintenance Period**. The bond must be in a form acceptable to the Director of Finance and Purchasing, executed by a Surety Company authorized to do business in the State of Missouri and listed on the Federal Register. Contractor shall submit a Maintenance Bond to Jackson County Public Works (JCPW) upon the Final Acceptance by the County.
- 4.4 Project Exemption Certificate: Jackson County, Missouri is an exempt entity under Section 144.062, Revised Statutes of Missouri. Upon the request of the Successful Bidder, Jackson County will issue a project specific Missouri Sales Tax Exemption Certificate to the Successful Bidder and their named subcontractors to be utilized during the performance of this project. This certificate must be requested **prior to the purchase of any materials, supplies and/or equipment**. Under no circumstances will this certificate be back dated to cover materials, supplies or equipment already purchased.
- 4.5 Compliance with Chapter 6 of the Jackson County Code: The Jackson County Code for Minority, Women and Veterans Business Utilization will be required on this Invitation to Bid. The Contractor's Utilization Plan, included with the Purchasing Forms as an attachment to this Invitation to Bid, must be completed and approved by the Compliance Review Office prior to Award. **If goals are set by the Compliance Review Office, they are required not suggested. Failure to comply with goals set will result in the REJECTION of your bid.**
- 4.6 Licenses and Permits: The Successful Bidder must provide a copy of a current Missouri State Business License to the Purchasing Department within ten business days of Notification of Award. The Successful Bidder must provide upon written request, evidence of current required Federal, State, Local or Occupational Licenses.
- 4.7 W-9 Form: The Successful Bidder must provide a completed W-9 Form.

5.0 SPECIFICATIONS

- 5.1 The detailed specifications for this project are contained in the Project Manuals from Olsson which are Attachment A to this Invitation to Bid.
- 5.2 If the work is delayed by reason of fire, casualty, inclement weather, changes ordered in the work, labor disputes, epidemic, pandemic, government order or embargos, material or equipment delays, shortages or unavailability, supply chain disruptions or delays or any

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- other cause beyond the Successful Bidders and the Owner's agreed upon reasonable control, Owner shall grant an extension of time for completion of work commensurate with the period of such delay.
- 5.3 Substitutions: Prior to the Question Deadline state in Section 2.0, Item 2.2 above should a bidder wish to request substitutions in the brands or products included in the Project Manual, Technical Specifications or Drawings; a written request using the Substitution Request form in the Public Works Forms Attachment submitted through the Bonfire Portal. After a review by the Project Manager or Architect, items approved will be on an Addendum to this Invitation to Bid and attached through the Bonfire Portal. If a Substitution Request(s) requires sample(s), then Public Works will review the item(s) as Request for Information at the Construction Phase for the successful bidder.
 - 5.4 Warranty: All product warranty and maintenance and maintenance information is to be included in a folder and turned over to the County on or before the date of the installation.
 - 5.5 The Bidder (General Contractor, only) shall fill out ALL the Unit Prices and Total Prices within the Bid Forms.
 - 5.6 The Bidder shall honor ALL their Bid prices.
 - 5.7 The Successful Bidder shall provide AS-Built plans and Operation and Maintenance manuals to the County prior to the completion of the project.
 - 5.8 The County shall retain five percent (5%) of each partial payment until completion and acceptance of the work by the Bidder and final payment is due in accordance with Public Works General Conditions (GC-60) and Special Conditions (SC-60) "Monthly Estimates and Payment" specifications.
 - 5.9 The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds.
 - 5.10 Force Account of \$35,000 for Non-Contractual Contingency: The Successful Bidder shall perform other unforeseen work as Contingency (Force Account), for which there is no condition included in the contract, whenever it is necessary in-contract allowance allocations, if applicable. Payment for these items shall be made in accordance with bid unit prices where the requested work is covered by an item listed in the bid. If the work is not represented by a unit price listed in the bid, payment will be in accordance with the Jackson County, Missouri Public Works General Conditions, specifically GC-35 Extra Work.

6.0 ATTACHMENTS: The following items are attached to this Invitation to Bid on Bonfire:

- | | | |
|------|---|--------------|
| 6.1 | Engineers Plan Sheets for Buckner Tarsney Rd Bridge Replacement from Olsson | Attachment A |
| 6.2 | Pricing/Quotation Sheet (to be submitted with bid) | Attachment B |
| 6.5 | Purchasing Information | Attachment C |
| 6.6 | Purchasing Forms (to be submitted with bid) | Attachment D |
| 6.7 | Public Works General & Special Conditions and Technical Specs | Attachment E |
| 6.8 | Public Works Forms (to be submitted with bid) | Attachment F |
| 6.9 | Registered Truck Driver Ordinance | Attachment G |
| 6.10 | Geotechnical Report by Olsson | Attachment H |
| 6.11 | U.S. Army Corps of Engineers – KC District 404 and Nationwide Permit | Attachment I |

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7.0 REQUIRED SUBMITTALS WITH YOUR BID

- 7.1 Pricing/Quote Sheet
- 7.2 Purchasing Forms
- 7.3 Public Works Forms
- 7.4 Description of Bidder's Background
- 7.5 Bidders References
- 7.6 Brief background on Bidder's personnel that will be working on this project
- 7.7 Proof of Financial Responsibility – if Bidder needs to submit **Confidential and/or Proprietary** information, it should be clearly labeled "Confidential and Proprietary". The County will take all reasonable efforts to ensure the confidentiality of the documents and will return these documents as quickly as possible if the Bidder is unsuccessful. If the Bidder is successful the County will keep the documents until the contract is complete and then return them to the Successful Bidder.
- 7.8 If not located in the Greater Kansas City Metropolitan Area, submit a plan on how Bidder proposes to complete the work. Jackson County, Missouri reserves the right to determine if plan is acceptable.

8.0 PURCHASING INFORMATION, INCLUDED AS SEPARATE ATTACHMENT:

- General Terms and Conditions
- Certificate of Compliance Notice
- Insurance Requirements
- State of Missouri Wage Determination

9.0 PURCHASING FORMS, INCLUDED AS A SEPARATE ATTACHMENT, TO BE DOWNLOADED, FILLED OUT AND SUBMITTED WITH YOUR BID:

- Affidavit
- Acknowledgement of Addenda
- Exceptions
- MBE/WBE/VBE Participation Affidavit
- Responsible Bidder Affidavit
- Excel Spreadsheet Bid Form

10.0 PUBLIC WORKS INFORMATION

- 10.1 **Below are the attachments for this Invitation to Bid:**
 - 10.1.1 Engineers Plan Sheets for Buckner Tarsney Road Bridge Replacement from Olsson
 - 10.1.2 Registered Truck Driver Ordinance
 - 10.1.3 Geotechnical Report by Olsson
 - 10.1.4 U.S. Army Corps of Engineers – KC District 404 and Nationwide Permit

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- 10.2 **Proposed Work:** The Bidder shall furnish all materials, equipment, tools and labor required for other services necessary to construct the Reinforced Concrete Span Bridge Replacement on N Buckner Tarsney Road as described herein. Said work shall include but not be limited to: the General Contractor shall furnish all materials, equipment, tools and labor required to perform the following on N Buckner Tarsney Road Concrete Span Bridge: 1. The demolition of the existing bridge & roadway as shown on the plans. 2. Preservation of the levees while completing the work. 3. Construction of a new bridge. 4. Reconstruct the driveway entrance to the baseball field. 5. Install guardrail systems. 6. Traffic Control. 7. Approximately 285 feet of roadway work. 6. All other incidental work in the most substantial and workmanlike professional manner for the new bridge, and do everything required by the Contract Documents as defined herein.
- 10.3 **Bid Quantities:** The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds.
- 10.4 **Period of Performance: Time of the essence to the County on this project. The Completion Time will be Three Hundred (300) Calendar Days. Road Closer shall be 182 Calendar Days excluding County holidays from the time the Notice to Proceed is issued to the Substantial Completion date. Once the Substantial Completion work items are completed, the Final Punch List(s) of the construction improvements work items from the Bidder will be required by JCPW, and Acceptance Completion of the Final Punch List(s) per County's approval. The Bidder will provide the above dates per construction schedule to the County for review and approval prior to Notice to Proceed.** If the Successful Respondent does not meet this deadline, then Liquidated Damages will be assessed in accordance with Special Conditions for JCPW Construction, Pages 49 through 79; SC49 LIQUIDATED DAMAGES.
- 10.5 **Local Conditions Affecting Work:** Each Bidder shall visit the site of the work and shall completely inform themselves relative to construction hazards and procedure, labor and all other conditions and factors, local and otherwise, which would affect prosecution and completion of the work and its cost. Such considerations shall include the arrangement and condition of existing structures and storage facilities, the procedure necessary for maintenance of uninterrupted operation of existing facilities for transportation, handling, and storage of materials and equipment. All such factors shall be properly investigated and considered in the preparation of bid. There will be no subsequent financial adjustment for lack of such information.
- 10.6 **Equipment Questionnaire:** The Bidder will need to provide this document to the County to demonstrate that they have the necessary equipment to complete the proposed work tasks.
- 10.7 **List of Contracts on Hand:** The Bidder will need to provide this document to the County to show the current work load. The purpose is to show that they are not over committed to other projects and will be able to devote the necessary time to complete the proposed work tasks.

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- 10.8 **Liquidated Damages:** The Successful 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 Special Conditions SC-49 herein.
- 10.9 **Safety Training:** Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project.
- 10.10 **OSHA Ten Hour and 30 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.

In accordance with JCMO Ordinance No. 5825 adopted January 18, 2024, **all Supervisors will be 30-Hour OSHA certified.**

Copies of their certifications shall be provided to the County's Compliance Review Office and the Engineering Division of the County's Public Works Department.

- 10.11 **Performance and Payment Bond:** The County has provided a bond form for the successful Bidder to use. This document will need to be executed along with the other contract documents. The amount to be bonded shall be the full amount indicated in the Contract Agreement.
- 10.12 **Maintenance Bond:** The County has provided a bond form for the Contractor to provide when the project is complete. The bond amount will be the final payment cost. This number shall reflect any and all change orders that affect the contract amount.
- 10.13 **Bid Evaluation:** The County will determine the best total point bid. Price will not be the only consideration in the selection process. The County shall let the contract to the best total points Bidder, however, the County may reject any or all bids, including without limitation all non-conforming, non-responsive, unbalanced, or conditional bids, and may reject the bid of any bidder if the County believes that it would be in the best interest of the County to contract with that bidder. The County reserves the right to waive any irregularities and/or formalities as deemed appropriate. The bid evaluation will be weighted as follows:

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Subcontractors Submitted with Bid	20 points maximum
List of Contracts On Hand	10 points maximum
Equipment Availability	10 points maximum
Price Submittal	<u>60 points maximum</u>
TOTAL BID	100 points maximum

- a. Subcontractors Submitted with Bid: The reviewer will score the subcontractors submitted with the bid. Did the Contractor comply with the minority requirements established for this project? Has the County worked with the submitted subcontractors on previous projects and did they provide a quality service?
- b. List of Contracts On Hand: Does the Contractor have the availability to complete the Project based on the current work under contract and schedule to complete those jobs?
- c. Equipment Availability: Does the Contractor have enough equipment to properly complete the Work?
- d. Price Submittal: The scored points will be prorated based on the apparent low bid. For example, the low bidder submits a bid of \$100,000 and the second lowest bidder submits a bid of \$120,000. The low bidder will receive the full 60 points. The second lowest bidder will receive 50 points based on low bid divided by the 2nd low bid times the total points available ($(\$100,000 \div \$120,000) \times 60 \text{ points} = 50 \text{ points}$).

10.14 **Project Award:** This project will be awarded to the lowest, responsive, responsible Bidder.

11.0 PUBLIC WORKS FORMS, INCLUDED AS A SEPARATE ATTACHMENT, TO BE DOWNLOADED, FILLED OUT AND SUBMITTED WITH YOUR BID:

- Substitution Request
- Equipment Questionnaire
- List of Contracts on Hand
- Annual Worker Eligibility Verification Affidavit
- List of Intended Subcontractors
- OSHA Certifications Affidavit
- Sample Contract Agreement



OFFICE OF THE COUNTY AUDITOR

COMPLIANCE REVIEW OFFICE

415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

(816) 881-3302
FAX (816) 881-3340
COMPLIANCE@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

CERTIFICATE OF COMPLIANCE NOTICE

All vendors doing business with Jackson County are required to obtain a Certificate of Compliance issued by the Jackson County Compliance Review Office.

A Certificate of Compliance is required to be submitted with any bid response. Failure to comply with this requirement may result in the REJECTION of a bid.

**Vendors may complete a
Certificate of Compliance Application by visiting
www.jacomocompliance.com**

A Certificate of Compliance will certify that vendors meet the following requirements:

1. Are duly listed and assessed on the tax rolls of Jackson County and are not delinquent in the payment of any taxes due to the County, or do not have on December 31st of the previous year any property subject to taxation by Jackson County.
2. Attest and agree to Chapter 6 of the Jackson County Code which prohibits discriminatory practices and promotes Equal Employment Opportunity by contractors doing business with Jackson County.

Certificate of Compliance Application must be submitted five (5) business days prior to a bid response deadline to allow sufficient time to process. A Certificate of Compliance is not guaranteed if this timeline is not met.

QUESTIONS? Email compliance@jacksongov.org

GENERAL CONDITIONS

The General Conditions which follow apply to and are a part of this Invitation to Bid unless otherwise specified herein. Subject to State and County laws and all rules, regulations and limitations imposed by legislation of the Federal Government, responses on all advertisements and invitations issued by the Jackson County Purchasing Department will bind Respondents to applicable conditions and requirements herein set forth unless otherwise specified in the Invitation to Bid. Respondents or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting a response to a bid; failure to do so will be at the Respondent's own risk and he cannot secure relief on the plea of error.

1. **Withdrawal of Response to Bid:** A written request for the withdrawal of a bid or any part thereof may be granted if the request is received in the Office of the Director of Finance and Purchasing prior to the response deadline.
2. **Completeness:** All bids must be submitted on-line through the Bonfire Portal at <http://jacksongov.bonfirehub.com> . Bids submitted by any other method/manner will not be accepted.
3. **Bids Binding For 90 Days:** Unless otherwise specified all bids submitted shall be binding for ninety (90) calendar days following the response deadline, unless the Respondent(s), upon request of the Director of Finance and Purchasing, agrees to an extension.
4. **Exceptions:** Conditional or qualified bids are subject to rejection in whole or in part. All exceptions to the specifications of this Invitation to Bid must be made in writing and attached as Exhibit F to the bid when it is submitted by the Respondent. The County will consider minor exceptions to its specifications. A minor exception is one which is a matter of form, not substance. The minor exception is considered immaterial and inconsequential when its significance to price, quantity, quality, or delivery is trivial or negligible when contrasted with total scope of the Invitation to Bid (ex: comparable manufacturer or alternate bids where allowed by the Invitation to Bid). The County will not consider exceptions to its General Conditions, Forms, or Insurance Requirements. The County reserves the right in its sole discretion to accept or reject any exceptions included in Exhibit F. Exceptions made in any other manner or form whether by omission or by inclusion in any other manner other than as specifically entered and described in full on Exhibit F shall not be made a part of the resulting contract. Exceptions which are made by the Respondent and entered on Exhibit F and determined to be acceptable to the County shall be made a part of the resulting contract by inclusion as a provision of a mutually executed Amendment to the contract. Exceptions which are not made a part of said Amendment shall not be included in the contract nor be binding upon the County and the specifications of the Invitation to Bid shall prevail.
5. **Questions Regarding Specifications:** All Questions regarding this Invitation to Bid shall be communicated electronically through the Bonfire Portal via the Opportunity Q & A on the Invitation to Bid. All Questions must be received on the Bonfire Portal by 5:00 PM on June 18, 2024. All Questions will be answered in the form of Addenda to the Invitation to Bid on the Bonfire Portal.
6. **Multiple Bids:** No Respondent will be allowed to offer more than one bid on each item requested even though he may feel that he has two or more types or styles that will meet specifications. IF SAID RESPONDENT SHOULD SUBMIT MORE THAN ONE BID ON ANY ITEM REQUESTED, ALL BIDS FOR THAT ITEM MAY BE REJECTED AT THE DISCRETION OF THE DIRECTOR OF FINANCE AND PURCHASING.
7. The County reserves the right to split the award of the bid, to reject any or all bids, to waive technical defects in bids, and to select the bid(s) deemed most advantageous to the County. The County shall consider bids submitted on an "all or nothing" basis only if the bid is clearly designated as such by the Respondent affixing the words "ALL OR NOTHING" on the quotation portion of the Invitation to Bid.
8. **Applicable Law:** The contract shall be construed according to the laws of the State of Missouri. The Contractor must be registered and maintain good standing with the Secretary of State, of the State of Missouri and other regulatory agencies as may be required by law or regulation.

9. Communications and Notices: Any notice to the Contractor shall be deemed sufficient when deposited in the United States Mail postage prepaid; faxed; e-mailed; delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the Contractor at the Contractor's address as listed on the signature page of the contract or at such address as the contractor may have requested in writing.

10. Bankruptcy or Insolvency: Upon filing for any bankruptcy or insolvency proceedings by or against the Contractor, whether voluntary or involuntary, or upon the appointment of a receiver, trustee, or assignee for the benefit of creditors, the Contractor must notify Jackson County's Director of Finance and Purchasing immediately in writing. Upon learning of the actions herein identified, Jackson County reserves the right at its sole discretion to either affirm the contract or cancel the contract and hold the Contractor responsible for damages.

11. Patents: Contractor agrees to defend, indemnify, protect, and save harmless, Jackson County, Missouri, against all claims for royalties for patents or suit for infringement thereon which may be involved in the manufacture or use of the materials or items to be furnished.

12. By virtue of statutory authority, the Director of Finance and Purchasing shall give preference to all commodities manufactured, mined, produced, or grown within the State of Missouri and to all firms, corporations or individuals doing business as Missouri firms, corporations or individuals, when quality is equal or better and delivered price is same or less.

13. Material Standards: All material or equipment furnished shall meet the minimum requirements of the Occupational Safety & Health Standard (OSHA) published in the Federal Register.

14. Tax Clearance Required: No person, firm or corporation, resident in Jackson County, or otherwise legally within the taxing jurisdiction of the County, shall be eligible to provide any goods, contractual services or anything covered by the County Purchasing Ordinance, unless said person, firm or corporation is duly listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County. Further, no person, firm, or corporation, regardless of state of residency, shall be eligible to provide any goods, contractual services, or anything covered by this chapter, of a cost in excess of \$150,000 per annum, if that person, firm or corporation is in any way delinquent on any taxes payable to any local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information".

Where any individual, firm or corporation is a resident of Jackson County, or it otherwise appears that such firm is legally within the taxing jurisdiction of the County, and has made an offer, bid, or quotation for any County purchase, or has submitted an application to be given an opportunity to make quotations for County purchases, the Director of Finance and Purchasing shall cause a search to be made of the County tax rolls, and, if applicable, an inquiry to be made of the appropriate personnel of any other local government entity with which Jackson County has entered into an "Intergovernmental Agreement for Tax Verification Information", to determine the eligibility of that person, firm or corporation under this section.

When the lowest/highest responsible bidder for a given purchase order or contract is ineligible under this section, the Director of Finance and Purchasing may, where time is not of the essence to the County, notify the bidder and allow three (3) days for the bidder to correct the deficiency or pay up any delinquency involved. If the bidder fails, after such notice, to comply within three (3) days, or if the Director of Finance and Purchasing deems time to be of the essence, he shall proceed as though the next lowest/highest responsible bidder who is eligible under this section had entered the lowest/highest bid.

15. Insurance and Indemnification: The Successful Contractor shall defend, indemnify, and hold harmless Jackson County and any of its agencies, officials, officers, or employees from and against all claims, damages, liability, losses, costs and expenses, including reasonable attorney's fees, arising out of or resulting from any acts or omissions in connection with the operations or work included or undertaken in the performance of this contract, caused in whole or in part by Contractor, its employees, agents, or subcontractors, or caused by others for whom Contractor is liable. Contractor's obligations under this section with respect to indemnification for acts or omissions shall be limited to the coverage and limits of insurance that Contractor is required to procure and maintain under this Contract. Insurance shall be procured and maintained by Contractor as described in Exhibit A of this Invitation to Bid. Contractor shall file Certificates of Insurance with Jackson County Purchasing Department in the form described in Exhibit A within the time limit also described in the Exhibit.

16. The County is not responsible for articles or services furnished without a Purchase Order.

17. Inspection and Acceptance: Inspection and acceptance will be at destination. Prior to the time of delivery and acceptance by the County, or after any rejection, risk or loss shall be the responsibility of the Contractor unless loss results from negligence of the County.

18. Equal Opportunity: The Contractor shall maintain policies of employment as follows:

a) The Contractor and the Contractor's Subcontractor(s) shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, or national origin. The Contractor shall take affirmative action to ensure

that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, disability, or national origin. Such action shall include, but not be limited to, the following: 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.

b) The Contractor and the Contractor's Subcontractor(s) shall, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race religion, color, sex or national origin.

19. Foreign Corporations: Firms submitting bids as corporations which are not incorporated in the State of Missouri must include with their bid a copy of a properly executed **Certificate of Registration for Foreign Corporation** authorizing the firm to do business in the State of Missouri.

20. Errors in Bids: Respondent shall be bound by its bid even though the bid is based on an erroneous calculation, and Respondent shall have no right to withdraw its bid after the Response Deadline on the basis of an error in calculation of its bid. Carelessness in quoting prices, or in preparation of bid, will not relieve the Respondent in case of errors. Erasures or changes in bids must be initialed.

21. Omission in Bids: Omission in the bid of any provision herein prescribed shall not be construed as to relieve the contractor of any responsibility or obligation requisite to the complete and satisfactory operation of any and all equipment and services. Any exception to the bid must be in writing and not by omission.

22. No lowest/highest Respondent shall receive a business expectancy merely because his bid is the lowest/highest one received; until the contract has been awarded, no business expectancy exists.

23. Conflict of Interest: Respondent warrants that no officer or employee of the County, whether elected or appointed, shall in any manner whatsoever be interested in or receive any benefit from the profits or emoluments of this contract.

No official or employee of Jackson County or its governing body and no other public official in Jackson County who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of the project covered by this contract shall voluntarily acquire any personal interest, directly or indirectly, in this contract.

The Contractor covenants that he/she presently has no interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. The Contractor further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this contract.

24. It shall be the responsibility of all Respondents to warrant that all goods, services and/or work to be procured and/or performed under this contract shall conform to and/or be performed in compliance with all applicable Federal, State and Local Statutes, Ordinance and Codes including but not limited to the American with Disabilities Act of 1990. Failure to comply in any manner with applicable Statues, Ordinances or Codes shall result in said Contractor replacing the goods, services and/or work performed in order to effect compliance or in liquidated damages in the amount required to effect compliance with said Statues, Ordinance and Codes together with any costs associated with collection of said damages.

25. Bidder certifies that all goods to be supplied to the County as a result of contracts awarded under this Invitation to Bid were produced in compliance with all applicable requirements of sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under section 14 thereof.

26. Fund Allocation: Continuance of any resulting agreement, contract, or issuance of purchase orders after December 31 of the current calendar year is contingent upon the allocation of County funds for the next proceeding calendar year.

27. Qualifications of Bidders: The County may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the work and the bidder shall furnish to the County all such information and data for this purpose, as may be requested. The County reserves the right to inspect bidder's physical plant prior to award to satisfy questions regarding the bidder's capabilities. The County further reserves the right to reject any bid if the evidence submitted by or investigations of such bidder fails to satisfy the County that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

28. Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of this contract to any individual, firm, or corporation without written consent of Jackson County. This consent of the County will not be given unless, and until the Contractor has submitted satisfactory evidence that the proposed subcontractor is qualified to execute the work and has an Affirmative Action Plan acceptable to the County, together with a complete copy of the subcontract if so, requested by the County. The subcontract shall bind the subcontractor to comply with all requirements of this contract including but

not limited to wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire contract may be made only upon written consent of the County.

No assigning, transferring, or subletting, even though consented to, shall relieve the Contractor of his liabilities under this contract.

The Contractor shall give his personal attention to any portion of this contract which has been sublet and he shall be responsible for its proper completion.

The Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action Compliance by his subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

Jackson County reserves the right to approve or reject the Bidder's proposed subcontractors in accordance with these and any other requirements of this Invitation to Bid.

29. Minority, Women and Veteran Business Enterprise Utilization: Contractor shall comply with all requirements of Chapter 6, Jackson County Code, a copy of which can be viewed on the County's website at <http://www.jacksongov.org/394/Compliance-Review-Office>, Government, County Code, Current Code, 06. Affirmative Action Programs and by reference, incorporated herein for the construction under a County bid or for the purchase of County goods and services. Contractor shall ensure that it and its subcontractors collectively meet both the MBE, WBE and VBE goals established by the County, or show good faith effort as to why those goals could not be met and comply with all reporting requirements. The Contractor, as a condition of this contract, is responsible for assuring submission of the Contractor Utilization Plan and other documentation regarding utilization of MBE, WBE and VBE Subcontractors, and good faith efforts when requested by the County. Contractor Utilization Plan must be accepted by the Compliance Review Office prior to contract being awarded.

30. As a condition for the award of any contract or grant in excess of five thousand dollars by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the state, or any political subdivision of the state shall only be required to provide the affidavits required in this subsection to the state and any political subdivision of the state with which it contracts, on an annual basis.

31. This contract shall be construed according to the laws of the State of Missouri, including Missouri Revised Statute Chapter 610.111.1, which requires that all records of Jackson County, Missouri will be open to the public, unless subject to statutory exception, as Jackson County, Missouri is a public governmental body. Pursuant to Missouri Revised Statute Chapter 610.021(12), sealed bids, and related documents, once the bid documents have been opened, along with any related documents, are considered public records subject to disclosure upon request. Missouri Revised Statute Chapter 610.021(12) also requires, upon request, disclosure of any negotiated contract and documents related to such contract once the contract has been executed or until all bids have been rejected.

32. If awarded a Contract as a result of this bid; you must have a hard copy of a purchase order issued by the Jackson County, Missouri Finance and Purchasing Department **BEFORE** providing any goods and/or services. Failure to adhere to this policy will result in the immediate termination of said contract.

33. Wage Rates: Except as provided in subparagraph A., below, this contract shall be based upon payment by the Contractor and its subcontractors of wage rates not less than the prevailing hourly wage rate for each craft or classification of workman engaged on the work as determined by the Industrial Commission of Missouri on behalf of the Department of Labor and Industrial Relations.

A. Wage Law: Except as provided in this subparagraph, the contractor shall comply with all requirements of the prevailing wage law of the State of Missouri, Revised Statutes of Missouri, Sections 290.210 to 290.340, including the latest amendments thereto. Pursuant to section 290.230.5, the provisions of the prevailing wage law do not apply to the construction of public works for which either the engineer's estimate or the bid accepted by the county for the total project cost is in the amount of \$75,000 or less. The "total project cost" is based upon the entire project and not individual jobs within a larger project. The "total project cost" includes the total value of work performed on the project by every person paid by a contractor or subcontractor for that person's work on the project and additionally includes all materials and supplies purchased for the project. The provisions of this paragraph 33 do not apply to any contract that is excluded from the applicability of the Missouri prevailing wage law pursuant to section 290.230.5, RSMo.

B. Penalty: The Contractor shall forfeit as a penalty to the County, One Hundred Dollars (\$100.00) for each workman employed, for each calendar day, or portion thereof, that such workman is paid less than the said stipulated rate for any work done under this contract by the Contractor or by any of its subcontractors.

C. The contractor and all subcontractors to the contract must require all on-site employees to complete the ten-hour construction safety training program required under Section 292.675 RSMo, unless they have previously completed the program and have documentation of having done so. The contractor will forfeit a penalty to the contracting public body of \$2500 plus an additional \$100 for each

employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training.

D. **Withholding Payment:** Under Section 290.250 of said law, the County has a duty to withhold and retain from payment, which is due to the Contractor under this contract all sums and amounts due and owing as a result of any violation of said laws. The County reserves the right to withhold payments throughout the duration of any resulting contract if a contractor is found to be delinquent in any aspect relating to compliance with Chapters 6 and 19 of the Jackson County Code. Payments may be held until all said delinquencies have been rectified to the satisfaction of the Compliance Review Office.

E. **Required Records:** The Contractor and each subcontractor shall keep an accurate record showing the names and occupations of all workmen employed, together with the actual wages paid to each workman. At all reasonable hours, such records shall be open to inspection by the representatives of the Industrial Commission of Missouri and the County. Said records shall be kept for a minimum of one (1) year after the project has been accepted and the Required Affidavit, outlined in subsection G, is received.

F. **No Adjustment for Changes in Rates:** During the life of this contract, the prevailing hourly rate of wages is subject to change by the Department of Labor and Industrial Relations or by court decision, as provided by law. Any such change shall not be the basis of any claim by the Contractor against the County, nor will deductions be made by the County against sums due to the Contractor by reason of any such change.

G. **Exceeding Rates and Hours:** The prevailing wage law does not prohibit payment of more than the prevailing rate of wages, nor does it limit the hours of work which may be performed by any workman in a particular period of time.

H. **Required Affidavit:** No final payment for work under this contract will be made by the County until it has received from each Contractor and subcontractor an affidavit stating that each has fully complied with the provisions and the requirements of said law.

I. **Prevailing Wages:** The current prevailing wage rate determination made by the Industrial Commission of Missouri and applicable during the term of this contract is reproduced verbatim herein.

J. **Posting:** Throughout the life of this contract, a copy of the wage determination and the rules promulgated by the Industrial Commission of Missouri, shall be displayed in a conspicuous place on the project under a heading of NOTICE, with the heading in letters at least one inch high.

K. **Contract Work Hours and Safety Standards Act (42 U.S.C. Sect. 329):** The Contractor is required to comply with Section 103 of the above Act.

L. **Certified Payroll Records:** An original copy of certified payroll records shall be emailed weekly to the Compliance Review Office at CRO@jacksongov.org. A copy of certified payroll records indicating applicable invoice number(s) shall also be emailed to the Project Supervisor.

Payroll Records must meet the following minimum requirements:

Workers must be classified according to the State's Occupational Title Rule. Workers listed as Journey Worker for Local Union XX is not acceptable. The specific classification must be named.

The specific Group must be named. It is impossible to compare wage rates paid to the proper prevailing wage rate if the Group is not listed.

For all apprentices on each payroll, the apprentice letter must be attached confirming registration in the program, level in the program (i.e., 3rd Level, or 3rd 6-Month Period) and the percentage of the base wage rate the apprentice is to be paid. If the same apprentice is used more than one week, only one letter for each apprentice needs to be submitted the first time the apprentice is shown on the payroll.

The one-to-one ratio of apprentices to journey workers must be followed. Any apprentice working out of ratio or without a journey worker present must be paid journey worker's level wages.

Fringe benefits must be indicated whether paid in cash or to a fund by checking the box on the certificate page of the payroll form. If fringe benefit contributions are not indicated by an hourly rate on the certificate payroll form, please submit a one-time letter with the next applicable payroll indicating the hourly breakdown of contributions made and to where.

34. **Changes in the Work:** Changes in the works as defined in this Invitation to Bid which result in additions, deletions, or other revisions to the Contract Sum or Contract Time must be accomplished by written Change Order to the Contractor. Such Change Orders must be submitted in writing by the Contractor and approved in writing by the County prior to the commencement of the work included in such Change Orders.

EXHIBIT A, INSURANCE

Contractor shall procure and maintain in effect throughout this duration of the contract insurance coverages not less than the types and amounts specified in this section. If due to the nature of the goods and/or services provided by the contractor are such that they may be excluded from coverage listed below, an addendum shall be made to the contract requesting coverage and limits required (Professional Liability, Work on bodies of water, Garage or tow services, Liquor liability are some examples).

All subcontractors of the contractor are required to carry the same coverages and limits as the contractor. All Liability policies required are to be written on an "occurrence" basis unless an agreement, in writing, is made with Jackson County.

1. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance: with limits of not less than \$1,000,000 per occurrence and \$2,000,000 Annual Aggregate (both General and Products-Completed Operations). Aggregate shall be on a "per project" basis where more than one project is to be performed by the contractor under this contract. Policy shall include Severability of Interests coverage applying to Additional Insureds and also include Contractual Liability with no limitation endorsements. Policy shall include \$100,000 limit each occurrence for Damage to Rented Premises, \$1,000,000 limit each occurrence for Personal & Advertising injury liability, \$5,000 Medical Expense (any one person), and Employee Benefits Liability coverage with a \$1,000,000 limit.

2. COMMERCIAL AUTOMOBILE LIABILITY

Commercial Automobile Liability Insurance: with a limit not less than \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Limit (each accident), covering owned, hired, borrowed, and non owned vehicles. Coverage shall be provided on a "any auto" basis and be on a Commercial Business Auto form, or acceptable equivalent, and will protect against claims arising out of the operation of motor vehicles in connection with this contract.

3. WORKERS COMPENSATION AND EMPLOYERS' LIABILITY COVERAGE

Contractor shall provide coverage for Workers Compensation and Employers Liability for all claims by employees of the contractor or by anyone for whose acts it may be liable under the statutes of the State of Missouri with limits of:

-Workers Compensation	Statutory
-Employers Liability	\$500,000 each accident
	\$500,000 Disease-each employee
	\$500,000 Disease-Policy limit

4. EXCESS/UMBRELLA LIABILITY COVERAGE

Contractor shall provide Excess/Umbrella liability, on an occurrence basis, with \$10,000 Retention, to provide coverage limits over all liability coverages listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

5. ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

The Commercial General and Automobile Liability Insurance specified above shall provide that Jackson County Missouri and its agencies, officials, officers, and employees, while acting within the scope of their authority, will be named as additional insured for the services performed under this contract.

A Certificate of Insurance shall be filed with the County's Director of Finance and Purchasing within 10 calendar days of the date when requested or before commencement of the work that are acceptable to the Director that the insurance requirements have been satisfied. Should any of the required insurances be cancelled before the expiration date, a notice shall be filed with the County's Director of Finance and Purchasing in accordance with policy provisions. In the case of multi-year, renewable, or extended term on the contract; Contractor must supply the Director with current Certificate(s) on any coverage mentioned above within Thirty (30) days prior to the expiration date of coverage(s). The Director of Finance and Purchasing may request copies of the Contractor's insurance policies for verification of coverage(s).

6. QUALIFICATIONS INSURANCE CARRIERS

All insurance coverage must be written by companies that have an A. M. Best's rating of "B+ V" or better or Lloyd's of London and are licensed and approved by the State of Missouri to do business in Missouri.

7. FAILURE TO MAINTAIN INSURANCE COVERAGE

Regardless of any approval by Jackson County, it is the responsibility of the contractor to maintain the required insurance coverage in force at all times; its failure to do so will not relieve it of any contractual obligation or responsibility. In the event of Contractor's failure to maintain the required insurance in effect, Jackson County may order Contractor to stop work immediately and, upon 10 days notice and an opportunity to cure, may pursue its remedies for breach of this contract as provided for herein and by law.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 31

Section 048
JACKSON COUNTY

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

Original Signed by

Todd Smith, Director
Division of Labor Standards

Filed With Secretary of State: March 8, 2024

Last Date Objections May Be Filed: April 8, 2024

Prepared by Missouri Department of Labor and Industrial Relations

Building Construction Rates for
 JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$69.50
Boilermaker	\$39.44*
Bricklayer-Stone Mason	\$62.06
Carpenter	\$64.94
Lather	
Lincleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$58.02
Plasterer	
Communication Technician	\$62.38
Electrician (Inside Wireman)	\$70.32
Electrician Outside Lineman	\$61.40
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$93.11
Glazier	\$59.07
Ironworker	\$70.66
Laborer	\$52.42
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$50.24
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$66.05
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$54.25
Plumber	\$78.88
Pipe Fitter	
Roofer	\$60.69
Sheet Metal Worker	\$76.38
Sprinkler Fitter	\$69.92
Truck Driver	\$54.27
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

*The Division of Labor Standards received fewer than 1,000 reportable hours for this occupational title. The public works contracting minimum wage is established for this occupational title using data provided by Missouri Economic Research and Information Center.
 **The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 200.210.

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$65.11
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$90.71
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$51.85
General Laborer	
Skilled Laborer	
Operating Engineer	\$60.48
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$53.04
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

OVERTIME and HOLIDAYS

OVERTIME

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

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

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

HOLIDAYS

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

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

AFFIDAVIT

STATE OF Boone)
) SS.
COUNTY OF Cooper)

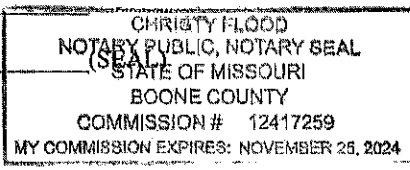
Lee Hardy of the city of Columbia
County of Boone State of Missouri being duly sworn on her or his oath, deposes and says,

1. That I am the President (Title of Affiant) of Phillips Hardy Inc. (Name of Bidder) and have been authorized by said Bidder to make this Affidavit upon my best information and belief, after reasonable inquiry as to the representations herein.
2. No Officer, Agent or Employee of Jackson County, Missouri is financially interested directly or indirectly what Bidder is offering to sell to the County pursuant to this Invitation (though no representation is made regarding potential ownership of publicly traded stock of bidder).
3. If Bidder were awarded any contract, job, work or service for Jackson County, Missouri, no Officer, Agent or Employee of the County would be interested in or receive any benefit from the profit or emolument of such.
4. Either Bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County or Bidder did not have on December 31, 2023, any property subject to taxation by the County and if bidder is duly listed and assessed on the tax rolls of Jackson County, Missouri, bidder agrees to permit an audit of its records, if requested by the Jackson County Director of Assessment, as they relate to the assessment of Business Personal Property.
5. Bidder has not participated in collusion or committed any act in restraint of trade, directly or indirectly, which bears upon anyone's response or lack of response to the Invitation.
6. Bidder certifies and warrants that Bidder or Bidder's firm/organization is not listed on the General Services Administration's Report of Debarred and/or Suspended Parties, or the State of Missouri and City of Kansas City, Missouri Debarment List.
7. Bidder certifies and affirms its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services.
8. Bidder certifies and affirms that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

Phillips Hardy Inc. (Name of Bidder)
By: [Signature] (Signature of Affiant)
President (Title of Affiant)

Subscribed and sworn to before me this 24 day of June, 2024

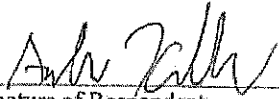
Christy Flood
NOTARY PUBLIC in and for the County of Boone
State of Missouri



My Commission Expires: Nov. 25, 2024

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned acknowledges receipt of Addenda through and including numbers n/a and that this Bid is submitted in accordance with information, instructions, and stipulations set forth therein.



Signature of Respondent

6/24/2024

Date

Phillips Hardy Inc.

Company Name

2601 Bernadette Place

Address

Columbia, Missouri 65203

City, State, and Zip

(573) 447-8070

Phone



OFFICE OF THE COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
415 E 12TH STREET, 2ND FLOOR
KANSAS CITY, MISSOURI 64106

(816) 881-3302
FAX (816) 881-3340
CRO@JACKSONGOV.ORG
WWW.JACKSONGOV.ORG/AUDITOR

JACKSON COUNTY, MISSOURI
MBE/WBE/VBE PARTICIPATION AFFIDAVIT

ITB/RFP/RFQ Number: 24-037

ITB/RFP/RFQ Title: Construction Services for the Buckner Tarsney Road Bridge Replacement Over Fire Prairie Creek, JCPW Project # 3228

Contracting Department: Public Works Department

Respondent: Phillips Hardy Inc.

I, ~~Andrew Killen~~ Phillip Raines, of lawful age and upon my oath state as follows:

1. This Affidavit is made for the purpose of complying with the provisions of the MBE/WBE/VBE submittal requirements on the above ITB/RFP/RFQ and the MBE/WBE/VBE Program and is given on behalf of the Respondent listed above.

The goals set by Jackson County, Missouri are:
9.5 %MBE %WBE %VBE

2. Bidder stipulates that it will utilize a minimum of the following percentages of MBE/WBE/VBE participation in the above bid:

~~9.5~~ 6.3 %MBE 3.2 %WBE %VBE

INTERNAL USE ONLY

CUP RECEIVED: _____ CUP APPROVED: _____

GFE RECEIVED: _____ GFE APPROVED: _____

CUP REVISED: _____ REVISION APPROVED: _____

APPROVED GOALS: _____ MBE _____ WBE _____ VBE _____ OTHER

RES/ORD: _____ AMT AWARDED: _____

NOTES:

MBE SUPPLIER SUBCONTRACTORS

	Description	Bidder Response	
A.	MBE Firm:	Saber Steel, LLC	INTERNAL USE ONLY Certifying Agency: KCMO State of MO Approved: Y N Sub A Contract Value: \$
	Address line 1:	3638 Fite Road	
	Address line 2-include County:	Millington, TN 38053, Shelby County	
	Telephone Number:	(901) 334-4400	
	President/Owner:	Keiven Wright	
	Email Address:	sabersteellc@gmail.com	
	Certifying Agency	MoDOT	
	Expiration Date of Certification:	June 14th, 2025	
	Scopes of Work Utilized:	Rebar, Piling	
Percentage of Contract Awarded:	6.30%	\$	
B.	MBE Firm:		INTERNAL USE ONLY Certifying Agency: KCMO State of MO Approved: Y N Sub B Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
Percentage of Contract Awarded:		\$	
C.	MBE Firm:		INTERNAL USE ONLY Certifying Agency: KCMO State of MO Approved: Y N Sub C Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
Percentage of Contract Awarded:		\$	
		TOTAL MBE VALUE	\$

Add Additional Pages as Necessary

WBE SUBCONTRACTORS

Description

Bidder Response

A.	Description	Bidder Response	INTERNAL USE ONLY
	WBE Firm:	IBC Traffic Inc.	INTERNAL USE ONLY Certifying Agency: KCMO State of MO Approved: Y N Sub A Contract Value: \$
	Address line 1:	PO Box 411405	
	Address line 2-include County:	Kansas City, MO 64141, Jackson Co	
	Telephone Number:	(816) 220-0812	
	President/Owner:	Brandy McCombs	
	Email Address:	brandy@ibcinc.biz	
	Certifying Agency	MoDOT, KCMO	
	Expiration Date of Certification:	December 9th, 2024	
	Scopes of Work Utilized:	Traffic Control, Pavement Marking	
	Percentage of Contract Awarded:	1.49%	
B.	Description	Bidder Response	INTERNAL USE ONLY
	WBE Firm:	Grey Diamond, LLC	INTERNAL USE ONLY Certifying Agency: KCMO State of MO Approved: Y N Sub B Contract Value: \$
	Address line 1:	16722 S Hadsell Rd	
	Address line 2-include County:	Pleasant Hill, MO 64080, <small>Cass/Jackson Co</small>	
	Telephone Number:	(816) 517-7564	
	President/Owner:	Debra Barker	
	Email Address:	greydiamondllc@gmail.com	
	Certifying Agency	MoDOT	
	Expiration Date of Certification:	June 2025	
	Scopes of Work Utilized:	Aggregate Supply	
	Percentage of Contract Awarded:	1.71%	
C.	Description	Bidder Response	INTERNAL USE ONLY
	WBE Firm:		INTERNAL USE ONLY Certifying Agency: KCMO State of MO Approved: Y N Sub C Contract Value: \$
	Address line 1:		
	Address line 2-include County:		
	Telephone Number:		
	President/Owner:		
	Email Address:		
	Certifying Agency		
	Expiration Date of Certification:		
	Scopes of Work Utilized:		
	Percentage of Contract Awarded:		
		TOTAL WBE VALUE	\$

Add Additional Pages as Necessary

ACKNOWLEDGMENT

Respondent acknowledges that it is responsible for considering the effect that any change order and/or amendments changing the total contract amount may have on its ability to meet or exceed the subcontractor participation goals.

List of Intended Subcontractors:

Respondent acknowledges that it is responsible for submitting a **List of Intended Subcontractors (LIS)** prior to receiving a contract award as a result of its response to the above ITB/RFP/RFQ. This affidavit in conjunction with the LIS constitutes the **Contractor's Utilization Plan (CUP)**, which sets out the Respondent's plan to utilize MBE and/or WBE and/or VBE prime and subcontractors on the awarded contract. **The CUP is contractually binding and any changes to either document must follow a modification process as described below.**

Good Faith Effort:

Respondent further acknowledges that it is responsible for submitting a **Good Faith Effort Form** if it will be unable to meet the participation goals. A **Good Faith Effort Form** documents the efforts a respondent puts forth to achieve the MBE and/or WBE and/or VBE goals on a project. **Simply stating that goals cannot be met is not considered sufficient.**

Contractor Modification Form:

If, at any point during the life of the awarded contract, the contractor needs to substitute an approved subcontractor a **Contractor Modification Form** must be submitted to the Compliance Review Office.

Any Good Faith Effort or Contractor Modification Form must be approved by the Compliance Review Office.

*****Contact the Compliance Review Office for assistance or to request forms.*****

I hereby certify that I am authorized to make this Affidavit on behalf of the Respondent named below and who shall abide by the terms set forth herein. I acknowledge that the assigned values determined by this CUP shall be enforceable under the contract terms and conditions.

Respondent Primary Contact (Print) : Phillip Raines

Title: Sr. Estimator/Project Manager Email: praines@hardyholdinggroup.com

Date: 7/11/2024 Phone: (573)447-8070 x2203

Signature:  Date: 7/11/2024

NOTARIZED: 
Subscribed and sworn to before me this 11th day of July, 2024.

My Commission Expires: Nov. 25, 2024

CHRISTY FLOOD
NOTARY PUBLIC, NOTARY SEAL
STATE OF MISSOURI
BOONE COUNTY
COMMISSION # 12417259
MY COMMISSION EXPIRES: NOVEMBER 25, 2024

NOTARY PUBLIC
Attach Corporate Seal if applicable

RESPONSIBLE BIDDER AFFIDAVIT

For Jackson County, Missouri Construction Projects

Pursuant to Jackson County, Missouri Ordinance No. 5825, No person or entity shall be awarded any contract on any RSMo Ch. 290 Public Work, County equivalent, or public procurement project of any kind unless such entity is deemed by the County to be a "Responsible Bidder" as follows:

The term "responsible bidder" shall require, except as to federal or state projects if prohibited as a condition of funding, only those bidders who certify by notarized statement that **(Please check all that apply to your company):**

- They have not been barred from bidding on any federal or state projects within the last year.
- Neither they, nor any entity any of the natural person owners of the bidder has a direct ownership stake in, had had any State or County-issued business, trade, or contracting license suspended or revoked within the last year.
- They have and enforce a drug-testing policy for all employees in the field.
- They show proof of employer-provided healthcare benefits.
- They prove their employees receive actual healthcare benefits equal or greater than the minimum healthcare required by federal Public Law 111-148 approved March 23, 2010, as amended from time to time.
- They participate in or maintain an apprentice program that is approved by and registered with the United States Department of Labor and is compliant with 29 CFR Part 29 and 29 USC Sec. 50 for each craft for which it is established and complies with all required United States Department of Labor regulations including affirmative action obligations described in 29 CFR Part 30.
- The apprenticeship program that the bidder participates in or maintains has graduated at least one apprentice to journeyman status in the last three years for each craft for which the apprenticeship program is established.
- All On-Site employees on the project will be employees and that there will be no use of Independent Contractors, nonpermanent employees, or "leased employees" for on-site work.
- All employees will be licensed with the appropriate licensing authority.
- No less than the equivalent to the prevailing wages will be paid to all employees per occupational title in 8 CSR 30-3.060. (2018) as defined in Section 290.210(7) RSMo. (2018) to workers, as defined and understood in 290.210 RSMo (2018), performing construction on such project at the prevailing wage rate per occupational title

determined as the relevant occupational title's rate in effect at the time the physical work begins on the project.

- ✓ All employees and Supervisors will be OSHA-certified and in compliance with then-current OSHA safety requirements prior to working on the project; and
- ✓ All Supervisors will be thirty-hour OSHA-certified.
- ✓ Nothing in this section shall be interpreted as precluding an action for enforcing this section as to any contractor or sub-contractor by any citizen or interested party. Such action shall be against the contractor and/or sub-contractor. Any citizen or interested party who prevails in a legal action to enforce this section shall be entitled to reasonable attorneys' fees and costs.
- ✓ For any project for which either an engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of seventy-five thousand dollars or less that becomes subject to a change order that increases the total project cost in excess of seventy-five thousand dollars, the provisions of this section shall apply only to that portion of the project that was in excess of seventy-five thousand dollars. However, the project shall not be separated into sections in a manner that circumvents this threshold.
- ✓ This section shall not apply if its application would disqualify the County from receiving monies from any external public source.
- ✓ If implementing the above provisions disqualifies the County from receiving monies from any external public source for a specific project, then any Receiving Entity that voluntarily agrees to implement the above provisions in its contract with the County will receive the same Incentive Plus 5% of the total incentive promised provided this provision does not otherwise disqualify the County from receiving monies from the public external source for the project or incentive in question.

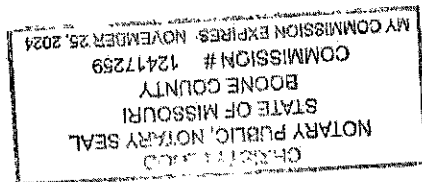
Phillips Hardy Inc. (Name of Bidder)
 By: [Signature] (Signature of Affiant)
RESIDENT (Title of Affiant)

Subscribed and sworn to before me this 24 day of June, 2024

NOTARY PUBLIC in and for the County of Boone (SEAL)

State of Missouri
My Commission Expires: Nov. 25, 2024

Christy Good



RESPONSIBLE BIDDER AFFIDAVIT

For Jackson County, Missouri Construction Projects

Pursuant to Jackson County, Missouri Ordinance No. 5825, No person or entity shall be awarded any contract on any RSMo Ch. 290 Public Work, County equivalent, or public procurement project of any kind unless such entity is deemed by the County to be a "Responsible Bidder" as follows:

The term "responsible bidder" shall require, except as to federal or state projects if prohibited as a condition of funding, only those bidders who certify by notarized statement that **(Please check all that apply to your company):**

- ☑ They have not been barred from bidding on any federal or state projects within the last year.
- ☑ Neither they, nor any entity any of the natural person owners of the bidder has a direct ownership stake in, had had any State or County-issued business, trade, or contracting license suspended or revoked within the last year.
- ☑ They have and enforce a drug-testing policy for all employees in the field.
- ☑ They show proof of employer-provided healthcare benefits.
- ☑ They prove their employees receive actual healthcare benefits equal or greater than the minimum healthcare required by federal Public Law 111-148 approved March 23, 2010, as amended from time to time.
- ☑ They participate in or maintain an apprentice program that is approved by and registered with the United States Department of Labor and is compliant with 29 CFR Part 29 and 29 USC Sec. 50 for each craft for which it is established and complies with all required United States Department of Labor regulations including affirmative action obligations described in 29 CFR Part 30.
- ☑ The apprenticeship program that the bidder participates in or maintains has graduated at least one apprentice to journeyman status in the last three years for each craft for which the apprenticeship program is established.
- ☑ All On-Site employees on the project will be employees and that there will be no use of Independent Contractors, nonpermanent employees, or "leased employees" for on-site work.
- ☑ All employees will be licensed with the appropriate licensing authority.
- ☑ No less than the equivalent to the prevailing wages will be paid to all employees per occupational title in 8 CSR 30-3.060. (2018) as defined in Section 290.210(7) RSMo. (2018) to workers, as defined and understood in 290.210 RSMo (2018), performing construction on such project at the prevailing wage rate per occupational title

determined as the relevant occupational title's rate in effect at the time the physical work begins on the project.

- ✓ All employees and Supervisors will be OSHA-certified and in compliance with then-current OSHA safety requirements prior to working on the project; and
- ✓ All Supervisors will be thirty-hour OSHA-certified.
- ⊘ Nothing in this section shall be interpreted as precluding an action for enforcing this section as to any contractor or sub-contractor by any citizen or interested party. Such action shall be against the contractor and/or sub-contractor. Any citizen or interested party who prevails in a legal action to enforce this section shall be entitled to reasonable attorneys' fees and costs.
- ✓ For any project for which either an engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of seventy-five thousand dollars or less that becomes subject to a change order that increases the total project cost in excess of seventy-five thousand dollars, the provisions of this section shall apply only to that portion of the project that was in excess of seventy-five thousand dollars. However, the project shall not be separated into sections in a manner that circumvents this threshold.
- ✓ This section shall not apply if its application would disqualify the County from receiving monies from any external public source.
- ✓ If implementing the above provisions disqualifies the County from receiving monies from any external public source for a specific project, then any Receiving Entity that voluntarily agrees to implement the above provisions in its contract with the County will receive the same Incentive Plus 5% of the total incentive promised provided this provision does not otherwise disqualify the County from receiving monies from the public external source for the project or incentive in question.

SUPERIOR BOWEN ASPHALT (Name of Bidder)
 By: Christy Ryan (Signature of Affiant)
Secretary/Treasurer (Title of Affiant)

Subscribed and sworn to before me this 25th day of JUNE, 2024

NOTARY PUBLIC in and for the County of Clay (SEAL)
 State of Missouri
 My Commission Expires: 6/23/27

David R. Wilson

DAVID R WILSON
 NOTARY PUBLIC, NOTARY SEAL
 STATE OF MISSOURI
 CLAY COUNTY
 COMMISSION # 19079921
 MY COMMISSION EXPIRES: 6/23/2027

RESPONSIBLE BIDDER AFFIDAVIT

For Jackson County, Missouri Construction Projects

Pursuant to Jackson County, Missouri Ordinance No. 5825, No person or entity shall be awarded any contract on any RSMo Ch. 290 Public Work, County equivalent, or public procurement project of any kind unless such entity is deemed by the County to be a "Responsible Bidder" as follows:

The term "responsible bidder" shall require, except as to federal or state projects if prohibited as a condition of funding, only those bidders who certify by notarized statement that (Please check all that apply to your company):

- They have not been barred from bidding on any federal or state projects within the last year.
- Neither they, nor any entity any of the natural person owners of the bidder has a direct ownership stake in, had had any State or County-issued business, trade, or contracting license suspended or revoked within the last year.
- They have and enforce a drug-testing policy for all employees in the field.
- They show proof of employer-provided healthcare benefits.
- They prove their employees receive actual healthcare benefits equal or greater than the minimum healthcare required by federal Public Law 111-148 approved March 23, 2010, as amended from time to time.
- They participate in or maintain an apprentice program that is approved by and registered with the United States Department of Labor and is compliant with 29 CFR Part 29 and 29 USC Sec. 50 for each craft for which it is established and complies with all required United States Department of Labor regulations including affirmative action obligations described in 29 CFR Part 30.
- The apprenticeship program that the bidder participates in or maintains has graduated at least one apprentice to journeyman status in the last three years for each craft for which the apprenticeship program is established.
- All On-Site employees on the project will be employees and that there will be no use of Independent Contractors, nonpermanent employees, or "leased employees" for on-site work.
- All employees will be licensed with the appropriate licensing authority.
- No less than the equivalent to the prevailing wages will be paid to all employees per occupational title in 8 CSR 30-3.060. (2018) as defined in Section 290.210(7) RSMo. (2018) to workers, as defined and understood in 290.210 RSMo (2018), performing construction on such project at the prevailing wage rate per occupational title

determined as the relevant occupational title's rate in effect at the time the physical work begins on the project.

- ☑ All employees and Supervisors will be OSHA-certified and in compliance with then-current OSHA safety requirements prior to working on the project; and
- ☑ All Supervisors will be thirty-hour OSHA-certified.
- ☑ Nothing in this section shall be interpreted as precluding an action for enforcing this section as to any contractor or sub-contractor by any citizen or interested party. Such action shall be against the contractor and/or sub-contractor. Any citizen or interested party who prevails in a legal action to enforce this section shall be entitled to reasonable attorneys' fees and costs.
- ☑ For any project for which either an engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of seventy-five thousand dollars or less that becomes subject to a change order that increases the total project cost in excess of seventy-five thousand dollars, the provisions of this section shall apply only to that portion of the project that was in excess of seventy-five thousand dollars. However, the project shall not be separated into sections in a manner that circumvents this threshold.
- ☑ This section shall not apply if its application would disqualify the County from receiving monies from any external public source.
- ☑ If implementing the above provisions disqualifies the County from receiving monies from any external public source for a specific project, then any Receiving Entity that voluntarily agrees to implement the above provisions in its contract with the County will receive the same Incentive Plus 5% of the total incentive promised provided this provision does not otherwise disqualify the County from receiving monies from the public external source for the project or incentive in question.

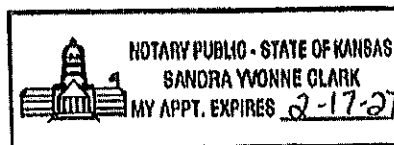
COLLEEN R. HELMSTADT (Name of Bidder)
 By: Tammie Lockett (Signature of Affiant)
ESTIMATOR (Title of Affiant)

Subscribed and sworn to before me this 20th day of June, 2024

NOTARY PUBLIC in and for the County of Wyandotte (SEAL)

State of Kansas

My Commission Expires: 2-17-24



RESPONSIBLE BIDDER AFFIDAVIT

For Jackson County, Missouri Construction Projects

Pursuant to Jackson County, Missouri Ordinance No. 5825, No person or entity shall be awarded any contract on any RSMo Ch. 290 Public Work, County equivalent, or public procurement project of any kind unless such entity is deemed by the County to be a "Responsible Bidder" as follows:

The term "responsible bidder" shall require, except as to federal or state projects if prohibited as a condition of funding, only those bidders who certify by notarized statement that **(Please check all that apply to your company):**

- They have not been barred from bidding on any federal or state projects within the last year.
- Neither they, nor any entity any of the natural person owners of the bidder has a direct ownership stake in, had had any State or County-issued business, trade, or contracting license suspended or revoked within the last year.
- They have and enforce a drug-testing policy for all employees in the field.
- They show proof of employer-provided healthcare benefits.
- They prove their employees receive actual healthcare benefits equal or greater than the minimum healthcare required by federal Public Law 111-148 approved March 23, 2010, as amended from time to time.
- They participate in or maintain an apprentice program that is approved by and registered with the United States Department of Labor and is compliant with 29 CFR Part 29 and 29 USC Sec. 50 for each craft for which it is established and complies with all required United States Department of Labor regulations including affirmative action obligations described in 29 CFR Part 30.
- The apprenticeship program that the bidder participates in or maintains has graduated at least one apprentice to journeyman status in the last three years for each craft for which the apprenticeship program is established.
- All On-Site employees on the project will be employees and that there will be no use of Independent Contractors, nonpermanent employees, or "leased employees" for on-site work.
- All employees will be licensed with the appropriate licensing authority.
- No less than the equivalent to the prevailing wages will be paid to all employees per occupational title in 8 CSR 30-3.060. (2018) as defined in Section 290.210(7) RSMo. (2018) to workers, as defined and understood in 290.210 RSMo (2018), performing construction on such project at the prevailing wage rate per occupational title

determined as the relevant occupational title's rate in effect at the time the physical work begins on the project.

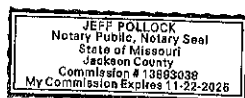
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- All Supervisors will be thirty-hour OSHA-certified.
- Nothing in this section shall be interpreted as precluding an action for enforcing this section as to any contractor or sub-contractor by any citizen or interested party. Such action shall be against the contractor and/or sub-contractor. Any citizen or interested party who prevails in a legal action to enforce this section shall be entitled to reasonable attorneys' fees and costs.
- For any project for which either an engineer's estimate or the bid accepted by the public body for the total project cost is in the amount of seventy-five thousand dollars or less that becomes subject to a change order that increases the total project cost in excess of seventy-five thousand dollars, the provisions of this section shall apply only to that portion of the project that was in excess of seventy-five thousand dollars. However, the project shall not be separated into sections in a manner that circumvents this threshold.
- This section shall not apply if its application would disqualify the County from receiving monies from any external public source.
- If implementing the above provisions disqualifies the County from receiving monies from any external public source for a specific project, then any Receiving Entity that voluntarily agrees to implement the above provisions in its contract with the County will receive the same Incentive Plus 5% of the total incentive promised provided this provision does not otherwise disqualify the County from receiving monies from the public external source for the project or incentive in question.

IBC Traffic Inc. (Name of Bidder)
 By: [Signature] (Signature of Affiant)
 President (Title of Affiant)

Subscribed and sworn to before me this 25th day of June, 2024

NOTARY PUBLIC in and for the County of Jackson (SEAL)
State of Missouri

My Commission Expires: 11-22-2025 [Signature]



Jackson County, Missouri Invitation to Bid No. 24-037 Buckner Tarsney Bridge Replacement
 6/25/2024 Phillips Hardy, Inc. Quotation Forms for Buckner Tarsney Road Bridge
 Replacement N of Buckner Road, ITB 24-037, JCPW Project # 3228

CONSTRUCTION SERVICES FOR BUCKNER TARSNEY ROAD BRIDGE REPLACEMENT OVER FIRE
 PRAIRIE CREEK FOR THE JACKSON COUNTY, MISSOURI PUBLIC WORKS DEPARTMENT,
 PROJECT NUMBER 3228

INVITATION TO BID # 24-037

Item No.	Description	Quantity	Units	Unit Price	Total Price
ROADWAY					
1	Mobilization	1	LUMP SUM	\$ 120,000.00	\$ 120,000.00
2	Removal of Improvements	1	LUMP SUM	\$ 15,000.00	\$ 15,000.00
3	Contractor Furnished Surveying & Staking	1	LUMP SUM	\$ 18,000.00	\$ 18,000.00
4	Clearing and Grubbing	1	LUMP SUM	\$ 9,000.00	\$ 9,000.00
5	Asphaltic Concrete Mixture APWA Type 5-01 Surface	140	TON	\$ 400.00	\$ 56,000.00
6	Asphaltic Concrete Mixture APWA Type 5-01 Base	509	TON	\$ 250.00	\$ 127,250.00
7	Tack Coat	115	GALLON	\$ 4.00	\$ 460.00
8	Subgrade Compaction (6-In. Thick)	1177	SQ. YD.	\$ 10.00	\$ 11,770.00
9	Gravel (A) or Crushed Stone (B) (6 In. Thick)	365	SQ. YD.	\$ 17.00	\$ 6,205.00
10	Earthwork	1	LUMP SUM	\$ 40,000.00	\$ 40,000.00
11	Type 2 Rock Blanket with Geotextile	470	CU. YD.	\$ 118.00	\$ 55,460.00
12	MGS Guardrail	75	LINEAR FT.	\$ 43.00	\$ 3,225.00
13	Type A Guardrail	12.5	LINEAR FT.	\$ 40.00	\$ 500.00
14	Type A Crashworthy End Terminal	2	EACH	\$ 4,700.00	\$ 9,400.00
15	Type A End Anchor	1	EACH	\$ 2,200.00	\$ 2,200.00
16	MGS Bridge Approach Transition	2	EACH	\$ 5,300.00	\$ 10,600.00
17	Type A Bridge Approach Section	1	EACH	\$ 4,500.00	\$ 4,500.00
18	Erosion Control	1	LUMP SUM	\$ 13,000.00	\$ 13,000.00
19	Hydro Seed and Mulch	1	LUMP SUM	\$ 5,200.00	\$ 5,200.00
20	Adjust Existing Manhole to Grade	1	EACH	\$ 8,000.00	\$ 8,000.00
SIGNING AND STRIPING					
21	4" Solid White Edge Line (Paint)	857	LINEAR FT.	\$ 1.00	\$ 857.00
22	4" Skip Yellow Centerline (Paint)	373	LINEAR FT.	\$ 1.00	\$ 373.00
23	Remove and Reset Sign	10	EACH	\$ 325.00	\$ 3,250.00
BRIDGE					
24	Removal of Miscellaneous ACM (Classification Unknown)	19	SQ. FT.	\$ 650.00	\$ 12,350.00
25	Class I Excavation	80	CU. YD.	\$ 83.00	\$ 6,640.00
26	Removal of Bridges (0750018)	1	LUMP SUM	\$ 30,000.00	\$ 30,000.00

Jackson County, Missouri Invitation to Bid No. 24-037 Buckner Tarsney Bridge Replacement
 6/25/2024 Phillips Hardy, Inc. Quotation Forms for Buckner Tarsney Road Bridge
 Replacement N of Buckner Road, ITB 24-037, JCPW Project # 3228

CONSTRUCTION SERVICES FOR BUCKNER TARSNEY ROAD BRIDGE REPLACEMENT OVER FIRE
 PRAIRIE CREEK FOR THE JACKSON COUNTY, MISSOURI PUBLIC WORKS DEPARTMENT,
 PROJECT NUMBER 3228

INVITATION TO BID # 24-037

Item No.	Description	Quantity	Units	Unit Price	Total Price
27	Vertical Drain at End Bents	2	EACH	\$ 4,000.00	\$ 8,000.00
28	Bridge Approach Slab (Minor Road) – Asphalt Option	146	SQ. YD.	\$ 400.00	\$ 58,400.00
29	Galvanized Structural Steel Piles (12 in.)	1068	LINEAR FT.	\$ 125.00	\$ 133,500.00
30	Pile Point Reinforcement	12	EACH	\$ 175.00	\$ 2,100.00
31	Class B Concrete (Substructure)	32.6	CU. YD.	\$ 1,620.00	\$ 52,812.00
32	Corral Rail	210	LINEAR FT.	\$ 270.00	\$ 56,700.00
33	Slab on Concrete Beam	339	SQ. YD.	\$ 613.00	\$ 207,807.00
34	30 In., Prestressed Concrete Box Beam	343	LINEAR FT.	\$ 580.00	\$ 198,940.00
35	Plain Neoprene Bearing Pad	8	EACH	\$ 325.00	\$ 2,600.00
TRAFFIC CONTROL					
36	Traffic Control	1	LUMP SUM	\$ 22,000.00	\$ 22,000.00
FORCE ACCOUNT					
37	Force Account	1	LUMP SUM	\$ 35,000.00	\$ 35,000.00
Total Amount Bid for Project =					\$ 1,347,099.00

Notes:

1. The County reserves the right to adjust the quantities up or down to any and all bid items to accommodate the available funds.
2. The Unit Prices in the above form shall include freight, delivery and installation.
3. The County shall retain five percent (5%) of each partial payment until completion and acceptance of the work by the Bidder and final payment is due.
4. **The Bidder (General Contractor, only), shall fill out ALL the UNIT PRICES, AND TOTAL PRICES within the above Bid forms.**

SUBSTITUTION REQUEST

TO: JACKSON COUNTY PUBLIC WORKS
ENGINEERING DIVISION
303 W. WALNUT
INDEPENDENCE, MO. 64050

PROJECT: CONSTRUCTION SERVICES FOR THE BUCKNER TARSNEY ROAD BRIDGE
REPLACEMENT OVER FIRE PRAIRIE CREEK
COUNTY PROJECT NO. 3228, ITB 24-037

None Section Page None Paragraph

Description:

None

PROPOSED SUBSTITUTION: None

Attached data includes product description, specifications, drawings, photographs, performance and test data adequate for evaluation of request including identifying applicable data portions. Included is highlighted information of comparative product elements from both specified and proposed substitution.

Attached data also includes description of changes to Contract Documents and proposed substitution required for its proper installation.

Undersigned certifies following items, unless modified by attachments, are correct:

1. Proposed substitution does not affect dimensions shown on Drawings.
2. Undersigned pays for changes to building design, including engineering design, detailing, and construction costs caused by proposed substitution.
3. Proposed substitution has no adverse effect on other trades, construction schedule, or specified warranty requirements.
4. Maintenance and service parts available locally or readily obtainable for proposed substitution.
5. Identify if substitution product provides value engineering.

SUBSTITUTION REQUEST CONTINUED:

Undersigned further certifies function, appearance, and quality of proposed substitution are equivalent or superior to specified item.

Undersigned agrees, if this page is reproduced, terms and conditions for substitutions found in Bidding Documents apply to this proposed substitution.

Submitted by:

Andrew Killen

Name (Print)

Phillips Hardy Inc.

Firm Name

2601 Bernadette Place

Firm Address

Columbia

Missouri

65203

Firm City

State

Zip

(573) 447-8070

akillen@hardyholdinggroup.com

Work or mobile #

Email

Firm Additional Remarks:

None

For use by JCPW Approved Approved as Noted

Not Approved Received too late

JCPW Remarks:

JCPW Representative

Date

EQUIPMENT QUESTIONNAIRE

The undersigned hereby represents that they propose to perform the work in the following manner and with the following equipment:

a. The work, if awarded, will have the personal supervision of whom?

Bobby (Robert) Holland

b. List below the equipment that will be used or is available for use on this contract.

QUANTITY ITEM	DESCRIPTION, SIZE, CAPACITY, ETC.	CONDITION	YEARS OF SERVICE	PRESENT LOCATION
1.0	2016 CAT 56 Dozer - Medium	Good, Active	8 years	Moberly, Missouri
2.0	2018 CAT Excavator 200 Series 2018 KOBELCO Excavator 200 Series	Good, Active	6 years	2018 CAT: Blue Springs, MO 2018 KOB: Hamilton, MO
1.0	2016 CAT 262D Skidsteer	Good, Active	8 years	Boonville, MO
1.0	2013 Bid-Well Deck Machine	Good, Active	11 years	Boonville, MO
2.0	2006 TEREX Crane 2007 KOBELCO Crane	Good, Active	TEREX: 18 years KOBELCO: 17 years	2006 TER: Boonville, MO 2007 KOB: Cameron, MO
1.0	2018 SANY Roller - Single Drum	Good, Active	6 years	Hot Springs, Arkansas
2.0	2003 DELMAG Pile Hammer 2004 DELMAG Pile Hammer	Good, Active	21 years / 20 years	Boonville, MO
As Needed	Misc. Ancillary Small Equip. & Tools	not applicable	not applicable	not applicable

Note: Attach additional sheets if required

LIST OF CONTRACTS ON HAND

Location	Type of Work / Contracting Agency	Contract Price	Date	% Complete
Little Blue Parkway, Jackson County, Missouri	ADA improvements, bridge rehabilitation, interchange & signal improvements / Missouri Dept of Transportation	\$2,858,457.73	6/17/2024	0.00%
Eldon Model Airpark, Eldon, Missouri	Taxilane reconstruction / City of Eldon, Missouri	\$844,875.00	6/6/2024	0.00%
I-35, Clinton County, Missouri	Concrete pavement repair from Shoal Creek to 1 mile north of Rte 116, total length being 7.057 miles / Missouri Dept of Transportation	\$2,909,183.50	5/16/2024	0.00%
Career Innovation Center, Blue Springs, Missouri	Site utilities, trench rock & mass rock excavation, installation of storm sewer inlets for new Career Innovation Center / J.E. Dunn	\$1,249,506.16	5/6/2024	5.00%
Lot 7 of Springbrook Crossing North, Columbia, Missouri	Earthwork, storm utilities, & paving for a new division / Springbrook Park Apartments	\$3,849,584.50	4/26/2024	0.00%
MacArthur Drive, St. Joseph, MO	Bridge demolition & reconstruction on MacArthur Drive / City of St. Joseph, MO	\$2,575,600.00	3/22/2022	15.00%
6th Street, St. Joseph, MO	Bridge demolition & reconstruction on the 6th Street viaduct / City of St. Joseph, MO	\$760,000.00	3/22/2022	0.00%
Blue Valley West High School, Overland Park, KS	Earthwork, site demolition, modular retaining wall for gym addition / Straub Construction Co.	\$423,805.00	3/1/2024	25.00%
North Central Missouri College, Trenton, MO	Earthwork, site demolition, storm drainage system excavations for a new Student Center / Lawhon Constr.	\$488,489.00	1/26/2024	50.00%
Rte H, Clinton Co, Missouri	Bridge replacement over I-35 / Missouri Department of Transportation	\$2,559,806.15	5/3/2023	50.00%
Thomas Hill, Randolph County, Missouri	Cell 7A reclamation & bottom ash mitigation / Associated Electric Cooperative, Inc.	\$5,602,900.00	4/29/2023	75.00%
Rte 13, Caldwell Co, Missouri	Resurfacing 6.35 miles between Hamilton, MO & Kingston, MO / Missouri Department of Transportation	\$9,574,554.69	11/14/2022	50.00%
Little Otter Creek Watershed, Hamilton, Missouri	Earthwork, utility installation, & other assoc. items providing flood control, water source, & recreation for Caldwell Co / Caldwell County Commission	\$14,400,486.75	6/1/2022	30.00%
Hwy 79, Wabbaseka & Stuttgart Counties, Arkansas	Construction of passing lanes, backfill, installing box culvert across four sites / Arkansas Dept of Transportation	\$17,496,155.99	4/22/2021	80.00%
Hwy 7, Hot Springs & Garland Counties, Arkansas	Notching/widening 5.5 miles of roadway, 75,000 CY excavation & embankment, demolition of existing bridge & replace with double box culvert / Arkansas Dept of Transport.	\$11,528,127.94	9/2/2020	50.00%

Attach additional sheets as needed

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

(for joint ventures, a separate affidavit is require for each business entity)

STATE OF Missouri)
COUNTY OF Boone) ss

On the 24th day of June, 2024, before me appeared Lee Hardy
(Affiant name)

personally know to me or proved to me on the basis of satisfactory evidence to be a person whose name is subscribed to this affidavit, who being by me duly sworn, stated as follows:

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated as required by Section 285.530, RSMo, to enter into any contract agreement with the County to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

• I, the Affiant, am the President of Phillips Hardy Inc.
(Title) (Business Name)

and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by Jackson County, Missouri. I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

• I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by Jackson County, Missouri, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

• I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.525, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the State of Missouri.

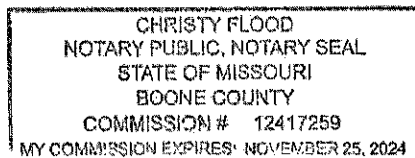
• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and under duress.

Subscribed and sworn to before me, a Notary Public in and for Jackson County, Missouri, this

24 day of June, 2024.

My Commission Expires Nov. 25, 2024

Christy Flood
Notary Public



LIST OF INTENDED SUBCONTRACTORS

Bidder Name: Phillips Hardy Inc.

Will subcontractors be used to complete the work? Yes No

If yes, complete this form and submit it with your bid.

Subcontractor No. 100

Name: Superior Bowen Asphalt

Address: 520 W. Pennway St., Suite 300

City & Zip Code: Kansas City, Missouri 64134

Telephone No: (816) 921-8200

Fax No: (816) 921-8251

Description of work to be performed (include Bid Item Number, and Bid Item):

Asphalt Items 5, 6, 7; Bridge Approach Item 28

Dollar Amount	\$ 204,471.00
------------------	------------------

Subcontractor No. 101

Name: Collins & Hermann

Address: 1215 Dunn Road/ PO Box 38901-0901 OR 2366 State Line Road

City & Zip Code: St. Louis, Missouri 63138 Kansas City, Kansas 66103

Telephone No: (314) 869-8000

Fax No: (314) 869-8498

Description of work to be performed (include Bid Item Number, and Bid Item):

Guardrail Items 12, 13, 14, 15, 16, 17

Dollar Amount	\$ 26,930.00
------------------	-----------------

LIST OF INTENDED SUBCONTRACTORS (cont.)

Subcontractor No. 102

Name: IBC Traffic, Inc.

Address: PO Box 411405

City & Zip Code: Kansas City, Missouri 64141

Telephone No: (816) 656-1136 **Fax No:** (816) 295-0668

Description of work to be performed (include Bid Item Number, and Bid Item):

Traffic Control & Pavement Marking Items 21, 22, 23, 26

Dollar Amount	\$ 20,053.50
--------------------------	------------------------

Subcontractor No. _____

Name: _____

Address: _____

City & Zip Code: _____

Telephone No: _____ **Fax No:** _____

Description of work to be performed (include Bid Item Number, and Bid Item):

Dollar Amount	\$
--------------------------	-----------

OSHA CERTIFICATIONS AFFIDAVIT

Missouri Law, Section 292.675, RSMo, requires any awarded contractor and its subcontractor(s) to provide a ten-hour (10-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 (laborer, 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 as 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 Section 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 contractor and subcontractor employee for each calendar day such employee is employed beyond the elapsed time period for required program completion under Section 292.675, RSMo.

The undersigned Bidder hereby certifies:

OSHA 10 CARD CERTIFICATION

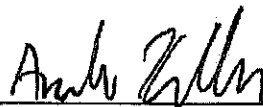
Contractors and sub-contractors who sign a contract to work on public works project provide a 10-Hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work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

OSHA 30 CARD CERTIFICATION – SUPERVISOR(S)

A Supervisor – A foreman, project manager, safety director, or lead tradesman employed on a County project shall be thirty-hour (30-hour) OSHA certified.

All employees and Supervisors will be OSHA-certified and in compliance with then-current OSHA safety requirements prior to working on the project, in accordance with JCMO Ordinance 5825 "Responsible Bidding Ordinance" adopted on 1/8/2024.

The undersigned Bidder hereby certifies and acknowledges receipt of OSHA 10 Card(s) and OSHA 30 Card(s) -Supervisor(s) as the contractor and for the subcontractor(s) of this project. Copies of the card(s) shall be provided to Jackson County, Missouri to be reviewed by the Compliance Review Officer.



Authorized Signature of Bidder

Phillips Hardy Inc.

Company Name

6/24/2024

Date

Jackson County Missouri Certificate of Compliance

In accordance with Jackson County Code Chapter(s) 6 and 10,

This Certificate of Compliance is hereby issued to:

Phillips Hardy Inc.

2601 Bernadette Place

Columbia, MO 65203

Certificate number: 07182401

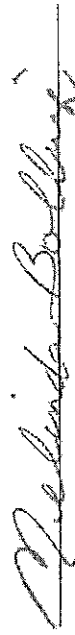
Issued: 07/18/2024

Expires: 12-31-2024

The above-named firm/agency has met the following requirements:

is duly listed and assessed on the tax rolls of Jackson County, Missouri and is not delinquent in the payment of any taxes due to the County, or did not have on December 31st of the previous year any property subject to taxation by the County.

Attests and agrees to Chapter 6 of the Jackson County Code which prohibits discriminatory employment practices and promotes equal opportunity by contractors doing business with Jackson County.



Melinda Bolling, Chief Compliance Review Officer

Jackson County Missouri

816-881-3302

compliance@jacksongov.org

Confirmation Memorandum

Jackson County Missouri - Department of Public Works

TO: Heather Berger
Taxpayer Services Supervisor
Collection Department

FROM: Chris Jenkins
Project Manager, Civil Engineer I
Public Works – Engineering Division

DATE: June 26, 2024

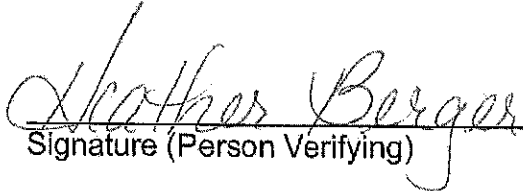
SUBJECT: Request for Tax Clearance
Construction Services for the Buckner Tarsney Road Bridge Replacement
Over Fire Prairie Creek
Project No. 3228
Invitation to Bid (ITB) No. 24-037

In accordance with County Ordinance 1208, Sections 1003.01 and 1070, the Director of Public Works requests that the below listed Company and/or individuals be verified as being listed and assessed on the County tax rolls, and is in no way delinquent on any taxes payable to the County.

Phillips Hardy, Inc.
2601 Bernadette Place
Columbia, MO 65203

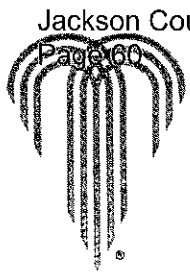
Information needed: Type of tax due, amount of tax, and if account is paid or unpaid. (If account is unpaid please include a printout of statement). Place amount paid/amount due under type that applies.

<u>Type of Tax</u>	<u>Amount Paid</u>	<u>Amount Due</u>
BUSINESS	_____	_____
MERCHANTS	_____	_____
INDIVIDUAL	_____	No Account
REAL ESTATE	_____	_____


Signature (Person Verifying)

6/28/24
Date

cc: Construction/Contract File



KANSAS CITY
MISSOURI

PHILLIPS HARDY INC
2601 BERNADETTE PL
COLUMBIA MO 65203-4658



Revenue Division

414 E 12th St. 1st Floor
Kansas City, MO 64106-2786

Phone: (816) 513-1120
Fax: (816) 513-1264
Email: revenue@kcmo.org
Website: kcmo.gov/tax

Letter Id: L0777783040
Date: 18-Jul-2024
Taxpayer Id: **_***7192

TAX CLEARANCE STATUS: APPROVED

As of this date, this notice is to inform you that PHILLIPS HARDY INC is current with all taxes and license fees with the City of Kansas City, Mo., Finance Department/ Revenue Division.

Please note this could change if we perform a full review of your accounts in the future. We will let you know if we need to review your accounts. You will need to pay any amounts that are found due at that time.

Eric Davison
Commissioner of Revenue



**MULTI-JURISDICTION- CORE4
PROPERTY TAX CLEARANCE CERTIFICATION**
(Jackson County, MO, Johnson County & Unified Government of Wyandotte County, KS)

Business to Be Certified:

1. Business Name: Phillips Hardy Inc.

DBA Name: _____

2. Business Address: 2601 Bernadette Pl. Columbia, MO 65203
Street City, State Zip

3. Contact Information: 673-447-8070 timhoff@hardyholdinggroup.com
Phone E-mail

Business Owner/Taxpayer To Be Certified (Attach additional sheets if more owners exist for your business.)

Owner Name: Lee Hardy

Owner Residence Address: 5706 Bridlewood Ct. Columbia, MO 65203
Street City, State Zip

Authorization/Signature

This Authorization shall expire one (1) year from the latest date below certified and is renewed upon agency request.

I, the undersigned Business Owner/Taxpayer, hereby hold each CORE4 entity named below harmless from any and all liability relating to unauthorized disclosure of confidential tax information resulting from release of information related to this Core4 Tax Clearance Authorization under all applicable confidentiality laws including federal, state, or local, including any damages sustained by wrongful transmission of confidential tax information to any other person.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS AUTHORIZATION, AND TO THE BEST OF MY KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT AND COMPLETE.

Further, I hereby certify that I am the Owner/Taxpayer named herein or that I have the authority to execute this Authorization on behalf of the Owner/Taxpayer hereinabove named.

Owner/Taxpayer *Lee Hardy*

CORE4 CERTIFICATION

I, the undersigned CORE4 representative, do hereby certify that property taxes levied for the preceding year against the owner/taxpayer shown above have either been paid in full, have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year. I further certify that property taxes levied for the preceding year against owner/taxpayer showing above have also been paid in full; have been paid for the first half of the preceding year or that satisfactory evidence has been presented to this office that said owner/taxpayer had no taxable property for the preceding year;

OR

Tax Clearance Not Granted Entity _____

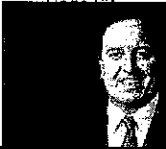
Tax Clearance Not Granted Entity _____

Tax Clearance Not Granted Entity _____

JACKSON COUNTY, Missouri on this date: _____ by _____
Purchasing Agent/Mgr/ County Designee

JOHNSON COUNTY, Kansas on this date: 06/28/2024 by *Clara Z...*
County Treasurer/Designee

UNIFIED GOVERNMENT / KC, KS on this date: _____ by _____
Contract Compliance Officer/Designee



John R. Ashcroft

Missouri Secretary of State

MISSOURI ONLINE BUSINESS FILING

- [MY ACCOUNT](#)
- [HOME](#)
- [SEARCH](#)
- [MISC INFO](#)
- [UCC FILING](#)
- [Help](#)

Search for a Business Entity

Required Field *

Exact Match searches should include corporate designations (inc., llc, etc.) and punctuation.

We recommend you do not include these for other searches.

Search Business Name

Search for a Business Entity

Business Name * Phillips Hardy, inc.

Includes names Starting With

Only Active Corporations

SEARCH

Search Results as of 7/2/2024 2:57 PM

Change page:

Page 1 of 1, items 1 to 1 of 1.

Business Name	Charter No.	Type	Status	Created	Registered Agent Name
Phillips Hardy Inc.	00404159	Gen. Business - For Profit (Domestic)	Good Standing	12/7/1994	Hardy, Lee

Change page:

Page 1 of 1, items 1 to 1 of 1.



Statement of Qualifications

Description of bidder background:

Phillips Hardy Inc. has been in the construction business for decades, and we take great pride in our ability to evolve our business with industry changes. Phillips Hardy Inc. understands that maintaining strong core values and ties to our family roots creates the foundation for success. Hardy Holding Group president and founder, Lee Hardy, began his construction career with his family's general contracting business, Hardy's Inc. where he was a fourth-generation family member whose family roots laid the foundation for his passion and commitment to this business. In 2007, Lee Hardy partnered with Phillips Grading & Construction to evolve their company into Phillips Hardy Inc. Originally founded in 1967 as part of a farming operation, Phillips Grading and Construction incorporated in 1994, and developed its roots in drainage ditch construction, grading flood-damaged land, and levee construction. Over time, the company grew to construct many private projects, including both commercial sites and residential subdivisions as well as many public projects. In 2022, after many years of a successful partnership, Lee Hardy acquired the remaining shares of Phillips Hardy Inc. and subsequently formed Hardy Holding Group – the management company for Phillips Hardy Inc., and the newly formed Hardy Construction, founded officially in February of 2023. Lee Hardy and the rest of the talented team are excited to continue applying that passion and commitment that is rooted in the family histories of this company towards the evolution of the Hardy Holding Group and its role in building heavy civil projects across the Midwest. Phillips Hardy Inc.'s full project list has been included as a more detailed depiction of their project history.

Bidder's references:

1. **Name of reference company/client: City of St. Joseph, Missouri**
 - a. **Address of reference company/client:** 1100 Frederick Avenue, St. Joseph, Missouri 64501
 - b. **Reference contact name, phone, email:** Abe Forney – City of St. Joseph Public Works & Transportation Director; (816) 271-5324; aforney@stjosephmo.gov
 - c. **Title/Name of Service/Contract:**
 - i. 21-004J 13th Street Over Corby Parkway Bridge Replacement (CIP 220-145)
 - ii. 21-004D 22nd Street Over Corby Parkway Bridge Replacement (CIP 220-120)
 - iii. 21-004G Gene Field Over NE Parkway Bridge Replacement (CIP 220-135)
2. **Name of reference company/client: City of Jefferson, Missouri**
 - a. **Address of reference company/client:** 320 East McCarty Street, Jefferson City, Missouri 65101
 - b. **Reference contact name, phone, email:** David Bange – City Engineer; (573) 634-6433; dbange@jeffersoncitymo.gov
 - c. **Title/Name of Service/Contract:** 97621 Bicentennial Bridge
3. **Name of reference company/client: County of Clay, Missouri County Commission**
 - a. **Address of reference company/client:** 16 W. Franklin, Suite 16-B, Liberty, Missouri 64068
 - b. **Reference contact name, phone, email:** Patrick West – Purchasing Specialist II; (816) 407-3630; pwest@claycountymmo.gov
 - c. **Title/Name of Service/Contract:** BRO-B024(26) Bridge Replacement on NE 188th Street over New Hope Creek



Bidder's key personnel:

1. Name & title of key personnel: Phillip Raines – Senior Estimator, Project Manager

- **Education degree(s):** Bachelor of Science in Civil Engineering.
- **License(s)/Certification(s):** Obtained professional engineering license in 1999; OSHA10 certification.
- **Number of years' experience in area of service:** 30.
- **Key personnel's responsibility over past 12 months:** Identifies bidding opportunities for DOT & commercial paving projects; prepares estimates for DOT, commercial grading, & concrete paving projects of varying sizes; oversees bid submittals to DOT lettings & ensures DBE requirements are met; lead & assists with project management of multiple projects; reviews & approves project costs utilizing Trimble-VISTA software; prepares schedules and paperwork as needed for project management.
- **Proposed role & responsibilities for this contract:** Lead project estimator, provide assistance to project management.
- **List of projects & roles completed:**
 - MoDOT Saline County Rte EE/127 – Senior Estimator & Project Manager: \$2.3 million contract, work includes two bridge replacements over creeks.
 - NUCOR Steel Mill (Indiana) – Senior Estimator & Project Manager: \$8.6 million contract, work includes mass grading & site utility construction for mill expansion.
 - NUCOR Steel Mill (Kentucky) – Senior Estimator & Project Manager: \$31.7 million contract, work includes 2.5 cubic yards of dirt work & installation of storm sewer.
 - Clay County NE 188th Street Bridge Replacement – Senior Estimator & Project Manager: \$1.8 million contract, work includes demolition of existing bridge & subsequent replacement with slab-span bridge.

2. Name & title of key personnel: Jason Stastny – Senior Project Manager

- **Education degree(s):** Not applicable.
- **License(s)/Certification(s):** OSHA10 & OSHA30 certification.
- **Number of years' experience in area of service:** 32.
- **Key personnel's responsibility over past 12 months:** Collaborating with engineers, architects, & field operations to determine the specifications of projects; hiring, training, & developing project management staff; oversee construction projects, work quality expectations & schedule phases to ensure deadlines will be met; identify & implement new processes, technologies, & systems to streamline organizational processes; leads & assists with project management on multiple new projects.
- **Proposed role & responsibilities for this contract:** Lead project manager.
- **List of projects & roles completed:**
 - USACE Swope Park Levee – Lead Project Manager: \$15 million contract, work includes clearing & grubbing/stone placement, earthwork, levee & floodwall construction.
 - AECl Little Otter Creek Flood & Watershed Prevention – Lead Project Manager: \$14.4 million contract, work includes earthwork, utility installation, & providing flood control.
 - MoDOT Atchison County Rte 136 – Lead Project Manager: \$7.1 million contract, work includes resurfacing & shoulder improvements for 4.527 miles.



3. Name & title of key personnel: Andrew Killen, Estimator & Project Engineer

- **Education degree(s):** Bachelor of Science in Civil Engineering.
- **License(s)/Certification(s):** OSHA30 certification.
- **Number of years' experience in area of service:** 9.
- **Key personnel's responsibility over past 12 months:** Prepares estimates for DOT, commercial grading, & concrete paving projects of varying sizes; submits bids to DOT lettings & ensure DBE requirements are met; assists with project management of multiple projects; reviews & approves project costs utilizing Trimble-VISTA software; prepares schedules & paperwork as needed for project management.
- **Proposed role & responsibilities for this contract:** Assistance to project estimation and project management.
- **List of projects & roles completed:**
 - MoDOT Saline County Rte EE/127 – Project Engineer: \$2.3 million contract, work includes two bridge replacements over creeks.
 - MoDOT Cedar County Rte M/AA – Project Engineer: \$2.6 million contract, work includes two bridge placements over creeks.
 - MoDOT Cass County I-49 – Project Engineer: \$699,000.00 contract, work includes bridge deck replacement

4. Name & title of key personnel: Matthew Cover, General Superintendent

- **Education degree(s):** Not applicable.
- **License(s)/Certification(s):** OSHA10 & OSHA30 certification.
- **Number of years' experience in area of service:** 27.
- **Key personnel's responsibility over past 12 months:** Oversees multiple heavy highway & civil projects across multiple states; collaborates with project estimators & managers on future & existing projects to ensure profitability; provides assistance to project managers in creating efficient project schedules; coordinates with project superintendents & drivers on man-power & equipment needs.
- **Proposed role & responsibilities for this contract:** General Superintendent.
- **List of projects & roles completed:**
 - AECI Thomas Hill Cell 002 West Tie-In Installation – General Superintendent: \$5.6 million contract, work includes reclamation & bottom ash mitigation, installation of keyway in solid rock, & bringing in earth embankment in controlled lifts.
 - USACE Holt County #9 Levee Rehab – General Superintendent: \$718,349.00 contract, work includes levee construction.
 - NUCOR Steel Mill (Kentucky) – Project & General Superintendent: \$31.7 million contract, work includes 2.5 cubic yards of dirt work & installation of storm sewer.
 - USACE Turkey Creek, Missouri Interceptor – Project & General Superintendent: \$13.4 million contract, work includes dewatering, rock removal, & channel shaping of Turkey Creek.

5. Name & title of key personnel: Bobby (Robert) Holland, Bridge Superintendent

- **Education degree(s):** Not applicable.
- **License(s)/Certification(s):** OSHA10 & OSHA30 certification.
- **Number of years' experience in area of service:** 40.
- **Key personnel's responsibility over past 12 months:** Prepares daily safety talks & meetings; oversees & train foremen, operators, laborers, & general project operations;



work with project manager & project engineer to determine best methods & sequencing of construction; plans, coordinates, & budgets project activities.

- **Proposed role & responsibilities for this contract:** Project Superintendent.
- **List of projects & roles completed:**
 - MoDOT Saline County Rte EE/127 – Project Engineer: \$2.3 million contract, work includes two bridge replacements over creeks.
 - Clay County NE 188th Street Bridge Replacement – Senior Estimator & Project Manager: \$1.8 million contract, work includes demolition of existing bridge & subsequent replacement with slab-span bridge.
 - Bicentennial Bridge of Jefferson City, Missouri – Project Superintendent: \$3.7 million contract, work includes construction of pedestrian/bicycle bridge from State Capitol grounds to Missouri river front.
 - MoDOT Macon County Route D/DD – Project Superintendent: \$2.5 million contract, work includes two bridge replacements.

Bidder's proof of financial responsibility:

Please see the attached evident of prequalification with the Missouri Department of Transportation, in lieu of certified financial statements & reports.

Bidder's plan of action:

Phillips Hardy Inc. has been awarded & completed multiple projects through-out the greater Kansas City area, and holds an office location in Liberty, Missouri. With maintained relationships with Kansas City area unions & workforces, PHI will be able to easily mobilize to the project site and successfully sustain the role as General Contractor of this contract.

Bidder's Certificate of Compliance:

Please see the attached email confirmation from the Jackson County Compliance Review Office that our application has been received to be issued a Certificate of Compliance.



Missouri Department of Transportation
Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

October 6, 2023

Phillips Hardy, Inc.
2601 Bernadette Place
Columbia, MO 65203

Dear Sir or Madam:

This is to acknowledge receipt of your Contractor Questionnaire. As set forth in 7 CSR 10-15, your firm has been approved to bid as a prime contractor on highway projects **of any dollar amount**. The questionnaire submitted will be retained on file for one year, and will expire on 9/30/2024.

The Missouri Highways and Transportation Commission (the Commission) does not issue a gross qualification figure to prospective bidders. The lowest, responsive, responsible bidder for each project is determined by the Commission. The Commission reserves the right to reject any and all bids.

You have been assigned contractor vendor number **0010825**, to be used in the bidding process with MoDOT. In order to submit a bid on MoDOT road and bridge projects, you must have an active Bid Express account and a digital ID. Establishing a digital ID with Bid Express may take up to a week. A bidder must also download the current version of Expedite Bid software and the electronic bid submission (EBS) files from www.Bidx.com/mo/main.

All bidders are reminded that the Missouri Standard Specifications for Highway Construction Section 102 "Bidding Requirements and Conditions" includes important elements you should become familiar with prior to submitting a bid. Violation of this section is grounds to disqualify and reject bids by the Commission.

All successful bidders are required to remain in good standing with the Missouri Secretary of State to do business with the State of Missouri to be eligible to receive a contract for execution and during the performance of the contract.

MoDOT requires all successful bidders to be registered in MissouriBUYS. Registration with MissouriBUYS ensures prompt payment and allows vendors to update important information such as address changes or banking information. In addition, registration in MissouriBUYS allows contractors to view other bid opportunities with the State of Missouri. <https://missouribuys.mo.gov/registration>

Please note that MoDOT road and bridge bidding opportunities remain located in MoDOT's Online Plans Room. <https://www.modot.org/modot-online-plans-room>

If you have any questions pertaining to filing questionnaires or to expiration dates, please call Jennifer Smith at 573-751-8305.

Sincerely yours,

Brandi Baldwin, P.E.
State Construction and Materials Engineer



Our mission is to provide a world-class transportation system that is safe, innovative, reliable and dedicated to a prosperous Missouri.

www.modot.org

Cassie McDonald

From: Jackson County Compliance Review Office <compliance@jacksongov.org>
Sent: Friday, June 21, 2024 4:28 PM
To: Cassie McDonald; compliance@jacksongov.org
Subject: Certificate of Compliance Application Received Phillips Hardy Inc.

You don't often get email from compliance@jacksongov.org. [Learn why this is important](#)

Caution: This email originates from outside of your organization.

The Jackson County Compliance Review Office has received your application for a Certificate of Compliance. Your application will be reviewed, and you will receive a response in the coming days.

Sincerely,

Jackson County Compliance Review Office
compliance@jacksongov.org

CONTRACT AGREEMENT

THIS AGREEMENT, is made and entered into by and between, Jackson County, Missouri, Party of the First Part and hereinafter called the Owner, and

PHILLIPS HARDY, INC.

a MISSOURI CORPORATION Party of the Second Part and hereinafter called the Contractor,

WITNESSETH

THAT WHEREAS, in accordance with law, the Owner has caused contract documents to be prepared and Invitation to Bid No. 24-037 for Jackson County Project: **Construction Services for the Buckner Tarsney Road Bridge Replacement Over Fire Prairie Creek, JCPW Project No. 3228**, and

WHEREAS, the Contractor, in response to the Invitation to Bid, has submitted to the Owner, in the manner and at the time specified, a sealed bid in accordance with the terms of the Invitation to Bid, and

WHEREAS, the Owner, in the manner prescribed by law, has opened, examined, and canvassed the Bid submitted, and has determined the aforesaid Contractor to be the lowest and best bidder for the work and has duly awarded to the said Contractor, a contract therefor, for the sum or sums named in the Contractor's Bid, a copy thereof being attached to and made a part of this contract.

NOW THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties to these presents have agreed and hereby agree, the Owner for itself and its successors, and the Contractor for itself, or themselves, and its, or their successors and assigns, and its, or their executors and administrators, as follows:

ARTICLE I. That the Contractor shall: (a) furnish all tools, equipment, supplies, superintendence, transportation, and other construction accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good, substantial, and professional manner and in accordance with the requirements, stipulations, provisions, and conditions of the Contract Documents as defined, which are incorporated herein by reference as if fully set forth. The Contract Documents consist of all the of the following:

1. This Agreement
2. Performance Bond (together with power of attorney)
3. Introduction
4. Question Procedure
5. Bidding Requirements
6. Award Requirements
7. Specifications
8. Attachments
9. Required Submittal with your Bid
10. Purchasing Information – Attachment C
 - a. General Terms and Conditions
 - b. Certificate of Compliance Notice
 - c. Insurance Requirements
 - d. State of Missouri Wage Determinations
11. Purchasing Forms – Attachment D
 - a. Affidavit
 - b. Acknowledgement of Addenda

CONTRACT AGREEMENT (cont.)

- c. Exhibit F Bidder's Exceptions to Specifications of Invitation to Bid
 - d. MBE/WBE/VBE Participation Affidavit
 - e. Responsible Bidder Affidavit
 - f. Excel Spreadsheet Bid Form – Attachment B
12. Public Works Information
- a. Engineers Plan Sheets for Buckner Tarsney Road Bridge Replacement from Olsson - Attachment A
 - b. Registered Truck Driver Ordinance – Attachment G
 - c. Geotechnical Report by Olsson – Attachment H
 - d. U.S. Army Corps of Engineers – KC District 404 and Nationwide Permit – Attachment I
13. Proposed Work
14. Local Conditions Affecting Work
15. Equipment Questionnaire
16. List of Contracts on Hand
17. Liquidated Damages
18. Safety Training
19. OSHA Ten Hour and 30 Hour Training Requirements
20. Performance and Payment Bond
21. Maintenance Bond
22. Bid Evaluation
23. Project Award
24. Public Works Forms – Attachment F
- a. Substitution Request
 - b. Equipment Questionnaire
 - c. List of Contracts on Hand
 - d. Annual Worker Eligibility Verification Affidavit
 - e. List of Intended Subcontractors
 - f. OSHA Certifications Affidavit
 - g. Sample Contract Agreement
25. Public Works General Conditions – Attachment E
26. Public Works Special Conditions – Attachment E
27. Public Works Technical Specifications – Attachment E

As included in the bid documents said documents forming the Contract Agreement and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the Owner's official award of this Contract to the said Contractor, such award being based on the acceptance of the Owner of the Contractor's Bid.

ARTICLE II. That the Owner shall pay to the Contractor for the performance of the work embraced in this contract, and the Contractor will accept as full compensation therefore, the sum (subject to adjustment as provided by the contract) of

One Million, Three Hundred Forty-Seven Thousand, Ninety-Nine Dollars and 00 Cents

(\$ 1,347,099.00) for all work covered by and included in the contract award and designated in the foregoing Article I; payment thereof to be made in cash or its equivalent, in the manner provided in the General Conditions.

CONTRACT AGREEMENT (cont.)

ARTICLE III. That the Contractor shall start work within ten (10) days following the date stipulated in a written order from the Owner to proceed with the work to be performed hereunder, and that the Contractor shall complete the work within the number of days, after the authorized starting date, stipulated in the attached Proposal.

ARTICLE IV. That the Contractor expressly warrants that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or produce the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith any brokerage, commission, or percentage upon the amount receivable by them here-under; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage, and that all monies payable to them hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. Contractor further agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the Owner and that the Owner may retain to its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid, or agreed to be paid. The Owner agrees to pay the Contractor in the manner and in the amount provided in the said specifications and Bid.

CONTRACT AGREEMENT (cont.)

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Resolution No. 21697

of August 19, 2024, these presents to be executed in its behalf by its duly authorized agent, and the said Party of the Second Part has hereunto set its hand and seal.

Recommended by:



Brian Gaddie, P.E.
Director of Public Works

10.2.24

Date

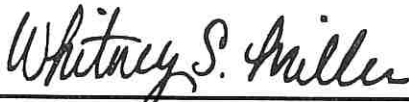


Frank White, Jr.
County Executive

10.3.24

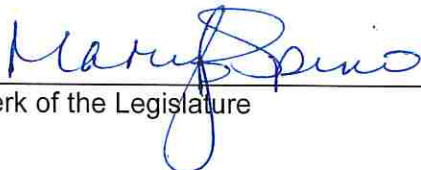
Date

Approved to form this 8th day of October, 2024.



County Counselor

Attest:



Clerk of the Legislature



By:



Second Party (Contractor)

Attest:



Bond NO. 674215955



PERFORMANCE BOND

Project Number 3228
JCMO Invitation to Bid Number 24-037
Project Title: Construction Services for the Buckner Tarsney Road Bridge Replacement Over Fire Prairie Creek

KNOW ALL MEN BY THESE PRESENTS: That

Phillips Hardy, Inc., as PRINCIPAL (CONTRACTOR), and
Liberty Mutual Insurance Company, (SURETY), licensed to do business as such

in the State of Missouri, hereby bind themselves and their respective heirs, executors, administrators, successors, and assigns unto Jackson County, Missouri, a constitutionally home rule chartered governmental organization, (COUNTY), as Obligee, in the penal sum of

One Million, Three Hundred Forty-Seven Thousand, Ninety-Nine Dollars and 00 Cents

(\$ 1,347,099.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered a Contract with COUNTY

for Construction Services for the Buckner Tarsney Road Bridge Replacement Over Fire Prairie Creek which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if CONTRACTOR shall promptly and faithfully perform said Contract including all duly authorized changes thereto, according to all the terms thereof, including those under which CONTRACTOR agrees to pay legally required wage rates including the prevailing hourly rate of wages in the locality, as determined by the Department of Labor and Industrial Relations or by final judicial determination, for each craft or type of workman required to execute the Contract and, further, shall defend, indemnify, and hold harmless COUNTY from all damages, including but not limited to liquidated damages, loss and expense occasioned by any failure whatsoever of said CONTRACTOR and SURETY to fully comply with and carry out each and every requirement of the Contract, then this obligation shall be void; otherwise, it shall remain in full force and effect.

WAIVER. That SURETY, for value received, hereby expressly agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the Work to be performed thereunder, shall in any way affect the obligations of this Bond; and it does hereby waive notice of any such change, extension of time, or alteration or addition to the terms of the Contract or the Work to be performed thereunder.

IN WITNESS WHEREOF, the above parties have executed this instrument the ____ day of _____, 2024.



CONTRACTOR

Name, address and facsimile number of Contractor

Phillips Hardy Inc.
2601 Bernadette Place
Columbia, Missouri 65103
(573) 447-8074

I hereby certify that I have authority to execute this document on behalf of Contractor.

By: [Signature]
Title: President

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

Liberty Mutual Insurance Company
175 Berkeley Street
Boston, MA 02116
(866) 547-4883

I hereby certify that (1) I have authority to execute this document on behalf of Surety; (2) Surety has an A.M. Best rating of A- or better; (3) Surety is named in the current list of "Companies Holding Certificates of Authority as Acceptable Reinsuring Companies: as published in Circular 570 (most current revision) by the Financial Management Service, Surety Bond Branch, U.S. Department of the Treasury; and (4) Surety is duly licensed to issue bonds in the State of Missouri and in the jurisdiction in which the Project is located.


By: [Signature]
Title: Attorney In Fact
Date: _____

(Attach seal and Power of Attorney)

REVENUE CERTIFICATE

I hereby certify that there is a balance otherwise unencumbered to the credit of the appropriation to which this contract is chargeable, and a cash balance otherwise unencumbered in the treasury from which payment is to be made, each sufficient to meet the obligation of \$ 1,347,099.00, which is hereby authorized.

10-7-2024



Director of Finance

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount

FMS CONTRACT NUMBER ASSIGNED TO THIS

CONTRACT: SCON-10000840 DM

NOTICE TO CONTRACTORS

Under the laws of the State of Missouri, any changes made in this contract must be made in writing, approved of record by the County Legislature, Certified by the Manager, Division of Finance, and all made a matter of record before the County is liable therefore.

Manager, Division of Finance
Jackson County, Missouri

PUBLIC WORKS GENERAL CONDITIONS

GC-3 DEFINITIONS

Any word, phrase, or other expression defined in this paragraph GC-3 and used in these Contract Documents shall have the meaning herein given:

- a. "Contract" or "Contract Documents" shall include all of the documents and drawings Included in this Invitation to Bid.
- b. "Owner" shall mean the corporation (municipal or otherwise), board, district, or other political subdivision, company, or firm, who is named and designated as the "Party of the First Part" in the Contract Agreement hereto attached and for whom the work covered by this Contract is to be performed, acting through its duly authorized officers or agents."
- c. "Contractor" shall mean the corporation, company, partnership, firm, or individual, named and designated in the Contract Agreement as the "Party of the Second Part" and who has entered into this Contract for the performance of the work covered thereby, and its or their duly authorized agents and other legal representatives.
- d. "Engineer-Architect" or "A-E" shall mean the Director of the Jackson County Public Works Department, or authorized agent.
- e. "Inspector" shall mean the engineering, architectural or technical inspector or inspectors duly authorized by the Owner or Engineer-Architect, limited in each case to the particular duties entrusted to them.
- f. "Date of Contract" or words equivalent thereto shall mean the date written in the first paragraph of the Contract Agreement.
- g. "Day" or "days" unless herein otherwise expressly defined shall mean a calendar day or days of 24-hours each.
- h. "The Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this Contract, unless some other meaning is indicated by the context.
- i. "Plans" or "the plans" or "the Contract Plans" shall mean and include all:
 - (1) Drawings caused by the Owner for this Invitation to Bid.
 - (2) All drawings submitted by the successful bidder with their bid and by the Contractor to the Owner, when and as approved by the Engineer-Architect and
 - (3) All drawings submitted by the Owner or Engineer-Architect to the Contractor during the progress of the work as provided for herein.
- j. Whenever in these Contract Documents the words "as ordered," "as directed," "as required," "as permitted," "as allowed," or words or phrases of like import are used, it shall be understood that the order, direction, requirement, permission or allowance of the Owner and Engineer-Architect is intended.
- k. Similarly, the words "approved," "reasonable," "suitable," "acceptable," "properly," "satisfactory," or words of like effect and import, unless otherwise particularly specified herein, shall mean approved, reasonable, suitable, acceptable, proper, or satisfactory in the judgment of the Owner and Engineer-Architect.
- l. Whenever any statement is made in the Contract Documents concerning the expression "it is understood and agreed," or an expression of like import, such expression means the mutual understanding agreement of the parties executing the Contract Agreement of which these general conditions are a part.



GC-4 VERBAL STATEMENTS NOT BINDING

It is understood and agreed that the written terms and provisions of this agreement shall supersede all prior verbal statements of any and every official and/or other representative of the Owner, and such statements shall not be effective or be construed as entering into, or forming a part of, or altering in any way whatsoever, the written agreement.

GC-5 TITLES AND SUBHEADINGS

The titles or subheadings used in this Contract and on the Plans and drawings and in the technical specifications, are understood to be for convenience of reference only, and shall not be taken or considered as being a part thereof, or as having any bearing on the interpretation thereof.

GC-6 COPIES OF CONTRACT

The Contractor's Bid as submitted, Bond Form(s), and the Contract Agreement shall be prepared. Five (5) of these copies, each containing the Bond (or Bonds) properly executed and the Contract Agreement signed by the Contractor, shall be submitted to and signed by the Owner; two (2) of the copies so signed shall be delivered to the Contractor—one (1) for their surety company and one (1) to the Engineer-Architect. Two (2) copies shall remain with the Owner.

GC-7 SCOPE, NATURE, AND INTENT OF TECHNICAL SPECIFICATIONS AND PLANS

The said Technical Specifications and Plans are intended to supplement, but not necessarily duplicate each other, and together constitute one complete set of technical specifications and plans, so that any work exhibited in the one and not in the other, shall be executed just as if it had been set forth in both, in order that the work shall be completed according to the complete design or designs as decided and determined by the Engineer-Architect. Should anything be omitted from the technical specifications and plans which is necessary to clear understanding of the work, or should it appear various instructions are in conflict, then the Contractor shall secure written instructions from the Engineer-Architect before proceeding with the construction affected by such omissions or discrepancies. It is understood and agreed that the work shall be performed and completed according to the true spirit, meaning, and intent of the Contract, Technical Specifications and Plans. The Contractor's responsibility for construction covered by conflicting requirements, not provided for by addendum prior to the time of opening bids for the work represented thereby shall not extend beyond the construction in conformity with the cheaper of the said conflicting requirements. Any increase in cost of work required to be done in excess of the cheaper of the conflicting requirement will be paid for as extra work as provided for herein.

GC-8 FIGURED DIMENSIONS TO GOVERN

Dimensions and elevations shown on the plans shall be accurately followed, even though they differ from scaled measurements. No work shown on the plans, the dimensions of which are not indicated, shall be executed until the required dimensions have been obtained from the Engineer-Architect.

GC-9 CONTRACTOR TO CHECK PLANS AND SCHEDULES

The Contractor shall check all dimensions, elevations, and quantities shown on the Plans, and schedules given to them by the Engineer-Architect and shall notify the Engineer-Architect of any discrepancy between the Plans and the conditions on the ground, or any error or omission in Plans, or in the layout as given by stakes, points, or instructions, which they may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the Plans or Contract Documents, as full instructions will be furnished by the Engineer-Architect should such error or omission be discovered, and the Contractor shall carry out such instructions as if originally specified.



GC-10 DRAWINGS TO BE FURNISHED BY CONTRACTOR

The Contractor shall check and verify all field measurements and shall furnish/ all shop, fabrication, assembly, and other drawings required by the technical specifications; drawings of equipment and devices, offered by the Contractor for approval of the Engineer-Architect, in sufficient detail to adequately show the construction and operation thereof; drawings showing essential details of any changes in design of construction proposed, for consideration of the Owner, by the Contractor in lieu of the design or arrangement required by the Contract or any item of extra work thereunder; and all required special wiring and piping layouts. Not less than three (3) preliminary copies of each such drawing shall be submitted to the Engineer-Architect for their check and approval, together with the same number of copies of each drawing required by the Engineer-Architect to be revised. On final approval, the Engineer-Architect shall be furnished with a total of not less than two (2) copies, and more when required, of each drawing as finally approved; such number to include any copies of preliminary or revised drawings which are approved as submitted. After due approval by the Engineer-Architect, all such drawings shall become a part of the Contract Documents and the work or equipment shown thereby shall be in conformity

Contract Documents and the work or equipment shown thereby shall be in conformity therewith unless required by the Owner. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance, or device not fabricated or manufactured by the Contractor or their subcontractor, be purchased until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. The Engineer-Architect's check and approval of drawings submitted by the Contractor will be for, and will cover, only general conformity to the Plans and technical specifications and will not constitute a blanket approval of all dimensions, quantities, and details of the material or equipment shown nor shall such relieve the Contractor of their responsibility for errors contained in such drawings.

GC-11 APPROVED EQUAL

If the Contractor desires to substitute materials, appliances, equipment, etc., specified in the technical specifications, the Contractor shall request, in writing, an approval from the Engineer-Architect. Said materials; appliances, equipment, etc. can only be used as approved equal after receipt from the Engineer-Architect of written approval thereof. If the Engineer-Architect is not familiar with the products for which the Contractor desires approval as an equal, they will reserve the right to have the products submitted to an independent testing laboratory of their choosing, to determine if the substitute product is an equal. The costs of such tests shall be borne by the Contractor or the parties offering the product as an approved equal.

GC-12 OWNERSHIP OF DRAWINGS

All drawings, technical specifications and copies thereof furnished by the Engineer-Architect are their property. They are not to be used on other work, and, with the exception of the signed contract set, are to be returned to them on request, at the completion of the work.

GC-13 SAMPLES

The Contractor shall furnish for approval, with such promptness as to cause no delay in their own work or in that of any other Contractor, all samples as directed by the Engineer-Architect. The Engineer-Architect shall check and approve such samples, with reasonable promptness, only for conformance with the design concept of the project and for compliance with the information given in the Contract Documents. The work shall be in accordance with approved samples.



GC-14 CONTRACTOR TO FURNISH STAKES AND HELP

When the documents or technical specifications require that the Engineer-Architect perform staking, the Contractor shall furnish without charge, competent employees from their force and such tools, stakes, and other materials as the Engineer-Architect may require for the proper staking out of the work, and in making measurements and surveys, and in establishing temporary or permanent reference marks in connection with said work the Contractor shall perform all work necessary to locate all construction on the site for building projects. A registered land surveyor employed by the Contractor shall locate the building corners.

GC-15 LINES AND GRADES

All work done under this Contract shall be done to the lines, grades, and elevations shown on the Plans. The Contractor shall keep the Engineer-Architect informed, a reasonable time in advance, of the times and places at which they wish to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer-Architect and of delay to the Contractor. This paragraph applies to projects for which the Engineer-Architect is to make staking surveys and payment is on a unit price basis.

GC-16 WORK DONE WITHOUT LINES OR GRADES

Any work done without being properly located and established by base lines, offset stakes, bench marks, or other basic reference points located, established, or checked by the Engineer-Architect, may be ordered removed and replaced at the Contractor's cost and expense.

GC-17 PRESERVATION OF MONUMENTS AND STAKES

The Contractor shall carefully preserve all monuments, bench marks, reference points, and stakes, and in case of willful or careless destruction of the same will be charged with the resulting expense of replacement. The Contractor shall have no claim for damages or extension of time due to such destruction. In case of any permanent monuments, bench marks, section corner and quarter-section corner monuments which must be removed or disturbed during construction, the Contractor shall carefully protect and preserve the same until they have properly referenced for relocation and replacement. The Contractor shall furnish, at their own expenses, a duly qualified and Missouri licensed land surveyor to reference and reestablish, after completion of construction, with permanent markers as is normally used in these locations. The Contractor shall also furnish a certificate sealed by the land surveyor with a statement that the monument recovered was reset in the same location prior to final acceptance of the project by the Owner.

GC-19 CONTRACTOR'S OFFICE AT SITE OF WORK

During the performance of this Contract, the Contractor shall maintain a suitable office at or near the site of the work which shall be the headquarters of a representative authorized to receive drawings, instructions, or other communications or articles from the Owner or the Owner's agents; and any such communications given to the said representative, or delivered at the Contractor's office at the site of the work in their absence, shall be deemed to have been given to the Contractor.

GC-20 RESPONSIBILITY OF CONTRACTOR

The Contractor shall furnish all transportation, tools, equipment, machinery, and plant, and all suitable appliances, requisite for the execution of this Contract and shall be solely answerable for the same and for the safe, proper, and lawful construction, maintenance, and use thereof. They shall cover and protect their work from damage, and all injury to the same (before the completion and acceptance of this contract) shall be made good by them. The Contractor shall be solely answerable for all damage to the Owner or the property of the Owner, to other contractors or other employees of the Owner, to the neighboring premises, or to any private or personal property, due to improper, illegal, or negligent conduct of theirs or their subcontractors, employees, or agents in and about said work, or in the execution of the work covered by this Contract, or any extra work undertaken as herein provided, or to



any defect in, or the improper use of, any scaffolding, shoring, apparatus, ways, works, machinery, or plant.

GC-23 RELATIONS WITH OTHER CONTRACTORS

The Contractor shall cooperate with all other contractors who may be performing work on behalf of the Owner, and workmen who may be employed by the Owner, on any work in the vicinity of the work to be done under this Contract, and they shall so conduct their operations as to interfere to the least possible extent with the work of such contractors or employees. The Contractor shall promptly make good, at their own expense, any injury or damage that may be sustained by other contractors or employees of the owner at their hands. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and the employees of the Owner, in regard to their work shall be adjusted and determined by the Engineer-Architect. If the work of the Contractor is delayed because of any acts or omissions of any other contractor or contractors, the Contractor shall have no claim against the Owner on that account other than for an extension of time. When two or more contracts are being executed at one time in such a manner that work on one contract may interfere with that of another, the Engineer-Architect shall decide which contractor shall cease work and which shall continue, or whether the work on both contracts shall progress at the same time, and in what manner. When the territory of one contract is the necessary or convenient means of access for the transportation or movement of employees, materials, or appliances required for the execution of another contract, such privileges of access or any other reasonable privilege may be granted by the Engineer-Architect to the Contractor so desiring, to the extent and amount, in the manner, and at the time, which may be reasonably necessary.

GC-24 DEFENSE OF SUITS

In case any action at law or suit in equity is brought against the Owner or any of its officers or agents for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for any injury or damage caused by the negligence or alleged negligence, of the Contractor or their subcontractors, or their employees or agents, the Contractor shall indemnify and save harmless the Owner, and officers and agents of the Owner, of and from all losses, costs, damages, expenses, judgments, or decrees whatever arising out of such actions or suits as may be brought as aforesaid.

GC-25 METHODS OF OPERATION

The Contractor shall give to the Engineer-Architect full information in advance as to their Plans for carrying on any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment or any of their methods of executing the work, appear to the Engineer-Architect to be unsafe, inefficient, or inadequate to ensure the required quality, or rate of progress, of the work, they may order the Contractor to increase or improve their facilities or methods, and the Contractor shall promptly comply with such orders, but neither compliance with such orders nor failure of the Engineer-Architect to issue such orders shall relieve the Contractor from their obligations to secure the degree of safety, the quality of work, and the rate of progress required by this Contract. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of their plant, equipment, and methods. The approval by the Engineer-Architect of any plan or method of work proposed by the Contractor shall not relieve the Contractor of any responsibility therefor, and such approval shall not be considered as an assumption by the Owner, or any officer, agent, or employee thereof, of any risk or liability, and the Contractor shall have no claim under this Contract on account of the failure or inefficiency of any plan or method so approved. Such approval shall be considered, and shall mean that the Engineer-Architect has no objection to the Contractor's use or adoption, at their risk and responsibility, of the plan or method so proposed by the Contractor.

GC-26 SUGGESTION TO CONTRACTOR ADOPTED AT HIS OWN RISK

Any plan or method of work suggested by the Engineer-Architect, or other representative of the Owner, to the Contractor, but not specified or required, if adopted or followed by the Contractor in whole or in part, shall be used at the risk and responsibility of the Contractor, and the Engineer-Architect and the Owner will assume no responsibility therefor.

GC-27 AUTHORITY AND DUTY OF THE ENGINEER-ARCHITECT

It is mutually agreed by and between the parties to this Contract, that the Engineer-Architect shall inspect all work included herein. In order to prevent delays and disputes and to discourage litigation, it is further agreed by and between the parties to this Contract that the Engineer-Architect shall in all cases determine the amounts and quantities of the several kinds of work which are to be paid for under this Contract; that they shall determine all questions in relation to said work and the construction thereof; that they shall in all cases decide every question which may arise relative to the execution of this Contract on the part of said Contractor; that their decisions and findings shall be the conditions precedent to the right, of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Engineer-Architect render any decision or give any directions which, in the opinion of the Contractor, is not in accordance with the meaning and intent of this Contract, the Contractor may file with the Engineer-Architect within thirty (30) days, their written objection to the decision or direction so rendered. It is the intent of this agreement that there shall be no delay in the execution of the work, and the decision or directions of the Engineer-Architect as rendered shall be promptly carried out.

GC-28 INSPECTION

It is agreed by the Contractor that the Owner shall be and is hereby authorized to appoint or employ (either directly or through the Engineer-Architect) such architects, engineers, and inspectors as the Owner may deem proper, to inspect the materials furnished and the work performed under this Contract, and to see that the said materials are furnished, and the said work performed, in accordance with the Plans and technical specifications therefore. The Contractor shall furnish all reasonable aid and assistance required by the Engineer-Architect, or by the inspectors, for the proper inspection and examination of the work and all parts thereof. The Contractor shall regard and obey the directions and instructions of the Engineer-Architect, or any inspector so appointed, when the same are consistent with the obligations of this Contract and the Technical Specifications therefore, provided, however, that should the Contractor object to any order given by any subordinate architect, engineer, or inspector, the Contractor may make written appeal to the Engineer-Architect for their decision. Architects, engineers, inspectors and other properly authorized representatives of the Owner or Engineer-Architect shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of their employees shall be sufficient reason, if the Owner so decides, to annul the Contract. Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and technical specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at their own expense, and free of all expenses to the Owner, whenever so ordered by the Engineer-Architect, without reference to any previous oversight or error in inspection. The Engineer-Architect does not assume any responsibility for work or action of the Contractor.

If work on any project is subject to the approval of the Federal Highway Administration, representatives of the Missouri Highways and Transportation Commission and the Federal Highway Administration shall have access to the project for the purpose of inspecting and reviewing work being performed by any contractor or subcontractor on the project. Contractors and subcontractors shall maintain books, account, ledgers, invoices, drafts, documents, pages, and other business records pertaining to the performance of this project and shall require that such materials be available at the Contractor's field or permanent business offices at all reasonable times during the performance of the Contract and for

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three years from date of final FHWA voucher acceptance under the Contract, for inspection by authorized representatives of the Commission and/or the Federal Highway Administration.

GC-29 NO WAIVER OF RIGHTS

Neither the inspection by the Owner or any of the owner's officials, employees, or agents, nor any order by the owner for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the Owner or Engineer-Architect, nor any extension of time, nor any possession taken by the Owner or its employees, shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner, or any right to damages herein provided, or shall any waiver of any breach in this Contract be held to be a waiver of any other or subsequent breach.

GC-30 SUPERINTENDENCE OF WORK

The Contractor shall provide and maintain, continually on the site of the work during its progress, adequate and competent superintendent of all operations for and in connection with the work being performed under this Contract, either personal or by a duly authorized superintendent or other representative. The superintendent or other representative of the Contractor on the work, and who has charge thereof, shall be fully authorized to act for the Contractor and to receive whatever orders as may be given for the proper prosecution of the work, or notices in connection therewith.

GC-31 ORDERS TO CONTRACTOR'S AGENT

Whenever the Contractor is not present on any part of work where it may be desired to give directions, orders may be given by the Engineer-Architect or his representative, to, and shall be received and obeyed by, the superintendent or foreman who may have charge of the particular part of the work in reference to which such orders are given.

GC-32 PROTECTION OF PROPERTY AND PUBLIC LIABILITY

The Contractor shall assume full responsibility for the protection of all public and private property, structures, sewers, and utilities, both above and below ground, along, beneath, above, across, or near the site or sites of the work being performed under this Contract, or which are in any manner affected by the prosecution of the work or the transportation of employees or materials in connection therewith. Barriers shall be kept placed at all times to protect persons other than those engaged on or about the work from accident, and the Contractor will be held responsible for all accidents to persons or property through any negligence of themselves or their employees. The Contractor shall indemnify, defend, and save harmless the Owner against all damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of their operations in connection with this Contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the owner thereof. The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities. All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor. The Contractor shall satisfactorily shore, support, and protect any and all structures, and all pipes, sewers, drains, conduits, and other facilities, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the Plans or not.



GC-34 MODIFICATIONS AND ALTERATIONS

In executing the Contract Agreement, the Contractor agrees that the Owner shall have the right to make such modifications, changes, and alterations, as the Owner may see fit, in the line, grade, form, arrangements, dimensions, extent, or plan, of the work agreed to be done or any part thereof, or in the materials to be used therein, either before or after the beginning of construction thereof, without affecting the validity of the Contract and the performance, payment, and maintenance bond contained therein. Where any modification, change, or alteration increases the quantity of work to be performed and is within the scope of a fair interpretation thereof, such increase shall be paid for according to the quantity of the work actually done, either at unit prices included in the Contract, or, in the absence of such unit prices, as extra work. Modifications and alterations, which reduce the quantity of work to be done, shall not constitute a claim for damages or for anticipated profits on work involved in such reduction. The Engineer-Architect shall determine, on an equitable basis, the amount of:

- a. Credit due the Owner for Contract work not performed, as a result of modifications or alterations authorized hereunder, where the value of the omitted work is not fixed by unit prices in the Contract.
- b. Allowance to the Contractor for any actual loss incurred in connection with the purchase, delivery, and subsequent disposal of materials and equipment required for use on the work as originally planned but which could not be used in any part of the work as actually built.
- c. Any other adjustment of the contract amount where the method to be used in making such adjustment is not clearly defined in the Contract Documents. All orders for modifications, changes, or alterations in the work as herein provided shall be in writing, either by the Engineer-Architect under the authority of the Owner or by the Owner directly.

GC-35 EXTRA WORK

The term "extra work" as used in this Contract, shall be understood to mean and to include all work that may be required by the Engineer-Architect or Owner to be performed by the Contractor to accomplish any change or alterations in, or addition to, the work shown by the Plans, or required or reasonably implied by the technical specifications, which is not covered by the proposal and not otherwise provided under "Modifications and Alterations" herein. It is agreed that the Contractor shall perform all extra work under the direction of the Engineer-Architect, when and as so ordered in writing by the Engineer-Architect or Owner. When such extra work is ordered, it shall be paid for either by a lump sum or by unit prices mutually agreed upon by the Owner and Contractor in writing, or if such agreement cannot be made, on a force account basis, to be compensated in the following manner:

- a. Labor. For all labor and foreman in direct charge of the specific operations, the Contractor shall receive the rate of wage (or scale) agreed upon in writing before beginning work for each and every hour that said labor and foreman are actually engaged in such work. The Contractor shall receive the actual costs paid to, or in behalf of, employees by reason of subsistence and travel allowances, health and welfare benefits, pension fund benefits or other benefits, when such amounts are required by collective bargaining agreement or other employment contract generally applicable to the classes of labor employed on the work.
An amount equal to twenty percent (20%) of the sum of the above items will also be paid the Contractor.
- b. Bond Insurance and Tax. For property damage, liability, and workmen's compensation insurance premiums, unemployment insurance contributions and social security taxes on the force account work, the Contractor shall receive the actual cost, to which cost six percent will be added. The Contractor shall furnish satisfactory evidence of the rates paid for such bond, insurance, and tax.

- c. **Materials.** For materials accepted by the Engineer-Architect and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by him (exclusive of machinery rentals as hereinafter set forth), to which cost 15 percent will be added.
- d. **Equipment.** For any machinery or special equipment (other than small tools) including fuel and lubricants, plus transportation costs, the use of which has been authorized by the Engineer-Architect, the Contractor shall receive the rental rates agreed upon in writing before such work is begun for the actual time that such equipment is in operation on the work, to which rental sum fifteen percent (15%) will be added.
- e. **Miscellaneous.** No additional allowance will be made for general superintendent, the use of small tools, or other costs for which no specific allowance is herein provided.
- f. **Compensation.** The Contractor's representative and the Engineer-Architect shall compare records of the cost of work done as ordered on a force account basis.
- g. **Statements.** No payment will be made for work performed on a force account basis until the Contractor has furnished the Engineer-Architect with duplicate itemized statements of the cost of such force account work detailed as follows:
 - (1) Name, classification, date, daily hours, total hours rate, and extension for each laborer and foreman.
 - (2) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - (3) Quantities of materials, prices, and extensions.
 - (4) Transportation of materials.
 - (5) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
 - (6) Statements shall be accompanied and supported by received invoices for all materials used and transportation charges. However, if materials used on the force account work are not specifically purchased for such work but are taken from the Contractor's stock, then in lieu of the invoices the Contractor shall furnish an affidavit certifying that such materials were taken from their stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.The Contractor shall not begin any work for which price payments under classifications are not provided in the contract without first bringing the matter to the attention of the Engineer-Architect and no bills or charges for "Extra Work" will be allowed except for that ordered in writing before its execution.

GC-36 PROVISION FOR EMERGENCIES

Whenever, in the opinion of the Engineer-Architect, the Contractor has not taken sufficient precaution for the safety of the public or the protection of the work to be constructed under this contract, or of adjacent structures or property which may be injured by processes of construction on account of such neglect, and whenever, in the opinion of the Engineer-Architect, an emergency shall arise and immediate action shall be considered necessary in order to protect public or private, personal or property interests, then the Engineer-Architect, with or without notice to the Contractor, may provide suitable protection to the said interests by causing such work to be done and material to be furnished and placed as the Engineer-Architect may consider necessary and adequate. The cost and expense of such work and materials so furnished shall be borne by the Contractor, and, if the same shall not be paid on presentation of the bills therefore, such costs shall be deducted from any amounts due (or to become due) the Contractor. The performance of such emergency work under the direction of the Engineer-Architect shall in no way relieve the Contractor of responsibility for damages which may occur during or after such precaution has been duly taken by the Engineer-Architect.



GC-38 RIGHT OF OWNER TO TERMINATE CONTRACT

If the work to be done under this Contract shall be abandoned by the Contractor; or if this Contract shall be assigned by them otherwise than as herein provided; or if the Contractor should be adjudged a bankrupt, or if a general assignment of their assets be made for the benefit of their creditors, or if a receiver should be appointed for the Contractor or any of his property; or if at any time the Engineer-Architect shall certify in writing to the Owner that the performance of the work under this Contract is being unnecessarily delayed, or that the Contractor is willfully violating any of the conditions or covenants of this Contract or the technical specifications therefore, or that they are executing the same in bad faith or otherwise not in accordance with the terms of said Contract, or if the work be not substantially completed within the time to which such completion date may be extended; then the Owner may serve written notice upon the Contractor and their surety of said Owner's intention to terminate this Contract, and, unless within five (5) days after the serving of such notice upon the Contractor, a satisfactory arrangement be made for the continuance thereof, this Contract shall cease and terminate. In the event of such termination, the Owner shall immediately serve notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and complete the work, provided, however, that if the surety does not commence performance thereof within thirty (30) days from the date of said notice of termination, the Owner may take over the work and prosecute same to completion, by Contract or otherwise, for the account of the Contractor. The Contractor and his surety shall be liable to the Owner for any and all excess cost sustained by the Owner by reason of such prosecution and completion including compensation for additional architectural, engineering, managerial and administrative expense; and in such event the Owner may take possession of, and utilize in completing the Work, all such materials, equipment, tools, and plant as may be on the site of the work and necessary therefore.

GC-39 SUSPENSION OF WORK ON NOTICE

The Contractor shall delay or suspend the progress of the Work or any part thereof, whenever they shall be so required by verbal order of the Owner or Engineer-Architect at the moment it is issued. Said verbal order will be confirmed by written order at the request of the Contractor which shall note the time the verbal order was issued. The Contractor shall delay or suspend the progress for such periods of time as required to comply with directions issued by Owner or Engineer-Architect, provided that, in the event such delay or suspension of the progress of the Work, or any part thereof, the time for completion of the Work so suspended or delayed by such suspensions shall be extended for a period equivalent to the time lost; however, such order of the Owner or Engineer-Architect shall not otherwise modify or invalidate any of the provisions of this Contract. In the event that the work shall be stopped by order of the Owner or Engineer-Architect, any expense which, in the opinion and judgment of the Engineer-Architect, is caused thereby shall be paid by the Owner to the Contractor.

GC-40 LOSSES FROM NATURAL CAUSES

All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from unusual obstructions or difficulties, or any other natural or existing circumstance either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at their own cost and expense.

GC-41 LAWS AND ORDINANCES

The Contractor shall keep themselves fully informed of all existing and current regulations of the Owner and County, State and National laws which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. The Contractor shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify



the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

GC-42 SANITARY REGULATIONS

In general, the operations of the Contractor shall be in full conformity with all of the rules and regulations of boards and bodies having jurisdiction with respect to sanitation. The Contractor shall supply safe and sufficient drinking water to all of their employees. The Contractor shall obey and enforce all sanitary regulations and orders, and shall take precautions against infectious diseases and the spread of same.

GC-43 CHARACTER OF EMPLOYEES

The Contractor shall employ only employees, who are competent to perform the work assigned to them and (in the case of skilled labor), who are adequately trained and experienced in their respective trades and who do satisfactory work. In all cases, local labor shall be given preference when available. Whenever the Engineer-Architect shall notify the Contractor that any employee on the work is, in their opinion, incompetent, unfaithful, or disorderly, or who uses threatening or abusive language when on the work to any person representing the Owner, such employee shall be immediately discharged from the work and shall not be reemploy thereon except with the consent of the Engineer-Architect.

GC-44 SATURDAY, SUNDAY, HOLIDAY, AND NIGHT WORK

No work shall be done between the hours of 6:00 p.m. and 8:00 a.m., nor on Saturdays, Sundays, or legal holidays, without the written approval or permission of the Engineer-Architect in each case, except such work as may be necessary for proper care, maintenance, and protection of work already done or equipment, or in the case of an emergency. The Contractor may establish night work as a regular procedure, with the written permission of the Engineer-Architect. The Engineer-Architect, however, may revoke such permission, at any time if the Contractor fails to maintain at night, adequate equipment for the proper prosecution and control of the work, and all operations performed thereunder.

GC-45 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction condition, the Contractor shall confine their operations to work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality of efficiency thereof unless, by special means or precautions approved by the Engineer-Architect, the Contractor shall be able to perform the work in a proper and satisfactory manner.

GC-46 BEGINNING, PROGRESS, AND TIME OF COMPLETION OF WORK

The Contractor shall, within ten (10) days after being instructed to do so in a written notice from the Owner, commence the work to be done under this Contract; and the rate of progress shall be such that the work shall have been completed in accordance with the terms of the Contract on or before the termination of the construction period named in the bid, subject to any extension or extensions of such time made as hereinafter provided. The Contractor may be required to furnish the Engineer-Architect with a tentative schedule setting forth in detail the procedure they propose to follow, and giving the dates on which they expect to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer-Architect, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer-Architect shall direct or approve.

GC-47 HINDRANCES AND DELAYS

In executing the Contract Agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, they have taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in

securing materials or employees or otherwise. The Contractor shall make no charge for hindrances or delays from any cause during the progress of the work, or any portion thereof, embraced in this Contract, except as provided in "GC-39 Suspension of Work on Notice".

GC-48 EXTENSION OF TIME

Should the Contractor be delayed in the final completion of the Work by any act or neglect of the Owner or Engineer-Architect, or of any employee of either, or by any other Contractor employed by the Owner, or by strikes, fire, or other cause or causes outside of and beyond the control of the Contractor and which could have been neither anticipated nor avoided, then an extension of time sufficient to compensate for the delay shall be granted by the Owner provided, however, that the Contractor shall give the Owner, and the Engineer-Architect, within ten (10) consecutive days from the start of such delay, notice in writing of the cause of delay in each case. Extensions of time will not be granted for delays caused by unfavorable weather, unsuitable ground conditions, inadequate construction force, or the failure of the Contractor to place orders for equipment or materials a sufficient time in advance to ensure delivery when needed.

GC-49 LIQUIDATED DAMAGES

It is mutually understood and agreed by and between the parties to this Contract, in signing the agreement thereof, that time is of the essence of this Contract, and that in the event that the said Contractor shall fail in the performance of the work specified and required to be performed within the period of time stipulated therefor in the Contract agreement binding said parties, after due allowance for any extension or extensions of time which may be granted under the provisions of the preceding paragraph, the said Contractor shall pay unto the said Owner, as stipulated liquidated damages and not as a penalty, the sum indicated in the Special Conditions for each and every calendar day that the Contractor shall be in default. In case of joint responsibility for any delay in the final completion of the work covered by this Contract, where two or more separate contracts are in force at the same time and cover work on the same project and at the same site, the total amount of liquidated damages assessed against all contractors under such contracts, for any one (1) day of delay in the final completion of the work, will not be greater than the amount listed in Special Conditions, and the amount assessed against any one Contractor for one (1) day of delay will be based upon the individual responsibility of such Contractor for the aforesaid delay as determined by, and in judgment of the Owner. The Owner shall have the right to deduct said liquidated damages from any moneys in its hands, otherwise due, or to become due, to said Contractor, or to sue for and recover compensation for damage for nonperformance of this Contract at the time stipulated herein and provided for.

GC-50 TESTS OF MATERIALS OFFERED BY CONTRACTOR

All specified and required tests for approval of source of materials shall be made at the expense of the Contractor by a properly equipped laboratory of established reputation, whose work and testing facilities shall be approved by the Owner. Approval of materials based on acceptable tests will apply only while such materials as furnished equal or exceed the tested samples or test specimens in quality and minimum requirements. Any change in origin, method of preparation, or manufacture of such materials will require new tests and approval thereof. Reports of all tests shall be furnished to the Owner in as many certified counterparts as may be required by the said owner.

GC-51 TESTING OF COMPLETED WORK

Before final acceptance, all parts of the work shall be tested and each part shall be in good condition and working order and shall be placed in such condition and order, at the expense of the Contractor. All tests of completed work required under this Contract shall be made under the direction of the Engineer-Architect by and at the expense of the Contractor, whom shall repair at their own expense all damage resulting from the testing.



GC-52 REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon their failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the serving of a written notice from the Engineer-Architect ordering such removal, the condemned material or structures may be removed by the owner and the cost of such removal be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this Contract. No such rejected or condemned material shall again be offered for use by the Contractor under this or any other contract under this project.

GC-53 PLACING WORK IN SERVICE

If desired by the Owner, portions of the work may be placed in service when completed and the Contractor shall give proper access to the work for this purpose, but such use and operation shall not constitute an acceptance of the work, and the Contractor shall be liable for defects due to faulty construction until the entire work under this Contract is finally accepted and for a year thereafter as stipulated in paragraph GC-55.

GC-54 DISPOSAL OF TRASH AND DEBRIS

The Contractor shall not allow the site of the work to become littered with trash and waste materials but shall maintain the same in a neat and orderly condition throughout the construction period. The Engineer-Architect shall have the right to determine what is or is not waste material or rubbish and manner and place of disposal. On or before the completion of the work the Contractor shall (without charge) carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by them and shall remove all rubbish of every kind from the tracts or grounds which they have occupied and shall leave them in a first class condition.

GC-55 DEFECTIVE WORKMANSHIP AND MATERIALS

During a period of one (1) year from and after the date the final acceptance by the Owner of the work embraced by this Contract, the Contractor shall make all needed repairs arising out of defective workmanship or materials, or both, which, in the judgment of the Owner, shall become necessary during such period. If within ten (10) days after the mailing of a notice in writing to the Contractor, or their agent, the said Contractor shall neglect to make, or undertake with due diligence to make, the aforesaid repairs, the Owner is hereby authorized to make such repairs at the Contractor's expense providing, however, that in case of an emergency where, in the judgment of the Owner, delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor, and the Contractor shall pay the cost thereof.

GC-56 EQUIPMENT GUARANTY

All mechanical and electrical equipment and devices, and every part thereof, which are furnished by the Contractor under the terms of this Contract shall be guaranteed by the Contractor and their surety against defective workmanship, faulty design, mechanical and physical defects, leakage, breakage, and other damage or failure, under normal operation of the equipment and devices under specified conditions, for a period of one (1) year, unless specified in the Technical Specifications for a longer period from and after the date of acceptance thereof by the Owner, and each item of equipment or part thereof thus proving to be defective within the specified period of the guaranty shall be replaced (without cost to the Owner) by the manufacturer of the defective item of equipment, by the Contractor, or by their surety under the terms of the performance, payment and maintenance bond. This equipment guaranty shall also apply to, and shall include, any and all replacements of defective



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equipment or parts made thereunder, and the period of the guaranty of each such replacement shall be from and after the date of installation thereof.

GC-57 CLAIMS FOR LABOR AND MATERIALS

The Contractor shall indemnify and save harmless the Owner from all claims for labor and materials furnished under this Contract, or any alterations or modifications thereof, and shall furnish the owner with satisfactory evidence, when called for by it, and that all persons, firms, or corporations, who have done work or furnished materials under this Contract, for which the Owner may become liable under the laws of the State, have been fully paid or satisfactorily secured, and in case such evidence is not furnished, an amount necessary or sufficient, within the discretion of the Owner, to meet the claims of the persons, firms and corporations, aforesaid, in addition to any other moneys that are to be retained, as herein specified, from the money due the Contractor under this Contract, shall be retained until the liabilities aforesaid shall be fully discharged or satisfactorily secured.

GC-59 ESTIMATED QUANTITIES

The Contractor agrees that the quantities of work as stated in their Invitation to Bid, or indicated on the Plans, are accurate for the construction shown, and that during the progress of the work the Owner may find it advisable, and it shall have the right, to omit portions of the Work and to increase or decrease the quantities, and that the Owner reserves the right to add to or take from any items as may be deemed necessary or desirable. Under no circumstances or conditions will the Contractor be paid anything on account of anticipated profits upon the work or any portion thereof covered by this Contract, which has not actually entered into the construction of said improvements.

GC-60 MONTHLY ESTIMATES AND PAYMENTS

- a. Unit Price Contracts: On or about the first day of each month, the Engineer-Architect will make an approximate estimate of the value of the work done and unused materials delivered for, and stored on, the site of the work during the previous calendar month. The Contractor shall furnish to the Engineer-Architect such detailed information as requested to aid them as a guide in the preparation of monthly estimates.
- b. Lump Sum Contracts: On or about the first day of each month the Contractor shall submit to the Engineer - Architect an itemized application for payment, supported to the extent required by the Engineer-Architect by receipts or other vouchers, showing payments for materials and labor, payments to subcontractors and such other evidence of the Contractor's right to payment as the Engineer-Architect may direct. If payments are made on valuation of work done, the Contractor shall, before the first application, submit to the Engineer-Architect a schedule of values of the various parts of the work, including quantities, aggregating the total sum of the Contract, divided so as to facilitate payments to subcontractors in accordance with such forms as the Engineer-Architect and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness as the Engineer-Architect may direct. This schedule, when approved by the Engineer-Architect shall be used as a basis for Certificates for Payment, unless it is found to be in error. In applying for payments, the Contractor shall submit a statement based upon this schedule. If payments are made on account of materials not incorporated in the work but delivered and suitably stored at the site, or at some other location agreed upon in writing, such payments shall be conditioned upon submission by the Contractor of bills of sale or such other procedure as will establish the Owner's title to such material or otherwise adequately protect the Owner's interest including applicable insurance.
- c. Certification for Payments: On or about the 10th day of the month the Engineer-Architect shall submit payment estimates or certificates of payment to the Owner. After the Owner shall have approved each such estimate, the Owner shall pay to the Contractor ninety-five percent (95%)



of the amount of such estimated sum within thirty (30) days after receipt of payment certificate. If the Owner shall at any time fail to make the Contractor a monthly estimate at the time herein specified, such failure shall not be held to vitiate or void this Contract.

GC-61 LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as they have knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify themselves against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all moneys that the latter may be compelled to pay in discharging such a lien, including all costs and a reasonable attorney's fee.

GC-62 COMPLETION AND ACCEPTANCE OF WORK

The Contractor shall make final corrections promptly as instructed and/or listed in writing by the Engineer-Architect. Upon completion of the work the Engineer-Architect shall satisfy themselves, by examination and test, that the work has been finally and fully completed in accordance with the Plans, Technical Specifications, and Contract and report such completion to the Owner.

GC-63 FINAL ESTIMATE AND PAYMENT

After official approval and acceptance of the work by the Owner, the Engineer-Architect shall be authorized to prepare a final estimate of the work done under this Contract and the value thereof. Such final estimate shall be submitted to the Owner within ten (10) days after its preparation has been authorized as aforesaid, and the Owner shall within thirty (30) days after said final estimate is made and certified, pay the entire sum found to be due hereunder, after deducting all amounts to be kept and retained under any provision of this Contract. All prior estimates and payments shall be subject to correction in the final estimate and payment, but in the absence of error or manifest mistake, it is agreed that all estimates, when approved by the Owner, shall be conclusive evidence of the work done and materials furnished.

GC-64 RELEASE OF LIABILITY

The acceptance by the Contractor of the last payment shall operate as, and shall be, a release to the Owner and every officer and agent thereof, from all claims and liability to the Contractor for anything done or furnished for, or relating to the work, or for any act or neglect of the Owner or any person relating to or affecting the work, and following such acceptance, no persons, firm, or corporation, other than the signer of this Contract as Contractor, will have any interest hereunder, and no claim shall be made or be valid, and neither the Owner nor any employee or agent thereof shall be liable or be held to pay any money, except as herein provided.

GC-65 CLAIMS FOR ADJUSTMENT AND DISPUTES

If for any reason the Contractor deems that additional compensation is due to them for work or materials not clearly provided for in the Contract, Plans, or Technical Specifications, or previously authorized as extra work, they shall notify the Engineer in writing of their intention to claim such additional compensation before they begin the work on which they base the claim. If such notification is not given or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation.



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Such notice by the Contractor and the fact that the Engineer has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim.

When the work, on which the claim for additional compensation is based, is work that has been completed, the Contractor shall, within fifteen (15) calendar days after completion of the work in question, submit their written claim to the Engineer who will present it to the Owner for consideration. Claims submitted at times other than those herein specified will not be considered. Each notice of claim shall contain an itemized statement showing completely and fully the items and amounts forming the basis of the claim.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

GC-67 HOMELAND SECURITY AFFIDAVIT

As a condition for the award of any contract or grant in excess of five thousand dollars (\$5,000) by the County to a business entity, the business entity shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall also sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. Any entity contracting with the County shall only be required to provide the affidavits required in this subsection to the County on an annual basis.

GC-68 SAFETY TRAINING REQUIREMENT FOR ALL ON-SITE EMPLOYEES

The Contractor to whom the Contract is awarded and any subcontractor under such Contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA, or a similar program approved by the department which is at least as stringent as an approved OSHA program. In addition, all Supervisors shall have completed a 30-hour OSHA construction safety program. All employees are required to complete the program within sixty (60) days of beginning work on such a construction project. The Contractor shall provide certification of compliance with this condition following the award of the contract and before work commences on the project.

END OF SECTION



PUBLIC WORKS SPECIAL CONDITIONS

These Special Conditions constitute modifications, deletions and additions to the General Conditions (GC). Where any part of the General Conditions is so modified by these Special Conditions the unaltered provision shall remain in effect.

SC-1 SCOPE OF WORK (GC-1)

The work provided for in these specifications shall consist of furnishing all labor, materials, equipment, and other services necessary to construct the bridge on Buckner Tarsney Road over Fire Prairie Creek as described herein. Said work shall include but not be limited to: the General Contractor shall furnish all materials, equipment, tools and labor required to perform the following: 1. The demolition of the existing bridge & roadway as shown on the plans. 2. Preservation of the levees while completing the work. 3. Construction of a new bridge. 4. Reconstruct the driveway entrance to the baseball field. 5. Install guardrail. 6. Traffic Control. 7. All other incidental work in the most substantial and workmanlike manner for the new bridge, and do everything required by the Contract Documents as defined herein.

SC-6 COPIES OF CONTRACT (GC-6)

Six (6) copies of the contract documents will be prepared by the County. All copies will be submitted to the Contractor and the Contractor shall execute the Contract Agreements, insert executed copies of the required Performance Bonds, Certificate of Liability Insurances, Power of Attorney, and submit all copies to the County. THE DATE OF THE CONTRACT AGREEMENT AND BOND FORMS SHALL BE LEFT BLANK FOR FILLING IN BY THE COUNTY. The County will execute all copies, insert the date of contract on the Performance Bonds and Power of Attorney, retain four (4) copies, and forward two (2) copies to the Contractor, one of which should be forwarded to the surety company.

SC-7 SCOPE, NATURE AND INTENT OF SPECIFICATIONS AND PLANS (GC-7)

- A. All work on this project shall conform to the project drawings County Project No. 3228 Invitation to Bid No. 24-037 and to the Contract Documents.
- B. The work shall also conform to referenced standard drawings and to other drawings or information thereto as may be furnished by the Owner prior to the opening of the bids or during construction.
- C. The "Missouri Standard Specifications for Highway Construction", 2023, third edition (January 2024) plus quarterly supplements as published by the Missouri Department of Transportation (MoDOT) are hereby incorporated into the Contract Documents:
- D. All work shall be in accordance with the Technical Specifications incorporated into this Project Manual except where a conflict occurs. Should any conflict arise in the Contract Documents, Standard Specifications or Plans the following order of precedence shall be used:
 - 1. Plans – or Appendix sheets
 - 2. Technical Specifications
 - 3. Special Conditions

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4. General Conditions

- E. The Contractor, Subcontractors, and fabricators shall be in compliance with all Local, State and Federal regulations.

SC-9 CONTRACTOR TO CHECK PLANS AND SCHEDULE (GC-9)

Modify GC-9 as follows:

- (1) The Contractor shall submit a proposed progress schedule for all work in the Contract. Scheduling shall provide for the least practical inconvenience to the traveling public and to the residents along the project.

- (2) The construction schedule shall be in a form approved by the Owner and shall include at least the following information for each significant work item:

1. Beginning date.
2. Scheduled percentage of completion at the end of each calendar month.
3. Ending date.

The schedule shall also show the scheduled percentage complete for the entire contract at monthly intervals.

- (3) The Owner will review the proposed progress schedule and may require the Contractor to revise it if, in the Owner's judgment, changes are required to accurately reflect the scheduled progress of the work or provide for completion of the project within the contract time. The revised schedule shall be submitted to the Owner for his approval within fourteen (14) days of notification to the Contractor that a revised schedule is required.
- (4) The Contractor will be required to revise his original approved progress schedules any time actual progress of the Work on the Contract lags the schedule progress by fifteen percent or more. A revised schedule shall be submitted to the Owner for his approval within fourteen (14) days of written notification to the Contractor that a revised schedule is required.
- (5) Prior to the beginning or during the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and the affected work is performed.
- (6) Upon written notification the County will investigate the conditions and if they determine that the conditions materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment will be made and the contract modified in writing accordingly. The County will notify the Contractor of their determination whether or not an adjustment of the Contract is warranted.

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- (7) No contract adjustment, which results in a benefit to the Contractor, will be allowed unless the Contractor has provided the required written notice.

SC-12 OWNERSHIP OF DRAWINGS (GC-12)

General Conditions GC-12 is modified as follows:

All drawings, specifications, calculations, electronic files and copies developed by the Contractor and/or their subcontractors for components of the project are the property of the County. They are not to be used on work unrelated to this project, and, with exception of the Contractor's signed contract sets, are to be returned to the County on request, upon completion of the work.

SC-14 CONTRACTOR TO FURNISH STAKES AND HELP (GC-14)

The Contractor shall provide all construction staking and shall supply all equipment, materials and competent manpower necessary to accurately complete the work. No construction shall commence without the approval of the County construction staking. The contractor shall notify the County in writing of any and all discrepancies with the staking. Any modifications shall be approved by the County. Direct payment will be made for construction staking. See Technical Specifications of this contract for "Contractor Furnished Surveying & Staking" paid as one Lump Sum.

SC-15 WORK DONE WITHOUT LINES OR GRADES (GC-15)

Add the following to GC-15

- A. The Engineer has established control points and benchmarks in a preliminary survey, which are shown on the construction plans for reference in layouts and staking of the work.
- B. The Contractor shall furnish competent surveyors to lay out and stake all of the work from control points and benchmarks shown on the plans, and make all measurements and elevation determinations required for construction of all work in this contract. The detailed staking shall be to the satisfaction of the Engineer.
- C. The Contractor shall be responsible for the cost of re-establishing control points and benchmarks, which may have been placed by the Engineer and are damaged or in any way disturbed by the Contractor's operations.
- D. At the locations indicated on the drawings, the Contractor, by using a Missouri Registered Land Surveyor, shall establish suitable reference points from which these control points may be accurately re-established following construction. These reference points shall be carefully preserved during construction.
- E. Direct payment will be made for construction staking. See Technical Specifications of this contract for "Contractor Furnished Surveying & Staking" paid as one Lump Sum.

SC-19 CONTRACTOR'S OFFICE AT SITE OF WORK (GC-19)

General Conditions GC-19 is modified by adding the following:

- (1) **The Contractor is not required to have a field office at the project site** and no provisions have been made by the County for the field office or shops. A laydown and storage area has been secured for the Contractor to make use of on the project, located northeast of the bridge. However, if desired, the Contractor may, on his own initiative, provide for any or all of the above

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items and secure additional areas for laydown and storage. The Contractor may store a limited amount of material and equipment in the ROW area.

- (2) **No direct payment will be made for the Contractor's office, shops or storage areas.**
- (3) Common-Use Field Office: Of sufficient size to accommodate needs of County, Engineer and construction personnel office activities and to accommodate Project meetings. Keep office clean and orderly.
- (4) Storage and Fabrication Sheds: None allowed on site. Use interior space as approved by the County only as necessary.

SC-20 RESPONSIBILITY OF CONTRACTOR (GC-20)

General Conditions GC-20 is modified by adding the following:

Modify GC-20, Responsibility of Contractor, by adding the following:

- A. SITE PLAN: Show temporary facilities, utility hookups, staging areas, and parking areas for construction personnel.
- B. FIRE-SAFETY PROGRAM: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate Contractor personnel responsible for management of fire prevention program.
- C. The Contractor shall take the necessary precautions to keep loose aggregate, mud and debris from being deposited onto open lanes of the existing, or offsite, paving during construction operations. Should aggregate mud and debris become deposited upon such open lanes of existing paving, the Contractor shall promptly remove it at no additional cost to the County.
- D. Before the work will be accepted by the County, the Contractor shall be required to remove all aggregate and debris resulting from his operation, which also includes cleaning of streets, ditches, creeks, and driveways of earth, sod or other objectionable material and shall dispose of such debris off the project. This cleanup shall be limited to the project limits.
- E. It is the responsibility of the Contractor to coordinate all removal and construction activities with Utility Owners.
- F. The Contractor at their sole cost and expense will provide all potable and non-potable water, power, and telephone service required along the project route in connection with the work to be performed.
- G. All power for lighting, operation of the Contractor's equipment, or for any other use by the Contractor, shall be provided by the Contractor at their sole cost and expenses.
- H. TESTS AND INSPECTIONS: Arrange for authorities having jurisdiction to test and inspect each temporary and permanent utility before use. Obtain required certifications and permits.
- I. TEMPORARY USE OF PERMANENT FACILITIES: Engage Installer of each permanent service to assume responsibility for operation, maintenance, and protection of each permanent service during its use as a construction facility before Owner's acceptance, regardless of previously assigned responsibilities.
- J. Locate facilities within the building where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.

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K. TELEPHONE SERVICE: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line(s) for each field office.

- a. Provide additional telephone lines for the following:
 - i. Provide a dedicated telephone line for each facsimile machine in each field office.
- b. At each telephone, post a list of important telephone numbers.
 - i. Police and fire departments.
 - ii. Ambulance service.
 - iii. Contractor's home office.
 - iv. Contractor's emergency after-hours telephone number.
 - v. Engineers' offices.
 - vi. Owner's office.
 - vii. Principal subcontractors' field and home offices.
- c. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

L. DEWATERING FACILITIES AND DRAINS: Comply with requirements of authorities having jurisdiction. Maintain Project site, excavations, and construction free of water.

- a. Dispose of rainwater in a lawful manner that will not result in flooding Project or adjoining properties or endanger permanent Work or temporary facilities.
- b. Remove snow and ice as required to minimize accumulations.

M. WASTE DISPOSAL FACILITIES: Provide waste-collection containers in sizes adequate to handle waste from construction operations. Comply with requirements of authorities having jurisdiction.

N. SECURITY AND PROTECTION FACILITIES INSTALLATION

- a. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- b. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction as required to comply with environmental regulations and that minimize possible air, waterway, and subsoil contamination or pollution or other undesirable effects.
- c. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- d. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

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- e. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather-tight enclosure for building exterior.
 - i. Where heating or cooling is needed and permanent enclosure is not complete, insulate temporary enclosures.
- f. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire prevention program.
 - i. Prohibit smoking at Project site.
 - ii. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.
 - iii. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

O. MOISTURE AND MOLD CONTROL

- a. Contractor's Moisture Protection Plan: Avoid trapping water in finished work. Document visible signs of mold that may appear during construction.

P. OPERATION, TERMINATION, AND REMOVAL

- a. Supervision: Enforce strict discipline in use of temporary facilities. To minimize waste and abuse, limit availability of temporary facilities to essential and intended uses.
- b. Maintenance: Maintain facilities in good operating condition until removal.
 - i. Maintain operation of temporary enclosures, heating, cooling, humidity control, ventilation, and similar facilities on a 24-hour basis where required to achieve indicated results and to avoid possibility of damage.
 - ii. Temporary Facility Changeover: Do not change over from using temporary security and protection facilities to permanent facilities until Substantial Completion.
 - iii. Termination and Removal: Remove each temporary facility when need for its service has ended, when it has been replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with temporary facility. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.
 - 1. Materials and facilities that constitute temporary facilities are property of Contractor.
 - 2. At Substantial Completion, repair, renovate, and clean permanent facilities used during construction period.

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Q. TEMPORARY TRAFFIC CONTROL:

1. Flagging and traffic control signing shall be in accordance with the contract documents and the MUTCD. It shall be the contractor's responsibility to check the traffic control devices each evening to make sure they are in place before leaving the jobsite.
2. As an obligation of the contract, the Contractor shall sign all road closures and establish such detours as needed and as approved by the County and City of Buckner, where applicable.
3. **Direct payment will be made for Traffic Control. See Technical Specifications of this contract for "Traffic Control" as one Lump Sum.**
3. Additionally the Contractor shall install proper signage to warn motorists of loose gravel and oil.
4. All personnel utilized in traffic control shall be fluent in English. Fluency shall be as determined by the Engineer in the Field Personnel not meeting this requirement shall not be utilized in the work.
5. Additionally drivers operating vehicles or equipment on public roads shall possess valid driver's licenses issued in the United States. The driver's license must be appropriate to the vehicle they are operating.

R. WATER, POWER AND SANITATION:

- (1) Arrange with utility company and Owner for time when service can be interrupted, if necessary, to make connections for temporary services. Contractor must secure all necessary permits to cut and/or cap all utilities including water, gas, electricity, and sewer; contact Missouri One Call System (1-800-344-7483 (DIG-RITE) and coordinate identification of all underground utilities; and consult with Evergy to coordinate the protection of power lines adjacent to the building.
- (2) Water: All water required for the project in connection with the work to be performed will be provided by the Contractor at their sole cost and expense. If the project is performed during the Winter, the Contractor at their expense will provide all water required along the project route in connection with the work to be performed.
Contractor shall coordinate with Public Water Supply District No. 16 prior to start of construction.
- (3) Power: All power for lighting, operation of the Contractor's equipment, or for any other use by the Contractor, shall be provided by the Contractor at their sole cost and expense.
- (4) Sanitation: The Contractor and subcontractor shall provide sanitary facilities at the job site.
- (5) The Contractor is to note that there is utilities on the project site, see Construction Plan sheets.

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S. RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- (1) General: Recycle paper and beverage containers used by on-site workers.
- (2) Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall be shared equally by Owner and Contractor.
- (3) Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical according to approved construction waste management plan.
 - i. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - ii. Inspect containers and bins for contamination and remove contaminated materials if found.
 - iii. Stockpile processed materials on-site without intermixing with other materials.
 - iv. Remove recyclable waste from Owner's property and transport to recycling receiver or processor.

T. RECYCLING DEMOLITION WASTE

- a. Wood Materials: Sort and stack members according to size, type, and length. Separate lumber, engineered wood products, panel products, and treated wood materials.
- b. Metals: Separate metals by type.
 - i. Structural Steel: Stack members according to size, type of member, and length.
 - ii. Remove and dispose of bolts, nuts, washers, and other rough hardware.
 - iii. Piping: Reduce piping to straight lengths and store by type and size. Separate supports, hangers, valves, sprinklers, and other components by type and size.
 - iv. Conduit: Reduce conduit to straight lengths and store by type and size.

U. DISPOSAL OF WASTE

- a. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
 - i. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
 - ii. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- b. Burning: Do not burn waste materials.

V. DISPOSAL: Remove waste materials from Owner's property and legally dispose of them.

W. STORAGE: Offsite Storage of materials and equipment shall conform to manufacturer's recommendations. Offsite storage arrangements shall be approved by the County. Such offsite storage arrangements shall be presented in writing and shall afford adequate and satisfactory security and protection by the contractor. Offsite storage facilities shall be bonded and accessible to the County. Onsite storage of materials and equipment shall conform to

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manufacturer's recommendations. Onsite Storage shall not interfere with public access and/or safety.

- X. **Smoking is NOT permitted any time by the General Contractor and their Sub-contractor(s) at the construction site on Jackson County, MO. property before or during the duration of the construction.**

SC-25 METHODS OF OPERATION (GC-25)

General Conditions GC-25 is modified by adding the following:

- A. In accordance with generally accepted construction practices, the Contractor shall assume sole and complete responsibility for job site conditions during the course of construction of the project, including safety of all persons and property.
- B. Provide temporary barricades, as required to protect the public from harm due to construction activities.

SC-27 AUTHORITY AND DUTY OF THE ENGINEER-ARCHITECT (GC-27)

The progression of the project will be observed by the County personnel and will provide the inspection.

SC-28 INSPECTION (GC-28)

- A. This project will be observed by the County personnel and will provide the inspection.
- B. This project will use MODOT standard inspections protocol. Also, the contractor shall follow the MODOT Standards for Traffic Safety.
- C. All workers within Jackson County, MO. Right-of-Way, Jackson County Parking Lots, Jackson County Sites (Demolition areas or new work) who are exposed to traffic or construction activities or construction equipment shall wear at all times High-Visibility Safety Apparel meeting Class 2 or Class 3 requirements of ANSI/ISEA 107-2004 Publication Entitled, "American National Standard for High-Visibility Safety Apparel and Headwear".
- D. Contractor shall follow all Occupational Safety and Health Administration (OSHA) construction safety standards and requirements.
- E. Contractor shall notify their subcontractors, Owner and all Contractors and subcontractors under the Owner, when they are ready for them to install their portions of their work and see that they comply within a reasonable amount of time. Neither enclose nor cover any piping, wiring, ducts, equipment or other items until proper tests, observations and/or inspections have been made by the Owner and/or proper authorities.
- F. Contractor or subcontractor may not put in place any work which will prevent observation and approval of previous work without first notifying the Owner, and/or proper authorities.

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SC-29 NO WAIVER OF RIGHT (GC-29)

Neither the inspection or evaluations by the County or any of the County's officials, employees, or agents, nor any order by the County for payment of money, nor any payment for, or acceptance of, the whole or any part of the work by the County or Engineer-Architect, nor any extension of time, nor any possession taken by the County or its employees, shall operate as a waiver of any provision of this contract, or of any power herein reserved to the County, or any right to damages herein provided, or shall any waiver of any breach in this contract be held to be a waiver of any other or subsequent breach.

SC-32 PROTECTION OF PROPERTY AND PUBLIC LIABILITY (GC-32)

General Condition GC-32 is modified by adding the following:

- A. The Contractor shall be liable for any and all damage caused by them to County's premises. The Contractor shall hold and save the County, their agents and representatives, free and harmless from liability of any nature or any kind arising from any use, trespass or damage occasioned by their operations on premises or third persons.
- B. The Contractor shall confine all work, equipment and personnel within the limits of the existing project Right-of-Ways, Easements, and Construction Limits noted on the Construction Plans. The Contractor shall make no claim for additional payment for confining his operations within these areas.
- C. The Contractor shall take all precautions required to preserve and protect all existing trees, shrubs, and other improvements located within the project right-of-way and easements designated to be saved by this contract.
- D. The Contractor shall protect and preserve the Control Point survey pins as shown on the Construction Plans. If disturbed it is the contractor's responsibility to reset the pin by a licensed surveyor at the Contractor expense.
- E. The Contractor shall be responsible for the restoration of any paved, graveled, or grassed areas disturbed by construction. Any areas so affected shall be restored to a condition as nearly as possible to that existing prior to construction. Paved and graveled areas shall be resurfaced with materials meeting the requirements of the technical specifications, and grassed areas shall be seeded and mulched. No direct measurement or payment will be made for restoration of areas disturbed by activities outside of the limits designated on the Drawings.

SC-34 MODIFICATIONS AND ALTERATIONS (GC-34)

General Conditions GC-34 is modified by adding the following:

The Contractor may submit to the County, in writing, proposals for modifying the plans, specifications or other requirements of this contract for the sole purpose of reducing the total cost of construction. The cost reduction proposal shall not impair, in any manner, the essential functions or characteristics of the project, including but not limited to service life, economy of operation, and ease of maintenance, desired appearance, or design and safety standards.

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Cost reduction proposals shall contain the following information:

- A. A description of both the existing contract requirements for performing the work and the proposed changes.
- B. An itemization of the contract requirements that must be changed if the proposal is adopted.
- C. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change.
- D. A statement of the time within which the County must make a decision thereon.
- E. The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.
- F. This Special Condition shall not be construed to require the County to consider any cost reduction proposal which may be submitted hereunder; proposed change in basic design of a bridge or of a pavement type will not be considered as an acceptable cost reduction proposal; the Owner will not be liable to the Contractor for failure to accept or act upon any cost reduction proposal submitted pursuant to this section nor for any delays to the work attributable to any such proposal. If a cost reduction proposal is similar to a change in the plans or specifications for the project under consideration by the Owner at the time said proposal is submitted, the County will not accept such proposal and the Owner reserves the right to make such changes without compensation to the Contractor under the provisions of this article.
- G. The Contractor shall continue to perform the work in accordance with the requirements of the contract until an executed change order incorporating the cost reduction proposal has been issued. If an executed change order has not been issued by the date upon which the Contractor's cost reduction proposal specified that a decision thereon should be made, or such other date as the Contractor may subsequently have specified in writing, such cost reduction proposal shall be deemed rejected.
- H. The County shall be the sole judge of the acceptability of a cost reduction proposal and of the estimated net savings in construction costs from the adoption of all or any part of such proposal. In determining the estimated net savings, the right is reserved to disregard the contract bid prices if, in the judgment of the County, such prices do not represent a fair measure of the value of work to be performed or to be deleted.
- I. The Owner reserves the right where he deems such action appropriate to require the Contractor to share in the Owner's cost of investigating a cost reduction proposal submitted by the Contractor as a condition of considering such proposal. Where such a condition is imposed, the Contractor shall indicate his acceptance thereof in writing, and such acceptance shall constitute full authority for the Owner to deduct amounts payable to the Owner from any moneys due or that may become due to the Contractor under the contract.
- J. If the Contractor's cost reduction proposal is accepted in whole or in part, such acceptance will be by a contract change order, which shall specifically state that it is executed pursuant to this Article. Such change order shall incorporate the changes in the plans and specifications which are necessary to permit the cost reduction proposal or such part of it as has been accepted to be put into effect, and shall include any conditions upon which the Owner's approval thereof is

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based if the approval of the Owner is conditional. The change order shall also set forth the estimated net savings in the cost of performing the work attributable to the cost reduction proposal effectuated by the change order and shall further provide the Contractor be paid fifty (50) percent of said estimated net savings amount.

- K. Acceptance of the cost reduction proposal and performance of the work there under shall not extend the time of completion of the contract unless specifically provided for in the contract change order authorizing the use of the cost reduction proposal.
- L. The amount specified to be paid to the Contractor in the change order which effectuates a cost reduction proposal shall constitute full compensation to the Contractor for the cost reduction proposal and the performance of the work thereof pursuant to the said change orders.
- M. The Owner expressly reserves the right to adopt a cost reduction proposal for general use on contracts administered by the Owner when it determines that said proposal is suitable for application to other contracts. When an accepted cost reduction proposal is adopted for general use, only the Contractor who first submitted such proposal will be eligible for compensation pursuant to this section, and, in that case, only as to those contracts awarded to them prior to submission of the accepted cost reduction proposal. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this article if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Owner. Subject to the provisions contained herein, the Owner shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.
- N. This article of the specifications shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.
 - a. The County reserves the right to make, in writing, at any time during the work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the surety, and the Contractor agrees to perform the work as altered.
 - b. If the alterations or changes in quantities significantly change the character of the work under the Contract, whether or not changed by any such different quantities or alterations, an adjustment, excluding loss of anticipated profits, will be made to the Contract. The basis for the adjustment shall be agreed upon prior to the performance of the work. If a basis cannot be agreed upon, then an adjustment will be made either for or against the Contract in such an amount as the County may determine to be fair and equitable.
 - c. If the alterations or changes in quantities do not significantly change the character of the work to be performed under the Contract, the altered work will be paid for as provided elsewhere in the Contract.
- O. The term "significant change" shall be construed to apply only to the following circumstances:

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- a. When the character of the work as altered differs materially in kind or nature from that involved or included in the original proposed construction or;
- b. When a major item of work, as defined elsewhere in the Contract is increased in excess of 125 percent or decrease below 75 percent of the original Contract quantity. Any allowance for an increase in quantity shall apply only to the portion of the work in excess of 125 percent of original Contract item quantity, or in the case of decrease below 75 percent, to the actual amount of work performed.
- c. The Contractor's attention is called to the **BID FORM** and/or bid which allows the County to adjust the quantities upward or downward to be based upon the available funding. This may be in excess of the percentages noted above.

SC-35 EXTRA WORK (GC-35)

General Conditions GC-35 is modified as follows for numbers 2, 3 and 4 of GC-35 as follows:

- A. An amount equal to 20% percent will be added to the bond, insurance and taxes and not the 6% noted in the General Condition.
- B. An amount equal to 20% percent will be added to the materials and not the 15% noted in the General Condition.
- C. An amount equal to 20% percent will be added to all rental costs and not the 15% noted in the General Condition.

SC-37 ASSIGNMENT AND SUBLETTING OF CONTRACT (GC-37)

Add to GC-37 the following requirement.

- A. "No Second-Tier subcontracting will be permitted. It shall be the responsibility of the Contractor to ensure that their subcontractors do not in turn subcontract any portion of the work."
- B. **The 50% of the contract work, noted in the General Conditions, shall not be reduced for this project.**
- C. Assigning, transferring or subletting, even though consented to, shall not relieve the Contractor of their liabilities under their contract. The Contractor shall give their personal attention to any and all portions of the contract which has been sublet and they shall be responsible for its proper construction.
- D. The prime Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action compliance by their subcontractors and for the subsequent Affirmative Action performance by such subcontractors.

SC-39 SUSPENSION OF WORK ON NOTICE (GC-39)

General Conditions GC-39 is modified by adding the following:

- A. If the performance of all or any portion of the work is suspended or delayed by the Engineer in

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writing for an unreasonable length of time (not originally anticipated, customary, or inherent to the construction industry) and the contractor believes that additional compensation and/or contract time is due as a result of such suspension or delay, the contractor shall submit to Engineer, in writing, a request for adjustment within seven (7) calendar days of receipt of the notice to resume work. The request shall set forth the reasons and support for such adjustment.

- B. Upon receipt, the engineer will evaluate the contractor's request. If the engineer agrees that the cost and/or time required for the performance of the contract has increased as a result of such suspension and the suspension was caused by conditions beyond the control of and not the fault of the contractor, its suppliers, or subcontractors at any approved tier, and not caused by weather, the engineer will make an adjustment (excluding profit) and notify the contractor of their determination whether or not an adjustment of the contract is warranted.
- C. No contract adjustment will be allowed unless the contractor has submitted the request for adjustment within the time prescribed.
- D. No contract adjustment will be allowed under this clause to the extent that performance would have been suspended or delayed by any other cause, or for which an adjustment is provided for or excluded under any other term or condition of this contract. No contract adjustment will be made for utility delays.

SC-41 LAWS AND ORDINANCES (GC-41)

The following is added to GC-41:

No burning will be allowed.

SC-43 CHARACTER OF WORKMEN (GC-43)

Add the following to GC-43:

Workman who may have occasion to speak with the general public (i.e. flaggers) must be able to communicate in clear English.

SC-45 UNFAVORABLE CONSTRUCTION CONDITIONS (GC-45)

Modify GC-45, Unfavorable construction conditions, by adding the following:

Contractor shall take precautions by watering or other means to ensure that excessive dust or lime does not become airborne during construction.

SC-46 BEGINNING, PROGRESS, AND TIME OF COMPLETION OF WORK (GC-46)

Modify GC-46 by adding the following:

- A. The time for completion of the work is an essential part of the Contract. It shall begin on the date stated in the Bid and Notice to Proceed, and shall be the number of working days as stated in the and in accordance with MoDOT Standard Specification Section 108, except as follows: "No working days will be counted from December 15 to March 15, both days inclusive unless work may proceed on a continuous basis beyond December 15 or may start or restart on a continuous

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basis before March 15. Working days will not be counted within this time frame after continuous work stops or before continuous work begins. Saturdays, Sundays, national holidays and holidays established by the laws of the state will not be counted as working days any time during the year."

- B. Contractor's attention is directed to conditions of GC-44 and GC-46. Holidays: Saturdays, Sundays, and holidays established by the laws of the County will not be counted as working days.

2024 List of Jackson County, Missouri Holidays

New Year's Day	Monday, January 1 st
Martin Luther King, Jr Day	Monday, January 15 th
Presidents' Day	No Holiday in 2024
Truman Day	Wednesday, May 8 th
Memorial Day	Monday, May 27 th
Juneteenth	Wednesday, June 19 th
Independence Day	Thursday, July 4 th
Labor Day	Monday, September 2 nd
Columbus Day	No Holiday in 2024
Veterans' Day	Monday, November 11 th
Thanksgiving Day	Thursday, November 28 th
Thanksgiving Friday	Friday, November 29 th
Christmas Eve	Tuesday, December 24 th
Christmas	Wednesday, December 25 th

- C. The Contractor will need to coordinate with the County and/or their designated representative on the after-work week hours and weekend schedules. The standard work week hours that the Contractor can work are from 7:30 A.M. to 6:00 P.M.
- D. Weekend work schedule(s) shall be coordinated and approved with the County prior to any construction.
- E. The Contractor shall take, at no additional cost to the County, whatever means are necessary including, but not necessarily limited to, working nights and weekends and double shifts, and providing temporary weather enclosures and temporary heat/ventilation during inclement weather to assure substantial completion of all work during the Contract Time.
- F. Prior to starting work, a pre-construction conference will be held to discuss the project, its scheduling, and its coordination with the work of others. It is expected that this conference will be attended by representatives of the County, the Engineer, the Contractor and their subcontractors, will attend this conference, and the striping contractor that is to accomplish the permanent striping, if applicable, as well as representatives of any other affected agencies which the County may wish to invite.
- G. Substantial Completion shall be the stage in the progress of the Work where the Work is

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sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended user.

- H. Substantial Completion shall be the stage in the progress of the Work where the Work is sufficiently complete in accordance with the Contract Documents so that the County can occupy or utilize the Work for its intended user.

SC-48 EXTENSION OF TIME (GC-48)

Add to GC-48 by adding the following:

- A. The County has shown on the Plans, from the information available, existing aboveground and underground installations and structures which may be affected by the work but there is no guarantee that all such facilities are shown. The location, depth and size of each facility shown on the Plans are approximate only and are not guaranteed correct. If utilities are damaged through carelessness or neglectful action by the Contractor, they will be repaired by the Contractor or authorities having control of the same, but the cost of such repairs shall be paid by the Contractor.
- B. Delays due to utility conflicts will not be cause for extension of time or adjustments in contract amount.
- C. The Contractor shall contact each utility agency or other owner of public or private property in advance of any operations which may affect any of the agencies' or property owners' facilities and shall enlist their assistance in the location of their existing or relocated utilities.
- D. The Contractor shall make every effort to locate all existing facilities, which may be affected by the work, including prospecting or excavating beneath the surface. No payment will be made to the Contractor in connection with location of existing facilities.
- E. All fire hydrants and water control valves shall be kept free from obstructions and available for use at all times, except as herein allowed.
- F. In the event of interruption to utility services as a result of accidental breakage or as a result of being exposed or unsupported, the Contractor shall promptly notify the proper authority and shall cooperate with the said authority in the restoration of service. If utility service is interrupted, continuous cooperation will be required until the service is restored.

SC-49 LIQUIDATED DAMAGES (GC-49)

- A. In accordance with GC-49, Liquidated Damages (also referred to as "Schedule of Deductions"), the Contractor will be assessed liquidated damages for each calendar day of delay in completion of work.

The Contractor has 300 Calendar Days to complete the project. Calendar days for completion shall begin upon Notice-to-Proceed and end upon the first final walkthrough.

See the following schedule of Contract Administrative Costs, which will be assessed should the Contractor exceed the 300 Calendar Day limit:

<u>Contract Amount</u>		<u>Calendar Day Assessment</u>
\$ 100,001	\$ 500,000	\$250
\$ 500,001	\$ 1,000,000	\$500
\$ 1,000,001	\$ 2,500,000	\$750

- B. Liquidated Damages assessment pertaining to the Road Closure will be assessed under the schedule shown under Section A.

The Contractor has 182 Calendar Days to close the roadway and replace the bridge, complete the roadway work*, and have the roadway re-opened to traffic. Calendar days will begin upon closure of the existing roadway, bridge or driveway entrance. Liquidated damages will be assessed for each calendar day that goes beyond this limit, where the bridge and roadway are not yet re-opened to the travelling the public.

* The roadway work that is required to be completed shall be all the pavement, approach slabs, shoulders, striping, guardrail, and signage. General site/laydown area cleanup, seeding, and watering shall not be considered necessary to be completed within the calendar day window.

- C. Liquidated Damages will consist of the amount assessed under Section A, shall not be cumulative if the project completion and closure completion are both triggered, and shall not exceed 10% of the total contract amount.

SC-50 TEST OF MATERIALS OFFERED BY CONTRACTOR (GC-50)

Modify GC-50, Tests of Materials offered by Contractor, by adding the following:

- A. Submission of all Compliance Submittals shall be scheduled to permit review, fabrication, and delivery in time to cause no delay in the Work of Contractor or his subcontractors or any other contractors as described herein. Contractor shall allow fifteen (15) days in County's office for reviewing original submittals and fifteen (15) days in County's office for reviewing re-submittals.
- B. Compliance submittals of materials furnished by subcontractors, manufacturers, and suppliers shall be submitted by the Prime Contractor.
- C. In general, the Specifications identify required materials and equipment by naming one or more manufacturer's brand, model, catalog number and/or other identification; first-named manufacturer's product used as the basis for design; other named brands considered equivalent. Equivalent brand manufacturers named must furnish products consistent with Specifications for first-named product, as determined by County. Base Bid shall include only those brands named, except as hereinafter provided.
- D. Where materials or equipment are described but not named, Contractor shall provide required first quality items, adequate in every respect for intended use, such items subject to County's approval prior to procurement.

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- E. Submit certificates for the following materials:
- a. Aggregates for Portland Cement Concrete, Asphalt & Gravel
 - b. Portland cement
 - c. Hydrated Lime
 - d. Geogrid, if applicable within project
 - e. Geotextile
 - f. Hydro Seeding, Mulch, and Fertilizer
 - g. Permanent Erosion Control Blanket (C-350), if applicable within project
 - h. Reinforcing Steel
 - i. Prime Coat (MC-30)
 - j. Seal Coat
 - k. Erosion Control Materials
 - l. Silt Fence
 - m. Permanent Erosion Control Fabric
 - n. Rock Blanket (Type 2)
 - o. Paint Striping pavement marking material
 - p. Steel Sign Posts
 - q. Reflective Sheeting for Signs
 - r. Flexible Delineators
 - s. Portland cement concrete and admixtures
- F. Submit gradation for the following materials:
- a. Aggregates
- G. Submit shop drawings, mix designs, specification sheet, certificates, warranties, and manufacturing installation recommendations for all products.
- a. Asphalt
 - b. Concrete for Bridge
 - c. PS Bridge Beams
 - d. PS Concrete Panels
 - e. Guardrail
 - f. Guardrail End Terminal Section
 - g. Reinforcing Steel
 - h. Falsework/Formwork for Concrete Structures
 - i. Dewatering Measures
- H. Engineer's Selection and Approval of Materials
- a. Where approval of Engineer for material or equipment is required, secure such approval before procurement.
 - b. The esthetic values of every material and installation, such as shape, proportion, texture, finish and color, will be an important consideration to Engineer and his/her decisions concerning same shall be final.
- I. County's Selection and Approval of Materials: Where approval of County for material or equipment is required, secure such approval before procurement.

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- J. Laboratory tests of materials and equipment, which are normally conducted by the manufacturer or material supplier, and tests shall be furnished by the Contractor and approved by the County.
- K. All quality control testing not specified to be performed by the Contractor will be performed by an independent testing laboratory, selected by the Owner, or by the Owner's designee. All such tests performed by the independent testing laboratory shall be paid by the Owner.
- L. Assigning, transferring or subletting, even though consented to, shall not relieve the Contractor of their liabilities under their contract. The Contractor shall give their personal attention to any and all portions of the contract which have been sublet and they shall be responsible for its proper construction.
- M. Receiving and Storing Materials: Remove from premises materials showing deterioration or damage and replace with new.
 - a. On receipt of materials, check for in-transit damage in ample time to replace any damaged materials prior to installation time.
 - b. Where possible, deliver materials and equipment to project site in manufacturer's original packages, keeping labels intact until final cleaning. Where items are to be job assembled label, tag, mark or otherwise properly identify each component part until incorporated in building.
 - c. Store materials in manner to prevent deterioration, staining, soiling and intrusion of foreign materials. Provide waterproof well-ventilated enclosures for material subject to deterioration by dampness. Protect materials subject to damage by freezing and frost.
 - d. Remove from premises materials showing deterioration or damage and replace with new.
- N. Equipment Verification
 - a. Contractor shall check physical sizes of all equipment furnished under this contract or furnished by Owner and require other contractors to verify sizes of their equipment, in time to allow ample room for transporting equipment to and installing in its final location before enclosing spaces for it. Notify Engineer in writing of any required openings or ceiling heights; such notice in ample time for Engineer to direct necessary adjustments before such openings, ceilings or enclosures are placed.
 - b. Before construction proceeds to point that would prevent necessary modifications, Contractor shall check Drawings, Specifications, shop drawings and change orders and notify Engineer in writing of any mechanical/electrical services and/or connections required but not indicated, or incorrectly indicated, for equipment furnished. Failing to do so, Contractor furnishing equipment provide required services and/or connections at their own expense.
- O. Unless Owner grants permission to repair any defective work, remove defective work from project and replace with new work in accordance with contract documents. Permission to repair such work shall not constitute a waiver of Contractor's right to require complete replacement of defective work if repair operation does not restore quality and appearance

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of member or surface to Owner's satisfaction. If permission is granted, repair according to Owner's directions.

- P. The prime Contractor, as a condition of this contract, is responsible for assuring submission of proof or documentation regarding Affirmative Action compliance by their Subcontractors and for the subsequent Affirmative Action performance by such Subcontractors

SC-54 DISPOSAL OF TRASH AND DEBRIS (GC-54)

The following is added to GC-54:

- A. The Contractor shall take the necessary precautions to keep aggregate, mud, debris from being deposited onto roadway and private entrances during construction operations. Should debris become deposited on such areas, the Contractor shall promptly remove it at no additional cost to the Owner. Debris shall be disposed of in accordance with all local codes.
- B. Keep covered materials, cavities and holes subject to damage by falling materials or deposits of water, snow or ice.
- C. Transport, handle, store and erect materials in a manner to keep from injury.
- D. Protect previously placed work by suitable coverings or other protection during installation of subsequent work. Clean off foreign materials accidentally deposited on finish surfaces and, where such would stain, corrode or otherwise disfigure, clean same immediately with material that will not damage finished work.
- E. Before the work will be accepted by the Owner, the Contractor shall be required to remove all aggregate and debris resulting from their operation, which also includes cleaning of earth, sod or other objectionable material and shall dispose of such debris off the project. This cleanup shall be limited to the project limits.
- F. **Final Cleanup shall be at no additional cost to the Owner.**

SC-58 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND (GC-58)

Delete the first paragraph of GC-58 and replace it with the following:

- A. **PERFORMANCE AND PAYMENT BOND:** The performance and payment bond shall be executed by the Contractor with a surety company which: (1) meets the minimum standard for an insurance carrier which currently is in effect for all coverage's purchased by Jackson County; and (2) is on the most current United States Treasury list as a surety whose bonds are acceptable to the United States Government.
- B. **MAINTENANCE BOND:** The Contractor's attention is called to paragraph "c" of GC-58, which requires a one-year (1-year) maintenance bond. Contractor shall submit a Maintenance Bond to Jackson County Public Works (JCPW) upon the Final Acceptance by the County. The Final Acceptance Letter from JCPW Engineering staff member will be certified mailed to the Contractor. The Final Completion Date stated on the Final Acceptance Letter will be the start date of the Maintenance Bond. The Contractor is required to use this date on the Maintenance Bond.

SC-59 ESTIMATED QUANTITIES (GC-59)

Add the following to bottom of GC-59:

It is the intent of the contract documents that the total bid, as submitted, shall cover all work required by the contract documents. All costs in connection with the work, including furnishing of all materials, equipment, supplies and appurtenances; providing all necessary labor to fully complete the work shall be included in the unit and lump sum prices named in the bid. No item of work that is required by the contract documents for the proper and successful completion of the contract will be paid for outside of, or in addition to, the prices submitted in the bid. All such work not specifically set forth in the bid as a pay item shall be considered a **SUBSIDIARY** obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid. On the plans, or in the specifications, certain quantities may be given which do not appear in the proposal. These quantities are given for the convenience of the contractor only and are considered **SUBSIDIARY** for payment purposes as given above.

SC-60 MONTHLY ESTIMATES AND PAYMENTS (GC-60)

Modify GC-60, Monthly Estimates and Payments, by adding the following:

- a. **There shall be 5% Retainage percentage for this project.**
- b. The method of measurement and basis of payment for each item as listed in the Bid will be as stipulated in the sections of the Technical Specifications and on the Plans and in this article.
- c. There shall be no measurement or separate payment for any item of work which is not specifically identified and listed in the Bid and all costs pertaining thereto shall be included in the contract unit prices for related items which are listed in the bid.
- d. Pay limits given in the Specifications and Plans are maximum. Where actual quantities are less than as computed by said pay limits, the Contractor will be paid only for the actual quantities.
- e. All work completed under the Contract will be measured according to United States Imperial system. The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the Contract will be those methods generally recognized as conforming to good engineering practices.
- f. All materials, which are measured or proportioned by weight, shall be weighed on platform scales furnished by the Contractor, or on public scales at the Contractor's expense. The scales shall comply with all state laws governing the use of scales and shall be tested and sealed by an authorized public official, at the expense of the Contractor, as often as the Engineer may deem it necessary to ensure their accuracy. The Contractor shall furnish the Engineer a waybill for each truckload, signed by the weigh master and truck driver.
- g. The Contractor shall maintain a running balance of weights of materials versus areas covered, furnishing this data to the County, in order that corrections for overrun or under run may be made when desired.
- h. The County will not pay for, or be responsible for, unused materials, which may have been ordered by the Contractor in accordance with the quantities listed in the bid.
- i. The Contractor shall make an approximate estimate of the value of the work done and unused materials delivered for, and stored on, the site of the work during the previous calendar month.

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The Contractor shall furnish to the Engineer such detailed information as requested to aid him as a guide in the review of the payment application.

- j. The Contractor shall submit payment estimates or certificates of payment to the County.

SC-62 COMPLETION AND ACCEPTANCE OF WORK (GC-62)

- A. "Substantial Completion" shall be the stage in the progress of the Work where the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended user.
- B. The Contractor shall be responsible for the restoration of any paved, graveled, or grassed areas disturbed by construction. Any areas so affected shall be restored to a condition as nearly as possible to that existing prior to construction. Paved and graveled areas shall be resurfaced with materials meeting the requirements of the technical specifications, and grassed areas shall be seeded and mulched. No direct measurement or payment will be made for restoration of areas disturbed by the construction which are outside of the limits designated on the Drawings.

SC-63 FINAL ESTIMATE AND PAYMENT (GC-63)

General Conditions GC-63 is modified by adding the following:

- A. Contractor shall notify the County when they have completed all work in accordance with the Drawings and Specifications. Contractor shall avail themselves for an on-site inspection of the project with the Owner and the County. Any items found to be incomplete or improperly constructed shall be listed, and the Contractor shall take prompt action to correct such items. Upon completion of all such work, a final inspection will be scheduled to include the Contractor's representative, the Owner's representative, and the County. Should the Contractor fail to complete the items listed (thereby causing final inspection to be repeated), the cost of engineering or any other costs incurred by the Owner, due to such repeated inspections, shall be at the expense of the Contractor and will be deducted from the final contract amount.

SC-65 CLAIMS FOR ADJUSTMENT AND DISPUTES (GC-65)

General Conditions GC-65 is modified by adding the following:

- A. Each Contractor must form their own opinion of the character and condition of materials to be encountered from an inspection of the site and from other such investigations as they may desire to undertake.
- B. The Contractor is solely responsible for determination of existing conditions. All claims for adjustments in contract price or quantity of removals shall be denied.

SC-67 HOMELAND SECURITY AFFIDAVIT (GC-67)

The following is added to GC-67:

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The Contractor must return the Affidavit of Compliance within this Contract, with their memorandum of understanding (MOU) with homeland security, with their Bids.

SC-68 DIFFERING SITE CONDITIONS (GC-68)

The following requirement is hereby added to the contract:

- A. Prior to the beginning or during the progress of the work, if subsurface or latent physical conditions are encountered at the site differing materially from those indicated in the contract or if unknown physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the contract, are encountered at the site, the party discovering such conditions shall promptly notify the other party in writing of the specific differing conditions before they are disturbed and the affected work is performed.
- B. Upon written notification the County will investigate the conditions and if he/she determines that the conditions of the pavement materially differ and cause an increase or decrease in the cost or time required for the performance of any work under the contract, an adjustment will be made and the contract modified in writing accordingly. The County will notify the Contractor of their determination whether or not an adjustment of the contract is warranted.
- C. No contract adjustment, which results in a benefit to the Contractor, will be allowed unless the Contractor has provided the required written notice.

SC-69 CLEAN UP

- A. Final Cleanup of roadway right-of-way shall be in accordance with Missouri Standard Specifications for Highway Construction, Section 104 Scope of Work, Subsection 104.11 Final Clean-Up except as herein modified:

Before the work will be accepted by the Owner, the Contractor shall be required to remove all aggregate and debris resulting from their operation, which also includes cleaning streets, ditches creeks, and driveways of earth, sod or other objectionable material and shall dispose of such debris off the project. This cleanup shall be limited to the project limits.

- B. Final Cleanup shall be at no additional cost to the Owner.

SC-70 SURFACE RESTORATION

Re-establishment of any disturbed areas on public rights of way or temporary easement areas will be accomplished by the Contractor. Should the Contractor elect to use private property to stockpile materials, restoration shall be by the Contractor with no direct payment being made.

SC-71 SUBSTANTIAL COMPLETION

Substantial Completion shall be the stage in the progress of the Work where the Work is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended user.

SC-72 SAFETY TRAINING REQUIREMENTS FOR ALL ON-SITE EMPLOYEES

The Contractor to whom the contract is awarded and any subcontractor under such contractor shall require all on-site employees to complete a ten-hour Occupational Safety and Health Administration (OSHA) construction safety program for their on-site employees which includes a course in construction safety and health approved by OSHA or a similar program approved by the department which is at least as stringent as an approved OSHA program. All employees are required to complete the program within sixty days of beginning work on such construction project. The Contractor shall provide certification of compliance with this condition following the award of the contract and before work commences on the project.

SC-73 CHAPTER 10 PURCHASING SECTION 1072 CONSTRUCTION PROJECTS – REQUIREMENTS TO BID – WAGES AND BENEFITS – CERTAIN EMPLOYERS

- A. This contract has a requirement related to paying wage rates for certain delivery truck drivers. Bidders are advised to read Jackson County, MO. Ordinance #4465 repealing Section 1072 enacted by the Jackson County Legislature on October 15, 2012 relating to Jackson County Code Chapter 10 Purchasing. See the below Section 1072 requirements.
- B. Section 1072. Construction Projects – Requirements To Bid – Wages and Benefits– Certain Employers. Jackson County reaffirms its long-standing policy that no less than the prevailing hourly rate of wages shall be paid to all workers performing work on construction projects on behalf of Jackson County. As a condition of eligibility to bid for or perform work on any Jackson County construction project funded in whole or in part by the County, producers or suppliers of dirt, sand, rock, asphalt, fly ash and/or concrete must pay their delivery employees no less than the prevailing rate of wages for work associated with the county construction project, as defined by section 290.210(5), RSMo, and the occupational titles listed in 8 CSR 30-3.060(Z). Wage rates for delivery employees shall be derived from the Missouri Annual Wage Order incorporated into the bid for the construction work. Delivery employees are covered under this section when delivering from an off-site location or a designated site location to the work site as outlined under 8 CSR-30—3.020(1) and (2). This section shall not apply to owners/operators of truck hauling millings or delivering asphalt on a County construction project. (Ord. 3839, Eff. 11/28/06; Ord. 4297, Eff. 03/01/11; Ord. 4465, Eff. 10/15/12)
- C. 1072.1 Compliance Review Officer. In addition to the duties set forth in Chapter 6 of this code, it shall be the duty of the Compliance Review Officer to monitor the producers or suppliers of the commodities enumerated in this section awarded County contracts to insure compliance with the prevailing rate of wages. (Ord. 3839, Eff. 11/28/06).

END OF SECTION

PUBLIC WORKS TECHNICAL SPECIFICATIONS

TS-1 EMERGENCY PROVISIONS AND INCIDENT MANAGEMENT

A. 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, the Contractor shall notify the Sheriff's Department or other emergency agencies immediately as needed. The County shall also be notified when the Contractor requests emergency assistance.

- a. Design Engineer: Grant Luckenbill, Olsson (Office: 913-748-2506 Cell: 816-284-9204)
- b. County PM: Earl Newill, PE (Office: 816-881-4538; Cell: 816-401-6401)
- c. Construction Manager: Ric Johnson, PE (Office: 816-881-4499; Cell: 913-912-0933)
- d. Construction Inspector: Troy Collins (Cell: 816-804-3722)

B. 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 with the project limits.

- a. Sheriff's Department: 816-541-8017
- b. City of Buckner Public Works (JD Moffett): 816-400-8970
- c. City of Buckner Police Department: 816-650-3939
- d. Missouri Highway Patrol, Troop A (Lee's Summit): 816-622-0800
- e. Fort Osage Fire Protection District: 816-650-5811

This list is not inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate police agency. The Contractor shall notify enforcement and emergency agencies before the start of construction to request their cooperation and to provide coordination of services when emergencies arise during the construction at the project site. When the Contractor completes this notification with enforcement and emergency agencies, a report shall be furnished to the County on the status of incident management.

C. 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.

TS-2 GENERAL

A. Contract Specifications: The detailed specifications, which follow shall govern the materials furnished and work performed in the construction of the work covered by this contract. No attempt has been made in the foregoing designated specifications to segregate work to be performed by any trade, subcontract, or proposal item, under any one section of the specifications. This project is County Project No. 3228 (County Bid No. 24-003).

B. Any segregation between trade or craft jurisdiction limits, and the establishment of subcontract limits, will be solely a matter of agreement between the Contractor and their employees and their Subcontractors. The specifications will govern the construction of the entire work, and the provisions thereof shall govern each item and unit of work to which such provisions apply.

C. The latest editions of the following specifications are incorporated into the Contract Documents

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by reference:

- Missouri Standard Specifications for Highway Construction, 2023 3rd Edition, January 2024, Missouri Highways and Transportation Commission.
- American Public Works Association (APWA) Kansas City Metropolitan Chapter Standard Specifications, Sections 2000 through 2900, current edition.
- Federal Highway Administration, Manual on Uniform Traffic Control Devices (MUTCD), current edition.

D. Technical Specifications for the work shall consist of the above referenced specifications with such revisions, amendments, and supplements as are contained herein. The work shall be constructed in accordance with these technical specifications and any attached plans or drawings. Any omission found in these Technical Specifications, and/or the appropriate Standard Specification, shall govern the plans where applicable sections in the Standard Specifications are found.

Missouri Standard Specifications for Highway Construction

Section 0106	Control of Material
Section 0203	Roadway and Drainage Excavation, Embankment
	...
Section 0204	Embankment Monitoring
Section 0206	Excavation for Structures
Section 0210	Subgrade Compaction
Section 0304	Aggregate Base Course
Section 0407	Tack Coat
Section 0408	Prime Coat
Section 0606	Guardrail, Crashworthy End Terminals, One-Strand
	...
Section 0610	Pavement Smoothness
Section 0611	Embankment Protection
Section 0616	Temporary Traffic Control
Section 0620	Pavement Marking
Section 0627	Contractor Surveying and Staking
Section 0702	Load-Bearing Piles
Section 0703	Concrete Masonry Construction
Section 0705	Prestressed Concrete Members for Bridges
Section 0706	Reinforcing Steel for Concrete Structures
Section 0710	Epoxy Coated Reinforcing Steel
Section 0716	Neoprene Bearings
Section 0717	Flexible Joint Systems
Section 0806	Pollution, Erosion, and Sediment Control
Section 1001	General Requirements for Materials
Section 1005	Aggregate for Concrete
Section 1006	Aggregate for Surfacing
Section 1007	Aggregate for Subbase
Section 1010	Select Granular Backfill for Structural
Section 1011	Geotextile

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Section 1019	Cement
Section 1036	Reinforcing Steel for Concrete
Section 1040	Guardrail, End Terminals, One-Strand Access
Restraint...	
Section 1053	Concrete Sealer
Section 1054	Concrete Admixtures
Section 1055	Concrete Curing Material
Section 1057	Material for Joints
Section 1058	Polyethylene Sheeting
Section 1066	Mortars and Grout
Section 1070	Water
Section 1073	Joint Material for Structures

APWA's Technical Specifications

(<https://kcmetro.apwa.org/resources/specifications/>)

Section 2100	Grading and Site Preparation (10/2019)
Section 2150	Erosion and Sediment Control (2/2017)
Section 2200	Paving (2/2017)
Section 2300	Incidental Construction (2/2017)
Section 2400	Seeding and Sodding (2/2017)
Section 2700	Structures (2/2017)

E. Technical Specifications (TS's) contained within the project documents shall supersede APWA or MoDOT Standard Specifications shown above.

F. Applicable Codes and Standards: Where referred to in the technical specifications or plans, portions of organizations' specifications are incorporated into the Contract. Wherever a part of any standard specification (ASTM, AASHTO, etc.) is referred to in the technical specifications or plans, the following conditions shall apply unless otherwise provided in the technical specifications or plans:

Only the specifically referred to part of the standard specification shall apply to this Contract. Whenever any provision of a standard specification conflicts with any of the Contract Documents, said Contract Documents shall govern.

G. Construction Testing: All sampling and testing deemed necessary by the County to determine if materials or methods are in compliance with the specifications shall be performed by a testing laboratory selected by the County. The cost of all such tests showing compliance with the specifications shall be paid by the County unless otherwise noted in the technical specifications. In the event that any test indicates non-compliance with specifications, at least one (1) additional test will be paid for by the Contractor to determine acceptability of material or methods. All documentation verifying compliance shall be submitted to the County for compliance review.

H. Construction Schedule: Before work is started, the Contractor shall prepare a detailed schedule of all construction operations that shall indicate the sequence of the work and also the time of starting and completing each part. The schedule shall be submitted to the County for their approval.

I. Losses From Natural Causes: All loss or damage arising out of the nature of the work to be done, or from the action of the elements, or from floods or overflows, or from ground water, or from

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unusual obstructions or difficulties, or any other natural or existing circumstances either known or unforeseen, which may be encountered in the prosecution of the said work shall be sustained and borne by the Contractor at his own cost and expense.

- J. Unfavorable Construction Conditions: During unfavorable weather, or other unfavorable conditions for construction operations, the Contractor shall pursue only such portions of the work as will not be damaged thereby. No portions of the work, the satisfactory quality or efficiency of which will be affected by any unfavorable conditions, shall be constructed while these conditions exist, unless by special means or precautions approved by County, the Contractor shall be able to perform the work in a proper and satisfactory manner.
- K. Protection and Maintenance of Public and Private Property: All existing underground utilities shown in the Plans were provided by each utility company. Before starting work, the Contractor shall notify all utilities involved, and shall request them for cooperation in locating lines in advance of the work. The Contractor shall make reasonable effort to avoid breaking utility lines. The utility shall be notified immediately should a break occur in a line during construction under this Contract.
- L. Any lines that are broken by the Contractor shall be repaired according to the utility company's standards at the expense of the Contractor. Wherever the work is along existing pavement which is to be retained, traction equipment with lugs will not be permitted. The Contractor shall use utmost care not to damage or destroy any existing pavement. Any pavement damaged or destroyed due to the operations of the Contractor, which is not within the construction limits shall be replaced in accordance with these specifications.
- M. The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, and other property, caused by them or their subcontractors in transporting materials to or from the site of work, regardless of location of such damage, and shall pay for or place such damaged property to the satisfaction of the owner of such property.
- N. Clearing and Cleaning Up: The Contractor shall do all necessary clearing and demolition work prior to excavation for the proposed construction. The Contractor shall not allow the site of the work to become littered with trash and waste material but shall maintain same in a neat and orderly condition during the process of the work to completion. The Contractor shall clean up all dirt from paved surfaces, not allow same to pack on the roadway or create a traffic nuisance.

TS-3 UTILITIES

- A. Description: For informational purposes only, the following is a list of names, addresses, and telephone numbers of the known utility companies in the area for the construction work for this project.

<u>Utility Name</u>	<u>Known Required Adjustment</u>
Evergy 1105 E 40 Highway BT Road Blue Springs, MO 64014 Janet Waddell (816) 729-5128 Gary Jones (gary.jones@evergy.com)	No Adjustment Temporary Shielding of overhead power crossing

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AT&T 2121 E. 63 rd Street Kansas City, MO 64130 Ron Gipfert (816) 772-0318	No Adjustment
PWSD No. 16 PO Box 256 Grain Valley, MO 64082 Kyle Leeds (816) 286-3925	No Adjustment
CenturyLink 1215 S Broadway Oak Grove, MO 64075 Tonjia Baldwin (Tonjia.baldwin@centurylink.com) Leslie Dingman (leslie.dingman@lumen.com)	No Adjustment
Comcast 4700 Little Blue Parkway Independence, MO 64057 Andrew Bell (816) 795-2255 (andrew_bell@comcast.com) John Meadows (816) 795-2257 (john_meadows@comcast.com)	No Adjustment. (Aerial fiber on west side)
MNA Bluebird bridge, 800 NW Chipman Rd #5750 Lee's Summit, MO 64063 David Porter (816) 304-3339 (david.porter@bluebirdnetwork.com)	No Adjustment (underground fiber on east side of furthest from existing bridge, bored under stream)
Brightspeed bridge, Xan Rypkema (xam.rypikema@brightspeed.com)	No Adjustment (underground fiber on east side of nearest to existing bridge, bored under stream)

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

C. The Contractor agrees that any effects of the presence of the utilities, their relocation,

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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 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 provided Contractor notifies the County in writing of the delay at the time it occurs. 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.

- D. 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 subcontractors operation.
- E. The Contractor shall coordinate their operations with the work of utility owners making necessary adjustments, removals, or construction of new fixtures, and shall permit free access to the site for such work.
- F. It is understood and agreed that the Contractor has considered in their bid all of the permanent and temporary utility appurtenances in their present or relocated positions whether or not shown on the Plans and that no additional compensation will be allowed for any delays, inconvenience, or damage sustained by them due to any interference from the said utility appurtenances or the operation of moving them.
- G. The general location of railroad facilities, of principal water mains, sewer pipes, telephone conduits, gas mains, pipe lines, pole lines, and other public and private utility facilities which will affect construction operations are indicated on the Plans based on One-Call utility locates. Some of these utilities may remain in place; others may be removed entirely or in part by the facility owners for relocation elsewhere.
- H. When the failure of the facility owners to cooperate and coordinate their work with that of the Contractor results in actual delay to the Contractor in the over-all completion of their work, such delay will be considered in the count of construction days or date specified for completion, provided the Contractor notifies the County's Representative in writing of the delay at the time it occurs.
- I. Should there be located within the right-of-way any public or private utility facilities which are to remain in place and which will interfere with the Contractor's proposed operation, the Contractor shall make all necessary arrangements with the facility owners for any temporary or permanent removal or relocation of such facilities desired for their convenience. Any cost involved shall be borne by the Contractor.
- J. The Contractor shall use every precaution necessary to prevent damage to all public and private utility wires, lines, pipes, poles, cables, and conduits within the right-of-way. The Contractor shall be responsible for all damage to any utility facility due directly to their operations regardless of location and they shall repair and replace as necessary any such damaged facility or make payment to the facility owner for repair or replacement. See cover sheet of Plans for list of utility companies and contact information.

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- K. No direct pay will be made to the Contractor to recover the cost of coordination with the utility companies. All costs pertaining to this item shall be included in the contract prices of other items.
- L. Care should be taken when removing trees that intertwine with the overhead lines. DO NOT DAMAGE.

TS-4 PROTECTION OF PROPERTY

- A. The Contractor shall protect existing public and private property from damage by construction operations.
 - a. Confine all work, equipment, and personnel within the limits of the project right-of-way and easements shown on the Plans.
 - b. Take all precautions required to preserve and protect all existing trees, shrubs, and other improvements located within the project right-of-way and easements, except those items designated to be removed.
 - c. Where fences are to be breached on private property, the property owners shall be contacted and arrangements made to ensure proper protection of any property and livestock exposed to the open condition.
 - d. Before acceptance of the Work by County, Contractor shall replace or repair all existing improvements damaged by their operations. This shall include, but not be limited to; damage to existing pavement beyond the immediate project limits, side roads, curbs, and entrances.
 - e. All property pins removed or displaced shall be reset to its original location by a licensed Surveyor registered in the State of Missouri.
- B. No separate payment will be made for the protection of property. All costs pertaining to this item shall be included in the contract prices of other items

TS-5 JOB SITE ADMINISTRATION

- A. The Contractor shall give the Work the constant attention necessary to facilitate the progress thereof, and shall cooperate with the County and other contractors in every way possible.
- B. The Contractor shall have on the work site at all times, as their agent, a competent superintendent capable of reading and thoroughly understanding the plans and Specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the County. The superintendent shall have full authority to execute orders or directions of the County without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished regardless of the quantity of work sublet.
- C. No separate payment will be made for job site administration. All costs pertaining thereto shall be included in the contract bid prices for other items.

TS-6 PRECONSTRUCTION MEETING

- A. Prior to starting work, a preconstruction conference will be held to discuss the project, its scheduling and its coordination with the work of others. It is expected that this conference will

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be attended by representatives of the County, the Contractor, and their subcontractors, utility representatives, as well as representatives of any other affected agencies that the County may wish to invite. The Contractor shall bring to the conference a tentative schedule of construction progress, shop drawing submittals and other required submittals and certifications. Discussion items of significance that could affect project progress may include the following:

- a. Tentative construction schedule.
 - b. Critical work sequencing.
 - c. Coordination with the County.
 - d. Designation of responsible personnel.
 - e. Procedures for processing field decisions and change orders.
 - f. Procedures for processing Applications for Payment.
 - g. Distribution of contract documents.
 - h. Submittal of shop drawings and product data.
 - i. Preparation of record documents.
 - j. Use of the premises.
 - k. Working hours.
- B. The County will schedule a Preconstruction Conference at location to be determined, no later than 20 days after the effective date of the Agreement and prior to commencement of construction activities. The County will conduct the meeting to review responsibilities and personnel assignments.
- C. Attendees will include representative from the County, the Contractor, subcontractors, manufacturers, suppliers, utility companies, and other concerned parties shall be represented at the conference by persons familiar with and authorized to conclude matters relating to the Work.
- D. The agenda will review items of significance that could affect progress, including topics such as the following:
- a. Introduction of attendees.
 - b. Distribution of Contract Documents.
 - c. Designation of responsible personnel.
 - d. Tentative construction schedule, including critical work sequencing.
 - e. Critical work sequencing.
 - f. Designation of responsible personnel.
 - g. Coordination with County.
 - h. Submittal of certified payrolls, wage interviews, and compliance with minority participation.
 - i. Procedures for processing field decisions and change orders.
 - j. Submittal of shop drawings and product data.
 - k. Procedures for processing Applications for Payment.
 - l. Distribution of contract documents.
 - m. Preparation of record documents by the Contractor.
 - n. Use of the premises (right-of-way and easements)ay and easements).
 - o. Working hours and holidays.
- E. No separate payment will be made for the preparation, attendance of the preconstruction meeting, maintenance of the construction schedule. All costs pertaining to this item shall be

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included in the contract bid prices of other items.

TS-7 BUY AMERICA REQUIREMENT

- A. On all County, state, and federal-aid projects, the Contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements. Where steel or iron products are to be permanently incorporated into the contract work, steel and iron material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.
- B. Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.
- C. "Minor usage" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.
- D. Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per MoDOT Specification Section 1000.
- E. Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.
- F. Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form (https://epg.modot.org/forms/CM/CERTIFICATE_OF_MATERIALS_ORIGIN.pdf) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The Engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the Engineer and

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retained for a period of 3 years after the last reimbursement of the material.

- G. Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.
- H. When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

TS-8 SUBMITTALS

- A. General: The Contractor is required to provide documentation for the performance of the Work. These submittals are divided into administrative and procedural categories. They include, but are limited to the following:
- a. Administrative Submittals
 - 1. Permits
 - 2. Applications for payment
 - 3. Performance and maintenance bonds
 - 4. Insurance certificates
 - 5. List of approved subcontractors
 - 6. M/W/VBE compliance
 - 7. Certified payrolls (Contractor and subcontractors)
 - b. Procedural Submittals
 - 1. Contractor's project schedule
 - 2. Shop drawings
 - 3. Product data certifications
- B. Submittal Procedures:
- a. Coordinate preparation and processing of submittals with performance or construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

Coordinate each submittal with fabrication, purchasing, testing of submittals for related activities that require sequential activity.

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Coordinate transmittal of difference types of submittals for related elements of the Work so processing will not be delayed by the need to review submittals concurrently for coordination.

The County reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- b. Processing: Allow sufficient review time so that installation will not be delayed as a result of the time required to process submittals, including time for resubmittals.
 - 1. Allow two (2) weeks for initial review. Allow additional time if processing must be delayed to permit coordination with subsequent submittals. The County will promptly advise the Contractor when a submittal being processed must be delayed for coordination.
 - 2. If an intermediate submittal is necessary, process the same as the initial submittal.
 - 3. Allow two (2) weeks for reprocessing each submittal.
 - 4. No extension of Contract Time will be authorized because of failure to transmit submittals to the County sufficiently in advance of the Work to permit processing.
- c. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. The transmittal form should have the following information. Submittals received from sources other than the Contractor will be returned without action.
 - 1. Project name
 - 2. Project number
 - 3. Date
 - 4. Name and address of contractor
 - 5. Name and address of subcontractor (if needed)
 - 6. Name and address of supplier/manufacturer
 - 7. Number and title of appropriate specification section
 - 8. Drawing number and detail reference
- C. Shop Drawings: Submit newly prepared information drawn to accurate scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not considered a Shop Drawing. The Contractor shall not use any Shop Drawing without an appropriate final stamp indicating action taken in connection with construction.
 - a. Shop Drawings include fabrication and installation drawings, layout drawings for reinforcing steel, falsework/forms, schedules, patterns, templates, and similar drawings. Include the following information:
 - 1. Dimensions
 - 2. Identification of products and materials included
 - 3. Compliance with specified standards
 - 4. Notation of coordination requirements
 - 5. Notation of dimensions established by field measurement

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- b. Sheet Size: except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2" x 11" but no larger than 22" x 34".
 - c. Quantity Requirements: Except as otherwise specified, transmit six (6) copies all manufacturer's or fabricator's Shop Drawings to the County. Three (3) copies will be returned to Contractor.
- D. Product Data: Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves. Where Product Data must be specially prepared because standard printed data is not suitable for use, submit as "Shop Drawings."
- a. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products, some of which are not required, mark copies to indicate the applicable information. Include the following information:
 - 1. Manufacturer's printed recommendations
 - 2. Compliance with recognized testing agency standards
 - 3. Application of testing agency labels and seals
 - 4. Notation of dimensions verified by field measurement
 - 5. Notation of coordination requirements
 - b. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
 - c. Quantity Requirements: Except as otherwise specified, transmit six (6) copies all submittals of product data to the County. Three (3) copies will be returned to Contractor.
 - d. Distribution: Furnish copies of final submittal to installers, Subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.
 - 1. Do not proceed with installation until an approved copy of the applicable Product Data is in the installer's possession.
 - 2. Do not permit use of unmarked copies of Product Data in connection with construction.
- E. County's Action: Except for submittals for record, information, or similar purposes where action and return is required or requested, the County will review each submittal, mark to indicate action taken, and return promptly. Compliance with specified characteristics is the Contractor's responsibility.
- a. Action Stamp: The County will stamp each submittal with a uniform, self-explanatory action stamp. The stamp will be appropriately marked, as follows, to indicate the action taken:
 - 1. Approved: Where submittals are marked "Approved", that part of the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents; final acceptance will depend upon that compliance.
 - 2. Approved As Noted: When submittals are marked "Approved as Noted", that part of the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents; final

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- acceptance will depend on that compliance.
3. Revise and Resubmit: When submittals are marked "Revise and Resubmit", do not proceed with that part of the Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal in accordance with the notations; resubmit without delay. Repeat, if necessary, to obtain a different action mark. Do not permit submittals marked "Revise and Resubmit" to be used at the Project site, or elsewhere where Work is in progress.
 4. Rejected: When submittals are marked "Rejected", do not proceed with that part of the Work covered by the submittal. The information provided does not comply with the parameters noted in the Plans. The submittal shall be revised to meet the design requirements and resubmitted to the County for review.
 5. Not Subject To Review: When submittals are marked "Not Subject To Review", the information provided is accepted as additional data for the files. No further action is required.
- b. Regardless of how the submittal is stamped, the review and approval neither extends nor alters any contractual obligations of the County of the Contractor.
- F. No separate payment will be made for any of the submittals associated with the completion of the Work. All costs pertaining to these items shall be included in the other contract prices.

TS-9 QUALITY REQUIREMENTS

- A. General: The Contractor will be fully responsible for complying with the Technical Specifications, Plans and other Contract Documents and shall obtain such certificates of compliance and have such tests made as will assure full compliance. Copies of such certificates and test reports shall be furnished to the County, prior to payment of pay items.
- a. Related Sections:
 1. General Conditions: responsibilities of inspection, correction, removal and acceptance
 2. Supplemental Conditions: responsibilities of testing
 3. Technical Specifications: submittal procedures
 - b. References:
 1. American Society for Testing and Materials (ASTM): technical standards for the various materials used on the project, including testing procedures
 2. Federal Highway Administration (FHWA): specifications and details for traffic control and safety
 3. American Association of State Highway and Transportation Officials (AASHTO): guidelines, specifications, and details for roadway safety
 4. Missouri Department of Transportation (MoDOT): standard details, specifications, guidelines, and procedures for roadway and structures
 5. Kansas City Chapter of American Public Works Association (KCAPWA): standard details, specifications, guidelines, and procedures for roadway and structures
 - c. Testing Agency: Prior to start of the Work, the County will identify the testing agency that will be used on the project from their Term & Supply Contract.
 - d. Test Reports: After each test inspection two (2) copies of the report to the County to share with the Contractor. The report shall include:

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1. Date issued
 2. Project title and number
 3. Name of inspector
 4. Date and time of sampling or inspection
 5. Identification of product and specifications section
 6. Location in the Project
 7. Type of test/inspection
 8. Date of test/inspection
 9. Results of test/inspection
 10. Conformance with Contract Documents
- e. Certificates: When specified in individual specification sections, submit certification by the manufacturer and Contractor to the County, in quantities specified for Product Data.
- f. Manufacturer's Instructions: When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, for the County's information. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
- g. Manufacturer's Field Reports: Submit reports for the County's benefit as contract administrator. Submit for information for the limited purpose of assessing conformance with information given and the design concept expressed in the contract documents.
- B. Control of Installation:
- a. The Contractor shall notify the County a minimum of 48 hours prior to expected time for operations requiring inspection and laboratory testing services. Such testing, or failure to test, on the part of the County shall in no way relieve the Contractor of complete responsibility for furnishing materials and constructing the Project in accordance with all of the Contract Documents. Testing services arranged and paid by the County.
 - b. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
 - c. Comply with manufacturers' instructions, including each step in sequence. If manufacturer's instructions conflict with Contract Documents, request clarification from the County before proceeding.
 - d. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
 - e. Have Work performed by persons qualified to produce required and specified quality.
 - f. Verify that field measurements are as indicated on shop drawings or as instructed by the manufacturer. Once installed, secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, and disfigurement.
- C. Certificates of Compliance:
- a. The Contractor, prior to payment for the pay items, shall submit, in triplicate, certificate of

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compliance from manufacturers, producers, fabricators and suppliers of items to be incorporated in the work attesting that all items and materials supplied in connection with the work conform to the requirements of the Specifications, as provided in the various sections of these Contract Documents.

- b. Whenever the items so certified deviate from the requirements of the Technical Specifications, Plans and other Contract Documents, then the Contractor shall point out such deviation in the letter of transmittal. Unless this procedure is followed and such deviations are specifically approved by the County in writing, then the County's approval of such certifications will not constitute approval of the deviations.
- c. Said certificates may be accepted by the County as adequate evidence of compliance with the Contract Documents. However, at its option, the County may test any or all of said items for compliance. If found to be in compliance with the Contract Documents, the cost of testing will be borne by the County. If found to be not in compliance, the Contractor shall pay for such testing.
- D. Payment for testing shall be paid by the County in conformance with the Special Conditions. Retesting required because of non-conformance to specified requirements shall be performed by the same testing firm on instructions by the County. The Contractor shall bear all costs from such retesting at no additional cost to the County.

TS-10 TEMPORARY FACILITIES

- A. Water: Any water required to prepare concrete, mortar, for the project, or other construction products shall be from a potable source. Water from a stream, pond, etc. is unacceptable.
- B. Power: All power for lighting, operations of the Contractor's equipment, or for any other use which may be required for proper completion of the Work shall be provided by the Contractor.
- C. Sanitary Facilities: Contractor shall furnish temporary sanitary facilities at the site, as provided herein, for the needs of all construction workers and others performing work or furnishing services on the Project.

Sanitary facilities shall be of reasonable capacity, properly maintained throughout the construction period, and obscured from public view to the greatest practical extent. If toilets of the chemically treated type are used, at least one toilet will be furnished for each 20 persons. Contractor shall enforce the use of such sanitary facilities by all personnel at the site.

- D. Fences: All existing fences affected by the Work shall be maintained by Contractor until completion of the Work. Where fences must be maintained across the construction easement, adequate gates shall be installed. Gates shall be kept closed and locked at all times when not in use.

On completion of the Work across any tract of land, Contractor shall restore all fences to their original or to better condition and to their original location.

- E. Parking: Contractor shall provide and maintain suitable parking areas for the use of all construction workers and others performing work or furnishing services in connection with the Project, as required to avoid any need for parking personal vehicles where they may interfere

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with public traffic, County's operations, or construction activities.

- F. Noise Control: Contractor shall take reasonable measures to avoid unnecessary noise. Such measures shall be appropriate for the normal ambient sound levels in the area during working hours. All construction machinery and vehicles shall be equipped with practical sound-muffling devices, and operated in a manner to cause the least noise consistent with efficient performance of the Work.

Construction activities, such as excavation, demolition, installation, erection, alteration, or repairs, adjacent to residential areas shall be limited to 7:00 a.m. and 8:00 p.m. on weekdays. In the case of urgent necessity in the interest of public safety, the Contractor may request a letter of permission from the County.

- G. Dust Control: Contractor shall take reasonable measures to prevent unnecessary dust. Earth surfaces subject to dusting shall be kept moist with water or by application of a chemical suppressant. When practicable, dusty materials in piles or in transit shall be covered to prevent blowing.
- H. Pollution Control: Contractor shall prevent the pollution of watercourses by sanitary wastes, sediment, debris, and other substances resulting from the construction activities. No sanitary wastes will be permitted to enter any watercourse other than sanitary sewers. No sediment, debris, or other substance will be permitted to enter sanitary sewers, and reasonable measures will be taken to prevent such materials from entering any watercourse.
- I. No separate payment will be made for the installation, maintenance, and removal of any temporary facility needed for the completion of the Work. All costs pertaining to these items shall be included in the other contract prices.

TS-11 DEBRIS CONTROL

- A. During construction, care shall be taken to ensure public safety in the project area. The Contractor shall maintain the project area so that it is free of debris at all times. As each major component of work is completed, excess materials and unnecessary equipment shall be removed from the project area and corresponding backfilling and clean up shall be done promptly.
- B. No separate payment will be made for the debris control. All costs pertaining to this item shall be included in the contract prices of other items.

TS-12 MOBILIZATION

- A. Description: This item shall consist of the preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies and incidentals to the project site, for the establishment of construction offices and other facilities necessary for work on the project, including contract bonds and insurance, and for all other work and operations that must be performed or costs incurred prior to beginning work on the various items on the project site.
- B. Mobilization shall conform to Section 618 of the MoDOT Standard Specifications.

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C. Basis of Payment: Payment item for Mobilization will be Lump Sum.

TS-13 CLEARING AND GRUBBING

- A. Clearing and grubbing shall conform to Section 2101, "Clearing and Grubbing", a subsection of Section 2100 "Grading and Site Preparation", and 2101, Clearing and Grubbing", of the APWA Standard Specifications except as herein modified. Measurement and Payment shall be in accordance with TS-13, Sections E & F.
- B. Add to Section 2101.3.A, "Clearing, Grubbing and Site Preparation", a subsection of "Definitions", the following:
- a. Right-of-way and easement lines, as shown on the Plans, shall be set by the Contractor prior to beginning clearing, grubbing, and demolition operations.
 - b. The limits of clearing and grubbing for the roadway and bridge construction shall be the construction limits where practical but in no case shall they extend beyond the easement and/or Right-of-Way lines. For isolated areas such as pipe runs the area shall be limited to the minimum practical area of construction. The Contractor shall establish all right of way and easement lines and will designate all trees, shrubs, and plants that are to remain. The County will review the trees that are marked for removal and approve the selection. No removals shall be made until this review has been made. See Special Conditions for more information on construction staking.
- C. Add to Section 2101.3.E., "Trees", the following:
- a. Individual trees shall not be classified or measured. All tree removals shall be **SUBSIDIARY** to the lump sum bid price for Clearing and Grubbing.
 - b. The drawing may not show all trees, the Contractor shall make their own determination as to the number, types and sizes of trees to be removed.
 - c. If the Contractor chips or grinds the timber debris the Contractor shall dispose of the material, legally, in approved disposal sites at no additional cost to the County.
- D. Add to Section 2101.3. "Brush" the following:
- a. Brush shall not be classified or measured. All brush removals shall be **SUBSIDIARY** to the lump sum bid price for Clearing and Grubbing.
 - b. Open burning will not be permitted. Controlled burning will be permitted. Contractor will need to acquire permit from Missouri Department to Natural Resources and from **Fort Osage Fire Protection District**. The County does not issue burning permits. The permit shall be posted at the project site prior to and during any burning operations.
- E. Modify Section 2103.2, "Method of Measurement", by adding the following:
- No Measurement will be made of "Clearing and Grubbing".

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F. Modify Section 2103.3, Basis of Payment, by adding the following:

Payment for "Clearing and Grubbing" will be lump sum bid price. Tree removal for the project, where required, shall be **SUBSIDIARY** to the bid item, "Clearing and Grubbing".

TS-14 CONSTRUCTION STAKING

- A. Construction Staking shall be in accordance with the MoDOT Standard Specifications Section 627, "Contractor Surveying and Staking".
- B. Construction Staking shall follow the provisions of Section 627 and the Special Provisions 8 (SP-8) Position, Grade, and Alignment of this contract.
- C. Modify Section 627.2, "Staking Requirements", by adding the following:
 - a. "Upon the completion of the Construction, a Survey Staking of the New and Existing Right-of-Ways shall be staked after the Construction of this project has been finalized.
- D. Contractor shall survey the finish grade and set the stakes for the County's portion.

E. MEASUREMENT AND PAYMENT

- a. No measurement for Contractor Furnished Surveying and Staking will be made.
- b. All labor, equipment, materials, etc. shall be considered completely covered by "Contractor Furnished Surveying and Staking" as a lump sum bid item.

TS-15 REMOVAL OF IMPROVEMENTS

- A. Removal of the existing structure shall conform to the requirements of Section 202, "Removal of Roadways and Buildings", of the MoDOT Standard Specifications except as herein modified.
 - a. Removal of all other existing improvements on the project shall conform to the requirements of Section 202.30, "Removal of Improvements for Roadway Contracts", except as herein modified.
 - b. Removal of improvements includes, but is not limited to, the removal of existing pavement, base, vegetation, guardrail, and permanent signage not otherwise specified for relocation per the Demolition Plans. No special measurement and payment will be made for removals necessary to complete the work as shown in the Plans and Specifications.
 - c. Add to Section 202.30.1, "Description", the following:
 - 1. This work shall include the removal of remnants of construction from the existing asphaltic concrete surface roadway to allow for a new roadway pavement and new

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structure.

- d. Add to Section 202.30.1.1, a subsection of "Disposal of Materials", Section 202.3 "Construction Requirements", the following:
1. All material removed shall become the property of the Contractor and shall be removed and disposed of by the Contractor.
 2. Contractor shall notify the Property Owner(s) in such case, **72 hours before removal**. No additional payment shall be made for this work.
 3. If the Contractor encounters an Existing standard UPS Mailbox near an Existing Driveway within the work area that is in the way of construction, then the Existing Mailbox will be temporarily removed to a location as agreed upon by the UPS and Property Owner. If the Existing Mailbox is a non-standard UPS Mailbox (custom), then the Contractor shall communicate with the County prior to any and all relocations. The removal, relocating and installation of the Existing Mailbox shall be **SUBSIDIARY** to unit price for "Removal of Improvements".
- e. Add to Section 202.30.1.2, "Description", subsection of Section 202.30 "Removal of Improvements for Roadway Contracts", the following:

The Plans may not show all items to be removed. Other removals, necessary for construction of the proposed improvements, shall be as approved or directed by the Engineer. No additional compensation will be made for such removals.

B. Measurement

- a. Modify Section 202.30.2, Method of Measurement, by adding the following:
1. No Measurement will be made of Removal of Improvements.

C. Payment

- a. Modify Section 202.30.3, Basis of Payment, by adding the following:
1. Payment for Removal of Improvements will be at the plan quantities and contract Lump Sum price.

TS-16 REMOVAL OF BRIDGES

- A. Removal of the existing bridge, concrete wingwalls, and footings shall conform to the requirements of Section 216, "Removal for Bridge Structures," of the MoDOT Standard Specifications except as herein modified.
- B. Add to Section 216.10.1, "Description", a subsection of "Removal of Bridges", the following:
- a. This work shall also include the removal of remnants of construction from structures that were in place prior to the construction of the existing Bridge including but not limited to existing Bridge structure, foundations, seal courses, toewalls, concrete wingwalls, traffic

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signs/posts, unseen falsework or permanent piling, miscellaneous rubble, concrete deposits, tree branch removal, and backfill to allow for installation of a new structure on suitable subgrade.

b. Amend Section 216.10.2 with the following:

1. The Plans may not show all items to be removed. Other removals, necessary for construction of the proposed improvements, shall be as approved or directed by the County. No additional compensation will be made for such removals.
2. All material removed shall become the property of the Contractor and shall be removed and disposed of by the Contractor.

C. Measurement

a. Modify Section 216.10.3, "Method of Measurement", by adding the following:

1. No Measurement will be made of Removal of Bridges (0750018).

D. Payment

a. Modify Section 216.10.4, Basis of Payment, by adding the following:

1. Payment for Removal of Bridges (0750018) will be at the contract Lump Sum price.

TS-17 GRAVEL (A) or CRUSHED STONE (B) (6 IN. THICK)

A. Compacted aggregate surface for roadway shall be in accordance with the MoDOT Standard Specifications Section 310, "Aggregate Surface", Section 1006 "Aggregate for Surfacing, and Section 1007 "Aggregate for Base".

B. Measurement

- a. Gravel (A) or Crushed Stone (B) (6 in. thick) shall be measured by area, per square yard.

C. Payment

- a. Gravel (A) or Crushed Stone (B) (6 in. thick) will be paid at the contract unit price per square yard.

TS-18 ASPHALTIC CONCRETE MIXTURE APWA TYPE 5-01 SURFACE, ACM APWA TYPE 5-01 BASE, AND SUBGRADE COMPACTION

A. Asphaltic Concrete Mixture APWA Type 5-01 Surface and 5-01 Base

- a. Asphaltic Concrete shall conform to the applicable requirements of APWA Section 2205 except as modified by the Plans or this Technical Provision.

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1. The Material shall be in accordance with the following:
 - i. The base course for Buckner Tarsney Road shall consist of a 7" thick, RC Type 5-01 mixture meeting the requirements of Standard Specification Section 2205.3, paragraph A.
 - ii. The base course for Steiner Way shall consist of a 5" thick, RC Type 5-01 mixture meeting the requirements of Standard Specification Section 2205.3, paragraph A.
 - iii. The surface course shall consist of a 2" thick, RC Type 5-01 mixture meeting the requirements of Standard Specification Section 2205.3, paragraph A.
2. Add the following paragraph to Section 2205.7.A.1
 - i. In the event the automatic screed controls on the paving machine fails, the Contractor shall be allowed to continue placing mix only until the material in route to the project has been placed.
3. Modify Section 2205.8 by adding the following
 - i. The maximum temperature of the mix placed shall be 350° F. Asphaltic concrete pavement received onto the jobsite above this temperature shall be rejected.
4. The density requirements of Standard Specification 2205.8, paragraph E, are revised as follows:
 - i. The completed asphalt concrete paving shall have a density equal to or greater than 96 percent for the base course and 98 percent for surface course.
5. Modify Section 2205.8.A. by adding:
 - i. All existing pavements shall be saw cut full depth and the edges tacked before any new material is placed adjacent to it.
 - ii. All existing surfaces shall be tacked in accordance with Section 2204 prior to paving.
 - iii. The subgrade shall be prepared in accordance with MoDOT Section 210.
6. Recycled asphalt shingles (RAS) are not permitted for use.

B. Measurement

- a. The quantities of accepted work for asphaltic concrete base and surface shall be measured per Ton.
- b. The quantities of subgrade compaction (6-in. thick) shall be measured per square yard.

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C. Payment

- a. Payment for asphalt work will be made at the respective contract unit bid price for "Asphaltic Concrete Mixture APWA Type 5-01 Surface" and "Asphaltic Concrete Mixture APWA Type 5-01 Base" per Ton.
- b. Payment for subgrade compaction will be made at the contract unit bid price for "Subgrade Compaction (6-In. Thick) per square yard.

TS-19 TACK COAT

A. Tack Coat shall be in accordance with the APWA Standard Specifications 2204, "Tack Coat", except as modified by these Provisions.

- a. Add to Section 2204.2, "Materials," the following:

The bituminous tack coat shall be asphalt emulsion grade SS-1h and care shall be exercised to make sure that the tack coat materials are kept on the asphaltic concrete surface. The application rate between lifts of base course shall be between 0.03 and 0.05 gallons per Square Yard. The application rate between the base course and the surface course shall be between 0.05 and 0.10 gallons per Square Yard. All pavements shall be tacked. When weather conditions require, the County may direct a different type of asphalt tack material be used.

- b. Add the following provision to Section 2204.7:

Tack coat shall be applied between each layer of new asphaltic concrete to assure bond unless the previously laid surface is absolutely clean and the Engineer is satisfied that proper bonding will occur without tack coat. Tack coating between layers of new asphaltic concrete may be omitted only with the Engineer's permission. Emulsified asphalt, Type SS-1h, shall be diluted one (1) part water emulsion, to (1) part asphalt and mixed uniformly and heated to within the range of 6 F, and 160 degrees F, prior to application

B. Measurement:

- a. Tack Coat will be measured per Gallon.

C. Payment:

- a. Tack Coat shall be paid per Gallon.

TS-20 EARTHWORK

- A. This item generally consists of excavation, hauling, placement of earthwork, staging/stockpiling, backfilling, compacting embankment and grading. All materials and labor necessary to excavate and remove materials, provide suitable soils or granular backfill shall be in accordance with MoDOT Standard Specifications Section 203. All subgrade compaction shall be completed in accordance with MoDOT Standard Specifications Section

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- B. Modify Section 203.5.3, "Top Lift Thickness", by adding the following:
- a. "Suitable material for the top 18" of earth subgrade shall be entirely imperishable soil. Where rubbery conditions exist at the time the aggregate surface is to be placed, the Contractor shall rework or remove such material as directed by the Engineer and replace it with a suitable subgrade material compacted in accordance with these specifications. All rework or removal and replacement shall be **SUBSIDIARY** to the unit bid price for **Earthwork.**"
 - b. "The top 6" of soil outside the roadbed shall be of sufficient fertile nature to support the independent growth of grass. The Contractor at their own cost shall be liable to add nutrients, modify the soil or replace the soil if in 6 months a flourishing stand of grass is not obtained."
- C. Section 203.5.4, "Structure Approach", shall be considered applicable to this contract; i.e. all roadway and channel embankment shall be compacted to 95% plus or minus 5 per cent of the Standard Proctor (ASTM D698) maximum dry density at a moisture content within 3 percent plus or 1 percent minus of optimum moisture content.
- D. Compacting in cut, as required by Section 203.5.8 through 203.5.8.2, subsections of "Compacting in Cut", will not be paid for separately and shall be considered **SUBSIDIARY** to the items of work for which direct payment will be made.
- E. Daylight offset and elevation callouts are approximate and for information only. Plan dimension, section grades, and site conditions shall govern the final construction limits.
- F. Shrinkage and swell factors are assumed to be zero.
- G. Contractor should anticipate that the bottom of the channel is soil with previous rock blanket intermixed. Excavation work on this project will include rock excavation, however, no special measurement or payment will be made for rock excavation.
- H. Sloped fill areas must be benched prior to the placement of fill. These benches are to be horizontal or slightly slope into the hillside to stabilize the fill, which must be properly cut and compacted. In general, the maximum vertical height between benches should be limited to less than three feet.
- I. Modify Section 206.1.2, "Description", subsection of Section 206 "Excavation for Structures", by adding the following:
- a. "No material excavated from the project shall be deposited within any "floodway" or "floodplain" as defined by the FEMA Flood Insurance Maps unless a permit to do so has been obtained. These maps are available for review at the offices of the Engineer."
- J. Measurement:
- a. No field measurement will be made for Earthwork.
 - b. Modify Section 203.8.1 subsection of "Method of Measurement", by adding the following:

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1. No measurement will be made of the amount of excavation, embankment, compaction or borrow will be made. It is the responsibility of the Contractor to appraise the site and its embankments to determine the amount of earthwork will be required to complete the project.

K. Payment:

- a. Payment for this work will be made at the Lump Sum price for "Earthwork".
- b. Hauling, stockpiling, and transportation costs for earthwork materials are **SUBSIDIARY** to this bid item.
- c. "No claim for extra work will be considered after excavation operations have commenced on the project."
- d. The backfill materials and requirements of the new structure shall be **SUBSIDIARY** to this bid item.
- e. Backfilling and compacting the materials for the bridge and wingwalls shall be **SUBSIDIARY** to unit price for "Earthwork".

TS-21 TRAFFIC CONTROL

- A. Traffic Control and Traffic Control signs and devices shall conform to the Manual of Uniform Traffic Control Devices (MUTCD), latest edition, and to the requirements of Section 612, "Impact Attenuators", 616, "Temporary Traffic Control", 1042, "Highway Sign Material", 1044 "Posts for Markers and Delineators", and 1063, "Temporary Traffic Control Devices", of the Missouri Department of Transportation Standard Specifications except as herein modified.
- B. The Contractor shall obtain a MoDOT permit for the traffic control plan prior to construction.
- C. Modify Section 616.3.1, subsection of Safety Requirements for Section 616, Temporary Traffic Control, to read as follows:
 - a. The Contractor shall furnish, install, maintain, clean and relocate all signs, drums, cones, barricades, delineators, object markers, flashing arrow panels, channeling devices, lights and other traffic control devices shown on the Plans, or as directed by the County. All Traffic Control devices shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The contractor shall replace any unacceptable device as soon as possible but not to exceed 24 hours after the contractor had been notified.
 - b. The work zone within the immediate vicinity of the bridge shall be closed to traffic for the limits of the project.
 - c. **The road closure duration is limited to 130 Working Days.**

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- d. Contractor must notify the Sheriff Department and Fire Department in writing 14 days in advance of the proposed closure date in order to allow sufficient time for public notification.
 - e. Contractor shall be required to maintain access to all properties served by streets affected by the construction work, unless otherwise stated on the Plans.
 - f. Before road closure is allowed all detour signing shall be in place and accepted by the County.
- D. Add to Section 616.4.1.1, subsection of "Construction Requirements", the following:
- a. Care shall be exercised in removal of the existing signs and traffic control devices. No removals shall be made until the construction signs and barricades are in place and accepted. All signs removed shall be stockpiled for the County to salvage.
- E. Contractor shall be required at the time of the pre-construction conference to designate a specific employee (with cell phone number) to be responsible for the maintenance of the traffic regulation devices and establish a method of contacting this person during both working and non-working hours. This information shall be provided to the County's inspector. Contractor may, at their option, establish a maintenance agreement with a qualified firm, approved by the County, to supply, install, and maintain the required traffic regulation devices throughout the duration of this project.
- F. The County inspector on this project will make daily inspections of the traffic control devices installed to help assure compliance of the traffic control plan and the safety of the contract. In addition, the Contractor's representative on this project shall make daily inspections of the traffic regulation devices installed as part of this contract and maintain records of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records. It shall be Contractor's responsibility to maintain all traffic regulation devices in proper working condition and placement at all times. Contractor shall promptly correct any deficiencies in traffic regulation.
- G. All existing traffic signs, stop signs, and street signs in the way of the work shall be carefully removed or bagged (where applicable) by the Contractor. Where removed they shall be salvaged and saved for the County. No separate payment will be made for this work.
- H. It shall be the responsibility of the Contractor to perform the necessary maintenance and provide additional traffic control devices as necessary for the safety of the traffic.
- I. Signs shall be mounted on sign posts of approved materials and in accordance with the MUTCD and the Plans. The sign posts and their foundation shall be so constructed as to hold the signs in a proper and permanent position, to resist swaying in the wind. Installations on tripods or similar installation is prohibited unless specifically authorized. When such installations are allowed the Contractor shall place adequate sand bags on the device supporting the sign to ensure that the sign remains in place.
- J. Contractor shall take all proper precautions to guard against injury to persons or damage to property until final acceptance of the work by the Director of Public Works. These

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precautions should include, but not be limited to, protection of vehicular and pedestrian traffic from injury or damage due to open excavations by the proper placement of appropriate safety devices. Contractor shall maintain safety devices and their proper placement throughout the construction time. Construction practices should be followed that will eliminate all safety hazards as quickly as possible or practicable.

- K. All open trenches and other excavations shall be provided with suitable barriers, signs, lights and other protective devices to the extent that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.
- L. Contractor shall provide all barricades, cones, drums, construction warning signs, flagmen, and incidental devices to protect, warn, and guide vehicular and pedestrian traffic, and to protect their personnel and equipment on the job site. During all phases of construction, Contractor shall display the required signs. Any traffic regulation device not in use shall be covered, removed, or turned away from view of oncoming traffic. Whenever the work area changes all construction-warning signs and traffic channelization devices shall be made current in both legend and function.
- M. All traffic regulation devices shall conform to the current Manual on Uniform Traffic Control Devices. No substitutions for the devices required by the above referenced manual or changes in the methods of traffic regulation as outlined herein will be allowed without the written approval of the Engineer.
- N. Contractor's representative on this project shall make daily inspections of the traffic regulation devices installed as part of this contract and maintain records of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records. It shall be Contractor's responsibility to maintain all traffic regulation devices in proper working condition and placement at all times. Contractor shall promptly correct any deficiencies in traffic regulation
- O. Damage to existing utilities during construction of this project which require immediate repair may be considered as an "emergency", and as such may not be subject to all of the restrictions contained herein. Therefore, Contractor should immediately contact the utility company whose facilities are involved and Jackson County Public Works whenever any utilities are damaged, which may require immediate repair. Any costs incurred by Contractor for such "emergency" utility repair, including the cost of any additional traffic regulation that may be required, will be Contractor's sole responsibility.
- P. If Contractor encounters conditions that require a change in method of traffic regulation Contractor shall immediately notify the inspector. At least 48 hours before the start of the proposed change, the inspector will request approval of the change from the Jackson County Public Works.
- Q. If the Contractor wishes to modify the traffic control, the Contractor shall submit in writing 14 days in advance of beginning of construction to Jackson County Public Works for review. This suggested change cannot increase the cost of the contract.
- R. Contractor shall sign the County's traffic control permit with MoDOT and provide a 24-hour

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contact to the County and MoDOT for purposes of ensuring a contact is provided that can ensure the traffic control is maintained.

S. The Contractor shall install Type III Barricades with Flashers (T3B) as shown on the Traffic Control Plans. The barricades installation and maintaining shall be **SUBSIDIARY** to the unit price of "Temporary Traffic Control".

T. Measurement:

a. There will be no field measurement of the Temporary Traffic Control. The Contractor shall utilize the minimum dimensions and sizes of the Signs and Traffic Control Devices as specified in the Traffic Control Plans.

U. Payment:

a. The Contractor will be paid the Lump Sum unit price bid. All labor and materials needed to obtain a MoDOT permit (including any fees), provide, maintain, remove or reset temporary signage shown in the Traffic Control Plan complete-in-place or otherwise needed by way of the project specifications or site specific requirements shall be considered **SUBSIDIARY** to "Temporary Traffic Control" per Lump Sum. Interim payments for Temporary Traffic Control shall be paid based on the percent complete (based on contract value).

TS-22 TYPE 2 ROCK BLANKET AND GEOTEXTILE FABRIC (FURNISHING AND PLACING)

A. Contractor shall furnish all materials, labor, and equipment necessary to install the rock blankets. Type 2 Rock Blanket shall be installed by the Contractor in accordance with the provisions of MoDOT Section 611. Contractor may make use of the existing rock blanket on-site to offset additional material required.

B. Thickness of rock blanket shall be as directed in the Plans.

C. Modify Section 611.30.2, "Material", subsection of Section 611.30, "Rock Blanket", by adding the following:

a. "No broken concrete shall be used for Rock Blanket."

D. Modify section 611.30.2 by stating that the Rock Blanket shall be Type II.

a. "The Contractor shall install under the Rock Blanket a Class 2, Type H Geotextile material that is similar to Mirafi 1100N geotextile OR APPROVED EQUAL, see Appendix AP-B, 10 oz. per Square Yard non-woven polypropylene, by Tancate or approved equal by the Engineer, and shall be spread over the leveled surface with overlaps as recommended by the fabric manufacturer. The Geotextile shall be in accordance with Sections 624, "Geotextile Construction", and 1011.3.3, "Permanent Erosion Control Geotextile", of the Standard Specifications. Installation shall be in accordance with the Standard Specifications and the manufacturer's recommendations.

i. The Geotextile shall not be exposed to the elements beyond 14 days and shall be protected from shipping and storage damage by the envelopment of the product in a wrapping material which protects the fabric from water, sunlight and contaminants.

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- ii. The Geotextile shall be laid upon a smooth surface without any voids underneath the fabric and shall be free of wrinkles and folds.
 - iii. The fabric shall be placed in accordance with the manufacturer's recommendations.
 - iv. The minimum overlap, in both directions, shall be one foot.
 - v. The manufacturer shall certify that all materials delivered to the project meet or exceed the specifications."
- E. **SUBSIDIARY** to the unit price bid for "Type 2 Rock Blanket and Geotextile" shall be the furnishing all materials and labor for excavation, placement, installation of fabric, compaction, and backfilling.
- F. If suitable, and acceptable onsite materials are excavated the contractor may utilize these materials in the rock blanket installation.
- G. No special measurement or payment for excavation, backfilling or subgrade compaction to install the rock blanket.
- H. Measurement:
- a. Measurement will be made to the nearest Cubic Yard of material in place in the completed blanket.
- I. Payment:
- a. The Contractor will be paid the contract unit bid price per Cubic Yard for "**Type 2 Rock Blanket and Geotextile**".

TS-23 GUARDRAIL (MGS AND TYPE A), END ANCHORS, TRANSITIONS AND END TERMINALS

- A. Contractor shall furnish all materials, labor, equipment necessary to install the guardrail and related appurtenances. Guardrail and end terminals shall be installed by the Contractor in accordance with the provisions of MoDOT Sections 606 and 1040 and the Plans.
- B. Modify sub section 606.3.3.1 of section 606.3.3 "Posts for Guardrail and One-Strand Access Restraint Cable" by noting that **all POSTS shall be STEEL and all 12" BLOCKS shall be PLASTIC.**
- C. The Terminal End Sections for the 12" Blocks shall be Test Level 3 from Road Systems, Inc. (RSI) or APPROVED EQUAL.
- D. No MoDOT standard connector plates will be necessary, since a vertical faced corral rail is being utilized. Contractor to make any adjustments, as necessary, to ensure guardrail system ties to corral rail correctly and submit any special attachments as a shop drawing for review and approval by the Engineer.
- E. No special measurement or payment will be made for excavation, backfilling or subgrade recompacting to install the guardrail items.

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F. Measurement:

- a. Measurement for "MGS Guardrail" and "Type A Guardrail" will be made to the nearest Lineal Foot, complete-in-place.
- b. Measurement for "Type A Crashworthy End Terminal", "Type A End Anchor", MGS Bridge Approach Transition" and "Type A Bridge Approach Section" will be made per each.

G. Payment:

- a. The Contractor will be paid the contract unit bid price per Lineal Foot for "MGS Guardrail" and "Type A Guardrail".
- b. The Contractor will be paid the contract unit bid price per each for "Type A Crashworthy End Terminal", "Type A End Anchor", MGS Bridge Approach Transition" and "Type A Bridge Approach Section"

TS-24 EROSION AND SEDIMENT CONTROL DEVICES

- A. This work shall consist of furnishing, installing, maintaining, and removing temporary control measures as ordered by the County. This work shall conform to the general requirements of Division 800, "Roadside Development", of the MoDOT Standard Specifications as modified by this Technical Specification. The control of water pollution will be accomplished with Silt Fences, Rock Ditch Checks, Diversion Dams, Low Water Crossings, Wattle Logs, and Biodegradable Log Inlet Protection in accordance with these specifications.
- B. The temporary pollution control provisions contained herein shall be coordinated with the permanent erosion control features specified elsewhere in the contract to assure economical, effective, and continuous erosion control. These provisions shall also apply to work within easements designated by the Engineer.
- C. The purpose of these specifications is to set forth certain temporary water pollution control measures, which shall be required of the contractor. The contractor shall exercise best management practices throughout the life of the project to control water pollution. Pollutants such as chemicals, fuels, lubricants, bitumens, concrete wash water or deleterious construction materials, raw sewage, or other harmful material shall not be discharged from the project.
- D. Prior to the pre-construction conference and prior to the start of construction the contractor shall submit for acceptance their schedules for the implementation of temporary and permanent erosion control work, as are applicable for each phase of construction. No work shall be started until the appropriate erosion control measures have been installed and approved by the County.

E. Measurement:

- a. No special measurement will be made for Erosion Control measures.

F. Payment:

- a. Contractor will be paid for Erosion Control by the contract bid price per lump sum.

TS-25 TEMPORARY SEEDING AND MULCHING

- A. When directed by the Engineer, the Contractor shall apply temporary seeding and mulching to all areas to minimize erosion control measures.
- B. Temporary seeding and mulching shall be in accordance with APWA Standard Specification Section 2153.5. The Contractor shall apply the Type "TR" Seed or Type "TM" Seed based on the time of year that the seed and mulch are being applied.
- C. Temporary seeding and mulching including any necessary site preparation work and watering shall be **SUBSIDIARY** to the contract unit price for other items. No direct measurement or payment will be made for temporary seeding and mulching.

TS-26 SEEDING

- A. This work shall consist of hydro seeding, fertilizing and mulching all disturbed areas within the project limits unless otherwise directed by the County. This work shall be in accordance with the APWA Standard Specifications Section 2404, "Hydroseeding". The seed mix for steeper slope projects (Type 1) is as follows:

PLS Rate: Lbs/Ac	Seed Name
50	Indiangrass (Cheyenne)
55	Little Bluestem (Cimarron)
45	Switchgrass (Alamo)
55	Annual Ryegrass
25	Perennial Ryegrass
15	Partridge Pea (Comanche)
25	White Prairie Clover
85	Side Oats Gramma (El Reno)
25	Coreopsis
55	Creeping Red Fescue
435	= Pounds Seed / Acres
10 Lbs/1,000 SF Per Manufacturer	= Minimum Application Rate Fertilizer (13-13-13)

- B. Unless otherwise noted in Plans, Erosion control blanket to be installed in these areas per current APWA requirements.
- C. Type 2 seeding shall be used in areas with flatter slopes (4:1 slope or flatter). The seed mix for turf areas (Type 2) consists of the following:

Festuca arundinacea, Fineleaf Tall Fescue. Varieties- Hounddog V, Rebel Jr., Rebel III, Rebel 3D, Barlexas, Millennium, Southern Choice, Tar Heel, Wolf Pack, Bonsai 2000, Shortstop II Coyote, or other pre-approved substitutes

..... 87.5%

Lolium multiflorum – annual ryegrass.....
12.5%

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- A. Mix required to meet percentage by weight of pure live seed in each lot of seed, as listed above.
- D. Measurement:
 - a. Seeding will not be measured. There will be no measurement or separate payment for any items of work not specifically identified and listed in the Contract Documents.
- E. Payment:
 - a. All labor and materials (including but not limited to; seed, mulch, tackifier, fertilizer, water, herbicides, etc) needed to prepare the soil, scalp existing vegetation, compaction, provide, maintain, repair, clean-up and re-seed shall be considered **SUBSIDIARY** to the lump sum bid item "Hydro Seed & Mulch".
 - b. County approval is required before final payment will be made. Seeded areas shall be observed to consist of a healthy stand of green grass.

TS-27 PAVEMENT MARKING (PAINT)

- A. Pavement Marking shall be installed in accordance with MoDOT Section 620, Pavement Marking.
- B. "All paint shall be Acrylic Waterborne MSP-94-06J." The Contractor shall submit to the Engineer, certification from the manufacturer that all paint used on the project is in compliance with the specifications listed in the Appendix of this Contract.
- C. The painted markings shall be applied with a truck-mounted striping machine capable of heating the materials to approximately 140°F and spraying onto the pavement in a uniform dimension strip. The machine shall be capable of applying either a continuous or intermittent lines in any pattern prescribed for longitudinal pavement markings in the M.U.T.C.D. Glass spheres shall be applied by automatic dispensers which are synchronized with the paint spray equipment. Paint shall be applied at a rate of at least 17 gal./mile of 4" continuous line so that a wet film thickness of at least 15 mil will be achieved.
- D. Reflective glass spheres shall be applied at a rate of 6 lb./gal. And spheres shall be uniformly distributed across the width of the line. Intermittent skip lines shall be painted as 10-foot segments with 30-foot gaps. Double centerlines should consist of 4" lines separated by a 4" space.
- E. Completed traffic stripes shall have clean and well defined edges, shall be uniform, shall be straight on tangent alignment, and shall be on a true arc on curved alignment. The widths of completed traffic stripes shall not deviate more than ¼ inch on tangent nor more than ½ inch on curves from the required widths. Broken traffic stripes shall also conform to the following requirements.
- F. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than two inches from the lengths required. The lengths of the gaps and individual stripes shall be of such uniformity throughout the entire length of each broken

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traffic stripe that a normal striping machine will be able to repeat the pattern and superimpose additional coats of paint upon the traffic stripe being painted.

- a. Drips, over spray, improper markings, and paint tracked by traffic shall be immediately removed from the pavement surface by methods approved by the engineer. All such removal work shall be at the contractor's expense.
 - b. Traffic stripes and pavement markings shall be applied only on dry surfaces and only during periods of favorable weather.
 - c. Painting shall not be performed when the atmospheric temperature is below 40°F, when freshly painted surfaces may become damaged by rain, fog, or condensation, nor when it can be anticipated during the drying period.
 - d. Surfaces which are to receive traffic stripes and pavement markings shall be cleaned of all dirt and loose material.
 - e. The volume of paint applied shall be measured by stabbing the paint tank with a calibrated rod. At the option of the engineer, if the striping machine is provided with air atomized spray units (not airless) and is equipped with paint gauges, the volume of paint may be determined by using such gauges.
 - f. All equipment used in the application of traffic stripes and pavement markings shall produce stripes and pavement markings of uniform quality that conform to the specified requirements. The striping machine shall be capable of accurately superimposing succeeding coats of traffic paint upon the first coat and upon existing stripes at a speed of at least five miles per hour.
 - g. Each coat of paint for any traffic stripe shall be applied in one pass of the striping machine, regardless of the number, widths, and types of individual stripes involved.
 - h. All spray equipment shall be of a proper type and of adequate capacity for the work. Air atomized spray equipment shall be equipped with oil and water extractors and pressure regulators and shall have adequate air volume and compressor recovery capacity. Spray gun tip needle assemblies and orifices shall be of the proper sizes.
 - i. Newly painted traffic stripes and pavement markings shall be protected from damage by traffic or other causes until the paint is thoroughly dry.
- G. The contractor will, at their own expense, be required to maintain traffic. Traffic control shall be in accordance with the M.U.T.C.D. and with directions issued by the engineer. The engineer shall determine the adequacy of the traffic control procedures or devices in use and may halt the marking operations until adequate protective measures are taken.
- H. Striping work on this project shall be scheduled and completed in a manner to provide the least interference with vehicular traffic without complete street closures or detours. Pavement marking work must be scheduled to avoid congestion, or hazard to the public and to provide the most satisfactory appearance of the work.
- I. Separate payment for compliance with traffic handling requirements will not be made and

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this item will be considered incidental to completion of the project.

J. The contractor shall provide a pilot vehicle to lead and a chase vehicle to follow the paint truck while paint is being applied. The pilot vehicle and the chase vehicle shall have an arrow board and appropriate signs in accordance to the M.U.T.C.D.

K. Marking Definition for the Painted Striping.

- a. **4" White Edge Line** (white longitudinal marking): A solid white line on the right and left edge of a roadway.
- b. **4" Yellow Centerline** (yellow longitudinal marking): A skip yellow line at the center of a roadway where two directions passing is allowed.

L. Materials:

- a. Fast-drying traffic paint and reflectorizing glass spheres shall fully comply with all of the requirements of the attached specifications appendices. No allowance for mixing losses shall be made in determining percentages of pigment. The mixed paint will be required to contain the stated percentage of pigment on analysis.
- b. The engineer reserves the right to take reasonable samples from the contractor's stock of materials at any time during the project and submit same for testing. Substitutions of materials or changes in the supplier will not be allowed without written consent of the engineer.
- c. Installation shall be in accordance with the manufacturers specifications as shown in for the following:
- d. Appendix B: White and Yellow Acrylic Waterborne Traffic Marking Paint MSP-94-06J and Glass Beads
- e. All Painted Striping shall be directed and approved by the Engineer.

M. Measurement:

- a. "4" Solid White Edge Line" and "4" Skip Yellow Centerline" striping shall be measured per Lineal Foot.

N. Payment:

- a. The Contractor will be paid the contract unit bid price per Lineal Foot for "4" Solid White Edge Line" and "4" Skip Yellow Centerline".

TS-28 BRIDGE WORK ITEMS

- A. Bridge work items, including measurement and payment, (bid items 24 – 35) shall be in accordance with MoDOT Standard Specifications, unless otherwise shown in the Plans or

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superseded by the project's TS's.

- B. The corral rail shall be built in accordance with the Plans and Specifications. The corral rail is based on a KDOT standard corral rail system for design, however MoDOT standard specifications have been utilized to control the materials to be used, workmanship, finishing, etc.

The ends of the guardrail that attach to the corral rail are MoDOT standards, which match in bolt pattern, elevation and overlap. However, the MoDOT standard guardrail plans do not accurately depict the blockout on the face of the barrier since they use a single sloped face. The blockout at the ends of the corral rail shall be constructed as shown in the bridge plans and any adjustments or special connection plates, if necessary, shall be made by the Contractor to ensure proper fit up. Contractor shall field verify guardrail will tie to the corral rail prior to setting formwork for the corral end sections, and notify Engineer of any discrepancies. See TS-23 for additional information.

No special measurement or payment will be made for formwork, concrete, or reinforcement needed. Corral rail shall be measured and paid at the contract unit bid price for "Corral Rail" per lineal foot.

TS-29 ACCESS AND RESTORATION

Re-establishment of any disturbed areas within public right-of-way or easements will be accomplished by the Contractor. Should the Contractor elect to use private property to stockpile materials, restoration shall be by the Contractor with no direct payment being made. Contractor shall obtain written permission via temporary easement from private property owners and provide a copy of this documentation to the County, if necessary.

TS-30 DISPOSAL OF EXCESS MATERIAL

Excess materials shall be legally disposed of at locations outside the right-of-way and provided by the Contractor. No direct payment will be made for this work.

TS-31 FORCE ACCOUNT

- A. Force Account shall conform to Section 105.1.1 Authority of Engineer, Section 109.4.3 Equitable Adjustment, Section 109.4.4 Application of Force Account, and Section 109.5 Force Account Computation of the Missouri Standard Specifications for Highway Construction.
- B. The Contractor shall perform other unforeseen work, for which there is no condition included in the contract, whenever it is deemed necessary or desirable to complete the work as designated by the County. Such work shall be performed in accordance with the Standard Specifications and as directed by the County.
- C. Payment for the work performed under this Technical Specification shall be made in accordance with the bid unit prices where the requested work is covered by an item listed in the bid. If the work is not represented by a unit price listed in the bid, payment will be in

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accordance with the General Conditions and more specifically GC-35 "Extra Work".

TS-32 REMOVE AND RESET SIGNS

- A. Signs designated in the Plans for reuse shall be carefully removed, stored, and reinstalled at the locations specified.
- B. Weight restriction signage shall be provided to the county for future use.
- C. The Contractor shall replace sign foundations, poles, and hardware (in-kind) where existing materials are unable to be salvaged, or as directed by the Engineer. All labor and materials necessary to remove and reset existing signage, complete-in-place, shall be considered completely covered by the contract unit bid price for "Remove and Reset Sign" per each.
- D. See MoDOT Standard Plans 903.03BR for signpost, hardware, anchor or foundation, and installation details for resetting signs.
- E. No special measurement or payment will be made for supplemental poles, foundations, or hardware that may be needed. These items shall be considered **SUBSIDIARY** to "Remove and Reset Sign" per each.
- F. Measurement: Measurement shall be made per each.
- G. Payment:
 - a. All labor and materials necessary to remove and reset existing signage, complete-in-place, shall be considered completely covered by the contract unit bid price for "Remove and Reset Sign" per each.

TS-33 MANHOLE MODIFICATIONS

- A. Manhole #5156 shall be modified in accordance with the plans and APWA Construction and Material Specifications, Section 2500 Sanitary Sewers.
- B. All labor and materials necessary to complete the manhole modifications, complete-in-place, shall be considered completely covered by the contract unit bid price for "Adjust Existing Manhole to Grade" per each. This work shall include, but not be limited to, the following work items: excavation, removals, disposal, cleaning, joint fillers, concrete, formwork, reinforcement, adjustment rings, manhole frame and cover, waterproofing, and backfilling.
- C. Measurement: Measurement shall be made per each.
- D. Payment:
 - a. All labor and materials to provide the manhole modifications, complete-in-place, shall be considered completely covered by the contract unit bid price for "Adjust Existing Manhole to Grade" per each.

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TS-34 ITEMS NOT LISTED IN THE PROPOSAL

There will be no measurement or separate payment for any items of work not specifically identified and listed in the Bid, and all costs pertaining thereto will be included in the contract unit prices for other items listed in the Bid.

TS-35 SUBSIDIARY WORK

All work shown in the plans or referred to in the Technical Specifications and not specifically set forth in the Itemized Bid as a pay item shall be considered a **SUBSIDIARY** obligation of the Contractor and all costs in connection therewith shall be included in the prices named in the bid.

TS-36 ESTIMATED QUANTITIES

- A. Payment for the following listed items will be based on the contract quantity shown on the plans. No final measurement of quantities will be made.
- a. Mobilization
 - b. Removal of Improvements
 - c. Contractor Furnished Surveying and Staking
 - d. Clearing and Grubbing
 - e. Earthwork
 - f. Removal of Structure
 - g. Erosion Control
 - h. Hydro Seed and Mulch
 - i. Traffic Control
- B. In the event of authorized changes, during construction, or appreciable error found in an estimated quantity, the Contractor may request in writing that a final measurement for payment be made of that item. Additionally for the above noted reasons the Engineer may make a final measurement for payment. If a measurement and re-computation of the quantity is done it shall be accordance with these Technical Specifications and the Standard Specifications and payment made based on the unit price noted in the bid.

TS-37 RE-BID QUESTIONS AND ANSWERS RELATING TO ENGINEER'S SPECIFICATIONS AND ORIGINAL BID QUESTIONS.

THE FOLLOWING ORIGINAL BID QUESTIONS ARE FROM INVITATION TO BID (ITB) 24-003.

Q01. Thickness of Asphalt: what is the total thickness of asphalt to before the approach slab option?

ANSWER: The optional asphalt approach slab shall be 12" minimum thickness when measured at the bridge gutter line. See Sheet No. 27 of 68 for construction details.

Q02. Prime Coat: Is there a subsidiary prime coat required on either the dirt or base rock?

ANSWER: After completing removal of the existing asphalt pavement, the Contractor shall determine if there is an existing base rock or soil subgrade in place. If there is an existing base rock that will be recompacted, then a prime coat shall be applied. This prime coat will be in accordance with TS-2 which refers to MoDOT Section 408. Prime coat required in this instance will be considered subsidiary to the asphalt pavement bid items. If there is an existing soil subgrade found that is to be recompacted, then a prime coat will not be required. The Contractor has the option to add a prime coat to the existing soil subgrade to protect it from the weather, but this work will not be eligible for direct payment.

Q03. 6" Compacted Subgrade: Is the 6" compacted subgrade shown on sheet 6 dirt or base rock?

ANSWER: The 6" compacted subgrade shown on Sheet No. 6 is intended to compact the existing soil subgrade. If existing base rock is found, then it will be recompacted. See TS-18 which refers to MoDOT Section 210 for preparation requirements.

END OF SECTION

IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE repealing section 1072., Jackson County Code, 1984, relating to construction projects, and enacting, in lieu thereof, one new section relating to the same subject.

ORDINANCE No. 4465, October 15, 2012

INTRODUCED BY James D. Tindall, Dan Tarwater, Theresa Garza Ruiz, and Dennis Waits, County Legislators

WHEREAS, the County has a strong commitment to Missouri's Prevailing Wage Law and, in support of this commitment, has undertaken a systematic review of the County ordinances and contracts relating to construction projects; and,

WHEREAS, the Legislature has determined that, section 1072. of the County Code, which governs prevailing wage enforcement on County construction projects, as currently written, works a hardship on some small and minority and women-owned trucking companies; and,

WHEREAS, an amendment to section 1072. may ease this hardship, while remaining consistent with State law; and,

WHEREAS, this amendment is in the best interest of the health, welfare, and safety of the citizens of Jackson County; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, as follows:

Section A. Enacting Clause. Section 1072., Jackson County Code, 1984, is hereby repealed and one new schedule enacted in lieu thereof, to be known as section 1072., to read as follows:

1072. Construction Projects - Requirements To Bid - Wages and Benefits - Certain Employers.

Jackson County reaffirms its long-standing policy that no less than the prevailing hourly rate of wages shall be paid to all workers performing work on construction projects on behalf of Jackson County. As a condition of eligibility to bid for or perform work on any Jackson County construction project funded in whole or in part by the County, producers or suppliers of dirt, sand, rock, asphalt, fly ash and/or concrete must pay their delivery employees no less than the prevailing rate of wages for work associated with the county construction project, as defined by section 290.210(5), RSMo, and the occupational titles listed in 8 CSR 30-3.060(Z). Wage rates for delivery employees shall be derived from the Missouri Annual Wage Order incorporated into the bid for the construction work. Delivery employees are covered under this section when delivering from an off-site location or a designated site location to the work site as outlined under 8 CSR-30-3.020(1) and (2). This section shall not apply to owners/operators of trucks hauling millings or delivering asphalt on a County construction project.

1072.1 Compliance Review Officer.

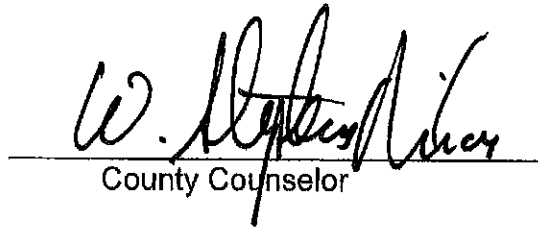
In addition to the duties set forth in chapter 6 of this code, it shall be the duty of the Compliance Review Officer to monitor the producers or suppliers of the

commodities enumerated in this section awarded County contracts to insure compliance with the prevailing rate of wages.

Effective Date: This Ordinance shall be effective immediately upon its signature by the County Executive.

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 4465 introduced on October, 2012 was duly passed on October 15, 2012 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

Nays 0

Abstaining 0

Absents 0

This Ordinance is hereby transmitted to the County Executive for his signature.

10-15-12
Date

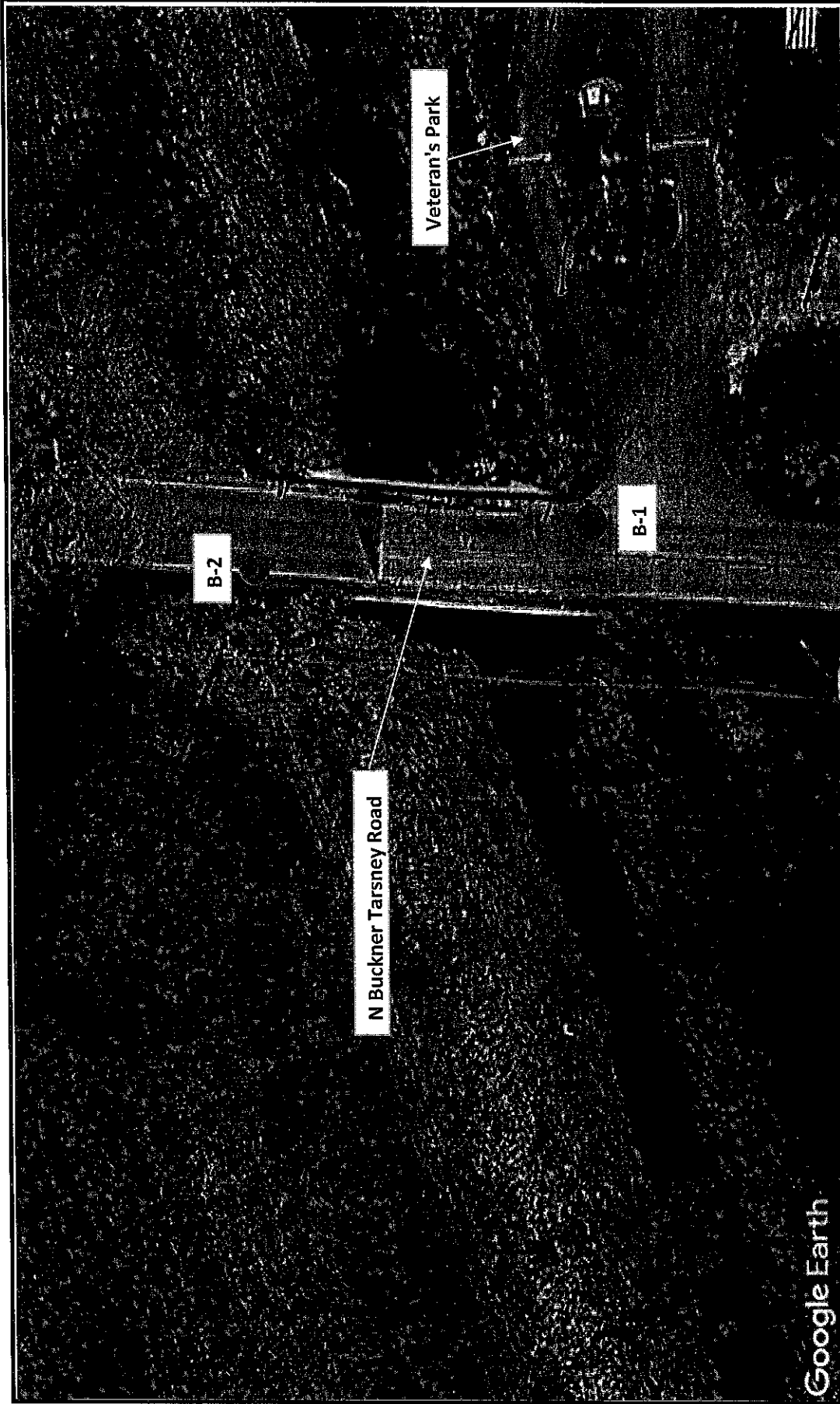

Mary Jo Spino, Clerk of Legislature

I hereby approve the attached Ordinance No. 4465.

10-16-2012
Date


Michael D. Sanders, County Executive

APPENDIX A
Boring Location Plan



Google Earth

Boring Location Plan	
Jackson County MO Buckner Tarsney Bridge Jackson County Missouri	

Scale: n.t.s.
Project No. V18-1897
Approved by: RRS
Date: 8/9/2022

APPENDIX B
Symbols and Nomenclature
Borehole Reports

SYMBOLS AND NOMENCLATURE

DRILLING NOTES

DRILLING AND SAMPLING SYMBOLS

SS: Split-Spoon Sample (1.375" ID, 2.0" OD)	HSA: Hollow Stem Auger	NE: Not Encountered
U: Thin-Walled Tube Sample (3.0" OD)	CFA: Continuous Flight Auger	NP: Not Performed
CS: Continuous Sample	HA: Hand Auger	NA: Not Applicable
BS: Bulk Sample	CPT: Cone Penetration Test	% Rec: Percent of Recovery
MC: Modified California Sampler	WB: Wash Bore	WD: While Drilling
GB: Grab Sample	FT: Fish Tail Bit	IAD: Immediately After Drilling
SPT: Standard Penetration Test Blows per 6.0"	RB: Rock Bit	AD: After Drilling
	PP: Pocket Penetrometer	CI: Cave In

DRILLING PROCEDURES

Soil samples designated as "U" samples on the boring logs were obtained in using Thin-Walled Tube Sampling techniques. Soil samples designated as "SS" samples were obtained during Penetration Test using a Split-Spoon Barrel sampler. The standard penetration resistance 'N' value is the number of blows of a 140 pound hammer falling 30 inches to drive the Split-Spoon sampler one foot. Soil samples designated as "MC" were obtained in using Thick-Walled, Ring-Lined, Split-Barrel Drive sampling techniques. Recovered samples were sealed in containers, labeled, and protected for transportation to the laboratory for testing.

WATER LEVEL MEASUREMENTS

Water levels indicated on the boring logs are levels measured in the borings at the times indicated. In relatively high permeable materials, the indicated levels may reflect the location of groundwater. In low permeability soils, the accurate determination of groundwater levels is not possible with only short-term observations.

SOIL PROPERTIES & DESCRIPTIONS

Descriptions of the soils encountered in the soil test borings were prepared using Visual-Manual Procedures for Descriptions and Identification of Soils.

PARTICLE SIZE

Boulders	12 in. +	Coarse Sand	4.75mm-2.0mm	Silt	0.075mm-0.005mm
Cobbles	12 in.-3 in.	Medium Sand	2.0mm-0.425mm	Clay	<0.005mm
Gravel	3 in.-4.75mm	Fine Sand	0.425mm-0.075mm		

COHESIVE SOILS

Unconfined Compressive

Consistency	Strength (Qu) (tsf)
Very Soft	<0.25
Soft	0.25 - 0.5
Firm	0.5 - 1.0
Stiff	1.0 - 2.0
Very Stiff	2.0 - 4.0
Hard	> 4.0

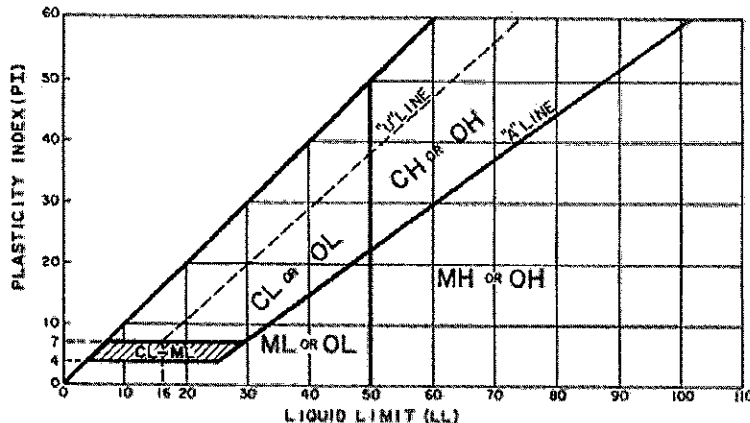
COHESIONLESS SOILS

Relative Density	'N' Value
Very Loose	0 - 3
Loose	4 - 9
Medium Dense	10 - 29
Dense	30 - 49
Very Dense	≥ 50

COMPONENT %

Description	Percent (%)
Trace	<5
Few	5 - 10
Little	15 - 25
Some	30 - 45
Mostly	50 - 100

PLASTICITY CHART



ROCK QUALITY DESIGNATION (RQD)

Description	RQD (%)
Very Poor	0 - 25
Poor	25 - 50
Fair	50 - 75
Good	75 - 90
Excellent	90 - 100

olsson



BOREHOLE REPORT NO. B-1

Sheet 1 of 5

PROJECT NAME JACKSON COUNTY MO BUCKNER TARSNEY BRIDGE		CLIENT JACKSON COUNTY MO PUBLIC WORKS										
PROJECT NUMBER V18-1897		LOCATION JACKSON COUNTY MO										
ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS	
												APPROX. SURFACE ELEV. (ft): 729
	FILL <i>Brown clay, slightly moist</i>		0									
			3.0'					19.4				
725	FILL <i>Rubble</i>		4.0'	U 1								
	FILL <i>Dark brown lean clay, moist</i>		5	U 2				13.3				
			8.0'									
720	<i>Grades to gray</i>		10	U 3			0.5	31.2	91.0	39/17		
			11.0'									
715	SILTY CLAY <i>Firm, dark brown, wet grading to moist, trace sand, trace organics</i>		15	U 4			0.6	38.0	87.5			
			20.0'	U 5				29.1	92.7			

CONTINUED NEXT PAGE

WATER LEVEL OBSERVATIONS		OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 6/21/22	FINISHED: 6/23/22
WD	∇ Not Performed		DRILL CO.: KC TESTING	DRILL RIG: CME 55
IAD	∇ Not Performed		DRILLER:	LOGGED BY:
AD	∇ Not Performed		METHOD: ROTARY WASH	





BOREHOLE REPORT NO. B-1

Sheet 2 of 5

PROJECT NAME: **JACKSON COUNTY MO BUCKNER TARSNEY BRIDGE** CLIENT: **JACKSON COUNTY MO PUBLIC WORKS**

PROJECT NUMBER: **V18-1897** LOCATION: **JACKSON COUNTY MO**

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS
705	SAND <i>Loose, brown, moist.</i>		20	SS 6		5-3-1 N=4		19.3			
700			25								
700			30	SS 7		1-2-3 N=5		28.2			
695	<i>Grades to medium dense</i>		32.0'								
695			35	SS 8		4-6-10 N=16		22.8			
690			40	SS 9		6-8-9 N=17		21.4			

CONTINUED NEXT PAGE

WATER LEVEL OBSERVATIONS		OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 6/21/22	FINISHED: 6/23/22
WD	<input type="checkbox"/> Not Performed		DRILL CO.: KC TESTING	DRILL RIG: CME 55
IAD	<input checked="" type="checkbox"/> Not Performed		DRILLER:	LOGGED BY:
AD	<input checked="" type="checkbox"/> Not Performed		METHOD: ROTARY WASH	



BOREHOLE REPORT NO. B-1

Sheet 3 of 5

PROJECT NAME JACKSON COUNTY MO BUCKNER TARSNEY BRIDGE	CLIENT JACKSON COUNTY MO PUBLIC WORKS
PROJECT NUMBER V18-1897	LOCATION JACKSON COUNTY MO

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS
	Grades to medium dense (continued)		40								
685	Grades to black		45	SS 10		3-4-11 N=15		17.2			
680	Grades to dense and brown		50	SS 11		12-22-37 N=59		16.5			
675	Grades to medium dense		55	SS 12		4-8-13 N=21		26.3			
670			60	SS 13		8-12-13 N=25		18.3			
CONTINUED NEXT PAGE											

WATER LEVEL OBSERVATIONS		OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 6/21/22	FINISHED: 6/23/22
WD	<input checked="" type="checkbox"/> Not Performed		DRILL CO.: KC TESTING	DRILL RIG: CME 55
IAD	<input checked="" type="checkbox"/> Not Performed		DRILLER:	LOGGED BY:
AD	<input checked="" type="checkbox"/> Not Performed		METHOD: ROTARY WASH	



BOREHOLE REPORT NO. B-1

Sheet 4 of 5

PROJECT NAME: **JACKSON COUNTY MO BUCKNER TARSNEY BRIDGE** CLIENT: **JACKSON COUNTY MO PUBLIC WORKS**

PROJECT NUMBER: **V18-1897** LOCATION: **JACKSON COUNTY MO**

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS	
	Grades to medium dense (continued)		60									
			62.0'									
665	Grades to dense			65	SS 14		11-15-21 N=36		16.9			
660			70	SS 15		11-13-18 N=31		16.1				
	Grades to medium dense											
655			72.0'									
	HIGHLY WEATHERED SANDSTONE											
650	Gray		78.5'									
			80	SS 17		7-7-6 N=13		15.6				

CONTINUED NEXT PAGE

WATER LEVEL OBSERVATIONS		OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 6/21/22	FINISHED: 6/23/22
WD	<input checked="" type="checkbox"/> Not Performed		DRILL CO.: KC TESTING	DRILL RIG: CME 55
IAD	<input checked="" type="checkbox"/> Not Performed		DRILLER:	LOGGED BY:
AD	<input checked="" type="checkbox"/> Not Performed		METHOD: ROTARY WASH	



BOREHOLE REPORT NO. B-1

Sheet 5 of 5

PROJECT NAME: **JACKSON COUNTY MO BUCKNER TARSNEY BRIDGE** CLIENT: **JACKSON COUNTY MO PUBLIC WORKS**

PROJECT NUMBER: **V18-1897** LOCATION: **JACKSON COUNTY MO**

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS
	HIGHLY WEATHERED SANDSTONE Gray (continued)		80								
645			85	SS 18		8-8-7 N=15		21.6			
	SHALE Gray		86.0'								
640			90	SS 19		50/2"		23.2			
635			95	SS 20		50/2"		21.5			
630			100	SS 21		50/3"		13.4			
	BASE OF BORING AT 100.0 FEET		100.0'								

WATER LEVEL OBSERVATIONS		OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 6/21/22	FINISHED: 6/23/22
WD	∇ Not Performed		DRILL CO.: KC TESTING	DRILL RIG: CME 55
IAD	∇ Not Performed		DRILLER:	LOGGED BY:
AD	∇ Not Performed		METHOD: ROTARY WASH	



BOREHOLE REPORT NO. B-2

Sheet 1 of 5

PROJECT NAME: **JACKSON COUNTY MO BUCKNER TARSNEY BRIDGE** CLIENT: **JACKSON COUNTY MO PUBLIC WORKS**

PROJECT NUMBER: **V18-1897** LOCATION: **JACKSON COUNTY MO**

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS
	APPROX. SURFACE ELEV. (ft): 729		0								
	FILL Brown clay, moist, rocks, rubble										
	Grades to brown clay		2.0'	U 1							
725				U 2			3.1	20.5	105.7	42/22	
			5								
	SILTY CLAY Soft, black, moist										
720			7.0'	U 3			0.3	30.1	89.9		
			10								
	Grades to firm, wet		12.0'								
715				U 4			0.7	42.6	86.4		
			15								
	Grades to soft, gray, moist		17.0'								
710				SS 5		2-3-5 N=8		29.2			
			20								

CONTINUED NEXT PAGE

WATER LEVEL OBSERVATIONS		OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 6/22/22	FINISHED: 6/23/22
WD	∇ Not Performed		DRILL CO.: KC TESTING	DRILL RIG: CME 55
IAD	∇ Not Performed		DRILLER:	LOGGED BY:
AD	∇ Not Performed		METHOD: ROTARY WASH	



BOREHOLE REPORT NO. B-2

Sheet 2 of 5

PROJECT NAME: **JACKSON COUNTY MO BUCKNER TARSNEY BRIDGE** CLIENT: **JACKSON COUNTY MO PUBLIC WORKS**

PROJECT NUMBER: **V18-1897** LOCATION: **JACKSON COUNTY MO**

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS
	Grades to soft, gray, moist (continued)		20								
705			25	SS 6		1-2-2 N=4		29.0			
	SAND Brown, medium dense, moist		27.0'								
700			30	SS 7		2-4-9 N=13		24.5			
695			35	SS 8		4-6-10 N=16		20.6			
690			40	SS 9		9-8-7 N=15		20.7			

CONTINUED NEXT PAGE

WATER LEVEL OBSERVATIONS		OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 6/22/22	FINISHED: 6/23/22
WD	∇ Not Performed		DRILL CO.: KC TESTING	DRILL RIG: CME 55
IAD	∇ Not Performed		DRILLER:	LOGGED BY:
AD	∇ Not Performed		METHOD: ROTARY WASH	



BOREHOLE REPORT NO. B-2

Sheet 3 of 5

PROJECT NAME JACKSON COUNTY MO BUCKNER TARSNEY BRIDGE		CLIENT JACKSON COUNTY MO PUBLIC WORKS									
PROJECT NUMBER V18-1897		LOCATION JACKSON COUNTY MO									
ELEVATION (ft)	<input checked="" type="checkbox"/> Shelby Tube <input checked="" type="checkbox"/> Split Spoon MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS
			40								
685	SAND <i>Brown, medium dense, moist (continued)</i>		45	SS 10		7-8-10 N=18		24.8			
680			50	SS 11		6-7-9 N=16					No Recovery
675	52.0' <i>Grades to dense</i>		55	SS 12		7-9-23 N=32		18.9			
670	57.0' <i>Grades to medium dense</i>		60	SS 13		7-12-13 N=25		18.9			
CONTINUED NEXT PAGE											

WATER LEVEL OBSERVATIONS		OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 6/22/22	FINISHED: 6/23/22
WD	<input checked="" type="checkbox"/> Not Performed		DRILL CO.: KC TESTING	DRILL RIG: CME 55
IAD	<input checked="" type="checkbox"/> Not Performed		DRILLER:	LOGGED BY:
AD	<input checked="" type="checkbox"/> Not Performed		METHOD: ROTARY WASH	



BOREHOLE REPORT NO. B-2

Sheet 4 of 5

PROJECT NAME: **JACKSON COUNTY MO BUCKNER TARSNEY BRIDGE** CLIENT: **JACKSON COUNTY MO PUBLIC WORKS**

PROJECT NUMBER: **V18-1897** LOCATION: **JACKSON COUNTY MO**

ELEVATION (ft)	MATERIAL DESCRIPTION	GRAPHIC LOG	DEPTH (ft)	SAMPLE TYPE NUMBER	CLASSIFICATION (USCS)	BLOWS/6" N-VALUE	UNC. STR. (tsf)	MOISTURE (%)	DRY DENSITY (pcf)	LL/PI (%)	ADDITIONAL DATA/REMARKS	
	Grades to medium dense (continued)		60									
			62.0'									
	Grades to dense											
665				65	SS 14		14-19-24 N=43		18.3			
				67.0'								
	Grades to medium dense											
660			70	SS 15		18-11-10 N=21		20.9				
655			75	SS 16		11-12-10 N=22		16.6				
	Grades to dense, slightly moist											
650			80	SS 17		12-15-22 N=37		11.2				

CONTINUED NEXT PAGE

WATER LEVEL OBSERVATIONS		OLSSON, INC. 1700 E. 123RD STREET OLATHE, KANSAS 66061	STARTED: 6/22/22	FINISHED: 6/23/22
WD	☒ Not Performed		DRILL CO.: KC TESTING	DRILL RIG: CME 55
IAD	☒ Not Performed		DRILLER:	LOGGED BY:
AD	☒ Not Performed		METHOD: ROTARY WASH	

APPENDIX C

Laboratory Test Results



DEPARTMENT OF THE ARMY
U.S. ARMY CORPS OF ENGINEERS, KANSAS CITY DISTRICT
601 E. 12TH STREET, 635 FEDERAL BUILDING
KANSAS CITY, MO 64106-2824

March 30, 2023

Regulatory Branch
NWK-2023-00219
Jackson, MO, NWP 14

Mr. Earl Newill
Jackson County Public Works
303 Walnut Street
Independence, MO 64050

Dear Mr. Newill:

This letter pertains to an application received on March 27, 2023, for a Department of the Army permit. The proposed work concerns a bridge replacement which will involve the placement of fill material within Fire Prairie Creek. The project is located in Sections 14 and 15, Township 50 North, Range 30 West, Jackson County, Missouri.

The Corps of Engineers has jurisdiction over all waters of the United States. Discharges of dredged or fill material in waters of the United States, including wetlands, require prior authorization from the Corps under Section 404 of the Clean Water Act (33 USC 1344). The implementing regulation for this Act is found at 33 CFR 320-332.

We have reviewed the information furnished and have determined that your project is authorized by nationwide permit (NWP) 14, provided you ensure that the conditions listed in the enclosed copy of excerpts from the January 13, 2021, U.S. Army Corps of Engineers (Corps) (86 FR 2744 and the correction at 86 FR 27274), Reissuance and Modification of Nationwide Permits, are met. You must also comply with the Kansas City District Regional NWP Conditions posted at:
<http://www.nwk.usace.army.mil/Missions/RegulatoryBranch/NationWidePermits.aspx>.

The Missouri Department of Natural Resources has certified that this NWP will not violate existing state water quality standards provided you comply with the conditions included in the attached Missouri Section 401 Water Quality Certification (WQC) document. All conditions included in the WQC are conditions of the NWP authorization. Please review all conditions associated with this NWP. Per 40 CFR Part 121.11(c) the Corps is responsible for enforcing WQC conditions that are incorporated into this permit verification. If you have any questions concerning state WQC standards or compliance issues with the associated certification conditions, please contact the project manager at the phone number and/or email provided below.

General condition 30 requires you to sign and submit the enclosed "Compliance Certification" within 30 days of completing the authorized activity or the completion of the implementation of any required compensatory mitigation.

This NWP verification is valid until March 14, 2026. Should your project plans change or if your activity is not complete within the specified verification term, you must contact this office for another permit determination. Although the Corps has verified your project would meet the terms and conditions of a nationwide permit, other Federal, state and/or local permits may be required. You should verify this yourself.

We are interested in your thoughts and opinions concerning your experience with the Kansas City District, Corps of Engineers Regulatory Program. Please feel free to complete our Customer Service

Survey form on our website at: <https://regulatory.ops.usace.army.mil/customer-service-survey/>. You may also call and request a paper copy of the survey which you may complete and return to us by mail.

Mr. Jesse Cochran, Project Manager, reviewed the information furnished and made this determination. If you have any questions concerning this matter, please feel free to contact Mr. Cochran at 816-389-3739 or by email at jesse.s.cochran@usace.army.mil. Please reference Permit No. NWK-2023-00219 in all comments and/or inquiries relating to this project. This letter is only being provided to you electronically at: enewill@jacksongov.org.

Enclosures

cc (electronically w/o enclosures):

Environmental Protection Agency,
Watershed and Grants Branch
U.S. Fish and Wildlife Service, Columbia, Missouri
Missouri Department of Natural Resources,
Water Protection Program
State Historic Preservation Office
Missouri Department of Conservation

COMPLIANCE CERTIFICATION

General condition 30 of this Nationwide Permit requires that you submit a signed certification regarding the completed work and any required mitigation. This certification page satisfies this condition if it is provided to the Kansas City District at the address shown at the bottom of this page within 30 days of completing the authorized activity or the completion of the implementation of any required compensatory mitigation

APPLICATION NUMBER: NWK-2023-00219

APPLICANT: Jackson County Public Works
303 Walnut Street
Independence, MO 64050

PROJECT LOCATION: Within Fire Prairie Creek, located in Sections 14 and 15, Township 50 North, Range 30 West, Jackson County, Missouri.

- a. I certify that the authorized work was done in accordance with the Corps authorization, including any general or specific conditions.
- b. I certify that any required mitigation was completed in accordance with the permit conditions.
- c. Your signature below, as permittee, indicates that you have completed the authorized project as certified in paragraphs a and b above.

(PERMITTEE)

(DATE)

Return this certification to:

U.S. Army Corps of Engineers
Kansas City District, ODR
601 East 12th Street, Suite 402
Kansas City, MO 64106-2824
Email: Regulatory.KansasCity@usace.army.mil

**Excerpts for 2021 Nationwide Permits
General Conditions, District Engineer's Decision, & Further Information¹**

Note: To qualify for NWP authorization, the prospective permittee must comply with the following general conditions, as applicable, in addition to any regional or case-specific conditions imposed by the division engineer or district engineer. Prospective permittees should contact the appropriate Corps district office to determine if regional conditions have been imposed on an NWP. Prospective permittees should also contact the appropriate Corps district office to determine the status of Clean Water Act Section 401 water quality certification and/or Coastal Zone Management Act consistency for an NWP. Every person who may wish to obtain permit authorization under one or more NWPs, or who is currently relying on an existing or prior permit authorization under one or more NWPs, has been and is on notice that all of the provisions of 33 CFR 330.1 through 330.6 apply to every NWP authorization. Note especially 33 CFR 330.5 relating to the modification, suspension, or revocation of any NWP authorization.

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

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

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

2. Aquatic Life Movements. No activity may substantially disrupt the necessary life cycle movements of those species of aquatic life indigenous to the waterbody, including those species that normally migrate through the area, unless the activity's primary purpose is to impound water. All permanent and temporary crossings of waterbodies shall be suitably culverted, bridged, or otherwise designed and constructed to maintain low flows to sustain the movement of those aquatic species. If a bottomless culvert cannot be used, then the crossing should be designed and constructed to minimize adverse effects to aquatic life movements.

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

¹The 2021 Nationwide Permits, General Conditions, District Engineer's Decision, Further Information, and Definitions were published in the *Federal Register* on January 13, 2021 (86 FR 2744, and the correction at 86 FR 27274) and December 27, 2021 (86 FR 73522).

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

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

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

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

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

9. Management of Water Flows. To the maximum extent practicable, the pre-construction course, condition, capacity, and location of open waters must be maintained for each activity, including stream channelization, storm water management activities, and temporary and permanent road crossings, except as provided below. The activity must be constructed to withstand expected high flows. The activity must not restrict or impede the passage of normal or high flows, unless the primary purpose of the activity is to impound water or manage high flows. The activity may alter the pre-construction course, condition, capacity, and location of open waters if it benefits the aquatic environment (e.g., stream restoration or relocation activities).

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

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

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

13. Removal of Temporary Structures and Fills. Temporary structures must be removed, to the maximum extent practicable, after their use has been discontinued. Temporary fills must be removed in their entirety and the affected areas returned to pre-construction elevations. The affected areas must be revegetated, as appropriate.

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

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

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

(b) If a proposed NWP activity will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the permittee must submit a pre-construction notification (see general condition 32). The district engineer will coordinate the PCN with the Federal agency with direct management responsibility for that river. Permittees shall not begin the NWP activity until notified by the district engineer that the Federal agency with direct management responsibility for that river has determined in writing that the proposed NWP activity will not adversely affect the Wild and Scenic River designation or study status.

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

17. Tribal Rights. No activity or its operation may impair reserved tribal rights, including, but not limited to, reserved water rights and treaty fishing and hunting rights.

18. Endangered Species. (a) No activity is authorized under any NWP which is likely to directly or indirectly jeopardize the continued existence of a threatened or endangered species or a species proposed for such designation, as identified under the Federal Endangered Species Act (ESA), or which will directly or indirectly destroy or adversely modify designated critical habitat or critical habitat proposed for such designation. No activity is authorized under any NWP which "may affect" a listed species or critical

habitat, unless ESA section 7 consultation addressing the consequences of the proposed activity on listed species or critical habitat has been completed. See 50 CFR 402.02 for the definition of "effects of the action" for the purposes of ESA section 7 consultation, as well as 50 CFR 402.17, which provides further explanation under ESA section 7 regarding "activities that are reasonably certain to occur" and "consequences caused by the proposed action."

(b) Federal agencies should follow their own procedures for complying with the requirements of the ESA (see 33 CFR 330.4(f)(1)). If pre-construction notification is required for the proposed activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation has not been submitted, additional ESA section 7 consultation may be necessary for the activity and the respective federal agency would be responsible for fulfilling its obligation under section 7 of the ESA.

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

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

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

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

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

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

20. Historic Properties. (a) No activity is authorized under any NWP which may have the potential to cause effects to properties listed, or eligible for listing, in the National Register of Historic Places until the requirements of Section 106 of the National Historic Preservation Act (NHPA) have been satisfied.

(b) Federal permittees should follow their own procedures for complying with the requirements of section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)(1)). If pre-construction notification is required for the proposed NWP activity, the Federal permittee must provide the district engineer with the appropriate documentation to demonstrate compliance with those requirements. The district engineer will verify that the appropriate documentation has been submitted. If the appropriate documentation is not submitted, then additional consultation under section 106 may be necessary. The respective federal agency is responsible for fulfilling its obligation to comply with section 106.

(c) Non-federal permittees must submit a pre-construction notification to the district engineer if the NWP activity might have the potential to cause effects to any historic properties listed on, determined to be eligible for listing on, or potentially eligible for listing on the National Register of Historic Places, including previously unidentified properties. For such activities, the pre-construction notification must state which historic properties might have the potential to be affected by the proposed NWP activity or include a vicinity map indicating the location of the historic properties or the potential for the presence of historic properties. Assistance regarding information on the location of, or potential for, the presence of historic properties can be sought from the State Historic Preservation Officer, Tribal Historic Preservation Officer, or designated tribal representative, as appropriate, and the National Register of Historic Places (see 33 CFR 330.4(g)). When reviewing pre-construction notifications, district engineers will comply with the current procedures for addressing the requirements of section 106 of the National Historic Preservation Act. The district engineer shall make a reasonable and good faith effort to carry out appropriate identification efforts commensurate with potential impacts, which may include background research, consultation, oral history interviews, sample field investigation, and/or field survey. Based on the information submitted in the PCN and these identification efforts, the district engineer shall determine whether the proposed NWP activity has the potential to cause effects on the historic properties. Section 106 consultation is not required when the district engineer determines that the activity does not have the potential to cause effects on historic properties (see 36 CFR 800.3(a)). Section 106 consultation is required when the district engineer determines that the activity has the potential to cause effects on historic properties. The district engineer will conduct consultation with consulting parties identified under 36 CFR 800.2(c) when he or she makes any of the following effect determinations for the purposes of section 106 of the NHPA: no historic properties affected, no adverse effect, or adverse effect.

(d) Where the non-Federal applicant has identified historic properties on which the proposed NWP activity might have the potential to cause effects and has so notified the Corps, the non-Federal applicant shall not begin the activity until notified by the district engineer either that the activity has no potential to cause effects to historic properties or that NHPA section 106 consultation has been completed. For non-federal permittees, the district engineer will notify the prospective permittee within 45 days of receipt of a complete pre-construction notification whether NHPA section 106 consultation is

required. If NHPA section 106 consultation is required, the district engineer will notify the non-Federal applicant that he or she cannot begin the activity until section 106 consultation is completed. If the non-Federal applicant has not heard back from the Corps within 45 days, the applicant must still wait for notification from the Corps.

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

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

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

(a) Discharges of dredged or fill material into waters of the United States are not authorized by NWPs 7, 12, 14, 16, 17, 21, 29, 31, 35, 39, 40, 42, 43, 44, 49, 50, 51, 52, 57 and 58 for any activity within, or directly affecting, critical resource waters, including wetlands adjacent to such waters.

(b) For NWPs 3, 8, 10, 13, 15, 18, 19, 22, 23, 25, 27, 28, 30, 33, 34, 36, 37, 38, and 54, notification is required in accordance with general condition 32, for any activity proposed by permittees in the designated critical resource waters including wetlands adjacent to

those waters. The district engineer may authorize activities under these NWP's only after she or he determines that the impacts to the critical resource waters will be no more than minimal.

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

- (a) The activity must be designed and constructed to avoid and minimize adverse effects, both temporary and permanent, to waters of the United States to the maximum extent practicable at the project site (i.e., on site).
- (b) Mitigation in all its forms (avoiding, minimizing, rectifying, reducing, or compensating for resource losses) will be required to the extent necessary to ensure that the individual and cumulative adverse environmental effects are no more than minimal.
- (c) Compensatory mitigation at a minimum one-for-one ratio will be required for all wetland losses that exceed 1/10-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. For wetland losses of 1/10-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects.
- (d) Compensatory mitigation at a minimum one-for-one ratio will be required for all losses of stream bed that exceed 3/100-acre and require pre-construction notification, unless the district engineer determines in writing that either some other form of mitigation would be more environmentally appropriate or the adverse environmental effects of the proposed activity are no more than minimal, and provides an activity-specific waiver of this requirement. This compensatory mitigation requirement may be satisfied through the restoration or enhancement of riparian areas next to streams in accordance with paragraph (e) of this general condition. For losses of stream bed of 3/100-acre or less that require pre-construction notification, the district engineer may determine on a case-by-case basis that compensatory mitigation is required to ensure that the activity results in only minimal adverse environmental effects. Compensatory mitigation for losses of streams should be provided, if practicable, through stream rehabilitation, enhancement, or preservation, since streams are difficult-to-replace resources (see 33 CFR 332.3(e)(3)).
- (e) Compensatory mitigation plans for NWP activities in or near streams or other open waters will normally include a requirement for the restoration or enhancement, maintenance, and legal protection (e.g., conservation easements) of riparian areas next to open waters. In some cases, the restoration or maintenance/protection of riparian areas may be the only compensatory mitigation required. If restoring riparian areas

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

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

(1) The prospective permittee is responsible for proposing an appropriate compensatory mitigation option if compensatory mitigation is necessary to ensure that the activity results in no more than minimal adverse environmental effects. For the NWP, the preferred mechanism for providing compensatory mitigation is mitigation bank credits or in-lieu fee program credits (see 33 CFR 332.3(b)(2) and (3)). However, if an appropriate number and type of mitigation bank or in-lieu credits are not available at the time the PCN is submitted to the district engineer, the district engineer may approve the use of permittee-responsible mitigation.

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

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

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

agency holds an easement, the district engineer will coordinate with that federal agency to determine if proposed compensatory mitigation project is compatible with the terms of the easement.

(5) If mitigation bank or in-lieu fee program credits are the proposed option, the mitigation plan needs to address only the baseline conditions at the impact site and the number of credits to be provided (see 33 CFR 332.4(c)(1)(ii)).

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

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

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

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

24. Safety of Impoundment Structures. To ensure that all impoundment structures are safely designed, the district engineer may require non-Federal applicants to demonstrate that the structures comply with established state or federal, dam safety criteria or have been designed by qualified persons. The district engineer may also

require documentation that the design has been independently reviewed by similarly qualified persons, and appropriate modifications made to ensure safety.

25. Water Quality. (a) Where the certifying authority (state, authorized tribe, or EPA, as appropriate) has not previously certified compliance of an NWP with CWA section 401, a CWA section 401 water quality certification for the proposed discharge must be obtained or waived (see 33 CFR 330.4(c)). If the permittee cannot comply with all of the conditions of a water quality certification previously issued by certifying authority for the issuance of the NWP, then the permittee must obtain a water quality certification or waiver for the proposed discharge in order for the activity to be authorized by an NWP.

(b) If the NWP activity requires pre-construction notification and the certifying authority has not previously certified compliance of an NWP with CWA section 401, the proposed discharge is not authorized by an NWP until water quality certification is obtained or waived. If the certifying authority issues a water quality certification for the proposed discharge, the permittee must submit a copy of the certification to the district engineer. The discharge is not authorized by an NWP until the district engineer has notified the permittee that the water quality certification requirement has been satisfied by the issuance of a water quality certification or a waiver.

(c) The district engineer or certifying authority may require additional water quality management measures to ensure that the authorized activity does not result in more than minimal degradation of water quality.

26. Coastal Zone Management. In coastal states where an NWP has not previously received a state coastal zone management consistency concurrence, an individual state coastal zone management consistency concurrence must be obtained, or a presumption of concurrence must occur (see 33 CFR 330.4(d)). If the permittee cannot comply with all of the conditions of a coastal zone management consistency concurrence previously issued by the state, then the permittee must obtain an individual coastal zone management consistency concurrence or presumption of concurrence in order for the activity to be authorized by an NWP. The district engineer or a state may require additional measures to ensure that the authorized activity is consistent with state coastal zone management requirements.

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

28. Use of Multiple Nationwide Permits. The use of more than one NWP for a single and complete project is authorized, subject to the following restrictions:

(a) If only one of the NWPs used to authorize the single and complete project has a specified acreage limit, the acreage loss of waters of the United States cannot exceed

the acreage limit of the NWP with the highest specified acreage limit. For example, if a road crossing over tidal waters is constructed under NWP 14, with associated bank stabilization authorized by NWP 13, the maximum acreage loss of waters of the United States for the total project cannot exceed 1/3-acre.

(b) If one or more of the NWPs used to authorize the single and complete project has specified acreage limits, the acreage loss of waters of the United States authorized by those NWPs cannot exceed their respective specified acreage limits. For example, if a commercial development is constructed under NWP 39, and the single and complete project includes the filling of an upland ditch authorized by NWP 46, the maximum acreage loss of waters of the United States for the commercial development under NWP 39 cannot exceed 1/2-acre, and the total acreage loss of waters of United States due to the NWP 39 and 46 activities cannot exceed 1 acre.

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

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

(Transferee)

(Date)

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

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

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

31. Activities Affecting Structures or Works Built by the United States. If an NWP activity also requires review by, or permission from, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers (USACE) federally authorized Civil Works project (a "USACE project"), the prospective permittee must submit a pre-construction notification. See paragraph (b)(10) of general condition 32. An activity that requires section 408 permission and/or review is not authorized by an NWP until the appropriate Corps office issues the section 408 permission or completes its review to alter, occupy, or use the USACE project, and the district engineer issues a written NWP verification.

32. Pre-Construction Notification. (a) *Timing.* Where required by the terms of the NWP, the prospective permittee must notify the district engineer by submitting a pre-construction notification (PCN) as early as possible. The district engineer must determine if the PCN is complete within 30 calendar days of the date of receipt and, if the PCN is determined to be incomplete, notify the prospective permittee within that 30 day period to request the additional information necessary to make the PCN complete. The request must specify the information needed to make the PCN complete. As a general rule, district engineers will request additional information necessary to make the PCN complete only once. However, if the prospective permittee does not provide all of the requested information, then the district engineer will notify the prospective permittee that the PCN is still incomplete and the PCN review process will not commence until all of the requested information has been received by the district engineer. The prospective permittee shall not begin the activity until either:

- (1) He or she is notified in writing by the district engineer that the activity may proceed under the NWP with any special conditions imposed by the district or division engineer; or
- (2) 45 calendar days have passed from the district engineer's receipt of the complete PCN and the prospective permittee has not received written notice from the district or division engineer. However, if the permittee was required to notify the Corps pursuant to

general condition 18 that listed species or critical habitat might be affected or are in the vicinity of the activity, or to notify the Corps pursuant to general condition 20 that the activity might have the potential to cause effects to historic properties, the permittee cannot begin the activity until receiving written notification from the Corps that there is "no effect" on listed species or "no potential to cause effects" on historic properties, or that any consultation required under Section 7 of the Endangered Species Act (see 33 CFR 330.4(f)) and/or section 106 of the National Historic Preservation Act (see 33 CFR 330.4(g)) has been completed. If the proposed activity requires a written waiver to exceed specified limits of an NWP, the permittee may not begin the activity until the district engineer issues the waiver. If the district or division engineer notifies the permittee in writing that an individual permit is required within 45 calendar days of receipt of a complete PCN, the permittee cannot begin the activity until an individual permit has been obtained. Subsequently, the permittee's right to proceed under the NWP may be modified, suspended, or revoked only in accordance with the procedure set forth in 33 CFR 330.5(d)(2).

(b) *Contents of Pre-Construction Notification:* The PCN must be in writing and include the following information:

(1) Name, address and telephone numbers of the prospective permittee;

(2) Location of the proposed activity;

(3) Identify the specific NWP or NWP(s) the prospective permittee wants to use to authorize the proposed activity;

(4) (i) A description of the proposed activity; the activity's purpose; direct and indirect adverse environmental effects the activity would cause, including the anticipated amount of loss of wetlands, other special aquatic sites, and other waters expected to result from the NWP activity, in acres, linear feet, or other appropriate unit of measure; a description of any proposed mitigation measures intended to reduce the adverse environmental effects caused by the proposed activity; and any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings for linear projects that require Department of the Army authorization but do not require pre-construction notification. The description of the proposed activity and any proposed mitigation measures should be sufficiently detailed to allow the district engineer to determine that the adverse environmental effects of the activity will be no more than minimal and to determine the need for compensatory mitigation or other mitigation measures.

(ii) For linear projects where one or more single and complete crossings require pre-construction notification, the PCN must include the quantity of anticipated losses of wetlands, other special aquatic sites, and other waters for each single and complete crossing of those wetlands, other special aquatic sites, and other waters (including those single and complete crossings authorized by an NWP but do not require PCNs).

This information will be used by the district engineer to evaluate the cumulative adverse environmental effects of the proposed linear project, and does not change those non-PCN NWP activities into NWP PCNs.

(iii) Sketches should be provided when necessary to show that the activity complies with the terms of the NWP. (Sketches usually clarify the activity and when provided results in a quicker decision. Sketches should contain sufficient detail to provide an illustrative description of the proposed activity (e.g., a conceptual plan), but do not need to be detailed engineering plans);

(5) The PCN must include a delineation of wetlands, other special aquatic sites, and other waters, such as lakes and ponds, and perennial and intermittent streams, on the project site. Wetland delineations must be prepared in accordance with the current method required by the Corps. The permittee may ask the Corps to delineate the special aquatic sites and other waters on the project site, but there may be a delay if the Corps does the delineation, especially if the project site is large or contains many wetlands, other special aquatic sites, and other waters. Furthermore, the 45-day period will not start until the delineation has been submitted to or completed by the Corps, as appropriate;

(6) If the proposed activity will result in the loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed and a PCN is required, the prospective permittee must submit a statement describing how the mitigation requirement will be satisfied, or explaining why the adverse environmental effects are no more than minimal and why compensatory mitigation should not be required. As an alternative, the prospective permittee may submit a conceptual or detailed mitigation plan.

(7) For non-federal permittees, if any listed species (or species proposed for listing) or designated critical habitat (or critical habitat proposed for such designation) might be affected or is in the vicinity of the activity, or if the activity is located in designated critical habitat (or critical habitat proposed for such designation), the PCN must include the name(s) of those endangered or threatened species (or species proposed for listing) that might be affected by the proposed activity or utilize the designated critical habitat (or critical habitat proposed for such designation) that might be affected by the proposed activity. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with the Endangered Species Act;

(8) For non-federal permittees, if the NWP activity might have the potential to cause effects to a historic property listed on, determined to be eligible for listing on, or potentially eligible for listing on, the National Register of Historic Places, the PCN must state which historic property might have the potential to be affected by the proposed activity or include a vicinity map indicating the location of the historic property. For NWP activities that require pre-construction notification, Federal permittees must provide documentation demonstrating compliance with section 106 of the National Historic Preservation Act;

(9) For an activity that will occur in a component of the National Wild and Scenic River System, or in a river officially designated by Congress as a "study river" for possible inclusion in the system while the river is in an official study status, the PCN must identify the Wild and Scenic River or the "study river" (see general condition 16); and

(10) For an NWP activity that requires permission from, or review by, the Corps pursuant to 33 U.S.C. 408 because it will alter or temporarily or permanently occupy or use a U.S. Army Corps of Engineers federally authorized civil works project, the pre-construction notification must include a statement confirming that the project proponent has submitted a written request for section 408 permission from, or review by, the Corps office having jurisdiction over that USACE project.

(c) *Form of Pre-Construction Notification:* The nationwide permit pre-construction notification form (Form ENG 6082) should be used for NWP PCNs. A letter containing the required information may also be used. Applicants may provide electronic files of PCNs and supporting materials if the district engineer has established tools and procedures for electronic submittals.

(d) *Agency Coordination:* (1) The district engineer will consider any comments from Federal and state agencies concerning the proposed activity's compliance with the terms and conditions of the NWPs and the need for mitigation to reduce the activity's adverse environmental effects so that they are no more than minimal.

(2) Agency coordination is required for: (i) all NWP activities that require pre-construction notification and result in the loss of greater than 1/2-acre of waters of the United States; (ii) NWP 13 activities in excess of 500 linear feet, fills greater than one cubic yard per running foot, or involve discharges of dredged or fill material into special aquatic sites; and (iii) NWP 54 activities in excess of 500 linear feet, or that extend into the waterbody more than 30 feet from the mean low water line in tidal waters or the ordinary high water mark in the Great Lakes.

(3) When agency coordination is required, the district engineer will immediately provide (e.g., via e-mail, facsimile transmission, overnight mail, or other expeditious manner) a copy of the complete PCN to the appropriate Federal or state offices (FWS, state natural resource or water quality agency, EPA, and, if appropriate, the NMFS). With the exception of NWP 37, these agencies will have 10 calendar days from the date the material is transmitted to notify the district engineer via telephone, facsimile transmission, or e-mail that they intend to provide substantive, site-specific comments. The comments must explain why the agency believes the adverse environmental effects will be more than minimal. If so contacted by an agency, the district engineer will wait an additional 15 calendar days before making a decision on the pre-construction notification. The district engineer will fully consider agency comments received within the specified time frame concerning the proposed activity's compliance with the terms and conditions of the NWPs, including the need for mitigation to ensure that the net adverse environmental effects of the proposed activity are no more than minimal. The

district engineer will provide no response to the resource agency, except as provided below. The district engineer will indicate in the administrative record associated with each pre-construction notification that the resource agencies' concerns were considered. For NWP 37, the emergency watershed protection and rehabilitation activity may proceed immediately in cases where there is an unacceptable hazard to life or a significant loss of property or economic hardship will occur. The district engineer will consider any comments received to decide whether the NWP 37 authorization should be modified, suspended, or revoked in accordance with the procedures at 33 CFR 330.5.

(4) In cases of where the prospective permittee is not a Federal agency, the district engineer will provide a response to NMFS within 30 calendar days of receipt of any Essential Fish Habitat conservation recommendations, as required by section 305(b)(4)(B) of the Magnuson-Stevens Fishery Conservation and Management Act.

(5) Applicants are encouraged to provide the Corps with either electronic files or multiple copies of pre-construction notifications to expedite agency coordination.

District Engineer's Decision

1. In reviewing the PCN for the proposed activity, the district engineer will determine whether the activity authorized by the NWP will result in more than minimal individual or cumulative adverse environmental effects or may be contrary to the public interest. If a project proponent requests authorization by a specific NWP, the district engineer should issue the NWP verification for that activity if it meets the terms and conditions of that NWP, unless he or she determines, after considering mitigation, that the proposed activity will result in more than minimal individual and cumulative adverse effects on the aquatic environment and other aspects of the public interest and exercises discretionary authority to require an individual permit for the proposed activity. For a linear project, this determination will include an evaluation of the single and complete crossings of waters of the United States that require PCNs to determine whether they individually satisfy the terms and conditions of the NWP(s), as well as the cumulative effects caused by all of the crossings of waters of the United States authorized by an NWP. If an applicant requests a waiver of an applicable limit, as provided for in NWPs 13, 36, or 54, the district engineer will only grant the waiver upon a written determination that the NWP activity will result in only minimal individual and cumulative adverse environmental effects.

2. When making minimal adverse environmental effects determinations the district engineer will consider the direct and indirect effects caused by the NWP activity. He or she will also consider the cumulative adverse environmental effects caused by activities authorized by an NWP and whether those cumulative adverse environmental effects are no more than minimal. The district engineer will also consider site specific factors, such as the environmental setting in the vicinity of the NWP activity, the type of resource that will be affected by the NWP activity, the functions provided by the aquatic resources that will be affected by the NWP activity, the degree or magnitude to which the aquatic

resources perform those functions, the extent that aquatic resource functions will be lost as a result of the NWP activity (e.g., partial or complete loss), the duration of the adverse effects (temporary or permanent), the importance of the aquatic resource functions to the region (e.g., watershed or ecoregion), and mitigation required by the district engineer. If an appropriate functional or condition assessment method is available and practicable to use, that assessment method may be used by the district engineer to assist in the minimal adverse environmental effects determination. The district engineer may add case-specific special conditions to the NWP authorization to address site-specific environmental concerns.

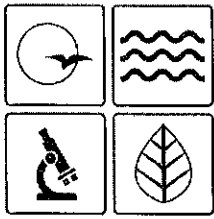
3. If the proposed activity requires a PCN and will result in a loss of greater than 1/10-acre of wetlands or 3/100-acre of stream bed, the prospective permittee should submit a mitigation proposal with the PCN. Applicants may also propose compensatory mitigation for NWP activities with smaller impacts, or for impacts to other types of waters. The district engineer will consider any proposed compensatory mitigation or other mitigation measures the applicant has included in the proposal in determining whether the net adverse environmental effects of the proposed activity are no more than minimal. The compensatory mitigation proposal may be either conceptual or detailed. If the district engineer determines that the activity complies with the terms and conditions of the NWP and that the adverse environmental effects are no more than minimal, after considering mitigation, the district engineer will notify the permittee and include any activity-specific conditions in the NWP verification the district engineer deems necessary. Conditions for compensatory mitigation requirements must comply with the appropriate provisions at 33 CFR 332.3(k). The district engineer must approve the final mitigation plan before the permittee commences work in waters of the United States, unless the district engineer determines that prior approval of the final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation. If the prospective permittee elects to submit a compensatory mitigation plan with the PCN, the district engineer will expeditiously review the proposed compensatory mitigation plan. The district engineer must review the proposed compensatory mitigation plan within 45 calendar days of receiving a complete PCN and determine whether the proposed mitigation would ensure that the NWP activity results in no more than minimal adverse environmental effects. If the net adverse environmental effects of the NWP activity (after consideration of the mitigation proposal) are determined by the district engineer to be no more than minimal, the district engineer will provide a timely written response to the applicant. The response will state that the NWP activity can proceed under the terms and conditions of the NWP, including any activity-specific conditions added to the NWP authorization by the district engineer.

4. If the district engineer determines that the adverse environmental effects of the proposed activity are more than minimal, then the district engineer will notify the applicant either: (a) that the activity does not qualify for authorization under the NWP and instruct the applicant on the procedures to seek authorization under an individual permit; (b) that the activity is authorized under the NWP subject to the applicant's submission of a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal; or (c) that the activity is authorized under the NWP

with specific modifications or conditions. Where the district engineer determines that mitigation is required to ensure no more than minimal adverse environmental effects, the activity will be authorized within the 45-day PCN period (unless additional time is required to comply with general conditions 18, 20, and/or 31), with activity-specific conditions that state the mitigation requirements. The authorization will include the necessary conceptual or detailed mitigation plan or a requirement that the applicant submit a mitigation plan that would reduce the adverse environmental effects so that they are no more than minimal. When compensatory mitigation is required, no work in waters of the United States may occur until the district engineer has approved a specific mitigation plan or has determined that prior approval of a final mitigation plan is not practicable or not necessary to ensure timely completion of the required compensatory mitigation.

Further Information

1. District engineers have authority to determine if an activity complies with the terms and conditions of an NWP.
2. NWPs do not obviate the need to obtain other federal, state, or local permits, approvals, or authorizations required by law.
3. NWPs do not grant any property rights or exclusive privileges.
4. NWPs do not authorize any injury to the property or rights of others.
5. NWPs do not authorize interference with any existing or proposed Federal project (see general condition 31).



Missouri Department of Natural Resources

CLEAN WATER ACT SECTION 401 WATER QUALITY CERTIFICATION 2021 GENERAL AND SPECIFIC CONDITIONS

Water Protection Program

10/2021

Division of Environmental Quality

PUB2947

Consistent with Section 401 of the Clean Water Act (CWA), 33 U.S.C. § 1341, the Missouri Department of Natural Resources (Department) has designed these precertified conditions to ensure activities carried out in Missouri pursuant to Nationwide Permits (NWP) authorized by the U.S. Army Corps of Engineers (USACE) will comply with Missouri water quality requirements. Unless otherwise stated, these conditions are in addition to, not a replacement for, any federal requirements or conditions.

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

- Only General Conditions apply to projects authorized by NWPs 5, 6, 7, 13, 15, 16, 18, 19, 22, 23, 25, 27, 29, 30, 31, 36, 39, 40, 42, 43, 45, 46, 54, and 59.
- Both General and Specific Conditions apply to projects authorized by NWPs 3, 4, 12, 14, 20, 33, 41, 53, 57, and 58.

Alternatively, a project proponent may apply to the Department for individual WQC if it does not wish to accept the conditions outlined in this document.

NWPs 1, 2, 8, 9, 10, 11, 28, and 35 authorize projects pursuant to Section 10 of the Rivers and Harbors Act of 1899 only. These NWPs do not require CWA Section 401 WQC because they authorize activities which, in the opinion of the USACE, could not reasonably be expected to result in a discharge into waters of the United States. An activity needing only a Section 10 permit may require a WQC if that activity can reasonably be expected to result in any discharge either during construction or operation of the facility. Thus, if the USACE determines the activity is likely to result in a discharge during construction or operation, the Department has discretion to require a WQC for the Section 10 activity. The USACE may advise a Section 10 permit project proponent that it might need a WQC if there is a reasonable expectation that a discharge will occur either during the construction or operation of the project.

Pursuant to Section 644.037, RSMo, the Department shall certify without conditions NWPs as they apply to impacts on wetlands in Missouri. Because NWPs are minimal impact, Missouri does not have water quality standards specific to wetlands, and only the general criteria apply, discharges to wetlands from projects authorized by NWPs will comply with water quality requirements.

Pursuant to Section 644.038, RSMo, the Department shall certify without conditions all NWPs for impacts in all waters of the state for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission. A Memorandum of Understanding between the Missouri Departments of Natural Resources and Transportation contains the requirements by which the Missouri Department of Transportation will design and construct such projects in order to protect the water quality of waters of the state. Therefore, as a result of this side agreement, the Department grants programmatic WQC for all NWPs without conditions for the construction of highways and bridges approved by the Missouri Highway and Transportation Commission, because any discharges from these projects will comply with water quality requirements.

GENERAL CONDITIONS

1. A stream's pattern, profile, and dimension, including but not limited to sinuosity, slope, and channel width, shall be maintained as much as practicable. Streambed gradient shall not be adversely impacted during project construction. No project shall accelerate bed or bank erosion. This will ensure compliance with the Missouri Water Quality Standards general criterion requiring waters to be free from physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].
2. Channelization of streams is not allowed under this precertification. Channelization includes but is not limited to reducing the length of the channel, widening the channel for increased water storage or flow, and/or construction of hard structures which concentrate flow. Unless necessary for a stream crossing associated with infrastructure projects and contained within an associated right-of-way, construction easement, or permanent easement, bank stabilization activities only along one bank of a stream are permitted, including but not limited to bank sloping and riprapping. The redirection of flow by excavation of the opposite bank or a streambed is considered a channel modification and is not authorized by this WQC. This will ensure compliance with the Missouri Water Quality Standards general criterion requiring waters to be free from physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].
3. No new or expanded wet stormwater retention basins or similar impoundment structures may be constructed unless they are located off-channel. In-channel dry stormwater detention basins are allowable if the stream channel is either temporarily or not adversely affected by the basin. This will ensure compliance with the Missouri Water Quality Standards general criterion requiring waters to be free from physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].
4. Only clean, nonpolluting fill shall be used. The following materials are not suitable where contact with water is expected and shall not be used due to their potential to cause violations of the general criteria of Missouri's Water Quality Standards [10 CSR 20-7.031(4)]:
 - a. Earthen fill, gravel and broken concrete where the material does not meet the Suitable Material specifications stated in the "Missouri Nationwide Permit Regional Conditions" (<https://usace.contentdm.oclc.org/digital/collection/p16021coll11/id/2662/>) in locations where erosive flows are expected to occur on a regular basis, such as streambanks and/or lake shorelines.
 - b. Asphalt.
 - c. Concrete with exposed rebar.
 - d. Tires, vehicles or vehicle bodies, and construction or demolition debris are solid waste and are excluded from placement in the waters of the state. Properly sized, broken concrete without exposed rebar is allowed.
 - e. Liquid concrete, including grouted riprap, if not placed in forms as part of an engineered structure.
 - f. Any material containing chemicals that would result in violation of Missouri Water Quality Standards general criteria [10 CSR 20-7.031(4)] or specific criteria [10 CSR 20-7.031(5)].
5. Waste concrete or concrete rinsate shall be disposed of in a manner that does not result in discharge to any jurisdictional water ways. This will ensure compliance with the Missouri Water Quality Standards general criteria requiring waters be free from unsightly bottom deposits [10 CSR 20-7.031(4)(A)]; substances resulting in toxicity to human, animal, or aquatic life [10 CSR 20-7.031(4)(D)]; and physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].
6. Missouri Water Quality Standards antidegradation requirements dictate all appropriate and reasonable Best Management Practices related to erosion and sediment control, project stabilization and prevention of water quality degradation are applied and maintained; for example, preserving vegetation, streambank stability and basic drainage [10 CSR 20-7.031(3)(D)]. Best Management Practices shall be properly installed prior to conducting authorized activities and maintained, repaired and/or replaced as needed during all phases of the project to limit the amount of discharge of water contaminants to waters of the state. The project shall not involve more than normal stormwater or incidental loading of sediment caused by project activities so as to comply with Missouri's general water quality criteria [10 CSR 20-7.031(4)]; <https://www.sos.mo.gov/cmsimages/adrules/csr/current/10csr/10c20-7a.pdf>

7. Clearing of vegetation and trees shall be the minimum necessary to accomplish the activity except for the removal of invasive or noxious species and placement of ecologically beneficial practices. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for Best Management Practices [10 CSR 20-7.031(3)(B)].
8. Care shall be taken to keep machinery out of the water way as much as possible. If work in the water way is unavoidable, it shall be performed in a way that minimizes the duration and amount of any disturbance to banks, substrate and vegetation to prevent increases in turbidity. Fuel, oil and other petroleum products, equipment, construction materials and any solid waste shall not be stored below the ordinary high water mark at any time or in the adjacent flood-prone areas beyond normal working hours. All precautions shall be taken to avoid the release of wastes or fuel to streams and other adjacent waters as a result of this operation. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for Best Management Practices [10 CSR 20-7.031(3)(B)] and Missouri Water Quality Standards general criteria requiring waters be free from substances preventing beneficial uses [10 CSR 20-7.031(3)(A)]; substances causing unsightly color or turbidity [10 CSR 20-7.031(4)(C)]; and physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].
9. Petroleum products spilled into any water or on the banks where the material may enter waters of the state shall be immediately cleaned up and disposed of properly. Any such spills of petroleum shall be reported as soon as possible, but no later than 24 hours after discovery to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436 or website at <http://dnr.mo.gov/env/esp/esp-eer.htm>. This will ensure compliance with Missouri Environmental Improvement Authority to provide for the conservation of state water resources by the prevention of pollution and proper methods of disposal [Section 260.015, RSMo] and Missouri Water Quality Standards general criteria requiring waters be free from substances that prevent maintenance of beneficial uses; cause unsightly bottom deposits, color, turbidity or toxicity; and/or impair the natural biological community [10 CSR 20-7.031(4)(A), -(B), and -(H)].
10. All efforts shall be made to minimize exposure of unprotected soils. To the best of the project proponent's ability, project activity shall be conducted at times of little or no rainfall to limit the amount of overland flow and sediment disturbance caused by heavy equipment. This will ensure compliance with Missouri antidegradation requirements for Best Management Practices [10 CSR 20-7.031(3)(B)].
11. Programmatic WQC is denied for any NWP issued on a water that is listed for a sediment-related impairment, aquatic habitat alteration, channelization, or unknown impairment as listed in the most current Water Quality Report (Section 305(b) Report) at <https://dnr.mo.gov/water/what-were-doing/water-planning/quality-standards-impaired-waters-total-maximum-daily-loads/impaired-waters>. Although intended to result in minimal impacts, NWP authorizations in these waters may contribute to impairments and result in noncompliance with Missouri's general water quality criteria requiring waters be free from physical, chemical, and hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)] or exceedance of Missouri Water Quality Standards specific criteria [10 CSR 20-7.031(5)]. Since WQC General or Specific Conditions cannot be established to address all concerns from the variety of impairments and activities authorized by NWPs, individual review for WQC will be required. Requirements for individual WQC will be determined on a case-by-case basis based on the specific impairments, and additional testing, design, disposal, or BMP considerations may be required.

To determine the location of the waters noted above, the Department's geospatial data is available upon request, and all published data is available on the Missouri Spatial Data Information Services website at msdis.missouri.edu/. Additional information to identify the project location, including stream reaches with listed impairments or special water designations, may be obtained from the Department's Water Protection Program at 573-522-4502.

12. Programmatic WQC is denied for projects authorized by NWP 17, 21, 32, 34, 37, 38, 44, 48, 49, 50, 51, 52, 55, and 56. Although intended to result in minimal impacts, these NWPs authorize activities that may contribute to impairments and result in noncompliance with Missouri's general water quality criteria [10 CSR 20-7.031(4)], including the requirement that all waters of the state shall be free from physical, chemical, and hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)], or noncompliance with Missouri's specific water quality criteria [10 CSR 20-7.031(5)]. Because programmatic WQC General or Specific Conditions cannot be established to address all concerns from the variety of impairments and activities authorized by these NWPs, the Department requires individual review for WQC for these NWPs. Requirements for individual WQC will be determined on a case-by-case basis based on the specific projects, and additional testing, design, disposal, or BMP considerations may be required.
13. Mitigation for loss of stream resources should be in conformance with the compensatory mitigation guidance currently approved for use in Missouri, including guidance provided by the Missouri Stream Mitigation Method. Stream impacts shall require compensatory mitigation with only instream or riparian corridor credits. Compensatory mitigation shall be within the state of Missouri. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for maintenance and protection of designated uses [10 CSR 20-7.031(3)]. Mitigation guidance documents can be located online at www.nwk.usace.army.mil/Missions/RegulatoryBranch/StateofMissouri.

SPECIFIC CONDITIONS

14. Nationwide Permit 3 *Maintenance*
 - a. Silt, sediment, and debris removal shall be limited to a maximum of 200 LF upstream and 200 LF downstream of structures. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for maintenance and protection of designated uses [10 CSR 20-7.031(3)].
15. Nationwide Permit 4 *Fish and Wildlife Harvesting, Enhancement, and Attraction Devices and Activities*

Any inorganic or extraneous debris, such as may be found on Christmas trees shall be removed to qualify as clean, nonpolluting fill. This will ensure compliance with the Missouri's Water Quality Standards general criteria that waters shall be free from unsightly bottom deposits [10 CSR 20-7.031(4)(A)] and solid waste [10 CSR 20-7.031(4)(I)].
16. Nationwide Permit 12 *Oil and Natural Gas Pipeline Activities*,
Nationwide Permit 57 *Electric Utility Line and Telecommunications Activities*, and
Nationwide Permit 58 *Utility Line Activities for Water and Other Substances*
 - a. For project crossings that must disturb a water body, work shall be conducted in such a manner as to seal off the work area from flow and minimize sediment transport. Material resulting from the activity shall not be sidecast into waters of the state for more than one month. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for Best Management Practices [10 CSR 20-7.031(3)(B)] and general criteria requiring waters be free from substances that prevent maintenance of beneficial uses; cause unsightly color, turbidity, or toxicity; and/or impair the natural biological community [10 CSR 20-7.031(4)(B), -(C), and -(H)].
 - b. If Horizontal Directional Drilling is used, drilling mud and/or other materials shall not be discharged into waters of the state. Best Management Practices shall be implemented to prevent possible discharges from reaching waters of the state. In the event materials are inadvertently discharged to waters of the state, notification to the Department of Natural Resources is required within 24 hours by calling 573-634-2436. This will ensure compliance with Missouri Water Quality Standards antidegradation requirement for Best Management Practices [10 CSR 20-7.031(3)(B)] and Missouri Environmental Improvement Authority [Section 260.015, RSMo] to provide for the conservation of state air, land and water resources by the prevention of pollution and proper methods of disposal.
 - c. Project crossings shall be placed as close to perpendicular as possible and shall be limited to a maximum crossing length of no more than one and one-half times the width of the stream. This will ensure compliance with the Missouri antidegradation requirement for maintenance and protection of designated uses [10 CSR 20-7.031(3)] and Best Management Practices [10 CSR 20-7.031(3)(B)].

17. Nationwide Permit 14 Linear Transportation Projects

- a. The permittee shall propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. This will ensure compliance with the Missouri Water Quality Standards general criteria requiring waters be free from substances causing unsightly color or turbidity [10 CSR 20-7.031(4)(C)] and physical chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)]. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
- b. Where this NWP is used to authorize bridge and culvert structures, stream channel work shall be limited to a maximum of 200 feet upstream and a maximum of 200 feet downstream of the bridge or culvert. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way. This will ensure compliance with the Missouri antidegradation requirement for maintenance and protection of designated uses [10 CSR 20-7.031(3)] and the Missouri Water Quality Standards general criterion requiring waters be free from physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].

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

Oil and hazardous substance releases shall be reported to the Department of Natural Resources' Environmental Emergency Response number at 573-634-2436. Continue to report updates with regard to the containment and cleanup of releases. This will ensure compliance with Missouri Environmental Improvement Authority [Section 260.015, RSMo] to provide for the conservation of state water resources by the prevention of pollution and proper methods of disposal.

19. Nationwide Permit 33 Temporary Construction, Access and Dewatering

- a. The use of this NWP shall be limited to impacts of six months or less in duration. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirements for maintenance and protection of designated uses [10 CSR 20-7.031(3)]
- b. Any removal of accumulated sediment (e.g., sand, gravel) upstream of a proposed project shall be limited to the quantity necessary to relieve any obstruction or to protect downstream habitat. The permittee must propose and employ measures to mitigate the removal of impounded sediment in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. This will ensure compliance with the Missouri Water Quality Standards general criteria requiring waters be free from substances causing unsightly color or turbidity [10 CSR 20-7.031(4)(C)] and physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].

20. Nationwide Permit 41 Reshaping Existing Drainage Ditches

In-channel disposal of excavated material not used for reshaping activities is prohibited. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for Best Management Practices [10 CSR 20-7.031(3)(B)] and general criteria requiring waters be free from substances that prevent maintenance of beneficial uses; cause unsightly color, turbidity or toxicity; and/or impair the natural biological community [10 CSR 20-7.031(4)(B), -(C), and -(H)].

21. Nationwide Permit 53 *Removal of Low-Head Dams*

- a. The permittee must propose and employ measures to mitigate the removal of impounded sediment (e.g., sand, gravel) in the unstable area upstream of a proposed project to prevent it from being transported downstream and/or construct a notched weir to slow the release of impounded sediment from upstream of the proposed project. This will ensure compliance with the Missouri Water Quality Standards general criteria requiring waters be free from substances causing unsightly color or turbidity [10 CSR 20-7.031(4)(C)] and physical chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)]. Accumulated gravel may be allowed to naturally deposit into downstream plunge pool voids. Consultation with a hydrologist or other scientist is recommended if the amount of accumulated unconsolidated gravel exceeds the volume of plunge pool voids.
- b. Stream channel work shall be limited to a maximum of 100 feet upstream and a maximum of 100 feet downstream of the dam. This will ensure compliance with the Missouri Water Quality Standards antidegradation requirement for maintenance and protection of designated uses [10 CSR 20-7.031(3)] and the Missouri Water Quality Standards general criterion requiring waters to be free from physical, chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)].
- c. Restoration of the stream channel to its former, natural state is authorized. Individual WQC is required for non-natural channel modifications. This will ensure compliance with the Missouri Water Quality Standards general criteria requiring waters be free from physical chemical, or hydrologic changes that would impair the natural biological community [10 CSR 20-7.031(4)(H)]. For purposes of this condition, a channel modification is any activity that alters the width, depth, length and/or sinuosity of a water way.

Unless the Department agrees to an alternative, requests for WQC should be sent electronically to wpsc401cert@dnr.mo.gov [Section 644.026.1(26), RSMo and 10 CSR 20-6.060(5)]. A request for WQC shall include all required information for a complete request for certification in compliance with 40 CFR Part 121. The Department may request additional information prior to providing a WQC decision to ensure Missouri water quality requirements are met, such as a response to comments from the Department, other resource agencies, and/or the public; planned compensatory mitigation; and/or an analysis of practicable alternatives.

An issued WQC, whether programmatically or individually issued, becomes part of and expires with the Section 404 and/or Section 10 permit unless explicitly stated in the WQC.

Acquisition of NWP's and the attendant WQC's shall not be construed or interpreted to imply the requirements for other permits are replaced or superseded, including Clean Water Act Section 402 National Pollutant Discharge Elimination System Permits required under Missouri Clean Water Law [Sections 644.026.1 and 644.051, RSMo] for land disturbance or return water from material deposition. Permits or any other requirements shall remain in effect. Project proponents with questions are encouraged to contact the Department of Natural Resources' regional office in the project area. A regional office map with contact information is located at <https://dnr.mo.gov/about-us/division-environmental-quality/regional-office>.

Some localities are covered pursuant to Municipal Separate Storm Sewer System Permits with measures to control and possibly treat stormwater. If the project is located within one of these localities, project proponents must comply with all stormwater requirements of the locality's Stormwater Management Plan and any related ordinances. This ensures compliance with CWA Section 402 National Pollutant Discharge Elimination System Permit requirements and the Missouri Clean Water Law [Chapter 644, RSMo].

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

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

The Department encourages the use of Horizontal Directional Drilling for stream and wetland crossings when practicable. If properly utilized, Horizontal Directional Drilling is an alternative to more traditional, open-trench methods and can result in significant minimization and/or complete avoidance of aquatic resource impacts.

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

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

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

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

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



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NWP 14 Linear Transportation Projects

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

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

This NWP cannot be used to authorize non-linear features commonly associated with transportation projects, such as vehicle maintenance or storage buildings, parking lots, train stations, or aircraft hangars.

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

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



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

Note 3: For NWP 14 activities that require pre-construction notification, the PCN must include any other NWP(s), regional general permit(s), or individual permit(s) used or intended to be used to authorize any part of the proposed project or any related activity, including other separate and distant crossings that require Department of the Army authorization but do not require pre-construction notification (see paragraph (b)(4) of general condition 32). The district engineer will evaluate the PCN in accordance with Section D, "District Engineer's Decision." The district engineer may require mitigation to ensure that the authorized activity results in no more than minimal individual and cumulative adverse environmental effects (see general condition 23).