
Bid Documents, Contract Documents and Technical Specifications

for

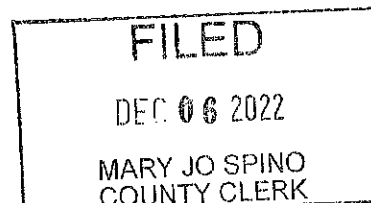
Federal-Aid Project No. BRO-B048 (56)
Jackson County Project No. 3214

Jackson County, Missouri
Purchasing Department
415 East 12th Street, Room G1
Independence, Missouri 64106



7/5/2022

INVITATION TO BID NO. 76-22



FOR



South Miller Road Bridge Reconstruction of the existing double 10' x 8' reinforced concrete box culvert. The project includes removal of the existing cast-in-place culvert and the installation of a double 10' x 8' precast concrete box culvert, including precast concrete end sections.

The Contractor shall have the option to construct a cast-in-place double box culvert using MoDOT standard details. Additional work tasks includes reshaping of the roadway shoulders and placement of rock blanket around the wingwalls to prevent erosion. The project is located 0.8 miles south of East Casey Road and South Miller Road intersection, southeast of Lone Jack, Missouri.

Alscott, Inc.
Surety Bonds
24901 Woodland Circle
Lee's Summit, MO 64086

Phone (816) 674-8067
Fax (816) 537-0441

November 11, 2022

Radmacher Brothers Excavating Co., Inc.
2201 N. 7 Highway, suite B
Pleasant Hill, MO 64080

RE: Project No. BRO-B048 (56) South Miller Road Bridge Reconstruction
Bond No. B3280198
Obligee: Jackson County Public Works

Dear Sir,

Please let this letter serve as authorization to date the bonds and powers of attorney for the above captioned bonds. This authority may be extended by you to the owner, architect, or their designated representatives.

Should you have any questions, please feel free to call.

Sincerely,



David S. Salavitch
Attorney in Fact, The Cincinnati Insurance Company



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/10/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Thomas McGee Group P O Box 419013 Kansas City MO 64141-6013	CONTACT NAME: Jen Pellegrino	FAX (A/C, No): 816-472-5018	
	PHONE (A/C, No, Ext): 816-842-4800	E-MAIL ADDRESS: jpellegrino@thomasmcgee.com	
INSURED Radmacher Brothers Excavating Company, Inc. 2201 North 7 Highway, Suite B Pleasant Hill MO 64080	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Phoenix Insurance Company		25623
	INSURER B : Charter Oak Fire Insurance Company		25615
	INSURER C : Travelers Property Casualty Company of America		25674
	INSURER D : MIDWEST BUILDERS' CASUALTY MUTUAL		13126
	INSURER E :		
INSURER F :			

COVERAGES **CERTIFICATE NUMBER:** 2080615509 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:		DT-CO-6S664409-PHX-22	9/1/2022	9/1/2023	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		810-6S585720-22-6-G	9/1/2022	9/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000		CUP-7S283008-22-26	9/1/2022	9/1/2023	EACH OCCURRENCE \$10,000,000 AGGREGATE \$10,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N N/A	WC100-0000369-2022A	9/1/2022	9/1/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$1,000,000 E.L. DISEASE - EA EMPLOYEE \$1,000,000 E.L. DISEASE - POLICY LIMIT \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
RE: South Miller Road Bridge Replacement - Federal-Aid Project No. BRO-B048(56) Project. Jackson County Missouri and its agencies, officials, officers and employees, while acting within the scope of their authority are included as additional insured when required by written contract as respects to the General and Automobile Liability Insurance. 30 Days Notice of Cancellation.

CERTIFICATE HOLDER Jackson County, Missouri Purchasing Department 415 Est 12th Street, Room G1 Kansas City MO 64106	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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IN THE COUNTY LEGISLATURE OF JACKSON COUNTY, MISSOURI

AN ORDINANCE appropriating \$613,790.00 from the undesignated fund balance of the 2022 Grant Fund and awarding a contract for the design and construction of a new bridge in connection with Federal Project No. BRO-B048(56), South Miller Road Bridge, County Project No. 3214, to Radmacher Brothers Excavating Company, Inc., of Pleasant Hill, MO, at an actual cost to the County not to exceed \$613,790.00, under the terms and conditions of Invitation to Bid 76-22.

ORDINANCE NO. 5682, October 17, 2022

INTRODUCED BY Tony Miller, County Legislator

WHEREAS, by Ordinance 5036, dated October 23, 2017, the Legislature did authorize the execution of an Agreement with the Missouri Highways and Transportation Commission (MHTC) relating to the design and construction of the South Miller Road Bridge, County Project No. 3214; and,

WHEREAS, this project is part of the Federal Highway Administration's Off-System Bridge and Rehabilitation Program and will be completed in coordination with the MHTC, which provides for reimbursement of 80 percent of the project costs; and,

WHEREAS, the County's permitted use of soft match credits will bring MHTC's share of project costs up to the 100% level; and,

WHEREAS, the Director of Finance and Purchasing has solicited bids on Invitation to Bid No. 76-22 in response to this need; and,

WHEREAS, a total of twenty-four notifications were distributed and viewed, with three

responses received and evaluated from the following:

<u>BIDDER</u>	<u>BID</u>
Radmacher Brothers Excavating Company, Inc. Pleasant Hill, MO	\$613,786.94
Lehman Construction, LLC California, MO	\$810,476.78
Clarkson Construction Company Kansas City (Jackson County), MO	\$1,043,901.30

and,

WHEREAS, pursuant to section 1054.6 of the Jackson County Code, the Directors of Finance and Purchasing and Public Works recommend the award the contract for the design and construction of a new bridge in connection with Federal Project No. BRO-B048(56), South Miller Road Bridge, County Project No. 3214, to Radmacher Brothers Excavating Company, Inc., of Pleasant Hill, MO, for the reason that has submitted the lowest and best bid; and,

WHEREAS, an appropriation is necessary to place the grant funds received from MHTC for this project in the proper spending account; now therefore,

BE IT ORDAINED by the County Legislature of Jackson County, Missouri, that the following appropriation be and hereby is made:

<u>DEPARTMENT/DIVISION</u>	<u>CHARACTER/DESCRIPTION</u>	<u>FROM</u>	<u>TO</u>
Grant Fund S Miller Rd Bridge 010-1508	47954 - Increase Revenues	\$613,790	
010-9999	32810- Undesignated Fund Balance		\$613,790
010-9999	32810- Undesignated Fund Balance	\$613,790	
S Miller Rd Bridge 010-1508	56030- Architectural & Engin. Services		\$613,790

and,

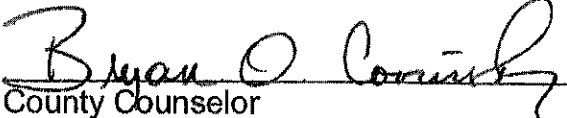
BE IT FURTHER ORDAINED by the County Legislature of Jackson County, Missouri, that award be made as recommended by the Directors of Public Works and Finance and Purchasing, and that the County Executive be, and is hereby, authorized to execute for the County any documents necessary to the accomplishment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

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

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

APPROVED AS TO FORM:


Chief Deputy County Counselor


County Counselor

I hereby certify that the attached Ordinance, Ordinance No. 5682 introduced on October 17, 2022, was duly passed on October 31, 2022 by the Jackson County Legislature. The votes thereon were as follows:

Yeas 9

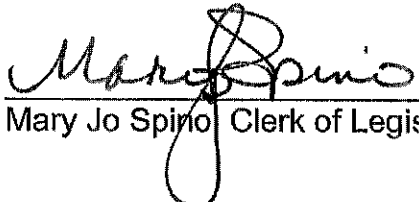
Nays 0

Abstaining 0

Absent 0

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

10.31.2022
Date


Mary Jo Spino Clerk of Legislature

I hereby approve the attached Ordinance No. 5682.

10.31.2022
Date


Frank White, Jr., County Executive

Funds sufficient for this appropriation are available from the source indicated below.

ACCOUNT NUMBER: 010 9999 32810
ACCOUNT TITLE: Grant Fund
Undesignated Fund Balance
NOT TO EXCEED: \$613,790.00

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: 010 1578 56030
ACCOUNT TITLE: Grant Fund
S Miller Rd Bridge
Architectural & Engin. Services
NOT TO EXCEED: \$613,790.00

10/13/2022
Date

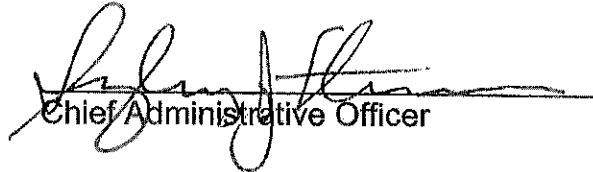

Chief Administrative Officer

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BIDDING DOCUMENTS

ADVERTISEMENT FOR BIDS

JACKSON COUNTY, MISSOURI PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION

SOUTH MILLER ROAD BRIDGE RECONSTRUCTION JCPW PROJECT NUMBER 3214 – COUNTY BID NUMBER ITB 76-22

Bid documents will be available on August 2, 2022, for the "South Miller Road Bridge Reconstruction" in Jackson County, Missouri Invitation to Bid No. 76-22 on Bonfire. Bids must be submitted through the Bonfire Portal at <https://jacksongov.bonfirehub.com> prior to 2:00 P.M. on August 30, 2022. Bids submitted by any other method will not be accepted.

Project Location: The project is located 0.8 miles south of East Casey Road and South Miller Road intersection, southeast of Lone Jack, Missouri as shown on the Plan Sheets.

Proposed Work: The Contractor shall furnish all materials, equipment, tools and labor required for removal of the existing cast-in-place culvert and the installation of a double 10' x 8' pre-cast box culvert, including pre-cast end sections. The Contractor shall have the option to construct the structure as a cast-in-place double box culvert, including end sections using MoDOT standard details. Additional work tasks includes reshaping of the roadway shoulders and placement of rock blanket around the wingwalls to prevent erosion and all other incidental work in the most substantial and workmanlike manner, and do everything required by the Contract Documents as defined herein.

DBE Goals: Jackson County hereby notifies all Bidders that it will affirmatively ensure that for any Contract entered into pursuant to this advertisement, disadvantaged, minority and women business enterprises will be afforded full opportunity to submit bids in response to this invitation, and will not be discriminated against on the grounds of race, color, gender or national origin, in consideration for an award. A 5% DBE Goal is a part of this contract.

Bid Submittal Procedure: The sealed Bid must be made on the Bonfire Portal. Each Bid must include:

- 1) the completed bidding documents uploaded on the Bonfire Portal;
- 2) a Cashier's Check drawn on an acceptable bank, or an acceptable Bidder's Bond, in an amount not less than five percent (5%) of the total amount of the bid; all surety Performance Bonds and surety Labor and Material Bonds must be with companies listed in the Department of the Treasury, Federal Register; delivered to the Purchasing Department prior to the Bid Deadline and
- 3) a completed Compliance Report Form with current (issued with the last 12 months) Jackson County Certificate of Compliance. Failure to complete this report or attach a current certificate as outlined above may result in the rejection of the bid.

Question Procedure: All questions regarding this Invitation to Bid must be communicated electronically through the Bonfire Portal via the Opportunity Q & A on the Invitation to Bid. The Question Deadline is 2:00 PM, CDT on August 23, 2022.

Tax Exempt: Jackson County is a tax-exempt entity under 144.062, Revised Statutes of Missouri and will issue the Contractor and Subcontractors an exemption certificate. For information contact Compliance Review Officer at (816) 881-3302. Bidders are advised to read Jackson County Ordinance

#4297 in the appendix of the Contract Documents, as well as Jackson County Code Section 1072, enacted by the Jackson County Legislature February 28, 2011.

Bid Award: The Project will be awarded to the lowest, responsive, responsible bidder. The Bidder is hereby notified of a County requirement related to paying wage rates for certain delivery truck drivers. Bidders are advised to read Jackson County Ordinance #4465 in the Appendix of the Contract Documents, as well as Jackson County Code Section 1072, enacted by the Jackson County Legislature October 15, 2012.

BIDDER CHECKLIST
FINAL CHECKLIST BEFORE SUBMITTING BID

- ☐ 1. Bidders not previously qualified shall submit completed Contractor Questionnaire and/or Contractor Prequalification Questionnaire with attachments not later than seven (7) days prior to the date and hour of the bid opening. See Secs 101-103 of the MHTC Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalifications to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website.
- ☐ 2. Bidders must complete the Compliance Report Form with current (issued with the last 12 months) Jackson County Certificate of Compliance.
- ☐ 3. The complete set of Bidding Documents includes all information through the DBE forms. The Technical Specifications/Job Special Provisions are for the Bidder's information only and is not to be returned with the bid.
- ☐ 4. Please read all items in the Bidding Document carefully.
- ☐ 5. Bid Bond must be submitted to the Purchasing Department at the Jackson County Courthouse, 415 East 12th Street, Room G-1, Kansas City, Missouri 64106 prior to the Response Deadline.
- ☐ 6. Submit the DBE Identification Submittal within three (3) business days of the Bid Opening.
- ☐ 7. Download all forms, including Quotation Sheet, fill out and upload on Bonfire Portal as your bid.

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

- a) Not providing a bid bond.
- b) Not incorporating the addendum(s) into the bidding documents, including attaching the letter to bid.

NOTICE TO CONTRACTORS

All bids must be submitted through the Bonfire Portal at <https://jacksongov.bonfirehub.com> before 2:00 P.M. (prevailing local time) on August 30, 2022.

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

Removal of the existing cast-in-place culvert and the installation of a double 10' x 8' pre-cast box culvert, including pre-cast end sections. The Contractor shall have the option to construct the structure as a cast-in-place double box culvert, including end sections using MoDOT standard details. Additional work tasks includes reshaping of the roadway shoulders and placement of rock blanket around the wingwalls to prevent erosion.

(2) COMPLIANCE WITH CONTRACT PROVISIONS: The Bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the current version of the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2022", and "Missouri Standard Plans for Highway Construction, 2022", their revisions, and the request for bid, including appendices, the special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All references are to the Missouri Standard Specifications for Highway Construction, as revised, unless otherwise noted.

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

General Provisions & Supplemental Specifications
2022 Missouri Standard Plans for Highway Construction

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

Please note that within the above-listed documents, the term "Commission" shall be replaced with the term, "Jackson County Public Works", and the term "Engineer" is a reference to the Engineer-of-Record from the County.

The contracting authority for this contract is Jackson County Public Works.

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

Working Days: 95

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

Liquidated damages: \$950 per day (see General Conditions GC-49 and Special Conditions SC-49).

(5) **BID GUARANTY:** The Bidder shall submit a Bid Guaranty with the Bid meeting the requirements of Sec. 102 of the Missouri Standard Specifications for Highway Construction. A sample project Bid Bond form is included in the project manual. The Bidder shall mark the box below to identify the type of Bid Guaranty.

- ☒ Paper Bid Bond
☐ Cashier's Check

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

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

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

(9) **PREVAILING WAGE (FEDERAL AND STATE):** This contract requires payment of the prevailing hourly rate of wages for each craft or type of work required to execute the contract as determined by the Missouri Department of Labor and Industrial Relations, and requires adherence to a schedule of minimum wages as determined by the United States Department of Labor. For work performed anywhere on this project, the contractor and the contractor's subcontractors shall pay the higher of these two applicable wage rates. The applicable state wage rates for this contract are detailed in "Annual Wage Order No. 29", that is attached to this bidding document. The applicable federal wage rates for this contract are the effective Davis-Bacon federal wage rates posted the tenth day before the bid opening date and are attached herein.

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

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

A sample Affidavit of Compliance can be found at the Missouri Attorney General's website at the following link: http://ago.mo.gov/forms/Affidavit_of_Compliance.pdf

All Bidders must also be enrolled in the E-Verify Program, and include their MOU prior to contract execution. Bidders who are not enrolled will need to go to the following website link and select "Enroll in the Program" to get started. After completing the program, they will receive their E-Verify MOU with Department of Homeland Security. This document will need to be printed out and kept on file so that a copy can be attached to the Affidavit of Compliance. The link is:
http://www.dhs.gov/files/programs/gc_1185221678150.shtm

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

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

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

(13) ADDENDUM ACKNOWLEDGEMENT: The undersigned states that the all addenda (if applicable) have been received, acknowledged and incorporated into their Bid, prior to submittal. For paper bids, staple addenda to the bid in the appropriate part of the bid. (Addendum 1 - 8-05-22)

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

Radmacher Brothers Excavating Co., Inc.

which is the correct LEGAL NAME as stated on the Contractor questionnaire.

a) The organization submitting this bid is a(n) (1) individual bidder, (2) partnership, (3) joint venturer (whether individuals or corporations, and whether doing business under a fictitious name), or

(4) corporation. Indicate by marking the appropriate box below.

☐ sole individual

☐ partnership

☐ joint venture

☒ corporation, incorporated under laws of state of Missouri

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

Executed by Bidder this 30th day of August, 2022.

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

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

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

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



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

Robert C. Radmacher, President

Please print or type name and title of person signing here

Attest:



Secretary of Corporation if Bidder is a Corporation

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

(15) **TRAINEES:** By submitting this Bid, the Bidder certifies that the Bidder is familiar with the Training Provision in the Missouri Highways and Transportation Commission's "General Provisions and

Supplement Specifications" which are available on the Missouri Department of Transportation web page at www.modot.mo.gov under "Business with MoDOT" "Standards and Specifications". The number of trainee hours provided under this contract will be 0 slots at 1,000 hours per slot or 0 hours.

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

(17) **PROJECT AWARD**: This project will be awarded to the lowest, responsive, responsible Bidder.

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

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



Jackson County, Missouri
Public Works Department – Engineering Division

PROPOSAL FOR
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

Federal Project No. BRO-B048 (56)
JCPW Project No. 3214, Bid No. ITB 76-22

Item No.	Description	Units	Quantity	Unit Price	Extension
1	Mobilization	L.S.	1	\$ 57,545.00	\$ 57,545.00
2	Contractor Furnished Survey and Staking	L.S.	1	\$ 8,956.00	\$ 8,956.00
3	Clearing and Grubbing	Acre	0.3	\$ 10,688.00	\$ 3,206.40
4	Removal of Improvements	L.S.	1	\$ 14,726.00	\$ 14,726.00
5	Unclassified Excavation	C.Y.	436.7	\$ 199.80	\$ 87,252.66
6	Class 4 Excavation	C.Y.	296.7	\$ 25.45	\$ 7,551.02
7	Embankment	C.Y.	757.6	\$ 2.65	\$ 2,007.64
8	Contractor Borrow	C.Y.	248.2	\$ 38.40	\$ 9,530.88
9	Barricades (Type III w/ Flashers)	Each	8	\$ 395.10	\$ 3,160.80
10	Construction Signs	S.F.	274	\$ 18.95	\$ 5,192.30
11	Foundation Stabilization	C.Y.	196	\$ 70.30	\$ 13,778.80
12	Culvert Leveling Pad	S.Y.	295	\$ 16.20	\$ 4,779.00
13	Double Cell 10' x 8' RCB Culvert (Precast or Cast-in-Place)	L.F.	104	\$ 3,271.00	\$ 340,184.00
14	Rock Blanket (Type 2)	C.Y.	48	\$ 86.50	\$ 4,152.00
15	Woven Wire Fence	L.F.	203	\$ 18.95	\$ 3,846.85
16	Barbed Wire Fence (Temporary)	L.F.	260	\$ 12.65	\$ 3,289.00
17	Aggregate Base (4") (MoDOT Type 5)	Tons	128	\$ 50.30	\$ 6,438.40
18	Asphaltic Concrete Pavement (4")(RC Type 1-01)	Tons	122	\$ 237.10	\$ 28,926.20
19	Silt Fence	L.F.	808	\$ 3.15	\$ 2,545.20
20	Sediment Removal	C.Y.	8.1	\$ 18.95	\$ 153.50

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

21	Permanent Signing	S.F.	24	\$ 82.70	\$ 1,984.80
22	Temporary Seeding and Mulching	Acre	0.5	\$ 2,845.00	\$ 1,422.50
23	Permanent Hydroseeding and Mulching	Acre	0.5	\$ 6,322.00	\$ 3,161.00
Total Amount Bid for Project =					\$ 613,789.94

SIX HUNDRED THIRTEEN THOUSAND SEVEN HUNDRED EIGHTY NINE DOLLARS AND NINETY FOUR CENTS

Total Amount Bid for Project (Typed or Written)

RADMACHER BROTHERS EXCAVATING COMPANY, INC.

Firm Name

Note: The County reserves the right to adjust the quantities up or down to any and all bid items to accomodate the available funds.

Missouri Department of Transportation
Patrick K. McKenna, Director

573.751.2551
Fax: 573.751.6555
1.888.ASK MODOT (275.6636)

June 16, 2022

Radmacher Brothers Excavating Co., Inc.
2201 N 7 Highway
Suite B
Pleasant Hill, MO 64080

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 6/30/2023.

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 **0010739**, 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://missouribuyss.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,



David D. Ahlvers
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



BID BOND

Project Number: JCPW Project No. 3214; BRO-B048 (56)

Project Title: SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we,

Radmacher Brothers Excavating Co., Inc.

Legal Name of Bidding Firm

Pleasant Hill, Missouri 64080
of _____

City and State

hereinafter referred to as "Bidder," and

The Cincinnati Insurance Company

Name of Surety

a corporation organized under the laws of the State of Ohio
and authorized to transact business in the State of Missouri, as "Surety," are held and firmly bound unto
the **County of Jackson, Missouri**, hereinafter referred to as "Owner," in the penal sum of

Five Percent (5%) of Bid Amount----- (5%)

(\$ _____)
for the payment of which sum, well and truly to be made to the Owner, we bind ourselves and our heirs,
executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, Bidder is herewith submitting its Bid to enter into a contract with Owner for the above
referenced project.

NOW, THEREFORE the condition of the obligation is such that if the Bidder is awarded the contract the
Bidder will, within the time required, enter into a contract and give a good sufficient surety bonds to
secure the performance of the terms and conditions of the contract and for the prompt payment of all
labor and material furnished in the prosecution thereof as required by the contract documents, then this
obligation shall be void; otherwise the Bidder and Surety will immediately pay unto the Owner the full
amount of this bond as liquidated damages for failure to fulfill the conditions of this obligation; but in no
event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered this 30th day of August, 2022.

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

Radmacher Brothers Excavating Co., Inc.

2201 North 7 Highway, Suite B

Pleasant Hill, MO 64080

I hereby certify that I have authority to execute this document on behalf of Bidder and Principal.

By: *A.C. W.*

Title: President

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

The Cincinnati Insurance Company

6200 S. Gilmore Rd.

Fairfield, OH 45014

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 Sureties on Federal Bonds and 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: *David S. Salavitch*

Title: David S. Salavitch, Attorney-In-Fact

Date: August 30, 2022

(Attach seal and Power of Attorney)

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

David S. Salavitch; Luke P. Sealer; Robert L. Cox, II; Kathryn E. Johnson and/or Rodney S. Demaree

of Sedalia, Missouri

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

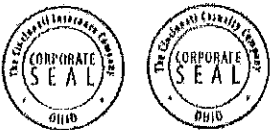
Any such obligations in the United States, up to
One Hundred Million and No/100 Dollars (\$100,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 16th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Wente

On this 16th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this 30th day of August

2022



Ed H.

DBE Submittal Forms

(6) **DBE Submittal Forms:** This form must be submitted by 4:00 P.M. three (3) business days after bid opening.

(A) **DBE Contract Goal:** By submitting this bid, the bidder certifies that the bidder is familiar with the DBE Program Requirements in this contract. The contract DBE goal for the amount of work to be awarded is 5% of the total federal project price. The bidder shall also complete the DBE Submittal Form in accordance with the program requirements.

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

5 % OF TOTAL FEDERAL CONTRACT

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

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

Phone Calls

Emails

Invitations to Review Plans

DBE SUBMITTAL FORMS (cont.)

Identification of Participating DBEs: The information shown on this page must be completed. If this page is submitted but not signed, it will not be cause for rejection. The apparent low and second low bidder must file this form with the Jackson County Compliance Review Office by 4:00 P.M. on the third working day after the bid opening. Fax or email transmittal is permitted. The fax number is (816) 881-3302 and the email address for submittal is cro@jacksongov.org. The original copy must be mailed by overnight mail to the Local Public Agency the day of the FAX or email transmittal. Contact External Civil Rights at (573) 751-7801 for questions or assistance in completion. (Note: Submittal of this form is not required if the Contract DBE Goal is 0%)

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

(A) DBE Name & Address	(B) Bid Item No. (or Line No.)	(C) \$ Value of DBE Work** (Unit Price x Quantity of each Item in B, or Lump Sum)	(D) % of \$ Value Applicable to DBE Goal** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal** (100%, 60%)	(F) % of Total Contract Amount for each Item (E ÷ Total Contract Amount)
1. Welch Silt Fence & Erosion Control; PO Box 526; Peculiar, MO 64078	19, 22, 23	\$ 6,774.00 Total	100%	\$ 6,774.00 Total	1.1% Total
2. Streetwise, Inc.; 13501 Arrington Road; Grandview, MO; 64030	9, 10	\$ 9,816.00 Total	100%	\$ 9,816.00 Total	1.6% Total
3. Grey Diamond LLC 16722 S Hadsell Rd Pleasant Hill, MO 64080	13	\$ 23,694.00 Total	100%	\$ 23,694.00 Total	3.8% Total
4.		\$ Total	100%	\$ Total	Total
Total DBE Participation		\$40,284.00		\$40,284.00	6.5%

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

DBE SUBMITTAL FORMS (cont.)

(A) DBE Name & Address	(B) Bid Item No. (or Line No.)	(C) \$ Value of DBE Work** (Unit Price x Quantity of each Item in B, or Lump Sum)	(D) % of \$ Value Applicable to DBE Goal** (100%, 60%)	(E) \$ Amount Applicable to DBE Goal** (100%, 60%)	(F) % of Total Contract Amount for each Item (E + Total Contract Amount)
Trucking Services Only used if the DBE owns the trucks or is leasing from a DBE firm		100%			
Trucking Services Trucks are leased from non-DBE source			Only Include Fees for Trucking Services		
Brokered Services			Only Include Fees for Brokered Services		
Totals (Page 1)			100%	\$40,284.00	6.5%
Totals (Page 2)			0	0	0
Totals (additional pages if needed)					
Total DBE Participation			100	\$40,284.00	6.5%

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

Company: Radmacher Brothers Excavating Co., Inc. Date: September 2, 2022

By: Ben Cummings Title: Project Manager

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR LOCAL PROGRAMS

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

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

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

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

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

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

In this provision, "contractor" will be defined as the contractor on the contract; "subrecipient" will be defined as any subcontractor performing the work. For the purposes of any federal-aid contract awarded by the Commission, "the recipient" will be defined as either the Commission, or MoDOT, or both. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes with a subrecipient.

6.0 Bank Services. The contractor, and each subrecipient on a federal-aid contract, is encouraged to use the services of banks owned and controlled by socially and economically disadvantaged individuals. Such banking services, and the fees charged for services, typically will not be eligible for DBE Program

contract goal credit. Any questions on this subject should be directed to the MoDOT External Civil Rights Director. See Sec 7.0.

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

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

http://www.modot.mo.gov/business/contractor_resources/External_Civil_Rights/DBE_program.htm

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

(a) The bidder certifies that management and bidding officers have reviewed and understand the bidding and project construction and administration obligations of the USDOT DBE Program regulations at Title 49 CFR Part 26 (as amended), the USDOT DBE Program regulations; Title 7 CSR Division 10, Chapter 8 (as amended), and the Commission's DBE Program rules. The bidder further certifies that the contractors management personnel on the project understand and are familiar with the requirements of these federal and state DBE Program regulations; and if the bidder was not familiar with or did not understand the requirements of these regulations, they have contacted the External Civil Rights Division of MoDOT and have been informed as to their duties and obligations under the DBE Program regulations by MoDOT staff and/or by USDOT DBE Program staff.

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

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

(d) The bidder certifies, under penalty of perjury and other applicable penal laws that if awarded the federal-aid contract, the contractor will make a good faith effort to utilize certified DBE firms to perform DBE work at or above the amount or percentage of the dollar value specified in the bidding documents.

The bidder further certifies the bidder's understanding that the bidder may not unilaterally terminate, substitute for, or replace any DBE firm that was designated in the executed contract, in whole or in any part, with another DBE, any non-DBE firm or with the contractor's own forces or those of an affiliate of the contractor, without the prior written consent of MoDOT as set out below.

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

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

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

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

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

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

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

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

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

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

11.2 Contract Goal, Good Faith Efforts Specified. The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness and responsibility, the apparent low and second low

bidder shall file the completed "DBE Identification Submittal" pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal. The complete and signed original documents shall be mailed to the Local Agency no later than the day of the telefax transmission. No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder's.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14.0 Use of Joint Checks

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

15.0 Verification of DBE Participation, Liquidated Damages.

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

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

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

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

PROPOSAL

Jackson County, Missouri

**TO THE JACKSON COUNTY LEGISLATURE
KANSAS CITY, MISSOURI**

THE UNDERSIGNED BIDDER, having examined the Plans, Specifications, General and Special Conditions, appendix, other proposed Contract documents, and all addenda thereto; and being acquainted with and fully understanding; (a) the extent and character of the work covered by this Proposal; (b) the location, arrangement, and specified requirements of the proposed work; (c) the location, character, and condition of existing streets, roads, highways, railroads, pavements, surfacing, walks, driveways, curbs, gutters, trees, sewers, utilities, drainage courses and structures, and other installations both surface and underground, which may affect or be affected by the proposed work; (d) the nature, extent and type of excavations to be made, character and general conditions of materials to be excavated; (e) the necessary handling and re-handling of excavated materials, including construction of fills and embankments; (f) the location and extent of necessary or probable de-watering requirements; (g) the difficulties and hazards to the work which might be caused by storm and flood-water; (h) local conditions relative to labor, transportation, hauling, and rail delivery facilities; and (i) all other factors and conditions affecting or which may be affected by the work.

HEREBY PROPOSED, furnish all required materials, supplies, equipment, tools, and plant, to perform all necessary labor and supervision; and to construct, install, erect, equip, and complete all work stipulated as required by, and in accordance with the contract documents and the plans, specifications, and other documents referred to herein (as altered, amended, or modified by all addenda thereto) for and in consideration of the prices included in this proposal.

The undersigned bidder agrees to furnish the required bond and to enter into a contract within ten (10) calendar days after acceptance of the Proposal, and further agrees to complete the entire work covered in the contract award within **95 WORKING DAYS**, after the date designated in a written order (Notice to Proceed) from the owner to begin work thereon.

Each Proposal submitted must be accompanied by a cashier's check or Proposal Guarantee bond in a minimum amount of five (5%) percent of the total amount of the bid. Checks shall be made in favor of Manager, Division of Finance, Jackson County, Missouri. Upon failure or refusal of the successful bidder to execute and deliver the contract and bond required within ten (10) days after he has been notified of the award of the Contract to him, as liquidated damages for such failure or refusal, the Owner may recover the full amount of the bond or in the event a cashier's check is furnished, an amount not-to-exceed five (5%) percent of the total amount of the bid.

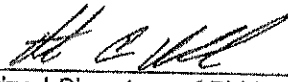
In submitting this bid, it is understood that the right is reserved by the Owner to reject any and all bids, or to accept or reject any portion of any bid, and it is understood that this bid may not be withdrawn during a period of ninety (90) days after the scheduled time for the receipt of bids.

The undersigned bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of, or in the behalf of, any undisclosed person, firm, or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation; (b) that he has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that he has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that he has not sought by collusion to obtain for himself any advantage over any other bidder or over the owner.

ADDENDA CERTIFICATION

The undersigned acknowledges receipt of addenda through and including numbers

1 (8-05-22), and that the bid submitted is in accordance with information, instructions and stipulations set forth thereby.


Authorized Signature of Bidder

Radmacher Brothers Excavating Co., Inc.
Company Name

8-08-22
Date

The undersigned states that this Proposal is made in the character or capacity checked in this paragraph, that he is the agent of, and is duly authorized to sign for:

Radmacher Brothers Excavating Co., Inc.

Legal Name of Firm

and that the Proposal is signed with the full understanding of the plans, provisions, specifications, and the foregoing terms of the Proposal.

- | | | | |
|-------------------------------------|---|--------------------------|---------------------|
| <input type="checkbox"/> | Missouri Individual | <input type="checkbox"/> | Foreign Individual |
| <input type="checkbox"/> | Missouri Partnership | <input type="checkbox"/> | Foreign Partnership |
| <input checked="" type="checkbox"/> | Missouri Corporation | <input type="checkbox"/> | Foreign Corporation |
| | Licensed in Missouri | | |
| <input type="checkbox"/> | Individual or Partnership, Missouri or Foreign, doing business in Missouri under fictitious name, registered in the office of Secretary of State. | | |

Dated at Pleasant Hill, Missouri
City, State

this 30th day of August, 2022.

INVITATION TO BID NO. 76-22
ADDENDUM NO. 1
ISSUED: AUGUST X, 2022
PAGE 1 OF 1

This Addendum hereby changes, modifies, and amends the previously issues Invitation to Bid as follows:

PLEASE MAKE THE FOLLOWING CHANGES:

01. The signature sheet for the Bid Bond Form in the Project Manual (page 14) was not included. The Bidder is directed to use the attached revised Bid Bond Form.

The Response Deadline for this Invitation to Bid remains at **2:00 PM, CST on September 20, 2022.**

If you have any questions concerning this Addendum, please contact Barbara Casamento at bcasamento@jacksongov.org.

There are no further changes, modifications, or amendments.



BID BOND

Project Number: JCPW Project No. 3214; BRO-B048 (56)

Project Title: SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS, that we,

Legal Name of Bidding Firm

of _____
City and State

hereinafter referred to as "Bidder," and

Name of Surety

a corporation organized under the laws of the State of _____,
and authorized to transact business in the State of Missouri, as "Surety," are held and firmly bound unto
the **County of Jackson, Missouri**, hereinafter referred to as "Owner," in the penal sum of

_____ (\$ _____)
for the payment of which sum, well and truly to be made to the Owner, we bind ourselves and our heirs,
executors, administrators, successors, and assigns, jointly and severally, by these presents.

WHEREAS, Bidder is herewith submitting its Bid to enter into a contract with Owner for the above
referenced project.

NOW, THEREFORE the condition of the obligation is such that if the Bidder is awarded the contract the
Bidder will, within the time required, enter into a contract and give a good sufficient surety bonds to
secure the performance of the terms and conditions of the contract and for the prompt payment of all
labor and material furnished in the prosecution thereof as required by the contract documents, then this
obligation shall be void; otherwise the Bidder and Surety will immediately pay unto the Owner the full
amount of this bond as liquidated damages for failure to fulfill the conditions of this obligation; but in no
event shall the Surety's liability exceed the penal sum hereof.

Signed, sealed and delivered this _____ day of _____.

BIDDER AND PRINCIPAL

Name, address and facsimile number of Bidder and Principal

I hereby certify that I have authority to execute this document on behalf of Bidder and Principal.

By: _____

Title: _____

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

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 Sureties on Federal Bonds and 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: _____

Title: _____

Date: _____

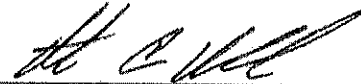
(Attach seal and Power of Attorney)

SIGNATURES

Name and Address of all Partners

_____	_____
_____	_____
_____	_____
_____	_____

Attest (Seal)



Authorized Signature

Robert C. Radmacher, President

Title of Person Signing

ACKNOWLEDGEMENT

STATE OF Missouri)
COUNTY OF Johnson) ss.

Robert C. Radmacher

Printed Name of Authorized Person with Bidding Entity

being duly sworn, deposes and says that he/she is

President

(Title of Person Signing)

, with

Radmacher Brothers Excavating Co., Inc.

(Name of Bidding Organization)

and that the answers to the foregoing questions and all statements therein contained are true and correct.

[Signature]
(Signature of Authorized Person with Bidding Entity)

8-30-2022

Date

Sworn to before me this 30th day of August, 2022.

Notary Public

Kathy L. Kee
Kathy L. Kee

KATHY L. KEE
Notary Public - Notary Seal
Johnson County - State of Missouri
Commission Number 12666189
My Commission Expires Dec 17, 2024

My commission expires December 17, 2024

ANTI-COLLUSION STATEMENT

STATE OF Missouri)
COUNTY OF Johnson) ss.

Robert C. Radmacher

(Printed Name of Authorized Person with Bidding Entity)

being duly sworn, deposes and says that he/she is

President

(Title of Person Signing)

, with

Radmacher Brothers Excavating Co., Inc.

(Name of Bidding Organization)

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

[Signature]
(Signature of Authorized Person with Bidding Entity)

8-30-2022

Date

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

By [Signature]

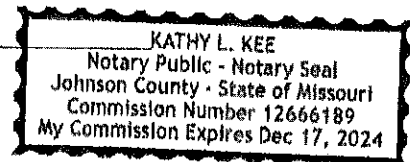
By _____

By _____

Sworn to before me this 30th day of August, 2022.

[Signature]
Notary Public Kathy L Kee

My commission expires December 17, 2024



EQUIPMENT QUESTIONNAIRE

The undersigned hereby represents that he proposes 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?

Scott Hicks

- 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
	(SEE ATTACHED EQUIPMENT LIST)			

Note: Attach additional sheets if required

RADMACHER BROTHERS EXCAVATING

Yellow

Orange

Red

Black

Vehicle Not In Service

Vehicle Stolen Not Recovered

Traded In Or Sold

New Purchases

PICKUP TRUCKS

	FORD - F250 (GREEN) (Sold to Andrew Smith)	1FTNX21F2XEB45523	1999
	FORD F250 (WHITE) (Sold 3/18/15 at Ritchie Bros Auction)	3FTNF20F21MA67895	2001
#3	FORD F250 (WHITE) (DO NOT LICENSE)	3FTNF20F21MA87841	2001
#4	FORD F350 SUPERCAB (FARM TAG)	1FTSX31F52EB80025	2002
#5	CHVY 2500 HD (GRAY)	1GCHK24124E185544	2004
#6	CHVY K2500 SILVERADO (RED) (NOT RUNNING)	1GCHK23284F262972	2004
	CHVY K2500 (WHITE) (Sold Ritchie Bros 7/11/14)	1GCHK24174E107227	2004
	CHVY (RED)	1GCHK39104E194422	2004
	FORD F150 (Blue Brown)(Sold Ritchie Bros 9/26/14)	1FTPW14525FB25188	2005
	FORD F250 (Gray) (Brian's old)(Sold Ritchie Bros 9/26/14)	1FTSX21P95EA81313	2005
#11	GMC 2500HD (WHITE) (Brian Dobson's old truck)	1GDHC24U36E100605	2006
#12	FORD F350 (GRAY) (Pat's old truck)	1FTWX31P66ED93839	2006
	FORD (BLUE) (FARM TAG)	1FTSW21PX6EC97305	2006
#14	FORD F350 (RED) (Kenneth's old truck)	1FTWX31P37EA31291	2007
	CHEVY TAHOE (SOLD 6/01/12)	1GNFK13017R182312	2007
#16	CHEVY K2500 (BURGUNDY)	1GCHK63689F175171	2009
	CHEVY AVALANCHE (Red) (Traded for #29 on 6/30/2014)	3GNFK22059G287509	2009
#18	CHEVY C3500 (GRAY)	1GC5K0C8XBZ218575	2011
#19	CHEVY C3500 (BLACK)	1GC5K0C88BZ178898	2011
	CHEVY C2500 (BLACK)	1GC2KXC80BZ218600	2011
#21	CHEVY K2500 (SILVER GREEN) (Tom's old truck)	1GC1KYC86BF138172	2011
#22	FORD F350 (STOLEN 8/29/12 & RECOVERED)	1FDKF37G4VEB30414	1997
#23	CHEVY TAHOE (WHITE)	1GNSKBE06CR295085	2012
	CHEVY SILVERADO (SOLD - 5/21/14 - TO HOWCO)	1GC1KYC8XCF166414	2012
#25	CHEVY 3500 4X4 FLATBED (BLUE)	1GBJK34142F157540	2002
	CHEVY SILVERADO (RED)	3GCPKSE71DG171643	2013
#27	GMC SIERRA 2500 (WHITE)	1GT12ZE86FF112308	2015
#28	GMC SIERRA 2500HD (BURGUNDY)	1GT22ZE86FZ101411	2015
	GMC SIERRA 2500HD (RED) (TRADED FOR #42)	1GT121C88EF110496	2014
	GMC YUKON (BLACK)	1GKS2BKC8FR108672	2015
#31	GMC SIERRA 3500 (SILVER)	1GT522C8XFZ115836	2015
#32	GMC SIERRA 3500 (GRAY)	1GT522C83FZ136611	2015
	GMC YUKON (WHITE) (TRADED FOR #43)	1GKS2BKC8FR131322	2015
	CHEVY SUBURBAN (BLUE)	1GNFK16R3XJ468137	1999
#35	DODGE RAM 5500 (WHITE)	3C7WRNBL8FG553894	2015
#36	GMC SIERRA 2500HD (WHITE)	1GT22RE82GZ111113	2016
#37	CHEVROLET SILVERADO 1500 (BLACK)	1GCNCPEH4FZ429988	2015
#38	GMC 1500 DOUBLE CAB 4X4 (WHITE)	1GTV2LEC0GZ160700	2016
#39	GMC SIERRA 2500 DOUBLE CAB (WHITE)	1GT21RE88GZ252075	2016
#40	FORD F350 XL EXT CAB FLATBED	1FD8X3H61FEB32135	2015
#41	GMC SIERRA 3500	1GT42XC83GF269218	2016
#42	GMC SIERRA 3500 (RED)	1GT42XC81GF218378	2016
#43	GMC SIERRA 1500 (BLACK)	3GTU2NECXHG266273	2017
#44	GMC SIERRA 3500 (WHITE)	1GT42VCY9HF186737	2017
#45	GMC SIERRA 3500 (WHITE)	1GT52VCY5HZ336913	2017
#46	GMC SIERRA 2500 (WHITE)	1GT12TEY7HF184439	2017
#47	GMC SIERRA 3500 (WHITE)	1GT42VCY2JF166139	2018
#48	GMC SIERRA 3500 (WHITE)	1GT42VCY6JF167147	2018
#49	GMC YUKON SLT (WHITE)	1GKS2BKC4JR153598	2018
#50	GMC SIERRA 3500 (WHITE) DUALY	1GD42VCY2JF165567	2018
#51	GMC SIERRA (RED QUARTZ)	1GT42XCX0JF223157	2018
#52	DODGE RAM 5500 (WHITE)	3C7WRMBL9JG400895	2018
#53	GMC (BLACK)	1GT49REY0LF143770	2020
#54	GMC SIERRA 2500 (BROWNSTONE)	1GT49PEY7LF250884	2020
#55	GMC YUKON SLT	1GKS2BKC2LR237762	2020

PICKUP TRUCKS

	GMC SIERRA 2500 (PACIFIC BLUE)	1GT29NEY7MF109455	2021
	GMC SIERRA 2500 (QUICK SILVER)	1GT19REY8MF113999	2021
	GMC SIERRA 2500 (WHITE)	1GT19REY9MF114336	2021
	DODGE RAM 5500 CREW CAB (WHITE)	3C7WRNFM6G600648	2021
	GMC 1500 CREW CAB	3GTU9DED5MG476126	2021
	GMC SIERRA 1500 (WHITE)	3GTU9DET5MG407892	2021
	GMC SIERRA 2500 HD (WHITE)	1GT19REY6NF126929	2022
	GMC CANYON (WHITE)	1GTG5CEN1N1209450	2022
	FORD F150	1FTEW1CB9MKD84345	2021
	FORD F150	1FTEW1CB2MKD84347	2021
	FORD F150	1FTEW1CB4MKD84348	2021

MISC. - SUPPLIES

70	BUNYAN ROLLER TUBE SCREED	OA4031	
71	SIMONS FORMS (PURCHASED WITH SCRAP TRAILER)		
72	H & S STEEL SWING ????		

CAMPERS

90	WESTPORT 5TH WHEEL CAMPER	1EM5V3623Y9315924	2000
91	ROCKWOOD 5TH WHEEL CAMPER	4X4FRLD2381819842	2008
92	RAPTOR 5TH WHEEL CAMPER	4YDF361325M852294	2005

MOTOR GRADERS

138	12M VHP MOTORGRADER	B9F00853	
139	120M VHP MOTORGRADER	B9C00638	
	140G (Sold - SUMMIT HEAVY)	81V563	31090
	140G	72V8749	31090
142	140H	2ZK02972	32000
150	CAT 14H	7WJ00776	
	12G MOTORGRADER		
	16G	93U1314	60150
	16G	93U1609	60150
162AA	CAT 160H VHP	9EJ00518	

BACKHOES & EXCAVATORS

201	CAT 416B	8SG2890	L
202	CAT 420D IT BACKHOE	BLN10610	
204	TEREX MINI EXCAVATOR	TC00480140	
205	TAKEUCHI TB175 MINI EXCAVATOR	17510109	
206	TAKEUCHI TB175 MINI EXCAVATOR (Purchased 3/19/2014)	17516546	2006
207	TAKEUCHI TB1140 EXCAVATOR	514200740	2012
208	TAKEUCHI TB260 MINI EXCAVATOR	126100514	2015
209	CAT 304D MINI EXCAVATOR	TYK00201	2011
	CAT 304-07LC MINI EXCAVATOR	AN400500	2022
	CAT 305E2 CR MINI EXCAVATOR	H5M01638	2016
	KOMATSU PC220 LC-3 (Sold - 06-22-05)	23181	
	CAT 214 RUBBER TIRED (Sold - SUMMIT HEAVY)	1KB00090	9'0
	CAT 225	51U5532	10'7
	CAT 225- JOHN HENRY DRILL (SOLD-SUMMIT)	51U2320	10'7
	JOHN HENRY DRILL	JH136	
223	CAT 312C EXCAVATOR	CBA01947	
224	CAT 312C EXCAVATOR	CBA03320	
225	CAT 315CL	CJC05319	
226	CAT 314ELCR (Purchased 9/14/14 - Previously Rented)	ZJT00299	2013
227	CAT 315F LCR	TDY11371	2018
	CAT 315-07	WKX00198	2020
	CAT 235 (Sold - SUMMIT HEAVY)	32K3501	11'4
	CAT 235C	5AF-01223	11'4
	CAT 231 D LC (Sold - RITCHIE BROS - 9/26/14)	1NK00300	11'8
	CAT 245B SERIES II (Sold - SUMMIT HEAVY)	6MF00693	13'9
245	CAT 322L	9RL0522	11'2

BACKHOES & EXCAVATORS

249	326FL9	WGL10360	
250	CAT 325L	2JK00327	11'2
251	CAT 325 LONG REACH	2JR02833	11'2
252	CAT 329 LONG REACH	WLT00602	
252-1	ELK AMPHIBIOUS UNDERCARRIAGE AM300-1		
260	CAT 330L	5YM00102	11'4
262	CAT 330L	5YM000422	11'4
262	CAT 330BL	6DR04015	
270	CAT 330CL	CAT03300KDKY01234	
270	TEREX TXC 255	C255/30017	
280	CAT 345 BL II (Sold RITCHIE BROS 9/26/14)	AGS2476	
280	HYUNDAI 450LC-7 EXCAVATOR (Sold-RITCHIE BROS-7/11/14)	NB0110181	
282	CAT 345CL12.10 EXCAVATOR	PJW00950	
283AA	CAT 365 EXCAVATOR (Purchased from Foley 7/26/13)	MCS00196	
284	CAT 345D	EEH00894	
285	CAT 336FL (Purchased 3/15/15)	RKB00334	
285	CAT 336-07	DKS01270	2019
285	CAT 336	DKS01270	
286	CAT 349EL (Purchased 3/15/15)	TFG01033	
287	329EL EXCAVATOR (Purchased 4/30/15 from Foley)	ZCD00681	
288	336EL EXCAVATOR	BZY00831	
289	336EL EXCAVATOR	BZY00588	
290	349FL EXCAVATOR	BZ210174	
295	374FL11 EXCAVATOR	EBF10009	

TRACTOR

300	JOHN DEERE 6420	LO6420P326715	
301	CASE INT'L 9170	JCB0001693	
302	JOHN DEERE 4640	011586R	
303	FORD 6640 BOOM MOWER		
305	JOHN DEERE 9570R	1RW9570RHGE054104	
306	JOHN DEERE 9570R	1RW9570RLFE017289	
307	JOHN DEERE 9400	RW9400P041608	
308	JOHN DEERE 9400	RW9400P041592	
309	JOHN DEERE 9400	RW9400PO41611	
310	JOHN DEERE 9630 (PURCHASED 10/30/13)	1RW9630ETA018038	2010
310	JOHN DEERE 9620	1RW9620REFE052031	2016
311	JOHN DEERE 6430	L06430P599064	2009
311	JOHN DEERE 673 LOADER	P00673D015082	
311-2	JOHN DEERE TRI-L GLOBAL 2-PRONG SPIKE	1309099151	
312	JOHN DEERE 6125 R	1L06125RPDP776696	
336	CASE 586E FORKLIFT		

DOZERS

310	MITSUBISHI (Sold - SUMMIT HEAVY - 7/30/13)	2B60158	
311	CAT D-3C (Sold - 3/28/11)	6SL01736	
316	CAT D-4HLGP (Sold 12/06/13 - RITCHIE BROS)	9DB4403	10'8

DOZERS

419	CAT D5K Series 2	KYY00668	
	CAT D-5HXL (Traded 4/30/11)	8RJ05022	
	CAT D-5C (Sold - RITCHIE BROS 7/11/14)	9DL01487	
	CAT D-6HLGP (Sold - SUMMIT HEAVY)	1KD00652	13'0
	CAT D-6HLGP (Sold - 3/28/11)	8YC00470	13'0
432	CAT D-6MLGP	4JN00338	12'4
433	CAT D6N LGP	CAT00D6NTALY01597	
434	CAT D6N XL	DJA00922	
435	CAT D6N XL	DJA00425	
436	CAT D6N (Purchased 9/16/14 - Rented Previously)	PER00611	
437	CAT D6N	LJR00608	2012
	D6LGP	KTW00384	
440	CAT D6RXL	5LN611	
440-1	CAT D6RXL (Purchased 9/25/15 - Ritchie Bros)	8TM00484	1997
	CAT D-7H (Sold - SUMMIT HEAVY)	79Z01047	11'6
451	CAT D-7R	AEC00524	
452	CAT D-7R	AEC00631	
	CAT D-8N	9TC00735	13'0
	CAT D-8N	9TC3787	13'0
461-1	RIPPER ATTACHED TO ASSET #461		

TRUCKS

500	KENWORTH (Purchased RITCHIE BROS 7/11/14)	W-900	2007
501	FREIGHTLINER BOX TRUCK	M-2	2010
	GMC 7500 SWEEPER TRUCK	T7500	2004
	STERLING SC8000 SWEEPER TRUCK	SC8000	2002
503	PETERBILT 337 MECHANIC TRUCK	337	2014
503-1	PETERBILT 337 MECHANIC TRUCK (AA)	337	2014
	KENWORTH (Sold)	W-900	1984
505	KENWORTH - BLUE - WATER TRUCK 4000 GAL/ KLEIN	W-900B	1998
505-1	FORD F-650	WATER TRUCK	2005
505-2	4,000 GALLON LOAD KING TANK SYSTEM	TANK KIT	2018
	335 PETERBILT 4,000 GALLON LEDWELL	WATER TRUCK	2007
506	KENWORTH - TEAL	W-900B	1998
507	MACK DUMP TRUCK	GU713	2017
507-1	MACK DUMP TRUCK	GU713	2016
507-2	MACK DUMP TRUCK	GU713	2017
507-3	MACK DUMP TRUCK	GU713	2017
507-4	MACK DUMP TRUCK	GU713	2017
507-5	MACK DUMP TRUCK	GU713	2017
507-6	MACK DUMP TRUCK	GU713	2017
508	KENWORTH - BRONZE	W-900B	1998
509	KENWORTH - BLACK	W-900B	1998
510	STERLING WATER TRUCK	LT9500	2002
510-1	STERLING WATER TRUCK	A9500	2003
511	MACK DUMP TRUCK	GU713	2015
512	MACK DUMP TRUCK	GU713	2015
513	PETERBILT LUBE TRUCK	335	2008
	KENWORTH - TEAL (Wrecked)	W-900B	2002
515	KENWORTH - TEAL	W-900B	2002
516	KENWORTH - BLACK	W-900B	2002
517	KENWORTH - RED	W-900B	1999
518	KENWORTH - WHITE	W-900B	2000
519	GMC MECHANICS TRUCK	C7500	2006
	PETERBILT (Sold TO HOWCO)	SERVICE TRUCK	1995
521	GMC	TOPKICK LUBE TRUCK	1990
522	CHEVY KODIAK WHITE	LUBE TRUCK	1991

TRUCKS

523	PETERBILT	FUEL & LUBE TRUCK	2000
523-1	PETERBILT	FUEL & LUBE TRUCK	2013
	NEW SWP LUBE TRUCK ON ORDER	FUEL & LUBE TRUCK	2023
524	KENWORTH - WHITE	WATER TRUCK	1992
524-1	CAT D25C	WATER TRUCK	
524-2	CUSTOMBUILT 14 FT WATER TANK SYSTEM		
524-3	4,000 GALLON LOAD KING TANK SYSTEM	TANK KIT	2018
525	FORD F-650	SERVICE TRUCK	2004
526	FORD F-750	MECHANICS TRUCK	2004
	FREIGHTLINER FLD120 (Sold - SUMMIT HEAVY - 7/30/13)		1994
	VOLVO S/A- WHITE		2013
528	FORD F-750	MECHANICS TRUCK	2011
529	MACK END DUMP	CX 613	2001
529-1	OX DUMP BODY		
530	MACK	WATER TRUCK	1972
530-1	MACK WATER TRUCK	CTP713	2007

OFF ROAD TRUCKS

531	CAT D-250E	4PS00497	L
532	CAT 730 ARTICULATED TRUCK (Purchased 8/19/13)	AGF00375	
532-1	CAT 730 ARTICULATED TRUCK (Purchased 9/25/15 Ritchie Bros)	AGF00224	2001
532-2	CAT 730 ARTICULATED TRUCK (Purchased 9/25/15 Ritchie Bros)	AGF00207	
533	CAT D250E	5TN01010	
	TEREX TA 40-40 ARTICULATED TRUCK (Sold 3/28/13)	7771270	2000
	TEREX TA 40-40 ARTICULATED TRUCK	7771271	2000
	TEREX TA40 ARTICULATED DUMP TRUCK	A7771220	2000
	CAT 769C MINING TRUCK (SOLD)	01X07133	1996
	CAT 769C MINING TRUCK (SOLD)	01X07132	1996
	CAT 725C	TFB00770	2016

UTILITY TRAILERS

540	SIMPSON (Stolen/Recovered 4/14/11)		1994
540-1	BELSHE UTILITY TRAILER		1994
540-2	FASTLINE EQUIPMENT TRAILER		2007
540-3	STARLITE EQUIPMENT TRAILER		2005
540-4	KING UTILITY TRAILER		1997
540-5AA	TL UTILITY TRAILER		2001
540-6	SKID LOADER TRAILER (LICENSE AS HOMEMADE)		
540-7	DOLITTLE ENCLOSED TANDEM		2006
541	BUCK DANDY PRESSURE WASHER TRAILER		1999
541-1	MAXEY		2014
541-2	MAXEY		2015
541-3	MAXEY		2015
542	P.J. 83+20		2001
542-1	LOAD TRAIL		2021
543	BELSHE WB12 (Stolen Recovered)		2001
543-1	LOAD TRAIL TILT		2016
543-2	LOAD TRAIL CH8020082		2018
543-3	LOAD TRAIL CH8020082		2018
544	PRO-TRAK DOVETAIL GOOSENECK		2006
544-1	L&L TRAILER		2003
544-2	GOOSENECK SADLER DAD		
545	BIG TEX DUMP TRAILER		2008
545-1	US BUILT TRAILERS DUMP		2022

UTILITY TRAILERS			
546	BELSHE T-38 (Stolen)		2000
546-1	ARISING 26 ENCLOSED TRAILER		2016
	BIGHORN ENCLOSED TRAILER		
	MAXIMUM CARGO ENCLOSED TRAILER		2021
	DOOLITTLE 18' ENCLOSED TANDEM		2018
547	EZ BALE TRAILER		2009
548	J&W EQUIPMENT TRAILER		2006
549	INTERSTATE TRAILER		2002
OFFICE TRAILERS			
550	COMBO 30' SA (Stolen)		1998
551	32' D.A.	2 OFFICES	
552	20' Container Build Office Trailer		
STORAGE CONTAINERS			
554	40' DRY VAN STEEL CONTAINER ON TRAILER W/PERM PLATES		
555	20' SEA CONTAINER		
555-1	20' SEA CONTAINER		
556	20' SEA CONTAINER		
556-1	20' SEA CONTAINER		
557	20' SEA CONTAINER		
558	20' SEA CONTAINER		
559	20' CONTAINER		
559-1	PORTABLE TOOL CONTAINER		
FLATBEDS & LOWBOYS			
560	BUTLER EXTENDABLE POLE TRAILER		1990
561	TALBERT 50 TON (Purchased RITCHIE BRO 7/11/14)	LOWBOY	2006
562	LOADKING	LOWBOY	2005
563	FONTAINE	40' DROPDECK	1969
563-1	TRANSCRAFT 53' COMBO	DROPDECK	2012
563-2	TRANSCRAFT 48' RB#329	DROPDECK	2003
563-3	TRANSCRAFT 48' RB#298	FLATBED	2006
564	FONTAINE (Sold - RITCHIE BROS - 9/27/14)	LOWBOY	2001
564-1	LIDDELL AP-60-F 108	LOWBOY	2023
564-2	LIDDELL AP-TAG AXLE 108	TAG AXLE	2023
565	RAVENS	FLATBED	1977
566	LUFKIN FL II ST 48	HIGHBOY	2007
566	FRUEHAUF 48'	FLATBED	1972
566-1	FRUEHAUF	FLATBED	1986
566-2	HOBBS 45' HIGHBOY	FLATBED	1970
567	TRANSCRAFT	STEPDECK	2003
568	TRANSCRAFT	FLAT FLOOR	1996
569	RAVENS 45' ALUM. SPREAD AXLE HIBOY	FLATBED	1987
569-1	TRANSCRAFT SPREAD AXLE HIBOY	FLATBED	2000
569-2	MANAC SPREAD AXLE HIBOY	FLATBED	2008
569-3	MANAC SPREAD AXLE HIBOY	FLATBED	2008
569-4	STOUGHTON 48' SPREAD AXLE HIGHBOY	FLATBED	1999
END DUMPS			
570	KENTUCKY VAN TRAILER (Purchased RITCHIE BRO 7/11/14)	50'	1981
570-1	KENTUCKY VAN TRAILER (Purchased RITCHIE BRO 7/11/14)	42'	1978
	CLEMENT (Sold 2-05)	26'	1999
	WESTERN BARREL (Sold 2-05)	26'	1993
	EAST GENESIS FRAMELESS END DUMP (Purchased 3/4/15)	96"	2014
	(Sold 6/12/15)		
573-1	MAC MANUFACTURING INC SCRAP TRAILER		2013

VAN TRAILERS

574	KENT		1973
	MATLOCK	MTE 42	
	KENTUCKY STEP VAN TRAILER	48	1993
	KENTUCKY STEP VAN TRAILER	48	1986
575	STOUGHTON	45'	1989
576	DORSEY	45'	1989
577	REEFER	48'	
578	DORSEY	45'	1989
579	DORSEY	45'	1989
580	FRUEHAUF	45'	1985

BOTTOM DUMPS

	LOAD KING (Sold R/BROS)		1984
	LOAD KING (Sold - JIMHAWK - 2-23-05)		1991
	TRAIL KING (Sold - SUMMIT HEAVY)		1997
	TRAIL KING (Sold - JIM HAWK - 2-23-05)		1997
	TRAIL KING (Sold - SUMMIT HEAVY - 3-24-05)		1998
	TRAIL KING (SOLD - 3-24-05)		1998
	TRAIL KING (Sold - SUMMIT HEAVY - 3-24-05)		1998
588	PUMA 40'		2016
588-1	ASHER 39'		2014
588-2	ASHER 38'		2014
588-3	CPS		2005
589	De CAP TRAILER MFG		2017
589-1	De CAP TRAILER MFG		2017

SIDE DUMPS

590	SIDUMP'R		2005
591	SIDUMP'R		2005
592	SIDUMP'R		2005
593	SIDUMP'R BROKEN FRAME		2006
594	SIDUMP'R		2012
597	SIDUMP'R BROKEN FRAME		2001
598	SIDUMP'R		2012
599	SIDUMP'R		2012

SCRAPERS

610	CAT 613B	38W4696	L
621	JOHN DEERE 1814C	T81814C050115	
622	JOHN DEERE 1814C	T81814C050116	
623	JOHN DEERE 1814C	T81814C001098	15'3
624	JOHN DEERE 1814C	T81814C001097	15'3
624-1	GATE	CB11428979	
625	JOHN DEERE 1814C	T81814C001095	15'3
626	JOHN DEERE 1814C	T81814C001096	15'3
627	JOHN DEERE 1814C	T81814C001099	15'3
627-1	GATE	CB11428979	
628	JOHN DEERE 1814C	T81814C001081	15'3
629	JOHN DEERE 1812	T81812C001126	14'
630	JOHN DEERE 1812	T81812C001107	14'
631	ASHLAND 18.0 YDS SCRAPER PANS I 180 -TS2	21874	
632	ASHLAND 18.0 YDS SCRAPER PANS I 180 -TS2	21932	
633	ASHLAND 18.0 YDS SCRAPER PANS I 180 -TS2	21939	
634	ASHLAND 18.0 YDS SCRAPER PANS I 180 -TS2	21989	
637	JOHN DEERE 1812C	T81812C001415	
638	JOHN DEERE 1812C	T81812C001595	

CRANES

700	FORD F800 BOOM TRUCK	1FDXF80K7EVA39784	1984
701	9000 FORD BOOM TRUCK	1FDZU82EOVVA22167	1997
702	HSP 8022 LINKBELT (Sold SUMMIT HEAVY - 7/30/13)	47H1-1329	
703	5299 AMERICAN (Traded 4/30/11)	GS18778	11'6"
704	LS118 LINKBELT	9LV3893	
705	MANITOWOC 777	7771015	
706	MANITOWOC 222B	2280820	
707	LINKBELT HTC8650 HYDRAULIC TRUCK CRANE	L8J4-6934	
708	FREIGHTLINER M2106V W / NATIONAL 8100D CRANE	1FVKC3BS1CDBD9263	2012
709	MANITOWOC 222	2270918	
710	PETERBILT 365 BOOM TRUCK 2010	1NPSX0EXXAD793157	
711	2006 GROVE RT875E	225086	
712	2006 GROVE RT875E	225876	
713			
714			
715	KOBELCO CK1100G-II	GH05-04285	2019
716			
717			
718			
719	20 TON OVERHEAD CRANE AMERICAN	33197	2013

LIFTS - SUSPENDED PERSONAL PLATFORM

750	SKYJACK SCISSOR LIFT	605508	
751	SNORKEL MANLIFT TB-A60	AP01114	2001
752	JLG 660 SJC MANLIFT	0300058992	
753	GROVE MZ46 LIFT	811104	
754	GENIE S65D4 LIFT	S6012-24135	
755	SKYJACK SCISSOR LIFT SJ6832RT-DF	37003028	
756	JLG 600 AJ	0300130360	2008
757	JLG 600 S	0300095823	2006
758	JLG TOWABLE LIFT T350	0030002001	
759	JLG 460 SJ	0300129983	2008
760	HYDRA BRIDGE INSPECTION TRAILER	1H9US3331AS196340	2010
761			
762			
763			

FORK LIFTS

770	JLG/GRADALL G6-42A TELESCOPIC FORKLIFT	160001809	2004
770-1	JLG/GRADALL G6-42A TELESCOPIC FORKLIFT	160001912	2003
771	CAT GP25K FORKLIFT (HALF OWNED - HOWCO)	AT17C02255	2003
772	JCB 505-22S TELESCOPIC FORKLIFT	USA50522RE0571123	1994
773	CAT TL1055 TELESCOPIC FORKLIFT	TBM01237	2010
773-1	CAT TL 1055 TELESCOPIC FORKLIFT	TBM01315	2011
774			
775			

COMPACTORS

800	SINGLE DRUM SHEEPFOOT		80"
801	SINGLE DRUM SHEEPFOOT		80"
802	SHOVEL SUPPLY DOUBLE DRUM SHEEPFOOT	628	11'
803	DOUBLE DRUM SHEEPFOOT		11'
804	SMALL DOUBLE DRUM SHEEPFOOT		9'
805	SINGLE DRUM SHEEPFOOT		80"
806	SMALL DOUBLE DRUM		9'
807	CD54B SMOOTH DRUM	GRT00102	67"
808	CAT CB14B ASPHALT COMPACTOR	47301535	
809			
810	CAT CB334E SMOOTH DRUM	C3A00255	2006
811			
812			
820	CAT CB214 SMOOTH DRUM	6FD00208	39"
820-1	CB214E SMOOTH DRUM 39"	21400407	39"
821	CAT CB334 SMOOTH DRUM	K4CZ00571	51"
822	CAT CB224D SMOOTH DRUM	8RZ01695	
823	INGERSOL RAND COMPACTOR SD77DX	180584	

COMPACTORS

824	CAT CS433C SINGLE DRUM VIBRATORY (Purchased 2/12/15)	CATCS433CCFP00237	2003
829	CS-533E W / PADFOOT SHELL	ASL00642	2005
830	CAT CS563C SMOOTH DRUM	4KN01465	7'0
831	CAT CS563C PAD FOOT	9ZW00157	7'0
832	CAT CS563D VIBRATORY SMOOTH DRUM (2001)	CATCS563C9MW00757	
833	CAT CP563C COMPACTOR	5JN00933	1998
834	CAT CS56B SMOOTH DRUM	L8H00396	2012
835	CAT 815 SHEEPFOOT	57U00838	1980
841	CAT 815B SHEEPFOOT	15Z00535	1985
842	CAT 815 SHEEPFOOT	91P02092	1980
843	CAT 815 SHEEPFOOT	17Z00840	1987

WHEEL LOADERS

900	CASE 570LXT LANDSCAPE TRACTOR	JJG0262356	
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SKID STEER LOADERS

901	CASE 1845C RUBBER TIRED (Stolen 6/20/11)	JAF0191984	
902	CASE 1845C RUBBER TIRED	JAF0333459	
902-1	CASE 1845C RUBBER TIRED (Purchased 9/25/15 Ritchie Bros)	JAF0332837	2000
903	CAT 257B TRACKS (Traded for #900 570 CASE)	SLK01141	
903-1	CAT 262D RUBBER TIRED	DTB01416	
903-2	CAT 259D3	ACW914205	
904	TAKEUCHI LOADERS TL140C TRACKS (Traded 12-17-13)	21403147	
904-1	TAKEUCHI TL240 (Purchased 12-17-13 VL PHILLIPS)	22400114	2011
904-2	TAKEUCHI TL12R2-CR	412101397	
904-3	TAKEUCHI TL12V-2	412000467	
904-4	TAKEUCHI TL12V-2	412001868	2019
906	TAKEUCHI LOADERS TL140C	21406170	
905-1	TAKEUCHI TL10	201003265	2016
906	TAKEUCHI LOADER TL140 (Stolen 8/11/14)	21405367	2007
906-1	TAKEUCHI TL8	200800087	2014
906-2	TAKEUCHI TL6	406001151	
906-3	TAKEUCHI TL8	200807400	
907	CASE 465 LOADER	N5M404379	2005
908	BOBCAT S185	525015667	2004
908-1	BOBCAT S590	AR9R13245	2015
909	TAKEUCHI TL250	225001554	2012
909-1	TAKEUCHI TL250	225001721	2012
909-2	TAKEUCHI TL12	201200681	
909-3	TAKEUCHI TL 12V-2	412000101	2016
909-4	TAKEUCHI TL 12R-2	412100846	
909-5	TAKEUCHI TL12	201202059	

WHEEL LOADERS

910	KOMATSU W/FORKS WA-180-1LC	A75594	
911	KOMATSU WA-180- 3MC (Dennis Johnson)	A81273	
912	CAT 950E (Sold - SUMMIT HEAVY 7/30/13)	22Z04739	
912-1	KOMATSU WA-200-6 (Purchased ROAD BUILDERS 10/28/14)	70562	
913	CAT 950G	5FW02126	
914	CAT 950G II	BAA00131	
915	938M	J3R02302	
916	938M	J3R02335	2016
917	CAT 988B (Sold - SUMMIT HEAVY)	50W5650	
921	CAT 980G (2001)	2KR04570	
922	CAT 988B	50W07544	1985
930	CAT 928Gz W/FORKS	DJD01119	
931	CAT 928F (1994)	2XL00620	
932	CAT 924G	CAT0924GJDDA03914	2007
933	CAT 924H	HXC02848	2011
934	924H	HXC00984	2008
935	926M	W5L01646	2021

TRACK LOADERS

940	CAT 943	04Z00463	L
	CAT 963 W/FORKS (SOLD RITCHIE BROS 7/21/15)	11Z00694	8'
	CAT 963 W/FORKS (SOLD RITCHIE BROS 7/21/15)	21Z3627	8'
944	CAT 963	21Z05339	8'
945	CAT 963C (Dennis Johnson)	BBD00438	
946	CAT 963D	LCS00402	2008
	CAT 973 W/RIPPER GRAPPLE	66G00739	9'4
951	CAT 973	86G00734	9'4
952	CAT 973	BCP00141	
953	CAT 973C	CAT0973CJ3RZ00709	2002

DISCUS & TILLERS

1001	JOHN DEERE 24" DISC		
1002	ROME TAW20-28 DISC	10TAW1950	
	HOWARD HR-50 TILLER	804302292	9'0

TRIMMERS - PAVERS

	CAT TR-225B (Sold)	6WC00142	13'6
1021	GOMACO 9500 TRIMMER	MC905500056	
	BLAW KNOW RW-100 WIDENER		
	MIDLAND ROAD WIDENER MID 112	1066	
	CMI PR500FL PAVEMENT PROFILER (Sold)	519124	
1031	WIRTGEN W2000 MILLING MACHINE	620130	
1032	WIRTGEN W2100 MILLING MACHINE	9210407	2011
	TEREX BID-WELL BRIDGE PAVER 2450	2450-2019-03	2019
1040	GOMACO L-450 BRIDGE PAVER		
	GOMACO GP3 4 TRACK PAVER	912600-026/GP3	2018
	RTP 500 Placer	906700-157	2018
1045	GOMACO GT 6300 COMM. III TRIMMER/SLIPFORM	900100-427	
1046	GOMACO COMMANDER III CURB/GUTTER MACHINE	900100-642	2004
1046-1	GTCP 5902 24" CG-1		
1046-2	GTCP 5902 24" CG-1 OPEN FRONT		
1046-3	GTCP 6788 36" MO B		
1046-4	GTCP 8751 24" CURB & GUTTER 10" FRONT		
1046-5	GTCP 13088 24" CG-2 LAZY BACK		
1046-6	GTCP 5744 36" MO A		
1046-7	GTCP 8750 24" CG-1		
1046-8	GTCP 8016 10" MO-C		
1046-9	900100-642 4-10 SIDEWALK MOLD		
1047	GOMACO GP-2500 PAVER	MC12831-25	
1048	GOMACO COMMANDER III CURB MACHINE	MC19094-01	
1048-1	GOMACO GTCP-13429 PARAPET MOLD WITH FRONT SHROUD	MC19094-01	
1048-2	GOMACO 32" FLAT BACK WALL MOLD FRONT GATE		
1048-3	GOMACO GTCP-5622 32" WALL MOLD DUAL GATES		
	GOMACO 42" PARAPET CGJJ-0525		
	GOMACO 32" PARAPET MOLD	MC19094-01	
1049	GOMACO PS30 PLACER/SPREADER	MC13585-27	
	GOMACO GT6300 COMM. III CURBING MACHINE (Sold)		
	GOMACO GT6300 PAVER	900100-163	
	GOMACO GT6300 COMM. III CURBING MACHINE	MC17209-01	
1052	GOMACO GTCP-13477 BARRIER MOLD WITH SIDE PLATE	MC19094-01	
	GOMACO TC600 TEXTURE CURE MACHINE	904400048	
	CAT AP650B CRAWLER ASPHALT PAVER	9DN00353	2000

MISC. EQUIPMENT

1100	LAND PRIDE BOX BLADE		8'1"
1101	BROWN BOX BLADE	1108	14'1"
	INDUSTRIAL MFG. LS 20' BOX BLADE	0302	
	6300 LARSON STREET BROOM (TRADED 10/31/12)		
1103	06 BROCE BROOM	405074	
1103-1	BROCE RJ350 BROOM	404326	
1103-2	BROCE RJ350 BROOM	405008	
1103-3	BROCE RJ350 BROOM	405144	
1104	SWEEPSTER BROOM ATTACHMENT	1328238	
	SKIDSTEER BROOM CAT BRSSBU118	0LXB01659	
	SKIDSTEER BROOM CAT BRSSBU118	LXB05224	2019
	SKIDSTEER BROOM CAT BA118C 85"	BX801141	2016
	CAT BP25 WHEEL LOADER BROOM	AEH01072	
1105	D-7H BRUSH RAKE		
1106	DIESEL POWERED BRUSH BURNER		
1107	GRAVEL ROCK BOX		
1107-1	ROCK BOX		
1107-2	ROCK BOX		
	PRO-TEC ROCK BOX SS-3	37642	
1108	KENCO BARRIER PICK	SFL329121101A6	
1108-1	TANDEMLOC SPREADER BAR 25 TON	50207	AG25C
	KENCO KL9000 BARRIER LIFT	SF100050318V4	
1109	UNILoader FORKS		
1109-1	UNILoader FORKS	JBX-4000	
1109-2	UNILoader FORKS TOMAHAWK		
1110	UNILoader FORKS		
	TAKEUCHI FORKS FOR TL-6		
1111	MULTI QUIP WALK BEHIND PLATE TAMP	C-3079	
1111-1	MULTI QUIP PLATE TAMP MVC-82VHW	V-6883	
1112	HOTSY POWER WASHER MODEL 5645	H0603-73220	
1112-1	MOBILE PRESSURE WASHER	HDS-3008-1H6G	2020
1113	6" WATER STAND		
1114	LOWE AUGER- ATTACH. FOR UNILoader	2133526	
1114-1	10" AUGER		
1114-2	36" AUGER		
1115	CLAMSHELL		
1116	GRAPPLE RAKE FOR 973		
	HYDRAULIC TORQUE ASSEMBLY HYTORC		
	LINE BORING EQUIPMENT		
1117	RAMMER WACKER	5537999	
1118	RAMMER WACKER	5576808	
	WACKER BS50-4S JUMP TAMP	24308751	
1119	CAT 24" BUCKET	NBC04252	
1120	TWIN FEED HOPPER		
1121	VERMEER CHIPPER		
1122	HARLEY RAKE		
1123	CRAFCO SUPERSHOT	1C95Y101X1418	1999
1124	SOFF-CUT GX4200 SAW	8611	
1124-1	SOFF-CUT GX4200 SAW	3129	
1124-2	SOFF-CUT GX4200 SAW	1277779001	2010
	CONCRETE SAW FS 7000	1366504001	
	SOFF-CUT X5000	1349464001	2017
	X4000 PROWLER SAW		
1125	MAN BASKET	REC2-600	
1126	ROAD PROFILOGRAPH		
1127	TWO GANG EZ DRILL	Z4488	
	HILTI DD130 CORE DRILL W/PUMP & VAC	278909	
1128	CONCRETE CURE SPAYER 7560XL	75X0715029	

MISC. EQUIPMENT

1129	PLATE COMPACTOR MUSTANG LF88		
1129-1	PLATE COMPACTOR WACKER WP1550A	10544669	
	WACKER PLATE COMPACTOR WP1550A	10832252	

LIGHTPLANTS

1130	AMIDA - DIESEL	8703B0160	
1131	AMIDA - DIESEL	9308-20147	
1132	AMIDA - DIESEL	921117356	
1133	COLEMAN - SMART LITE	SL 239	
1134	COLEMAN - SMART LITE	SL 236	
1135	INGERSOLL RAND - 1997	270509UJH823	
1136	INGERSOLL RAND	342904	
1137	TEREX AL4000 LIGHT TOWER	AL410-000473	2010
1138	TEREX RL4 LIGHT TOWER	RL410-814	2010
1139	DOOSAN LIGHT TOWER LS	425159	
1140	MAGNUM MLT3060 KIGHT TOWER	1210983	2012
1141	WACKER LTC4C LIGHT TOWER	5927770	2009
1142	ALLMAND BROS.	0477ML2V15	2015
1142-1	ALLMAND BROS.	0737ML2V14	2014
1142-2	ALLMAND BROS.	0410ML2V14	2014
1142-3	ALLMAND BROS.	1157PRO2V12	2012
1142-4	ALLMAND NITE-LITE PRO Lot # 5108	0973PROXXXX	2014
1142-5	ALLMAND NITE-LITE PRO Lot # 5109	0971PRO2V14	2014
1143	ALLMAND BROS. 8KWLTWB Warren Cat	0691ML2V14	2014
1143-1	ALLMAND BROS. Warren Cat	11-000519	
1143-2	ALLMAND BROS. Warren Cat	11-000524	
	ALLMAND NIGHT LIGHT PRO II	07-002725	2020
1145	1000W ELECTRONIC LIGHT	G2300741	2018
1145-1	1000W ELECTRONIC LIGHT	G2300742	2018
1147	VORTEQ CRASH ATTENUATOR TRAILER VTQ TL-3	VTQ-TL3	2018

AIR COMPRESSOR

1150	LE ROI 185 CFM	3272X1342	
1151	SULLAIR 185 CFM	251445-105423	
1152	INGERSOLL RAND 185 CFM	302496UFJ221	
1153	SULLIVAN D125QV PORTABLE AIR COMPRESSOR		
1154	IMT 20013 AIR COMPRESSOR	DA435HA	
1155	SULLIVAN AIR COMPRESSOR - MODEL NO. WMD185CAB	19581A	
	SULLAIR 375HDPO	201004240015	2010
	ATLAS COPCO		

WATER PUMP

1160	GODWIN 4"	9921162-13	
1160-1	GODWIN 4"	9607253-2	
1161	LEE MATTHEWS 6" ON TRAILIER	14201482120	
1162	16" CRISAFULLI	14977	
1163	GODWIN 6"	905722-24	
1164	GRINDEX G9240	205510	
1165	MULTIQUIP 2" SUBMERSIBLE PUMP ST2038P	525258	
1166	GODWIN 8" BD00A116PV8-150	90008687	
1167	THOMPSON 6"	6V589	
1168	MULTIQUIP 2" TRASH QP-2TH	2TH-11866	
1168-1	HONDA 2" TRASH PUMP	WAAJ-1000958	

HYDRAULIC ATTACHMENTS

1170	NPK E-213	60838	
1171	NPK E-216	68210	
1172	SAMLL OKADK 5A2	2433	
1173	OKADA TOP 35 FOR UNLOADER		
1173-1	AGROTK SSHH680 SKIDLOADER HAMMER	SSHH68022040105	
1174	CAT H115S BREAKER	4PL04318	
1174-1	CAT H115S HAMMER	4PL04240	
1175	DELMAG D19-42 PILE HAMMER		
1175-1	DELMAG D12-32 PILE HAMMER		
1176	OKADA TOP 100A	3906	2013
1176-1	OKADA TOP 60		
1177	CAT H140 DS HAMMER	BXB00769	
1177-1	CCAT H130S HAMMER	7CM04885	
1178	RAMMER M18 HAMMER	140R100285	
1179	CAT H160ES HAMMER	W9B00448	2016
1180	MKT HAMMER 33-30-20C PILE HAMMER	950704	
1180-1	MKT HPSI 250 PILE DRIVER EXTRACTOR	811009P	
1181	CAT H115S HAMMER	4PL04799	
1182	G90 RAMMER		
1183	G100 RAMMER	100395E	
1184	TRAMAC HYDRAULIC HAMMER SC36		
1185	FECON BULL HOG BRUSH GRIDER BH080EXCP2	00BH80E010297	
1185-1	FECON GRINDER BH080EXC2	00BH80E010381	
1186	CAT SKID STEER PLANER PC205	RBG00341	
1187	VIRNIG MFG SKID STEER MOWER MWSSLRB72S	101983	
1187-1	VIRNIG MFG SKID STEER MOWER MWSSLRB78S	115758	
1188	MOLEY MAGNET ESA 42 CLAW	16628	2018
1189	NPK VIBRA-TAMP 8B		
1189-1	OKADA VIBRA-TAMP		
1189-2	CAT VIBRA-TAMP CVP110	CTZ00997	
1189-3	EPIROC COMBI CUTTER CC3700	DEQ209136	2021

FARM EQUIPMENT

1201	9 - SHANK RIPPER		17'6
1202	INT'L 510 DRILL PLANTER	0390163C010949	
1203	JOHN DEERE 5 BOTTOM PLOW		
1204	KEWANEE VIBR SAHNK		
1205	JOHN DEERE 1518 MOWER		
1206	BRUSH HOG MOWER		
1207	HOWARD ROTAVADER/TILLER		
1208	JOHN DEERE MOWER CX 20	1P0CX20FHP006676	
1209	JOHN DEERE MOWER HX20	1P0HX20FCCP017629	
1210	Asphalt Distributor Trailer MU-10-TRL	1E9M477082E007062	2002
1210-1	POLARIS RANGER VEL. BLUE	4XARVU990H7744192	
1251	POLARIS RANGER PS HUNT 1000 XP	3NSRTE993HG849655	2017
1252	POLARIS RANGER	4XARSY991M8446447	2021
1253	POLARIS RANGER	4XARSY99XM8453073	2021
1254	POLARIS RANGER	4XARSY993M8463203	2021

CRUSHING & SCREENING EQUIPMENT

1300	INTERA HAWK 506S IMPACT CRUSHER	2411074	
1305	MODEL 590 FINLAY HYDRAGRID SCREEN	8481511	
1306AA	TELESMITH 6X20TD VERTICLE INCLINE SCREENING PLANT	111C16650	
1310	24X40 TRANSFER CONVEYOR		
1311	24X40 TRANSFER CONVEYOR		
1312AA	COMPLETE CEC CRUSHING PLANT		
1312-1AA	2004 SUPERIOR 36X80 CONVEYOR	5727	
1312-2AA	RADIAL STACKERS (36"X85") (PURCHASED 12/26/12)		
1312-3AA	CUSTOMBUILT 30"X65' PORTABLE CONVEYOR STACKER	79ST3	

SURVEYING EQUIPMENT

1400	GPS, SPS851 & SPS882, 900 MHZ	85882-91	
1401	36X60 PLATFORM		
1402	SPS882 GPS 900MHZ		
1403	CONTROL BOX CB460		
1404	TSC3 GPS		
1405	TRIMBLE CONTROL BOX CB460 (Purchased 1/22/15)	3244J008SW	
1406	TRIMBLE NAVIGATION RECEIVER SPS985 (Purchased 2/12/15)	5445F82316	
1407	TRIMBLE BKITAAD6N	5533500566	
1408	TRIMBLE SPS900K	5609F56736	
1409	Trimble Navigation (Receiver and Rover)		
1409-1	TRIMBLE RECIEVER SPS985	5724F00032	
1410	TRIMBLE NAVIGATION	5614F58560	
1411	SPS 855	5817R31506	
1412	SPS 855 COMPLETE KIT	5919F00642	
1413	SPS 855R	5827R31833	
1414	MS995	0681J021TJ	
1415	SPS900	5220K85345	
1416	T7 Tablet (Nick)	DAP220300214	
1417	T7 Tablet and 985 Rover Set Up (Rex)	DAP220700349/5344f46766	

GENERATORS & WELDERS

1500AA	CAT 1000 KW GENERATOR	2GM00555	
1501	MULTI QUIP 5000 GDP-6H	5534134	
1502	GENERAL ELECTRIC 5SJ4324PY31	BC7120B12	
1503	CUSTOM BUILT POWER PANEL RB5489		
1504	CUSTOM BUILT POWER PANEL RB5491		
1505	GP2500A GENERATOR	24389020	
1506	GP2500A GENERATOR	24389021	
1507	MULTI QUIP GA-3.6HA	5654640	
1508	MULTIQUIP GA-6H	549883	
1509	MASTER MGH5000E	0600030	
1510	HOBART 145 WELDER / GENERATOR	MJ350339R	
1511	MILLER BOBCAT 250	MK041192R	
1512	MILLER BOBCAT 250	MK130619R	
1513	DOOSAN 60KW GENERATOR	447765UJWE53	
1514	GENERAC 25KW GENERATOR 97A 07435 S	2039196	

FUEL STORAGE TANKS

1600	FUEL TANK-8FT X 28 FT (Purchased on 9/19/13-Ritchie Bros)		
1601	6,000 GAL. ABOVE-GROUND TANK (Purchased 11/26/13)		
1602	TOWER TANK		
1603	10,000 GALLON DOUBLE WALL ENCLOSED TANK		
1604	500 GALLON FUEL CUBE	FCP 500	
1605	500 GALLON FUEL CUBE	FCP 500	

BUCKETS & ATTACHMENTS

1700	80" SKIDLOADER W/BOLT ON TEETH		
1701	24" BUCKET	CY707002150	
1702	KENCO ADJ. SLIDE HOOK		
1703	48" Long Reach Bucket 314 Pins 358-8621	NBC21130	
1704	24" ENTEK Trench Compactor	HP00778R	
1705	CENTRAL FABRICATORS 42" Trench Compactor	62467	
1706	CONCRETE BUCKET		
1707	CONCRETE BUCKET		

BUCKETS & ATTACHMENTS

[illegible]

STREET PLATING

	(6) 8' X 10'		
	(1) 4' X 4'		
	(3) 6' X 13'		
	(3) 6' X 14'		
	(3) 8' X 16'		
	(1) 6' X 11'		
	(1) 5' X 10'		
	(1) 6' X 15'		
	(3) 6' X 10'		
	(1) 8' X 17'		
	(4) 4' X 10'		
	(5) 6' X 12'		
	(2) 7' X 12'		
	(5) 7' X 10'		
	(8) 8' X 20'		

LIST OF CONTRACTS ON HAND

Location	Type of Work / Contracting Agency	Contract Price	Date	% Complete
	(See attached Current Projects Reference List)			

Attach additional sheets as required.

RADMACHER BROTHERS EXCAVATING CO., INC. **PROJECT REFERENCES (CURRENT PROJECTS)**

PROJECT	OWNER	TELEPHONE	ARCHITECT	CONTRACT AMOUNT	DATE STARTED	COMPLETED
63rd Street Design Build - Woodland Avenue to Prospect Avenue Pavement & Water Main Upgrades	City of Kansas City Public Works 414 East 12th Street Kansas City, MO 64106	785-393-3146 Kathleen Steinbacher	Bartlett & West	\$ 7,520,000.00	6/15/2022	0%
Blue Springs High School - Wildcat Drive New Road/Bridge over Existing Railway System	Blue Springs R-IV School District 1801 NW Vesper Blue Springs, MO 64015	Darren Younker	Holl - Miller Architects 1828 Walnut Street Kansas City, MO 64108	\$ 8,118,100.00	5/15/2022	5%
U.S. Treasury	RMR Group LLC 400 State Avenue, Suite 1002 Kansas City, KS 66101	913-281-7389 Scott Marcos		\$ 429,101.00	In Design Phase	0%
Franklin Bridge Street/Bridge Improvements	City of Clinton 105 East Ohio Street Clinton, MO 64735	417-889-3400 Joe Rickman	CJW Transportation Consultants 5051 S. National Springfield, MO 65810	\$ 732,241.50	9/1/2022	0%
Route 65, Saline County Grading & pavement	MoDOT 600 NE Colbern Road Lee's Summit, MO 64086	866-315-1418 Tim Sims	MoDOT 105 West Capitol Jefferson City, MO 65102	\$ 2,400,336.71	7/15/2022	90%
Route 50, Pettis County Intersection Improvements	MoDOT 600 NE Colbern Road Lee's Summit, MO 64086	816-215-7279 William Delgroat	MoDOT 105 West Capitol Jefferson City, MO 65102	\$ 3,322,828.03	8/1/2022	0%
Crow's Creek Lagoon Maintenance & Improvements - Phase 2 Lagoon maintenance	Clay County, Missouri 1 Courthouse Square Liberty, MO 64088	816-335-9400 Brian Weiss	Burne & McDonnell Engineering 9400 Ward Parkway Kansas City, MO 64114	\$ 388,745.00	5/15/2022	75%
Route 169 & 744, Greene County (Subcontractor) Intersection improvements	Stevens Asphalt 11837 Lawrence 1163 ML Vernon, MO 65712	417-466-3758 Scott Crabtree	MoDOT 105 West Capitol Jefferson City, MO 65102	\$ 478,718.75	3/15/2022	90%
Wastewater Treatment Plant Improvements Lagoon improvements	City of Lone Jack 207 N. Bynum Road Lone Jack, MO 64070	816-210-6261 Kenton Newport (HDR)	HDR 10450 Holmes Road Kansas City, MO 64131	\$ 415,594.00	3/01/2022	50%
Route A, Clay County Intersection improvements	MoDOT 600 NE Colbern Road Lee's Summit, MO 64086	816-347-4143 Russell Ferner	MoDOT 105 West Capitol Jefferson City, MO 65102	\$ 998,245.15	5/15/2022	90%
CPCC Relieving Platform Demolition and replacement of relieving platform	Central Plains Cement Company 2200 N. Courtney Road Sugar Creek, MO 64050	816-365-1826 Jelime Duran	Manley Brothers, Inc. 200 Benton Street St. Louis, MO 63088	\$ 998,560.00	1/16/2022	100%
Marshall WWTP Phase 2 Improvements (Subcontractor) Wastewater Treatment Plant Improvements	Burns McDonnell 9400 Ward Parkway Kansas City, MO 64114	816-686-2212 Kevin DeVeto	Burns McDonnell 9400 Ward Parkway Kansas City, MO 64114	\$ 1,358,523.00	3/1/2022	25%
Grant Avenue Parkway Off-street bike & pedestrian pathway, bridge enhancements, utility upgrades, crossing & intersection improvements	City of Springfield 840 Booneville Avenue Springfield, MO 65801	417-864-2059 Leree Reese	CFS Engineers 1421 East 104th, Suite 100 Kansas City, MO 64131	\$ 20,452,481.00	4/1/2022	10%
City Park Dam & Spillway Rehabilitation Project Dam & spillway improvements	City of Harrisonville 300 E. Pearl Street Harrisonville, MO 64701	816-390-8900 Ted Martin	Wilson & Company 800 East 101st Terr., Suite 200 Kansas City, MO 64131	\$ 1,791,906.10	12/15/2021	99%

Contract 2: Water Treatment Plant New water treatment plant & lagoons	City of Lexington, 919 Franklin Street Lexington, MO 64067	660-255-2761 Mark O'Dell	Sardlett & West 10895 Grandview Dr., Suite 110 Overland Park, KS 66210	\$ 8,997,000.00	12/15/2021	20%
I-49 Outer Roadway Conversion Road Reconstruction	City of Grandview 1200 Main Street Grandview, MO 64030	816-316-4857 Doug Weisselschmidt	Trek Design Group LLC 1411 East 104th St. Kansas City, MO 64131	\$ 11,800,000.00	7/1/2021	75%
Route 29, Platte County Bridge Replacements	MoDOT 1900 NW Cookingham Drive Kansas City, MO 64155	816-437-3529 Michael Scarpitta	MoDOT 105 West Capitol Jefferson City, MO 65102	\$ 7,541,439.87	3/22/2021	75%
Swope Park Industrial Area - 75th St Realignment - Phase 1 Pre-Load Embankment & Water Main Replacement	City Of Kansas City, Missouri 414 East 12th Kansas City, MO 64106	Kathryn Staintachar 795-393-3146	Hanson Professional Services 1001 East 101st Terr., Suite 120 Kansas City, MO 64131	\$ 1,385,929.45	3/29/2021	90%
Flood Repairs (Fort Leavenworth) Repair Damage at Levees	U.S. Army Corps of Engineers 750 W. Leavenworth Road Ft. Leavenworth, KS 66027	Carol Hodges 816-388-3732	U.S. Army Corps of Engineers 601 East 12th Street Kansas City, MO 64106	\$ 17,351,110.00	1/21/2021	87%
KCI Terminal Modernization Project (Subcontract) Retaining Wall	Clark/Weber/Clarkson 533 Mexico City Avenue Kansas City, MO 64153	Mark Goodwin 240-867-1392	Stidmore, Owings & Merrill LLP 14 Wall Street New York, NY 10005	\$ 1,700,000.00	12/14/2020	99%
Atterton WWTP Phase 3 Biosolids Improvements	Little Blue Valley Sewer District 21208 E. Old Atherton Road Independence, MO 64053	Lisa O'Dell 786-7660	HDR 10450 Holmes Rd., Suite 600 Kansas City, MO 64131	\$ 8,322,500.00	5/7/2020	99%

AFFIDAVIT

Comes now Robert C. Radmacher, of the
Printed Name of Affiant

Radmacher Brothers Excavating Co., Inc.

Name of Bidding Entity

and upon his/her oath states that in connection with the bid for

South Miller Road Bridge Reconstruction

Name of Project Being Bid Upon

that he/she has neither promised or paid any money in connection with the securing of this contract, and that no proceeds from the construction of the said project have been promised or will be paid to any individual or corporation. This affidavit is not construed to include payments for actual labor or materials furnished.

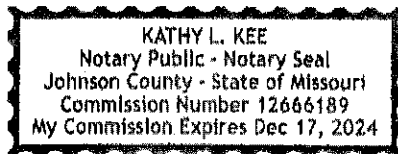
Further, Affiant saith not.

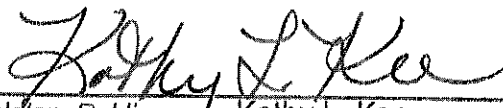


Signature of Affiant

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

this 30th day of August, 2022.




Notary Public Kathy L. Kee

My commission expires December 17, 2024

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
COUNTY OF Johnson) ss

On the 30th day of August, 2022, before me appeared Robert C. Radmacher

(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 Radmacher Brothers Excavating Co., 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.

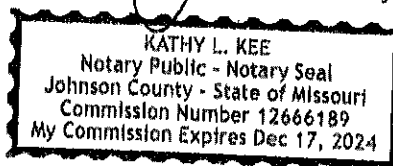
• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and under duress.

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

30th day of August, 2022.

My Commission Expires December 17, 2024

Kathy L. Kee
Affiant
Kathy L. Kee
Notary Public Kathy L. Kee





Company ID Number: 180228

THE E-VERIFY PROGRAM FOR EMPLOYMENT VERIFICATION MEMORANDUM OF UNDERSTANDING

ARTICLE I

PURPOSE AND AUTHORITY

This Memorandum of Understanding (MOU) sets forth the points of agreement between the Department of Homeland Security (DHS) and **Radmacher Brothers Excavating Co., Inc.** (Employer) regarding the Employer's participation in the Employment Eligibility Verification Program (E-Verify). This MOU explains certain features of the E-Verify program and enumerates specific responsibilities of DHS, the Social Security Administration (SSA), and the Employer. E-Verify is a program that electronically confirms an employee's eligibility to work in the United States after completion of the Employment Eligibility Verification Form (Form I-9). For covered government contractors, E-Verify is used to verify the employment eligibility of all newly hired employees and all existing employees assigned to Federal contracts.

Authority for the E-Verify program is found in Title IV, Subtitle A, of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996 (IIRIRA), Pub. L. 104-208, 110 Stat. 3009, as amended (8 U.S.C. § 1324a note). Authority for use of the E-Verify program by Federal contractors and subcontractors covered by the terms of Subpart 22.18, "Employment Eligibility Verification", of the Federal Acquisition Regulation (FAR) (hereinafter referred to in this MOU as a "Federal contractor") to verify the employment eligibility of certain employees working on Federal contracts is also found in Subpart 22.18 and in Executive Order 12989, as amended.

ARTICLE II

FUNCTIONS TO BE PERFORMED

A. RESPONSIBILITIES OF SSA

1. SSA agrees to provide the Employer with available information that allows the Employer to confirm the accuracy of Social Security Numbers provided by all employees verified under this MOU and the employment authorization of U.S. citizens.
2. SSA agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. SSA agrees to provide the Employer with names, titles, addresses, and telephone numbers of SSA representatives to be contacted during the E-Verify process.
3. SSA agrees to safeguard the information provided by the Employer through the E-Verify program procedures, and to limit access to such information, as is appropriate by law, to individuals responsible for the verification of Social Security Numbers and for evaluation of the E-Verify program or such other persons or entities who may be authorized by SSA as governed by the Privacy Act (5 U.S.C. § 552a), the Social Security Act (42 U.S.C. 1306(a)), and SSA regulations (20 CFR Part 401).

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4. SSA agrees to provide a means of automated verification that is designed (in conjunction with DHS's automated system if necessary) to provide confirmation or tentative nonconfirmation of U.S. citizens' employment eligibility within 3 Federal Government work days of the initial inquiry.

5. SSA agrees to provide a means of secondary verification (including updating SSA records as may be necessary) for employees who contest SSA tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of U.S. citizens' employment eligibility and accuracy of SSA records for both citizens and aliens within 10 Federal Government work days of the date of referral to SSA, unless SSA determines that more than 10 days may be necessary. In such cases, SSA will provide additional verification instructions.

B. RESPONSIBILITIES OF DHS

1. After SSA verifies the accuracy of SSA records for aliens through E-Verify, DHS agrees to provide the Employer access to selected data from DHS's database to enable the Employer to conduct, to the extent authorized by this MOU:

- Automated verification checks on alien employees by electronic means, and
- Photo verification checks (when available) on employees.

2. DHS agrees to provide to the Employer appropriate assistance with operational problems that may arise during the Employer's participation in the E-Verify program. DHS agrees to provide the Employer names, titles, addresses, and telephone numbers of DHS representatives to be contacted during the E-Verify process.

3. DHS agrees to provide to the Employer a manual (the E-Verify User Manual) containing instructions on E-Verify policies, procedures and requirements for both SSA and DHS, including restrictions on the use of E-Verify. DHS agrees to provide training materials on E-Verify.

4. DHS agrees to provide to the Employer a notice, which indicates the Employer's participation in the E-Verify program. DHS also agrees to provide to the Employer anti-discrimination notices issued by the Office of Special Counsel for Immigration-Related Unfair Employment Practices (OSC), Civil Rights Division, U.S. Department of Justice.

5. DHS agrees to issue the Employer a user identification number and password that permits the Employer to verify information provided by alien employees with DHS's database.

6. DHS agrees to safeguard the information provided to DHS by the Employer, and to limit access to such information to individuals responsible for the verification of alien employment eligibility and for evaluation of the E-Verify program, or to such other persons or entities as may be authorized by applicable law. Information will be used only to verify the accuracy of Social Security Numbers and employment eligibility, to enforce the Immigration and Nationality Act (INA) and Federal criminal laws, and to administer Federal contracting requirements.

7. DHS agrees to provide a means of automated verification that is designed (in conjunction with SSA verification procedures) to provide confirmation or tentative



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nonconfirmation of employees' employment eligibility within 3 Federal Government work days of the initial inquiry.

8. DHS agrees to provide a means of secondary verification (including updating DHS records as may be necessary) for employees who contest DHS tentative nonconfirmations and photo non-match tentative nonconfirmations that is designed to provide final confirmation or nonconfirmation of the employees' employment eligibility within 10 Federal Government work days of the date of referral to DHS, unless DHS determines that more than 10 days may be necessary. In such cases, DHS will provide additional verification instructions.

C. RESPONSIBILITIES OF THE EMPLOYER

1. The Employer agrees to display the notices supplied by DHS in a prominent place that is clearly visible to prospective employees and all employees who are to be verified through the system.
2. The Employer agrees to provide to the SSA and DHS the names, titles, addresses, and telephone numbers of the Employer representatives to be contacted regarding E-Verify.
3. The Employer agrees to become familiar with and comply with the most recent version of the E-Verify User Manual.
4. The Employer agrees that any Employer Representative who will perform employment verification queries will complete the E-Verify Tutorial before that individual initiates any queries.
 - A. The Employer agrees that all Employer representatives will take the refresher tutorials initiated by the E-Verify program as a condition of continued use of E-Verify, including any tutorials for Federal contractors if the Employer is a Federal contractor.
 - B. Failure to complete a refresher tutorial will prevent the Employer from continued use of the program.
5. The Employer agrees to comply with current Form I-9 procedures, with two exceptions:
 - If an employee presents a "List B" identity document, the Employer agrees to only accept "List B" documents that contain a photo. (List B documents identified in 8 C.F.R. § 274a.2(b)(1)(B)) can be presented during the Form I-9 process to establish identity.) If an employee objects to the photo requirement for religious reasons, the Employer should contact E-Verify at 888-464-4218.
 - If an employee presents a DHS Form I-551 (Permanent Resident Card) or Form I-766 (Employment Authorization Document) to complete the Form I-9, the Employer agrees to make a photocopy of the document and to retain the photocopy with the employee's Form I-9. The employer will use the photocopy to verify the photo and to assist DHS with its review of photo non-matches that are contested by employees. Note that employees retain the right to present any List A, or List B and List C, documentation to complete the Form I-9. DHS may in the future designate other documents that activate the photo screening tool.

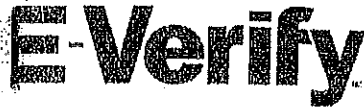
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6. The Employer understands that participation in E-Verify does not exempt the Employer from the responsibility to complete, retain, and make available for inspection Forms I-9 that relate to its employees, or from other requirements of applicable regulations or laws, including the obligation to comply with the antidiscrimination requirements of section 274B of the INA with respect to Form I-9 procedures, except for the following modified requirements applicable by reason of the Employer's participation in E-Verify: (1) identity documents must have photos, as described in paragraph 5 above; (2) a rebuttable presumption is established that the Employer has not violated section 274A(a)(1)(A) of the Immigration and Nationality Act (INA) with respect to the hiring of any individual if it obtains confirmation of the identity and employment eligibility of the individual in compliance with the terms and conditions of E-Verify; (3) the Employer must notify DHS if it continues to employ any employee after receiving a final nonconfirmation, and is subject to a civil money penalty between \$550 and \$1,100 for each failure to notify DHS of continued employment following a final nonconfirmation; (4) the Employer is subject to a rebuttable presumption that it has knowingly employed an unauthorized alien in violation of section 274A(a)(1)(A) if the Employer continues to employ an employee after receiving a final nonconfirmation; and (5) no person or entity participating in E-Verify is civilly or criminally liable under any law for any action taken in good faith based on information provided through the confirmation system. DHS reserves the right to conduct Form I-9 compliance inspections during the course of E-Verify, as well as to conduct any other enforcement activity authorized by law.

7. The Employer agrees to initiate E-Verify verification procedures for new employees within 3 Employer business days after each employee has been hired (but after both sections 1 and 2 of the Form I-9 have been completed), and to complete as many (but only as many) steps of the E-Verify process as are necessary according to the E-Verify User Manual. The Employer is prohibited from initiating verification procedures before the employee has been hired and the Form I-9 completed. If the automated system to be queried is temporarily unavailable, the 3-day time period is extended until it is again operational in order to accommodate the Employer's attempting, in good faith, to make inquiries during the period of unavailability. In all cases, the Employer must use the SSA verification procedures first, and use DHS verification procedures and photo screening tool only after the SSA verification response has been given. Employers may initiate verification by notating the Form I-9 in circumstances where the employee has applied for a Social Security Number (SSN) from the SSA and is waiting to receive the SSN, provided that the Employer performs an E-Verify employment verification query using the employee's SSN as soon as the SSN becomes available.

8. The Employer agrees not to use E-Verify procedures for pre-employment screening of job applicants, in support of any unlawful employment practice, or for any other use not authorized by this MOU. Employers must use E-Verify for all new employees, unless an Employer is a Federal contractor that qualifies for the exceptions described in Article II.D.1.c. Except as provided in Article II.D, the Employer will not verify selectively and will not verify employees hired before the effective date of this MOU. The Employer understands that if the Employer uses E-Verify procedures for any purpose other than as authorized by this MOU, the Employer may be subject to appropriate legal action and termination of its access to SSA and DHS information pursuant to this MOU.

9. The Employer agrees to follow appropriate procedures (see Article III. below) regarding tentative nonconfirmations, including notifying employees of the finding, providing written referral instructions to employees, allowing employees to contest the finding, and not taking



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adverse action against employees if they choose to contest the finding. Further, when employees contest a tentative nonconfirmation based upon a photo non-match, the Employer is required to take affirmative steps (see Article III.B. below) to contact DHS with information necessary to resolve the challenge.

10. The Employer agrees not to take any adverse action against an employee based upon the employee's perceived employment eligibility status while SSA or DHS is processing the verification request unless the Employer obtains knowledge (as defined in 8 C.F.R. § 274a.1(l)) that the employee is not work authorized. The Employer understands that an initial inability of the SSA or DHS automated verification system to verify work authorization, a tentative nonconfirmation, a case in continuance (indicating the need for additional time for the government to resolve a case), or the finding of a photo non-match, does not establish, and should not be interpreted as evidence, that the employee is not work authorized. In any of the cases listed above, the employee must be provided a full and fair opportunity to contest the finding, and if he or she does so, the employee may not be terminated or suffer any adverse employment consequences based upon the employee's perceived employment eligibility status (including denying, reducing, or extending work hours, delaying or preventing training, requiring an employee to work in poorer conditions, refusing to assign the employee to a Federal contract or other assignment, or otherwise subjecting an employee to any assumption that he or she is unauthorized to work) until and unless secondary verification by SSA or DHS has been completed and a final nonconfirmation has been issued. If the employee does not choose to contest a tentative nonconfirmation or a photo non-match or if a secondary verification is completed and a final nonconfirmation is issued, then the Employer can find the employee is not work authorized and terminate the employee's employment. Employers or employees with questions about a final nonconfirmation may call E-Verify at 1-888-464-4218 or OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

11. The Employer agrees to comply with Title VII of the Civil Rights Act of 1964 and section 274B of the INA by not discriminating unlawfully against any individual in hiring, firing, or recruitment or referral practices because of his or her national origin or, in the case of a protected individual as defined in section 274B(a)(3) of the INA, because of his or her citizenship status. The Employer understands that such illegal practices can include selective verification or use of E-Verify except as provided in part D below, or discharging or refusing to hire employees because they appear or sound "foreign" or have received tentative nonconfirmations. The Employer further understands that any violation of the unfair immigration-related employment practices provisions in section 274B of the INA could subject the Employer to civil penalties, back pay awards, and other sanctions, and violations of Title VII could subject the Employer to back pay awards, compensatory and punitive damages. Violations of either section 274B of the INA or Title VII may also lead to the termination of its participation in E-Verify. If the Employer has any questions relating to the anti-discrimination provision, it should contact OSC at 1-800-255-8155 or 1-800-237-2515 (TDD).

12. The Employer agrees to record the case verification number on the employee's Form I-9 or to print the screen containing the case verification number and attach it to the employee's Form I-9.

13. The Employer agrees that it will use the information it receives from SSA or DHS pursuant to E-Verify and this MOU only to confirm the employment eligibility of employees as



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authorized by this MOU. The Employer agrees that it will safeguard this information, and means of access to it (such as PINS and passwords) to ensure that it is not used for any other purpose and as necessary to protect its confidentiality, including ensuring that it is not disseminated to any person other than employees of the Employer who are authorized to perform the Employer's responsibilities under this MOU, except for such dissemination as may be authorized in advance by SSA or DHS for legitimate purposes.

14. The Employer acknowledges that the information which it receives from SSA is governed by the Privacy Act (5 U.S.C. § 552a(l)(1) and (3)) and the Social Security Act (42 U.S.C. 1306(a)), and that any person who obtains this information under false pretenses or uses it for any purpose other than as provided for in this MOU may be subject to criminal penalties.

15. The Employer agrees to cooperate with DHS and SSA in their compliance monitoring and evaluation of E-Verify, including by permitting DHS and SSA, upon reasonable notice, to review Forms I-9 and other employment records and to interview it and its employees regarding the Employer's use of E-Verify, and to respond in a timely and accurate manner to DHS requests for information relating to their participation in E-Verify.

D. RESPONSIBILITIES OF FEDERAL CONTRACTORS

1. The Employer understands that if it is a Federal contractor subject to the employment verification terms in Subpart 22.18 of the FAR it must verify the employment eligibility of any "employee assigned to the contract" (as defined in FAR 22.1801) in addition to verifying the employment eligibility of all other employees required to be verified under the FAR. Once an employee has been verified through E-Verify by the Employer, the Employer may not reverify the employee through E-Verify.

a. Federal contractors not enrolled at the time of contract award: An Employer that is not enrolled in E-Verify as a Federal contractor at the time of a contract award must enroll as a Federal contractor in the E-Verify program within 30 calendar days of contract award and, within 90 days of enrollment, begin to use E-Verify to initiate verification of employment eligibility of new hires of the Employer who are working in the United States, whether or not assigned to the contract. Once the Employer begins verifying new hires, such verification of new hires must be initiated within 3 business days after the date of hire. Once enrolled in E-Verify as a Federal contractor, the Employer must initiate verification of employees assigned to the contract within 90 calendar days after the date of enrollment or within 30 days of an employee's assignment to the contract, whichever date is later.

b. Federal contractors already enrolled at the time of a contract award: Employers enrolled in E-Verify as a Federal contractor for 90 days or more at the time of a contract award must use E-Verify to initiate verification of employment eligibility for new hires of the Employer who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire. If the Employer is enrolled in E-Verify as a Federal contractor for 90 calendar days or less at the time of contract award, the Employer must, within 90 days of enrollment, begin to use E-Verify to initiate verification of new hires of the contractor who are working in the United States, whether or not assigned to the contract. Such verification of new hires must be initiated within 3 business days after the date of hire. An Employer enrolled as a Federal contractor in E-Verify must initiate verification of each employee assigned to the



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contract within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever is later.

c. Institutions of higher education, State, local and tribal governments and sureties: Federal contractors that are institutions of higher education (as defined at 20 U.S.C. 1001(a)), State or local governments, governments of Federally recognized Indian tribes, or sureties performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond may choose to only verify new and existing employees assigned to the Federal contract. Such Federal contractors may, however, elect to verify all new hires, and/or all existing employees hired after November 6, 1986. The provisions of Article II.D, paragraphs 1.a and 1.b of this MOU providing timeframes for initiating employment verification of employees assigned to a contract apply to such institutions of higher education, State, local and tribal governments, and sureties.

d. Verification of all employees: Upon enrollment, Employers who are Federal contractors may elect to verify employment eligibility of all existing employees working in the United States who were hired after November 6, 1986, instead of verifying only those employees assigned to a covered Federal contract. After enrollment, Employers must elect to do so only in the manner designated by DHS and initiate E-Verify verification of all existing employees within 180 days after the election.

e. Form I-9 procedures for Federal contractors: The Employer may use a previously completed Form I-9 as the basis for initiating E-Verify verification of an employee assigned to a contract as long as that Form I-9 is complete (including the SSN), complies with Article II.C.5, the employee's work authorization has not expired, and the Employer has reviewed the information reflected in the Form I-9 either in person or in communications with the employee to ensure that the employee's stated basis in section 1 of the Form I-9 for work authorization has not changed (including, but not limited to, a lawful permanent resident alien having become a naturalized U.S. citizen). If the Employer is unable to determine that the Form I-9 complies with Article II.C.5, if the employee's basis for work authorization as attested in section 1 has expired or changed, or if the Form I-9 contains no SSN or is otherwise incomplete, the Employer shall complete a new I-9 consistent with Article II.C.5, or update the previous I-9 to provide the necessary information. If section 1 of the Form I-9 is otherwise valid and up-to-date and the form otherwise complies with Article II.C.5, but reflects documentation (such as a U.S. passport or Form I-551) that expired subsequent to completion of the Form I-9, the Employer shall not require the production of additional documentation, or use the photo screening tool described in Article II.C.5, subject to any additional or superseding instructions that may be provided on this subject in the E-Verify User Manual. Nothing in this section shall be construed to require a second verification using E-Verify of any assigned employee who has previously been verified as a newly hired employee under this MOU, or to authorize verification of any existing employee by any Employer that is not a Federal contractor.

2. The Employer understands that if it is a Federal contractor, its compliance with this MOU is a performance requirement under the terms of the Federal contract or subcontract, and the Employer consents to the release of information relating to compliance with its verification responsibilities under this MOU to contracting officers or other officials authorized to review the Employer's compliance with Federal contracting requirements.



Company ID Number: 180228

ARTICLE III

REFERRAL OF INDIVIDUALS TO SSA AND DHS

A. REFERRAL TO SSA

1. If the Employer receives a tentative nonconfirmation issued by SSA, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. The Employer will refer employees to SSA field offices only as directed by the automated system based on a tentative nonconfirmation, and only after the Employer records the case verification number, reviews the input to detect any transaction errors, and determines that the employee contests the tentative nonconfirmation. The Employer will transmit the Social Security Number to SSA for verification again if this review indicates a need to do so. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible after the Employer receives it.

3. If the employee contests an SSA tentative nonconfirmation, the Employer will provide the employee with a system-generated referral letter and instruct the employee to visit an SSA office within 8 Federal Government work days. SSA will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

4. The Employer agrees not to ask the employee to obtain a printout from the Social Security Number database (the Numident) or other written verification of the Social Security Number from the SSA.

B. REFERRAL TO DHS

1. If the Employer receives a tentative nonconfirmation issued by DHS, the Employer must print the tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the tentative nonconfirmation.

2. If the Employer finds a photo non-match for an employee who provides a document for which the automated system has transmitted a photo, the employer must print the photo non-match tentative nonconfirmation notice as directed by the automated system and provide it to the employee so that the employee may determine whether he or she will contest the finding.

3. The Employer agrees to refer individuals to DHS only when the employee chooses to contest a tentative nonconfirmation received from DHS automated verification process or when the Employer issues a tentative nonconfirmation based upon a photo non-match. The Employer will determine whether the employee contests the tentative nonconfirmation as soon as possible

Company ID Number: 180228

after the Employer receives it.

4. If the employee contests a tentative nonconfirmation issued by DHS, the Employer will provide the employee with a referral letter and instruct the employee to contact DHS through its toll-free hotline (as found on the referral letter) within 8 Federal Government work days.

5. If the employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will provide the employee with a referral letter to DHS. DHS will electronically transmit the result of the referral to the Employer within 10 Federal Government work days of the referral unless it determines that more than 10 days is necessary. The Employer agrees to check the E-Verify system regularly for case updates.

6. The Employer agrees that if an employee contests a tentative nonconfirmation based upon a photo non-match, the Employer will send a copy of the employee's Form I-551 or Form I-766 to DHS for review by:

- Scanning and uploading the document, or
- Sending a photocopy of the document by an express mail account (furnished and paid for by DHS).

7. The Employer understands that if it cannot determine whether there is a photo match/non-match, the Employer is required to forward the employee's documentation to DHS by scanning and uploading, or by sending the document as described in the preceding paragraph, and resolving the case as specified by the Immigration Services Verifier at DHS who will determine the photo match or non-match.

ARTICLE IV

SERVICE PROVISIONS

SSA and DHS will not charge the Employer for verification services performed under this MOU. The Employer is responsible for providing equipment needed to make inquiries. To access the E-Verify System, an Employer will need a personal computer with Internet access.

ARTICLE V

PARTIES

A. This MOU is effective upon the signature of all parties, and shall continue in effect for as long as the SSA and DHS conduct the E-Verify program unless modified in writing by the mutual consent of all parties, or terminated by any party upon 30 days prior written notice to the others. Any and all system enhancements to the E-Verify program by DHS or SSA, including but not limited to the E-Verify checking against additional data sources and instituting new verification procedures, will be covered under this MOU and will not cause the need for a supplemental MOU that outlines these changes. DHS agrees to train employers on all changes made to E-Verify through the use of mandatory refresher tutorials and updates to the E-Verify User Manual. Even without changes to E-Verify, DHS reserves the right to require employers to take



Company ID Number: 180228

mandatory refresher tutorials. An Employer that is a Federal contractor may terminate this MOU when the Federal contract that requires its participation in E-Verify is terminated or completed. In such a circumstance, the Federal contractor must provide written notice to DHS. If an Employer that is a Federal contractor fails to provide such notice, that Employer will remain a participant in the E-Verify program, will remain bound by the terms of this MOU that apply to non-Federal contractor participants, and will be required to use the E-Verify procedures to verify the employment eligibility of all newly hired employees.

B. Notwithstanding Article V, part A of this MOU, DHS may terminate this MOU if deemed necessary because of the requirements of law or policy, or upon a determination by SSA or DHS that there has been a breach of system integrity or security by the Employer, or a failure on the part of the Employer to comply with established procedures or legal requirements. The Employer understands that if it is a Federal contractor, termination of this MOU by any party for any reason may negatively affect its performance of its contractual responsibilities.

C. Some or all SSA and DHS responsibilities under this MOU may be performed by contractor(s), and SSA and DHS may adjust verification responsibilities between each other as they may determine necessary. By separate agreement with DHS, SSA has agreed to perform its responsibilities as described in this MOU.

D. Nothing in this MOU is intended, or should be construed, to create any right or benefit, substantive or procedural, enforceable at law by any third party against the United States, its agencies, officers, or employees, or against the Employer, its agents, officers, or employees.

E. Each party shall be solely responsible for defending any claim or action against it arising out of or related to E-Verify or this MOU, whether civil or criminal, and for any liability wherefrom, including (but not limited to) any dispute between the Employer and any other person or entity regarding the applicability of Section 403(d) of IIIRIRA to any action taken or allegedly taken by the Employer.

F. The Employer understands that the fact of its participation in E-Verify is not confidential information and may be disclosed as authorized or required by law and DHS or SSA policy, including but not limited to, Congressional oversight, E-Verify publicity and media inquiries, determinations of compliance with Federal contractual requirements, and responses to inquiries under the Freedom of Information Act (FOIA).

G. The foregoing constitutes the full agreement on this subject between DHS and the Employer.

H. The Individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.



Company ID Number: 180228

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify at 888-464-4218.

Employer Radmacher Brothers Excavating Co., Inc.

Kathy Kee

Name (Please Type or Print)

Administrative Assistant

Title

Electronically Signed

Signature

01/14/2009

Date

Department of Homeland Security – Verification Division

USCIS Verification Division

Name (Please Type or Print)

Title

Electronically Signed

Signature

01/14/2009

Date



Company ID Number: 180228

Information Required for the E-Verify Program

Information relating to your Company:

Company Name: Radmacher Brothers Excavating Co., Inc.

Company Facility Address: 2201 North 7 Highway

Suite B

Pleasant Hill, MO 64080

Company Alternate
Address:

County or Parish: CASS

Employer Identification
Number: 431659884

North American Industry
Classification Systems
Code: 237

Parent Company: Radmacher Brothers Excavating

Number of Employees: 20 to 99

Number of Sites Verified

for: 1

Are you verifying for more than 1 site? If yes, please provide the number of sites verified for in each State:

- MISSOURI 1 site(s)



Company ID Number: 180228

Information relating to the Program Administrator(s) for your Company on policy questions or operational problems:

Name:	Kathy L. Kee	Fax Number:	(816) 540 - 4444
Telephone Number:	(816) 540 - 3614		
E-mail Address:	kkee@radbroex.com		

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.

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 Purchasing Manager shall cause a search to be made of the County tax rolls to determine the eligibility of that person, firm, or corporation under this section.

When the lowest responsible bidder is ineligible under this section, the Purchasing Manager may 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, the Purchasing Manager shall proceed as though the lowest responsible bidder who is eligible under this section had entered the lowest bid.

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:

Radmacher Brothers Excavating Co., Inc.

2201 North 7 Highway B

Pleasant Hill, MO 64080

2022 Certificate: 20220111VC426

Issued: 2022-01-11

Expires: 2022-12-31

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 employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer
Jackson County Missouri

816-881-3302

compliance@jacksonsongov.org

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor's attention is directed to Chapter 296, Section 296.010 to Section 296.070, inclusive, RSMo of "Discriminatory Employment Practices," including the latest amendments thereto, and to the Jackson County Ordinances, adopted by Ordinance Nos. 11, 479, and 1068, which provide in part, as follows:

"All contracts for labor services, supplies, and construction wherein Jackson County is a party, whether negotiated or formally advertised, shall contain a nondiscrimination in employment clause which shall provide that the contractor in the performance of the contract will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age or national origin. Actions of the contractor 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 comply in all respects with all statutory provisions and the County Ordinances.

LIST OF INTENDED SUBCONTRACTORS

Bidder Name: Radmacher Brothers Excavation Company, Inc.

Will subcontractors be used to complete the work? X Yes No

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

Subcontractor No. 1

Name: Welch Silt Fence & Erosion Control, LLC

Address: PO Box 526

City & Zip Code: Peculiar, MO 64078

Telephone No: 816-561-7358 **Fax No:**

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

Seeding and Erosion Control

Dollar Amount	\$ 6,774.00
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Subcontractor No. 2

Name: Streetwise, Inc.

Address: 13501 Arrington Road

City & Zip Code: Grandview, MO 64030

Telephone No: 816-331-2355 **Fax No:**

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

Temporary Traffic Control and Pavement Marking

Dollar Amount	\$ 9,816.00
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LIST OF INTENDED SUBCONTRACTORS (cont.)

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	\$
------------------	----

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	\$
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CERTIFICATE OF COMPLIANCE

OFFICE OF COUNTY AUDITOR
COMPLIANCE REVIEW OFFICE
415 East 12th Street, 2nd Floor
Kansas City, Missouri 64106
(816) 881-3302

CERTIFICATE OF COMPLIANCE NOTICE:

Effective September 21, 2020 all vendors doing business with Jackson County are required to obtain a Certificate of Compliance issued by Jackson County Compliance Review Office.

Certificates of Compliance will be required to be submitted with any bid response on September 21, 2020 or after. 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@jacksongovorg

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:

Radmacher Brothers Excavating Co., Inc.

2201 North 7 Highway B

Pleasant Hill, MO 64080

2022 Certificate: 20220111VC426

Issued: 2022-01-11

Expires: 2022-12-31

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 employment opportunity by contractors doing business with Jackson County.

Chief Compliance Review Officer
Jackson County Missouri

816-881-3302

compliance@jacksonsongov.org

OSHA TEN HOUR TRAINING

Missouri Law, Section 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 (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

The undersigned Bidder hereby certifies and acknowledges receipt of OSHA 10 Card(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

Radmacher Brothers Excavating Co., Inc.

Company Name

8-30-2022

Date

STATE WAGE RATES

WAGE RATES

General Conditions

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 Jackson County Missouri Chapter 19 Prevailing Wage Compliance Program, including the latest amendments there to. Pursuant to Section 1905.2a, the provisions of the prevailing wage law do not apply to the construction of public works for which the engineer's estimate or the awarded contract cost is \$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 do not apply to any contract that is excluded from the applicability of the Jackson County Missouri Chapter 19 Prevailing Wage Program.

B. **Penalty:** The Contractor shall forfeit as a penalty to the County, One Hundred Dollars (\$100) 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. **Withholding Payment:** 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.

D. **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.

E. **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.

F. **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.

G. **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.

H. 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.

I. 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.

J. 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.

K. 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.

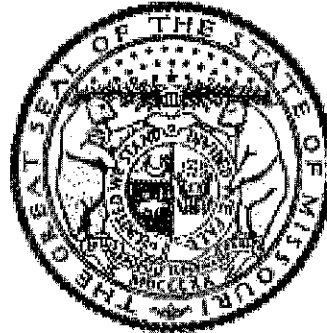
A one-to-one ratio of apprentices to journey workers must be followed. Any apprentice working out of ratio or without a journey worker present must be paid journey worker's level wages.

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.

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



MICHAEL L. PARSON, Governor

Annual Wage Order No. 29

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 10, 2022

Last Date Objections May Be Filed: April 11, 2022

Prepared by Missouri Department of Labor and Industrial Relations

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

Building Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$67.05
Bolermaker	\$37.33*
Bricklayer	\$59.20
Carpenter	\$60.21
Lather	
Linoleum Layer	
Milkwright	
Pile Driver	
Cement Mason	\$54.35
Plasterer	
Communications Technician	\$58.66
Electrician (Inside Wireman)	\$68.21
Electrician Outside Lineman	\$64.01
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$37.33*
Glazier	\$56.84
Ironworker	\$68.35
Laborer	\$49.04
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.39
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$60.71
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$50.15
Plumber	\$74.12
Pipe Fitter	
Roofer	\$67.93
Sheet Metal Worker	\$71.70
Sprinkler Fitter	\$81.32
Truck Driver	\$47.50
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 Section 290.210 RSMo.

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

Heavy Construction Rates for
JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$80.95
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$84.43
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.28
General Laborer	
Skilled Laborer	
Operating Engineer	\$58.78
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$50.64
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. 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 Section 290.210 RSMo.

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.



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
PREVAILING WAGE
PROJECT NOTIFICATION -
CONTRACTOR INFORMATION

☐ New ☐ Update

The information below is requested pursuant to Sections 290.210 through 290.340, RSMo.

1. Date of Notification		2. Annual Wage Order Number Included in Bid Specifications	
3. Popular or Descriptive Name of Project			
4. Estimated Project Cost of Completion (total construction contracts to be awarded) \$			
5. Exact Location of Project County City			
6. Official Name of Public Body or Agency			
7. Name of Contact Person		8. Phone Number (include area code)	
9. Address			
10. Email Address		Website	
11. Contract Award Date	12. Estimated Date of Project Completion	13. Will There Be Any Federal Funds Used in this Contract? <input type="checkbox"/> Yes <input type="checkbox"/> No	

14. Contractor Information Notification

General Contractor: Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

List all Subcontractors: 1. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

2. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

3. Name _____
Address _____
City _____ State _____ ZIP _____
Phone Number _____ Email Address _____
Type of Craftsmen Needed by Project _____
Scope of Work _____

(Subcontractors continued)

4. Name			
Address			
City	State	ZIP	
Phone Number	Email Address		
Type of Craftsmen Needed by Project			
Scope of Work			
5. Name			
Address			
City	State	ZIP	
Phone Number	Email Address		
Type of Craftsmen Needed by Project			
Scope of Work			
6. Name			
Address			
City	State	ZIP	
Phone Number	Email Address		
Type of Craftsmen Needed by Project			
Scope of Work			
7. Name			
Address			
City	State	ZIP	
Phone Number	Email Address		
Type of Craftsmen Needed by Project			
Scope of Work			
8. Name			
Address			
City	State	ZIP	
Phone Number	Email Address		
Type of Craftsmen Needed by Project			
Scope of Work			
9. Name			
Address			
City	State	ZIP	
Phone Number	Email Address		
Type of Craftsmen Needed by Project			
Scope of Work			

The state of Missouri requires workers on public works projects be paid the prevailing wage. Public bodies have duties as required under Section 290.210 - 290.340, RSMo.

Mail, Fax, or Email completed form to: **DIVISION OF LABOR STANDARDS**
Attn: Prevailing Wage Section
P.O. Box 449, Jefferson City, MO 65102-0449
Phone: 573-751-3403 Fax: 573-751-3721
Email: prevailingwage@labor.mo.gov
Website: www.labor.mo.gov/DLS

SUBMIT

*Missouri Department of Labor and Industrial Relations is an equal opportunity employer/program.
TDD/TTY: 800-735-2966 Relay Missouri: 711*



The matters stated herein are true to the best of my information, knowledge, and belief. I acknowledge that the falsification of any information set out above may subject me to criminal prosecution pursuant to §§290.340, 570.090, 575.040, 575.050, or 575.060, RSMo.

Receipt by Authorized Public Representative

FHWA-1273 – Revised May 1, 2012

REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONSTRUCTION CONTRACTS

- I. General
- II. Nondiscrimination
- III. Nonsegregated Facilities
- IV. Davis-Bacon and Related Act Provisions
- IV. Contract Work Hours and Safety Standards Act Provisions
- V. Subletting or Assigning the Contract
- VI. Safety: Accident Prevention
- VII. False Statements Concerning Highway Projects
- IX. Implementation of Clean Air Act and Federal Water Pollution Control Act
- X. Compliance with Governmentwide Suspension and Debarment Requirements
- XI. Certification Regarding Use of Contract Funds for Lobbying

subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

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

ATTACHMENTS

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

I. GENERAL

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

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

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all

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

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

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

II. NONDISCRIMINATION

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

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

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

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

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

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28

CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

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

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

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

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

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the

contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

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

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

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

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

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

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

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral

sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

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

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

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

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

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

contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

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

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

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

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

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

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for

membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

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

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

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

8. Reasonable Accommodation for Applicants / Employees with Disabilities:

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

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment:

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

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

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

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

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

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

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

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

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

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

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

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

III. NONSEGREGATED FACILITIES

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

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes

waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

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

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

1. Minimum wages

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

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

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

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

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

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

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

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

30-day period that additional time is necessary.

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

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

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

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any

subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

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

wage rates prescribed in the applicable programs.

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

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

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

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

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

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

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

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the

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

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

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

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.

In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

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

b. Trainees (programs of the USDOL).

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

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

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

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

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

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

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

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

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

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

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

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes

within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

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

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

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

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

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

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

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

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

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

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

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

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

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

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

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

establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

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

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

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

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

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. Instructions for Certification – First Tier Participants:

- a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.
- b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.
- c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.
- d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).
- f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
- g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.
- h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To

verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

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

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

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

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

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

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or

local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

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

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

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

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

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

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

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

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

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

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

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

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

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

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

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction

imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

**ATTACHMENT A - EMPLOYMENT AND
MATERIALS PREFERENCE FOR
APPALACHIAN DEVELOPMENT HIGHWAY
SYSTEM OR APPALACHIAN LOCAL
ACCESS ROAD CONTRACTS**

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

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

- a. To the extent that qualified persons regularly residing in the area are not available.
- b. For the reasonable needs of the contractor to employ supervisory or specially experienced personnel necessary to assure an efficient execution of the contract work.
- c. For the obligation of the contractor to offer employment to present or former employees as the result of a lawful collective bargaining contract, provided that the number of nonresident persons employed under this subparagraph (1c) shall not exceed 20 percent of the total number of employees employed by the contractor on the contract work, except as provided in subparagraph (4) below.

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

Employment Service in writing or by telephone. If during the course of the contract work, the information submitted by the contractor in the original job order is substantially modified, the participant shall promptly notify the State Employment Service.

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

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

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

6. The contractor shall include the provisions of Sections 1 through 4 of this Attachment A in every subcontract for work which is, or reasonably may be, done as on-site work.

FEDERAL AID PROVISIONS

December 1980

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

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

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

Goals

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

Goals for Minority Participation for Each Trade

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

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

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

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its Implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a), and its effort to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority, or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

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

July 1986

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

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation which this contract resulted.
 - b. "Director" mean Director, Office of Federal Contract Compliance Programs, United States Department of labor, or any person to who the Director delegates authority;
 - c. "Employer Identification Number" means the Federal Social Security number used on the Employer's quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes;
 - (i) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and pacific islander (all persons having origins in any of the original peoples of the Far East, southeast Asia, the Indian Subcontinent, or the Pacific Islands; and
 - (iv) American Indian or Alaskan Native (all persons having origins in any of the original peoples of North American and maintain identifiable affiliations through membership and participation or community identifications.
2. Whenever the Contractor, or any Subcontractor at any tier, subcontractors a portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
3. If the Contract is participating (pursuant to 41 CFR 60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through the association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with the Plan for those trades which have unions participating in the Plan. Contractors must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each Contractor or Subcontractor participating in an approved Plan is individually required to comply with its obligation under the EEO clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other Contractors or Subcontractors toward a goal in an approved Plan does not excuse any covered Contractor's or Subcontractors' failure to take good faith efforts to achieve the Plan goals and timetables.
4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are

expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with who the Contractor has a collective bargaining agreement, to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours or apprentices and trainees to be counted in meeting the goal, such apprentices and trainees must be employed by the Contractor during the training period, and the Contractor must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and all facilities at which the Contractor's employees are assigned to work. The Contractor shall specifically ensure that all foremen, superintendents, and other on-site supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred not employed by the contractor, this shall be documented in the file with the reason therefore, along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has as collective bargaining agreement has not referred to the contractor a minority person or woman sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant of the contractor's employment needs, especially those programs funded or approved by the Department of Labor. The contractor shall provide notice of these programs to the sources complied under 7b above.

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

8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally, the Contractor may be in violation of the executive order if a specific minority group of women is underutilized).
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any Subcontract with any person or firm debarred from Government contract pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any Contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Direct shall proceed in accordance with 41 CFR 60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out to submit reports relating to the provisions hereof as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status, (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.
15. Nothing herein provided shall be constructed as a limitation upon the application of other laws which establish different standard of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Action of 1977 and the Community Development Block Grant Program).

OPERATING POLICY STATEMENT

The contractor shall accept as his operating policy the following statement, or one of equal coverage, which is designed to further the provision of equal employment opportunity to all persons without regard to their race,

color, religion, sex, or national origin, and to promote the full realization of equal employment opportunity through a positive continuing program.

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

SUPPLEMENTAL REPORTING REQUIREMENTS

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

NONDISCRIMINATION IN EMPLOYMENT

July 1990

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

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

The two pertinent exemption clauses are as follows:

60-1.5 Exemptions

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

FEDERAL WAGE RATES

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

"General Decision Number: MO20220001 06/17/2022

Superseded General Decision Number: MO20210001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	. Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$15.00 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2022.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	. Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$11.25 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2022.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <https://www.dol.gov/agencies/whd/government-contracts>.

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

Modification Number	Publication Date
0	01/07/2022
1	01/21/2022
2	02/04/2022
3	02/18/2022
4	02/25/2022
5	03/04/2022
6	04/01/2022
7	04/08/2022
8	04/22/2022
9	05/06/2022
10	05/27/2022
11	06/03/2022
12	06/10/2022
13	06/17/2022

CARP0002-002 05/01/2021

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 39.72	18.90

CARP0005-006 05/01/2021

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 41.37	18.90
MILLWRIGHTS & PILEDRIVERS...	\$ 41.37	18.90

CARP0011-001 05/01/2021

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES.....	\$ 33.69	18.90
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 32.10	18.90
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS,		

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

CLARK AND SCOTLAND COUNTIES..\$ 33.70	18.90
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON,	
WEBSTER AND WRIGHT COUNTIES..\$ 31.68	18.90
BENTON, MORGAN AND PETTIS...\$ 32.15	18.90
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....\$ 33.54	18.90
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....\$ 32.85	18.90
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....\$ 32.43	18.90
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....\$ 33.53	18.90
FRANKLIN COUNTY.....\$ 37.14	18.90
JEFFERSON AND ST. CHARLES COUNTIES.....\$ 39.72	18.90
LINCOLN COUNTY.....\$ 35.50	18.90
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....\$ 34.36	18.90
WARREN COUNTY.....\$ 35.96	18.90

ELEC0001-002 05/31/2020

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

	Rates	Fringes
Electricians.....\$ 40.61		27.06

ELEC0002-001 01/01/2022

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

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 42.67	22.58
Groundman & Truck Driver....	\$ 32.60	18.90
Lineman & Cable Splicer.....	\$ 49.71	25.15

ELEC0053-004 08/01/2021

	Rates	Fringes
Line Construction: (ANDREW, ATCHINSON, BARRY, BARTON, BUCHANAN, CALDWELL, CEDAR, CHRISTIAN, CLINTON, DADE, DALLAS, DAVIES,, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, JASPER, LACLEDE, LAWRENCE, LIVINGSTON, MCDONALD, MERCER, NEWTON, NODAWAY, OZARK, POLK, ST. CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES)		
Groundman Powderman.....	\$ 33.58	18.34
Groundman.....	\$ 31.33	17.60
Lineman Operator.....	\$ 45.60	22.48
Lineman.....	\$ 50.31	24.11

Line Construction; (BATES, BENTON, CARROLL, CASS, CLAY, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, RAY AND SALINE COUNTIES)		
Groundman Powderman.....	\$ 33.58	18.34
Groundman.....	\$ 31.33	17.60
Lineman Operator.....	\$ 45.60	22.48
Lineman.....	\$ 50.31	24.11

ELEC0095-001 06/01/2020

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

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 27.43	17.44

ELEC0124-007 09/28/2021

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

	Rates	Fringes
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JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

Electricians.....\$ 41.79 23.67

ELEC0257-003 03/01/2021

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

Rates Fringes

Electricians:

Cable Splicers.....\$ 30.42 16.085

Electricians.....\$ 34.60 16.38

ELEC0350-002 12/01/2019

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

Rates Fringes

Electricians.....\$ 32.50 17.65

ELEC0453-001 09/01/2020

Rates Fringes

Electricians:

CHRISITAN, DALLAS,
DOUGLAS, GREENE, HICKORY,
HOWELL, LACLEDE, OREGON,
OZARK, POLK, SHANNON,
WEBSTER and WRIGHT COUNTIES.\$ 28.10 15.81

PULASKI and TEXAS COUNTIES..\$ 32.76 16.27

STONE and TANEY COUNTIES....\$ 23.89 14.99

ELEC0545-003 06/01/2021

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

Rates Fringes

Electricians.....\$ 34.00 18.65

ELEC0702-004 12/30/2019

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

Rates Fringes

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

Line Construction:

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

ENGI0101-001 05/01/2020

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader operator; farm tractor (all attachments); fireman rig; float operator; form grade operator; hoisting engine (one

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drum); maintenance operator; multiple compactor; pavement breaker, self-propelled hydra-hammer (or similar type); paymill operator; power shield; pumps; roller operator (with or without blades); screening and washing plant; self-propelled street broom or sweeper; siphons and jets; straw blower; stump cutting machine; siphons and jets; tank car heater operator (combination boiler and booster); welding machine; vibrating machine operator (not hand held); welding machine.

GROUP 3: (a) Oiler;
(b) Oiler driver
(c) Mechanic.

HOURLY PREMIUMS:

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

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

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

ENGI0101-005 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.42	20.44
GROUP 2.....	\$ 37.38	20.44
GROUP 3.....	\$ 32.91	20.44
GROUP 4.....	\$ 36.26	20.44

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt roller operator, finish; asphalt paver and spreader; asphalt plant operator; auto grader or trimmer or sub-grader; backhoe; blade operator (all types); boilers-2; booster pump on dredge; boring machine (truck or crane mounted); bulldozer operator; clamshell operator; concrete cleaning decontamination machine operator; concrete mixer paver; concrete plant operator; concrete pump operator; crane operator; derrick or derrick trucks; ditching machine; dragline operator; dredge engineman; dredge operator; drillcat with compressor mounted (self-contained) or similar type self propelled rotary drill (not air tract); drilling or boring machine (rotary - self-propelled); finishing machine operator; greaser; heavy equipment robotics operator/mechanic; horizontal directional drill operator; horizontal directional drill

locator; loader-forklift - skid loader (all types);
hoisting engineer (2 active drums); locomotive operator
(standard guage); master environmental maintenance
mechanic; mechanics and welders (field and plants);
mucking machine operator; piledrive operator; pitman crane
or boom truck (all types); push cat; quad-track; scraper
operators (all types); shovel operator; side discharge
spreader; sideboom cats; skimmer scoop operator; slip-form
paver (CMI, REX, Gomaco or equal); la tourneau roter (all
tiller types); tow boat operator; truck crane; ultra high
perssure waterjet cutting tool system operator/mechanic;
vacuum blasting machine operator/mechanic; wood and log
chippers (all types)

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

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

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

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

Shovels & backhoes, 3 yd. capacity or over.

ENGI0101-022 05/01/2019

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 31.72	14.88
GROUP 2.....	\$ 31.37	14.88
GROUP 3.....	\$ 31.17	14.88

GROUP 4.....\$ 29.12 14.88

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader; asphalt plant console operator; autograder; automatic slipform paver; backhoe; blade operator - all types; boat operator - tow; boilers-2; central mix concrete plant operator; clamshell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine - 2 active drums; launch hammer wheel; locomotive operator; - standard guage; mechanic and welders; mucking machine; off-road trucks; piledriver operator; pitman crane operator; push cat operator; quad trac; scoop operator - all types; shovel operator; sideboom cats; skimmer scoop operators; trenching machine operator; truck crane.

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

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

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

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

The following classifications shall receive \$.50 above GROUP

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1 rate:

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

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

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

ENGI0513-004 05/05/2022

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.36	28.93
GROUP 2.....	\$ 38.36	28.93
GROUP 3.....	\$ 37.06	28.93
GROUP 4.....	\$ 36.61	28.93

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

Grader, Road with power blade; Greaser; Highlift; Hoist, Concrete and Brick (Brick cages or concrete skips operating or on tower, Towermobile, or similar equipment); Hoist, Three or more drums in use; Hoist, Stack; Hydro-Hammer; Lad-A-Vator, hoisting brick or concrete; Loading Machine such as Barber-Greene; Mechanic on job site

GROUP 2: Air Tugger with plant air; Boiler (for power or heating shell of building or temporary enclosures in connection with construction work); Boiler, Temporary; Compressor, One over 125 CFM; Compressor, truck mounted; Conveyor, Large (not self-propelled); Conveyor, Large (not self-propelled) moving brick and concrete (distributing on floor level; Curb Finishing Machine; Ditch Paving Machine; Elevator (outside); Endless Chain Hoist; Fireman (as required); Form Grader; Hoist, One Drum regardless of size (except brick or concrete); Lad-A-Vator, other hoisting; Manlift; Mixer, Asphalt, over 8 cu ft capacity; Mixer, one bag capacity or less; Mixer, without side loader, two bag capacity or more; Mixer, with side loader, regardless of size, not Paver; Mud Jack (where mud jack is used in conjunction with an air compressor, operator shall be paid \$.55 per hour in addition to his basic hourly rate for covering both operations); Pug Mill operator; Pump, Sump - self powered, automatic controlled over 2"; Scissor Lift (used for hoisting); Skid Steer Loader; Sweeper, Street; Tractor, small wheel type 50 HP and under with grader blade and similar equipment; Welding Machine, One over 400 amp; Winch, operating from truck

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

GROUP 4: Crane type

HOURLY PREMIUMS:

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

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 33.24	28.75
GROUP 2.....	\$ 32.89	28.75
GROUP 3.....	\$ 32.69	28.75
GROUP 4.....	\$ 29.04	28.75

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Spreader box operator, self-propelled not asphalt;
tractor operator (50 h.p. or less); boilers one; chip
spreader (front man); churn drill operator; compressor over
105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any
combination thereof; clef plane operator; compressor
maintenance operator 2 or 3; concrete saw operator
(self-propelled); curb finishing mancine; distributor

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operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

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

FOOTNOTE: HOURLY PREMIUMS

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

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ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.36	28.93
GROUP 2.....	\$ 38.36	28.93
GROUP 3.....	\$ 37.06	28.93
GROUP 4.....	\$ 36.61	28.93

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

GROUP 2: Air tugger w/air compressor; anchor-placing barge;

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

GROUP 3: Conveyor, large (not self-propelled); conveyor, large (not self-propelled) moving brick and concrete distributing) on floor level; mixer two or more mixers of one bag capacity or less; air tugger w/plant air; boiler, for power or heating on construction projects; boiler, temporary; compressor (mounted on truck; curb finishing machine; ditch paving machine; elevator; endless chain hoist; form grader; hoist, one drum regardless of size; lad-a-vator; manlift; mixer, asphalt, over 8 cu. ft. capacity, without side loader, 2 bag capacity or more; mixer, with side loader, regardless of size; pug mill operator; pump, sump-self-powered, automatic controlled over 2" during use in connection with construction work; sweeper, street; welding machine, one over 400 amp.; winch operating from truck; scissor lift (used for hoisting); tractor, small wheel type 50 h.p. & under with grader blade & similar equipment; Oiler on dredge and on truck crane.

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

HOURLY PREMIUMS:

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00

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Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

IRON0010-012 04/01/2021

	Rates	Fringes
Ironworkers:		
ANDREW, BARTON, BENTON, CAMDEN, CEDAR, CHARITON, CHRISTIAN, COOPER, DADE, DALLAS, DAVIESS, DE KALB, GENTRY, GREENE, GRUNDY, HARRISON, HICKORY, HOLT, HOWARD, LACLEDE, LINN, LIVINGSTON, MERCER, MONITEAU, MORGAN, NODAWAY, PETTIS, POLK, PUTNAM, RANDLOPH, ST. CLAIR, SULLIVAN, TANEY, VERNON, WEBSTER, WRIGHT and WORTH Counties and portions of ADAIR, BOONE, MACON, MILLER and RANDOLPH Counties.....\$ 31.50		31.99
ATCHISON, BATES, BUCHANAN, CALDWELL, CARROLL, CASS, CLAY, CLINTON, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, SALINE, AND RAY COUNTIES....\$ 34.50		31.99

IRON0321-002 08/01/2021

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....\$ 23.00		19.61

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JCPW PROJECT NO. 3214

IRON0396-004 08/04/2021

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

	Rates	Fringes
Ironworker.....	\$ 36.71	28.96

IRON0396-009 08/04/2021

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

	Rates	Fringes
Ironworker.....	\$ 32.24	28.96

IRON0577-005 08/01/2021

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

	Rates	Fringes
Ironworker.....	\$ 28.00	24.85

IRON0584-004 06/01/2021

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

	Rates	Fringes
Ironworkers:.....	\$ 26.25	15.35

IRON0782-003 08/01/2021

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

	Rates	Fringes
Ironworkers:		
Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.....	\$ 35.13	28.27
All Other Work.....	\$ 29.34	24.12

LAB00042-003 03/02/2022

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ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Plumber Laborer.....	\$ 35.80	16.77

LABO0042-005 03/02/2022		

ST. LOUIS (City and County)

	Rates	Fringes
LABORER		
Dynamiter, Powderman.....	\$ 35.80	16.77
Laborers, Flaggers.....	\$ 35.80	16.77
Wrecking.....	\$ 35.80	16.77

LABO0110-005 05/01/2022		

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County)		
GROUP 1.....	\$ 34.49	15.42
GROUP 2.....	\$ 35.09	15.42
LABORER (Washington County)		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

LABORERS CLASSIFICATIONS

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

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liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

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

LABO0579-005 05/01/2022

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1.....	\$ 28.29	16.34
GROUP 2.....	\$ 28.64	16.34
LABORER (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY. HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST.CLAIR, SALINE, STONE, TANEY, VERNON, WEBSTER and WRIGHT COUNTIES)		
GROUP 1.....	\$ 27.28	15.55
GROUP 2.....	\$ 27.83	15.55
LABORER (LAFAYETTE COUNTY)		
GROUP 1.....	\$ 28.83	15.80
GROUP 2.....	\$ 29.18	15.80

LABORERS CLASSIFICATIONS

GROUP 1: General Laborers - Carpenter tenders; salamander tenders; loading trucks under bins; hoppers & conveyors; track men & all other general laborers; air tool operator; cement handler-bulk or sack; dump man on earth fill; georgie buggy man; material batch hopper man; material mixer man (except on manholes); coffer dams; riprap pavers

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

GROUP 2: Skilled Laborers - Head pipe layer on sewer work; laser beam man; Jackson or any other similar tamp; cutting torch man; form setters; liners and stringline men on concrete paving, curb, gutters; hot mastic kettleman; hot tar applicator; sandblasting and gunite nozzle men; air tool operator in tunnels; screed man on asphalt machine; asphalt raker; barco tamper; churn drills; air track drills and all similar drills; vibrator man; stringline man for electronic grade control; manhole builders-brick or block; dynamite and powder men; grade checker.

LABO0660-004 05/01/2022

Clark, Knox, Lewis, Marion, Pike, Ralls, Scotland, Shelby Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement handler; dump man on earth fill; georgie buggy man; material batch hopper man; spreader on asphalt machine; material mixer man (except on manholes); coffer dams; riprap pavers rock, block or brick; scaffolds over ten feet not self-supported from ground up; skip man on concrete

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SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

paving; wire mesh setters on concrete paving; all work in connection with sewer, water, gas, gasoling, oil, drainage pipe, conduit pipe, tile and duct lines and all other pipe lines; power tool operator; all work in connection with hydraulic or general dredging operations; form setters, puddlers (paving only); straw blower nozzle man; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cable ties on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutment and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic kettlemen; hot tar applicator; hand blade operator; mortar men or brick or block manholes; rubbing concrete, air tool operator under 65 lbs.; caulker and lead man; chain or concrete saw under 15 h.p.; signal Gan; Guard rail and sign erectors.

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

LABO0660-006 06/01/2022

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 35.91	15.42

LABO0662-001 05/01/2022

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

LABORERS CLASSIFICATIONS

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

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

LAB00663-002 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 33.05	16.81
GROUP 2.....	\$ 34.26	16.81

LABORERS CLASSIFICATIONS

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

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

LAB00840-011 05/01/2022

Crawford, Dent, Franklin, Gasconade, Howell, Maries, Oregon,
Osage, Phelps, Pulaski, Shannon and Texas Counties

Rates

Fringes

LABORER (Crawford, Dent,
Gasconade, Howell, Maries,
Oregon, Osage, Phelps,
Pulaski, Shannon and Texas
Counties)

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JCPW PROJECT NO. 3214

GROUP 1.....\$ 32.10	15.42
GROUP 2.....\$ 32.10	15.42
LABORER (Franklin County)	
GROUP 1.....\$ 34.44	15.42
GROUP 2.....\$ 35.04	15.42

LABORERS CLASSIFICATIONS

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

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

LABO0955-012 05/01/2022

Adair, Audrain, Boone, Chariton, Cooper, Howard, Linn, Macon,
Monroe, Putnam, Randolph, Schuyler and Sullivan Counties

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

LABORERS CLASSIFICATIONS

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

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

LABO1104-005 05/01/2022

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

Bollinger, Butler, Cape Girardeau, Carter, Dunklin, Iron,
Madison, Mississippi, New Madrid, Pemiscot, Perry, Reynolds,
Ripley, Scott, St Francois, Ste Genevieve, Stoddard and Wayne
Counties

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 32.10	15.42
GROUP 2.....	\$ 32.10	15.42

LABORERS CLASSIFICATIONS

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

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

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

PAIN0002-002 09/01/2007

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

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

PAIN0002-006 04/01/2020

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

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

PAIN0003-004 04/01/2019

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

	Rates	Fringes
Painters:		
Bridgeman; Lead Abatement; Sandblast; Storage Bin &		

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

Tanks.....	\$ 33.41	17.76
Brush & Roller.....	\$ 30.54	17.76
Drywall.....	\$ 31.74	17.76
Paper Hanger.....	\$ 31.04	17.76
Stageman; Beltman; Steelman; Elevator Shaft; Bazooka, Boxes and Power Sander; Sprayman; Dipping...	\$ 32.41	17.76
Steeplejack.....	\$ 36.98	17.76

PAIN0003-011 04/01/2019

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

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

PAIN0203-001 04/01/2012

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

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

* PAIN1185-008 04/01/2022

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

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 31.28	14.58

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

Floor Work.....	\$ 32.28	14.58
Lead Abatement.....	\$ 32.28	14.58
Spray.....	\$ 32.28	14.58
Structural Steel, Sandblasting and All Tank Work.....	\$ 33.28	14.58
Taping, Paperhanging.....	\$ 32.28	14.58

PAIN1292-002 09/01/2021

BOLLINGER, BUTLER, CAPE GIRARDEAU, CARTER, DUNKLIN,
MISSISSIPPI, NEW MADRID, OREGON, PEMISCOT, PERRY, REYNOLDS,
RIPLEY, SCOTT, SHANNON, STODDARD and WAYNE COUNTIES

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 33.46	14.53
Brush & Roller.....	\$ 27.96	14.53
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 29.96	14.53

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

PAIN1292-003 09/01/2021

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

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 33.46	14.53
Brush & Roller.....	\$ 27.96	14.53
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 29.96	14.53

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

PAIN2012-001 04/01/2020

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

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 32.91	17.86

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

Sandblaster.....	\$ 34.41	17.86
Steeplejack.....	\$ 37.98	17.86

PLAS0518-006 03/01/2022

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 25.77	12.43

PLAS0518-007 04/01/2022

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

	Rates	Fringes
Cement Masons:.....	\$ 35.12	18.30

PLAS0518-011 04/01/2022

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 34.93	20.50

PLAS0527-001 04/01/2021

	Rates	Fringes
CEMENT MASON FRANKLIN, LINCOLN AND WARREN COUNTIES.....	\$ 34.79	19.58
JEFFERSON, ST. CHARLES COUNTIES AND ST. LOUIS (City and County).....	\$ 35.96	19.56

PLAS0527-004 06/01/2021

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

	Rates	Fringes
CEMENT MASON.....	\$ 30.30	19.48

PLAS0908-001 05/01/2021

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

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

	Rates	Fringes
CEMENT MASON.....	\$ 30.30	17.53

PLAS0908-005 05/01/2021

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

	Rates	Fringes
CEMENT MASON.....	\$ 30.30	17.53

* PLUM0008-003 06/01/2022

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 51.28	23.29

* PLUM0008-017 06/01/2022

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

	Rates	Fringes
Plumbers.....	\$ 51.28	23.29

PLUM0045-003 08/01/2021

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 39.80	25.05

PLUM0178-003 11/01/2021

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

	Rates	Fringes
Plumbers and Pipefitters.....	\$ 34.25	15.32

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

PLUM0178-006 11/01/2021

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

	Rates	Fringes
Plumbers and Pipefitters		
Projects \$750,000 & under....\$	31.28	15.32
Projects over \$750,000.....\$	34.25	15.32

* PLUM0533-004 06/01/2022

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

	Rates	Fringes
Pipefitters.....\$	51.43	23.35

PLUM0562-004 07/01/2021

ADAIR, AUDRAIN, BOLLINGER, BOONE, BUTLER, CALLAWAY, CAMDEN, CAPE
GIRARDEAU, CARTER, CHARITON, CLARK, COLE, COOPER, CRAWFORD,
DENT, DUNKLIN, FRANKLIN, GASCONADE, GRUNDY, HOWARD, HOWELL,
IRON, JEFFERSON, KNOX, LEWIS, LINCOLN, LINN, LIVINGSTON, MACON,
MADISON, MARIES, MARION, MERCER, MILLER, MISSISSIPPI, MONITEAU,
MONROE, MONTGOMERY, NEW MADRID, OREGON, OSAGE, PEMISCOTT,
PERRY, PHELPS, PIKE, PULASKI, PUTNAM, RALLS, RANDOLPH,
REYNOLDS, RIPLEY, ST. CHARLES, ST. FRANCOIS, STE. GENEVIEVE, ST.
LOUIS, SCHUYLER, SCOTLAND, SCOTT, SHANNON, SHELBY, STODDARD,
SULLIVAN, TEXAS, WARREN, WASHINGTON, AND WAYNE COUNTIES.

	Rates	Fringes
Plumbers and Pipefitters		
Mechanical Contracts		
including all piping and		
temperature control work		
\$7.0 million & under.....\$	43.16	21.49
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....\$	45.10	27.85

PLUM0562-016 07/01/2021

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

	Rates	Fringes
Plumbers		
Mechanical Contracts		
including all piping and		

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

temperature control work		
\$7.0 million & under.....\$ 43.16		21.49
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....\$ 45.10		27.85

TEAM0013-001 05/01/2022

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....\$ 32.44		14.75
GROUP 2.....\$ 32.60		14.75
GROUP 3.....\$ 32.59		14.75
GROUP 4.....\$ 32.71		14.75
Truck drivers (AUDRAIN, BOLLINGER, BOONE, CALLAWAY, CAPE GIRARDEAU, CARTER, COLE, CRAWFORD, DENT, GASCONADE, IRON, MACON, MADISON, MARIES, MARION, MILLER, MISSISSIPPI, MONROE, MONTGOMERY, NEW MADRID, OSAGE, PEMISCOT, PERRY, PHELPS, PIKE, PULASKI, RALLS, REYNOLDS, ST. FRANCOIS, STE. GENEVIEVE, SCOTT, SHANNON, SHELBY, STODDARD, TEXAS, WASHINGTON AND WAYNE COUNTIES)		
GROUP 1.....\$ 33.17		14.75
GROUP 2.....\$ 33.33		14.75
GROUP 3.....\$ 33.32		14.75
GROUP 4.....\$ 33.44		14.75
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1.....\$ 35.53		14.75
GROUP 2.....\$ 35.64		14.75
GROUP 3.....\$ 35.68		14.75
GROUP 4.....\$ 35.75		14.75
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1.....\$ 35.18		14.75
GROUP 2.....\$ 34.29		14.75
GROUP 3.....\$ 35.33		14.75
GROUP 4.....\$ 34.40		14.75

TRUCK DRIVERS CLASSIFICATIONS:

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

GROUP 2: Agitator and Transit Mix Trucks

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

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

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

TEAM0056-001 05/01/2020

	Rates	Fringes
Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)		
GROUP 1.....	\$ 31.37	14.25
GROUP 2.....	\$ 31.53	14.25
GROUP 3.....	\$ 31.52	14.25
GROUP 4.....	\$ 31.64	14.25
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)		
GROUP 1.....	\$ 30.64	14.25
GROUP 2.....	\$ 30.80	14.25
GROUP 3.....	\$ 30.79	14.25
GROUP 4.....	\$ 30.91	14.25
Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)		
GROUP 1.....	\$ 32.58	14.25
GROUP 2.....	\$ 32.69	14.25
GROUP 3.....	\$ 32.73	14.25
GROUP 4.....	\$ 32.80	14.25

TRUCK DRIVER CLASSIFICATIONS

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

GROUP 2: Agitator and transit mix-trucks.

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

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

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

TEAM0245-001 03/26/2012

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

	Rates	Fringes
Truck drivers:		
Traffic Control Service		
Driver.....	\$ 20.45	0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

TEAM0541-001 04/01/2022

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 34.71	16.75
GROUP 2.....	\$ 34.14	16.75
GROUP 3.....	\$ 33.62	16.75

TRUCK DRIVERS CLASSIFICATIONS

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

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

GROUP 3: Oilers and Greasers - Field

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

TEAM0682-002 05/01/2017

ST LOUIS CITY AND COUNTY

	Rates	Fringes
Truck drivers:		
GROUP 1.....	\$ 33.30	13.79+a+b+c+d
GROUP 2.....	\$ 33.50	13.79+a+b+c+d
GROUP 3.....	\$ 33.60	13.79+a+b+c+d

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

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

TRUCK DRIVERS CLASSIFICATIONS

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

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

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

FOOTNOTE FOR TRUCK DRIVERS:

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

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

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

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

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

Union Rate Identifiers

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

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

Survey Rate Identifiers

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

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

Union Average Rate Identifiers

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

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

WAGE DETERMINATION APPEALS PROCESS

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

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

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour

National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

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

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

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

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

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

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

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

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END OF GENERAL DECISIO"

CONTRACT FORMS

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

Radmacher Brothers Excavating Company, 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 an Advertisement calling for bids to be published for and in connection with Jackson County Project: *South Miller Road Culvert Reconstruction, JCPW Project No. 3214*, and

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

WHEREAS, the Owner, in the manner prescribed by law, has opened, examined, and canvassed the Proposal 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 Proposal, 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, himself, or themselves, and its, his, or their successors and assigns, and its, his, 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 workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as defined in the attached General Conditions, Special Conditions, and Technical Specifications, said documents forming the contract 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 Proposal.

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

Six hundred thirteen thousand seven hundred eighty nine dollars and ninety four cents (\$ 613,789.94.) 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 he has employed no third person to solicit or obtain this contract in his 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 he has 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 him here-under; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage, and that all monies payable to him hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He 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 proposal.

CONTRACT AGREEMENT (cont.)

IN WITNESS WHEREOF, Jackson County, Missouri has caused by Ordinance No. 5682

of October 17, 2022, 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

11.23.22

Date

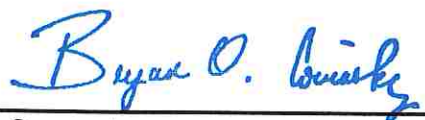


Frank White, Jr.
County Executive

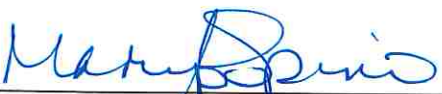
11.30.22

Date

Approved to form this _____ day of _____, 2022.



County Counselor

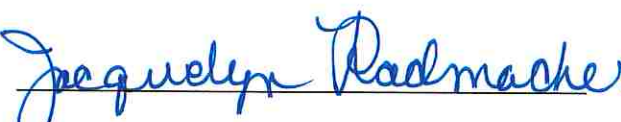
Attest: 

Clerk of the Legislature



By: 

Radmacher Brothers Excavating Co., Inc.

Attest: 

Jacquelyn Radmacher

SALES TAX EXEMPTION

Jackson County, Missouri is an exempt entity under Section 144.062, RSMo, and the purchase of tangible personal property and materials to be incorporated into or consumed in the construction of this project, can be made on a tax-exempt basis as provided in that statute.

Jackson County will issue an exemption certificate to the contractor along with the contract. Sales tax paid due to the contractor's or any subcontractor's failure to take advantage of the county's tax exempt status will not be included in the Contractor's invoice to the County.

"Missouri Project Exception Certificate" (Form 5060) will be issued to the contractor and subcontractors working on the same project after the contract has been awarded.

State of Missouri

EXEMPTION FROM MISSOURI SALES AND USE TAX ON PURCHASES

ISSUED TO:

MISSOURI TAX I.D.
NUMBER: 13643347

COUNTY OF JACKSON
415 E 12TH ST RM G-1
KANSAS CITY, MO 64106-2706

EFFECTIVE DATE: 07/11/2002
EXPIRATION DATE: Non-Expiring

YOUR APPLICATION FOR SALES/USE TAX EXEMPT STATUS HAS BEEN APPROVED PURSUANT TO CHAPTER 144.303.1, RSMo. THIS LETTER IS ISSUED AS DOCUMENTATION OF YOUR EXEMPT STATUS.

PURCHASES BY YOUR AGENCY ARE NOT SUBJECT TO SALES OR USE TAX IF WITHIN THE CONDUCT OF YOUR AGENCY'S EXEMPT FUNCTIONS & ACTIVITIES. WHEN PURCHASING WITH THIS EXEMPTION, FURNISH ALL SELLERS OR VENDORS A COPY OF THIS LETTER. THIS EXEMPTION MAY NOT BE USED BY INDIVIDUALS MAKING PERSONAL PURCHASES.

A CONTRACTOR MAY PURCHASE AND PAY FOR CONSTRUCTION MATERIALS EXEMPT FROM SALES TAX WHEN FURFILLING A CONTRACT WITH YOUR AGENCY ONLY IF YOU AGENCY ISSUES A PROJECT EXEMPTION CERTIFICATE AND THE CONTRACTOR MAKES PURCHASES IN COMPLIANCE WITH THE PROVISIONS OF SECTION 144.062, RSMo.

SALES BY YOUR AGENCY ARE SUBJECT TO ALL APPLICABLE STATE AND LOCAL SALES TAXES. IF YOU ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL PROPERTY OR TAXABLE SERVICES AT RETAIL, YOU MUST OBTAIN A MISSOURI RETAIL SALES LICENSE AND COLLECT AND REMIT SALES TAX.

A CONTRACTOR MAY PURCHASE AND PAY FOR CONSTRUCTION MATERIALS EXEMPT FROM SALES TAX WHEN FULFILLING A CONTRACT WITH YOUR GOVERNMENTAL AGENCY ONLY IF YOUR GOVERNMENTAL AGENCY ISSUES A PROJECT EXEMPTION CERTIFICATE AND THE CONTRACTOR MAKES PURCHASES IN COMPLIANCE WITH THE PROVISION OF SECTION 144.062, RSMO.

THIS IS A CONTINUING EXEMPTION SUBJECT TO LEGISLATIVE CHANGES AND REVIEW BY THE DIRECTOR OF REVENUE. IF IT IS DETERMINED THAT YOUR AGENCY CEASES TO QUALIFY AS AN EXEMPT ENTITY, THIS EXEMPTION WILL CEASE TO BE VALID. THIS EXEMPTION IS NOT ASSIGNABLE OR TRANSFERRABLE. IT IS AN EXEMPTION FROM SALES AND USE TAXES ONLY AND IS NOT AN EXEMPTION FROM REAL OR PERSONAL PROPERTY TAX.

ANY ALTERATION TO THIS EXEMPTION LETTER RENDERS IT INVALID.

IF YOU HAVE ANY QUESTIONS REGARDING THE USE OF THIS LETTER, PLEASE CONTACT THE SALES/USE TAX SECTION, MISSOURI DEPARTMENT OF REVENUE, P.O. BOX 3300, EFFERSON CITY, MO 65105-0840, PHONE 573-751-2836.

JACKSON COUNTY PUBLIC WORKS
SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

FEDERAL PROJECT NO. BRO-B048 (56)
JCPW PROJECT NO. 3214

Reset Form

Print Form



MISSOURI DEPARTMENT OF
REVENUE

Project Exemption Certificate

This form is to be completed and given to your contractor.

Exempt Entity and Project Information	Name of Exempt Entity Issuing the Certificate JACKSON COUNTY, MISSOURI		Missouri Tax Exemption Number 11 31 61 41 31 31 41 17	
	Address 415 EAST 12TH STREET, ROOM G-1		City KANSAS CITY	State MO
	ZIP Code 64106			
	E-mail Address			
	Project Number 3214	Project Begin Date (MM/DD/YYYY) / /	Estimated Project End Date (MM/DD/YYYY) / /	
	Description of Project removal of the existing cast-in-place culvert and the installation of a double 10' x 8' pre-cast box culvert, including pre-cast end sections. Additional work tasks includes reshaping of the roadway shoulders and placement of rock blanket around the wingwalls to prevent erosion and all other incidental work.			
	Project Location SOUTH OF LONE JACK, JACKSON COUNTY, MISSOURI		Certificate Expiration Date (MM/DD/YYYY) / /	
Provide a signed copy of this certificate, along with a copy of the exempt entity's Missouri Sales and Use Tax Exemption Letter to each contractor or subcontractor who will be purchasing tangible personal property for use in this project. It is the responsibility of the exempt entity to ensure the validity of the information on the certificate. The exempt entity must issue a new certificate if any of the information changes.				
Signature of Authorized Exempt Entity		Printed Name of Authorized Exempt Entity Eric L. Johnson, PE, Construction Manager		Date (MM/DD/YYYY) / /

Contractor	The Missouri exempt entity named above hereby authorizes the purchase, without sales tax, of tangible personal property to be incorporated or consumed in the construction project identified herein and no other, pursuant to <u>Section 144.062, RSMo</u> . Under penalties of perjury, I declare that the above information and any attached supplement is true, complete, and correct.			
	Name of Purchasing Contractor		Signature of Contractor	
	Date (MM/DD/YYYY) / /			
Address		City	State	ZIP Code

Subcontractor	Contractors - Present this to your supplier in order to purchase the necessary materials tax exempt. Complete the Subcontractor portion if extending the certificate to your subcontractor. The contractor must sign the form in the space provided below.			
	Name of Purchasing Subcontractor			
	Address		City	State
	ZIP Code			
Signature of Contractor		Contractor's Printed Name		Date (MM/DD/YYYY) / /

Form 5060 (Revised 11-2018)

Taxation Division
P.O. Box 358
Jefferson City, MO 65105-0358

Phone: (573) 751-2836
Fax: (573) 522-1668
E-mail: sales-tax-exemptions@dor.mo.gov

Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.





PERFORMANCE BOND

Project Number: JCPW Project No. 3214; BRO-B048 (56)

Project Title: SOUTH MILLER ROAD BRIDGE RECONSTRUCTION

KNOW ALL MEN BY THESE PRESENTS:

That Radmacher Brothers Excavating Co., Inc.

as PRINCIPAL (CONTRACTOR), and The Cincinnati 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, (OWNER), as obligee, in the penal sum
of

six hundred thirteen thousand seven hundred eighty nine dollars 94/100 Dollars (\$ 613,789.94)
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 into a Contract with OWNER for South Miller Road Culvert Reconstruction, JCPW Project No. 3214
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 OWNER 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

_____, 2022.

CONTRACTOR

Name, address and facsimile number of Contractor

Radmacher Brothers Excavating Co., Inc.

2201 North 7 Highway, Suite B

Pleasant Hill, MO 64080

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

By: _____

Title: President

(Attach corporate seal if applicable)

SURETY

Name, address and facsimile number of Surety:

The Cincinnati Insurance Company

6200 S. Gilmore Rd.

Fairfield OH 45014

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: _____

Title: David S. Salavitch, Attorney in Fact

Date: _____

(Attach seal and Power of Attorney)



THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Fairfield, Ohio

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That THE CINCINNATI INSURANCE COMPANY and THE CINCINNATI CASUALTY COMPANY, corporations organized under the laws of the State of Ohio, and having their principal offices in the City of Fairfield, Ohio (herein collectively called the "Companies"), do hereby constitute and appoint

David S. Salavitch; Luke P. Sealer; Robert L. Cox, II; Kathryn E. Johnson and/or Rodney S. Demaree

of Sedalia, Missouri

their true and legal Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and deliver on behalf of the Companies as Surety, any and all bonds, policies, undertakings or other like instruments, as follows:

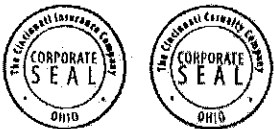
Any such obligations in the United States, up to
One Hundred Million and No/100 Dollars (\$100,000,000.00).

This appointment is made under and by authority of the following resolutions adopted by the Boards of Directors of The Cincinnati Insurance Company and The Cincinnati Casualty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the President or any Senior Vice President be hereby authorized, and empowered to appoint Attorneys-in-Fact of the Company to execute any and all bonds, policies, undertakings, or other like instruments on behalf of the Corporation, and may authorize any officer or any such Attorney-in-Fact to affix the corporate seal; and may with or without cause modify or revoke any such appointment or authority. Any such writings so executed by such Attorneys-in-Fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company.

RESOLVED, that the signature of the President or any Senior Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted, and the signature of the Secretary or Assistant Vice-President and the Seal of the Company may be affixed by facsimile to any certificate of any such power and any such power of certificate bearing such facsimile signature and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company.

IN WITNESS WHEREOF, the Companies have caused these presents to be sealed with their corporate seals, duly attested by their President or any Senior Vice President this 18th day of March, 2021.



STATE OF OHIO)SS:
COUNTY OF BUTLER)

THE CINCINNATI INSURANCE COMPANY
THE CINCINNATI CASUALTY COMPANY

Stephen A. Ventre

On this 18th day of March, 2021 before me came the above-named President or Senior Vice President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, to me personally known to be the officer described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of said Companies and the corporate seals and the signature of the officer were duly affixed and subscribed to said instrument by the authority and direction of said corporations.



Keith Collett
Keith Collett, Attorney at Law
Notary Public - State of Ohio

My commission has no expiration date.
Section 147.03 O.R.C.

I, the undersigned Secretary or Assistant Vice-President of The Cincinnati Insurance Company and The Cincinnati Casualty Company, hereby certify that the above is the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Power of Attorney is still in full force and effect.

Given under my hand and seal of said Companies at Fairfield, Ohio, this

day of



Ed H

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

\$ 613,789.94, which is hereby authorized.


Manager, Division of Finance
Director

ACCOUNT NUMBER(S) TO BE CHARGED: pc 150822001 000 ml

Department	Account Number	Amount
	010-1508-56030	613789.94

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

GENERAL CONDITIONS

GENERAL CONDITIONS

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GENERAL CONDITIONS

GC-1 SCOPE

The contract stipulations which follow are general in scope and may refer to conditions which will not be encountered in the performance of the work included in this Contract, and which are not applicable thereto. Any requirement, provision, or other stipulation of these General Conditions which pertains to a nonexistent condition, and is not applicable to the work to be performed hereunder, shall have no meaning in the Contract.

GC-2 CONTRACT DOCUMENTS

It is understood and agreed that the Advertisement, Instruction to Bidders, Proposal, Bond Form(s), Contract Agreement, General Conditions, Special Conditions, Technical Specifications, Plans, Addenda thereto, and duly authorized change orders, together with any and all supplementary drawings furnished by the Engineer-Architect as and when required to make clear, and to define in greater detail, the intent of the Plans and Technical Specifications, other drawings, specifications, and engineering data furnished by the Contractor (when and as approved by the Owner or Engineer-Architect), and instructions furnished by the manufacturers of equipment for the installation thereof are each and all included in this Contract, and the work shall be done in full compliance and accord therewith.

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 enumerated above in paragraph GC-2.
- 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, his, 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 his 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 him or 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 to be prepared as a basis for proposals.
 - (2) All drawings submitted by the successful bidder with his proposal 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.

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

Five (5) copies of the Contractor's Proposal as submitted, Bond Form(s), a Statutory Bond where required, 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 his 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 him 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 he 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 his 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 his 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 his 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, he will reserve the right to have the products submitted to an independent testing laboratory of his 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 his property. They are not to be used on other work, and, with the exception of the signed contract set, are to be returned to him 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 his 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 men from his 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 he wishes 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 he has properly referenced for relocation and replacement. The Contractor shall furnish, at his 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-18 LEGAL ADDRESS OF CONTRACTOR

Both the business address of the Contractor given in the bid or proposal upon which this Contract is founded, and the Contractor's office in the vicinity of the work, are hereby designated as the places to which all notices, letters, and other communications to the Contractor may be mailed or delivered. The delivering at either of the above named addresses, or depositing in any mail box regularly maintained by the post office of any notice, letter, or other communication to the Contractor, shall be deemed sufficient service thereof upon the Contractor, and the date of said service shall be the date of such delivery or mailing. Such addresses may be changed at any time by an instrument in writing, executed by the Contractor and presented and delivered to the Engineer-Architect and to the Owner. Nothing herein contained shall be deemed to preclude or render inoperative the service of any notice, letter, or communication upon the Contractor personally.

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 his 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. He shall cover and protect his work from damage, and all injury to the same (before the completion and acceptance of this contract) shall be made good by him. 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 himself or his 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-21 PATENTS

It is mutually agreed by and between the parties to this Contract that all royalties and fees for and in connection with patents or patent infringement claims for materials, articles, apparatus, devices or equipment (as distinguished from processes) used in or furnished for the work, shall be included in the contract amount and the Contractor shall satisfy all demands that may be made at any time for such, and he shall be liable for any damage or claims for patent infringements. The Contractor shall at his own cost and expense defend any and all suits or proceeding that may be instituted at any time against the Owner for infringement or alleged infringement of any such patents involved in the work, and, in case of an award of damages, the said Contractor shall pay such award. Final payment to the Contractor by the Owner will not be made while any such suit or claim remains unsettled. The Contractor, however, shall not be liable for the defense of any suit or other proceedings, nor for the payment of any damages or other costs in connection therewith, for the infringement or alleged infringement of any patented process required by the owner in the design of the work to be done under this Contract or by the Technical Specifications therefor.

GC-22 INDEPENDENT CONTRACTOR

The right of general inspection of the Owner shall not make the Contractor an agent of the Owner, and the liability of the Contractor for all damages to persons, firms and corporations, arising from the Contractor's execution of the work, shall not be lessened because of such general supervision, but as to all such persons, firms, and corporations, and the damages, if any, to them or their property, the Contractor herein is an independent Contractor in respect to the work.

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 he shall so conduct his operations as to interfere to the least possible extent with the work of such contractors or workmen. He shall promptly make good, at his own expense, any injury or damage that may be sustained by other contractors or employees of the owner at his hands. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and the workmen 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 men, 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 his subcontractors, or his 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 his 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 his 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, he may order the Contractor to increase or improve his 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 his 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 his 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 his 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 he shall determine all questions in relation to said work and the construction thereof; that he shall in all cases decide every question which may arise relative to the execution of this Contract on the part of said Contractor; that his 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, his 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 his 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 his 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 his 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 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 men 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 himself or his 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 his 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-33 INSURANCE

The Contractor shall procure and maintain in affect throughout this duration of the Contract insurance coverage not less than the types and amounts specified in this section. If the nature of the goods and/or services provided by the Contractor is such that they may be excluded from the coverage listed below, an addendum shall be made to the Contract requesting the coverage and limits required.

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

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 Premise, \$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.

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.

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

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 coverage listed above, at a limit not less than \$1,000,000 each occurrence and \$1,000,000 Aggregate.

ADDITIONAL INSURED & CERTIFICATE OF INSURANCE

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

A Certificate of Insurance shall be filed with the County's Director of Purchasing for review and approval before commencement of work. The Certificate shall contain a provision that the policies may not be cancelled by the insurance carrier without 30 days written notice of cancellation, ten (10) days for non-payment of premium, to Jackson County. 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. The Director of Purchasing may request copies of the Contractor's insurance policies for verification of coverage.

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 Lloyds of London, and are licensed and approved by the State to do business in Missouri.

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 the Contractor of any contractual obligation of responsibility. In the event of the Contractor's failure to maintain the required insurance, Jackson County may order work to stop immediately and, upon 10 days written notice and an opportunity to cure, may pursue its remedies for breach of this Contract as provided for herein and by law.

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:

- (1) 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, workmen 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.
- (2) 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.
- (3) 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.
- (4) 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.
- (5) 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.
- (6) 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.
- (7) 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:
 - (a) Name, classification, date, daily hours, total hours rate, and extension for each laborer and foreman.
 - (b) Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - (c) Quantities of materials, prices, and extensions.
 - (d) Transportation of materials.
 - (e) Cost of property damage, liability and workmen's compensation insurance premiums, unemployment insurance contributions, and social security tax.
 - (f) 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 his 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-37 ASSIGNMENT AND SUBLETTING OF CONTRACT

Except for the furnishing and transportation of materials, the Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of any portion of his Contract to any individual firm or corporation without written consent of the Owner. This consent of the Owner, 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 Engineer. The subcontract shall bind the subcontractor to comply with all requirements of this Contract, for example, wage rates, equal employment opportunity regulations, submittal of payrolls, etc. Assignment of the entire Contract may be made only upon written consent of the Owner. The Contractor's own forces and equipment shall perform not less than fifty percent (50%) of the contract work.

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

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

The prime 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.

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 him otherwise than as herein provided; or if the Contractor should be adjudged a bankrupt, or if a general assignment of his assets be made for the benefit of his 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 he is 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 his 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 he 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 his own cost and expense.

GC-41 LAWS AND ORDINANCES

The Contractor shall keep himself 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. He 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 his 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 WORKMEN

The Contractor shall employ only workmen, 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 man on the work is, in his opinion, incompetent, unfaithful, or disorderly, or who uses threatening or abusive language when on the work to any person representing the Owner, such man 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 his 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 proposal, 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 he proposes to follow, and giving the dates on which he expects 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, he has taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or workmen 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 his 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 his 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 him and shall remove all rubbish of every kind from the tracts or grounds which he has 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 his 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

The Contractor is not required to provide a guaranty or warranty on any equipment installed.

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-58 PERFORMANCE, PAYMENT, AND MAINTENANCE BOND

The Performance, Payment, and Maintenance 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 coverages 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.

- A. For the faithful performance and completion of the work in strict accordance with the terms of the Contract, and each and every covenant, condition, and part thereof, according to the true intent and meaning of Contract Documents and herein defined;
- B. For payment of all just claims for labor performed and material furnished; and
- C. For the repair, or replacement where required, or the cost thereof, of all work performed under the terms of the Contract, where such repair or replacement is required because of defective workmanship or materials, or both, and for the replacement of defective equipment or parts thereof, within a period of one (1) year after the date of acceptance as herein provided. The Owner agrees to mail a notice to the Contractor, calling his attention to any failure to comply with the requirements of the bond, not less than ten (10) days before notifying his surety of such failure.

GC-59 ESTIMATED QUANTITIES

The Contractor agrees that the quantities of work as stated in his Proposal and 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 him 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 he has 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 him 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 himself, 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 him for work or materials not clearly provided for in the Contract, Plans, or Technical Specifications, or previously authorized as extra work, he shall notify the Engineer in writing of his intention to claim such additional compensation before he begins the work on which he bases 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.

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 his 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-66 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. All employees are required to complete the program within sixty (60) 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.

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.

END OF SECTION

SPECIAL CONDITIONS

SPECIAL CONDITIONS

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SPECIAL CONDITIONS

These Special Conditions include provisions that 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-6 COPIES OF CONTRACT (GC-6)

Seven (7) copies of the Contract Documents will be prepared by the Engineer. All copies will be submitted to the Contractor. 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 Owner. The date of the Contract Agreement and the Bond forms shall be left blank for filling in by the Owner.

The Owner will execute all copies, insert the date of contract on the Performance Bonds and power of attorney, retain five (5) 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 TECHNICAL SPECIFICATIONS AND PLANS (GC-7)

- A. All work on this project shall conform to the project drawings Federal Project No. BRO-B048 (56) (County Project No. 3214) 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 proposals or during construction.
- C. The "Missouri Standard Specifications for Highway Construction", 2022 edition 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
 - 4. General Conditions
 - 5. Standard Specifications as identified in a specific Technical Specification.
 - 6. MoDOT Standard Specifications for items not specifically referenced in the Technical Specifications
- 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:

- A. 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.
- B. 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.

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.

- C. 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.
- D. 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.
- E. Upon written notification the Engineer 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 Engineer will notify the Contractor of their determination whether or not an adjustment of the Contract is warranted.
- F. 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)

Modify GC-12 as follows:

All drawings, specifications, permits, tax clearances, calculations, electronic files and copies thereof furnished by the Owner and/or his agents are the property of the Owner. 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 Owner 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 Engineers construction staking. The Contractor shall notify the Engineer in writing of any and all discrepancies with the staking. Any modifications shall be approved by the Engineer.

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.

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

- A. The Contractor is not required to have a field office at the project site and no provisions have been made by the Owner for the field office, shops, or storage areas to be used by the Contractor. However, if desired, the Contractor may, on his own initiative, provide for any or all of the above items. The Contractor may store a limited amount of material and equipment in the ROW area.
- B. No direct payment will be made for the Contractor's office, shops or storage areas.

SC-20 RESPONSIBILITY OF CONTRACTOR (GC-20)

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 Owner.
- D. Before the work will be accepted by the Owner, 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. Water, Power and Sanitation:
 - a. Water: All water required for the project in connection with the work to be performed will be provided by the Contractor at his sole cost and expense. If the project is performed during the Winter, the Contractor at his or her expense will provide all water required along the project route in connection with the work to be performed.

- b. 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 his sole cost and expense.
- c. Sanitation: The Contractor and subcontractor shall provide sanitary facilities at the job site.

SC-25 METHODS OF OPERATION (GC-25)

The following is added to GC-25:

- 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. MoDOT and FHWA may make periodic inspections of the work. The Contractor shall grant them access to all parts of the work.
- C. Contractor shall notify his subcontractors, Owner and all Contractors and subcontractors under the Owner, when he is ready for them to install their portions of their work and see that they comply within a reasonable period of time. The Contractor or subcontractors shall neither cover or backfill until proper tests, observations and/or inspections have been made by the Owner's inspector.

SC-29 NO WAIVER OF RIGHTS (CG-29)

Neither the inspection or evaluations 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, 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.

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

Modify General Condition GC-32 by adding the following:

- A. The Contractor shall be liable for any and all damage caused by him to Owner's premises. The Contractor shall hold and save the Owner, his agents and representatives, free and harmless from liability of any nature or any kind arising from any use, trespass or damage occasioned by his operations on premises or third persons.
- B. The Contractor shall confine all work, equipment and personnel within the limits of the existing project. The Contractor shall make no claim for additional payment for confining his operations within these areas.
- C. 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)

Modify section GC-34 by adding the following:

The Contractor may submit to the Engineer, 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.

Cost reduction proposals shall contain the following information:

1. A description of both the existing contract requirements for performing the work and the proposed changes.
2. An itemization of the contract requirements that must be changed if the proposal is adopted.
3. A detailed estimate of the cost of performing the work under the existing contract and under the proposed change.
4. A statement of the time within which the Engineer must make a decision thereon.
5. The contract items of work affected by the proposed changes, including any quantity variation attributable thereto.

The provisions of this Article shall not be construed to require the Engineer 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 Engineer 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.

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.

The Engineer 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 Engineer, such prices do not represent a fair measure of the value of work to be performed or to be deleted.

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.

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 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.

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.

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.

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 him 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.

This article of the specifications shall apply only to contracts awarded to the lowest bidder pursuant to competitive bidding.

- A. The Engineer 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 Engineer 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.
- D. The term "significant change" shall be construed to apply only to the following circumstances:
 - 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 proposal 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)

Modify 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 insure 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 be reduced to 40%.**
- C. Subcontracting the work shall not relieve the Contractor of their liabilities under the Contract. The Contractor shall give their personal attention to any and all portions of the Contract which has been subcontracted 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)

Modify GC-39 by adding the following:

- A. If the performance of all or any portion of the work is suspended or delayed by the Engineer in 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 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 Notice to Proceed, and shall be the number of working days as stated in the Proposal and as follows: Working days will be counted in accordance with Standard Specification Section 108, except as modified to read: "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 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 provisions 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.

Jackson County, Missouri Legal Holidays 2020-2021

Monday, September 6 Labor Day
Thursday, November 11 Veteran's Day
Thursday, November 25th and Friday, November 26th Thanksgiving
Friday, December 24 Christmas
Friday, December 31 New Year' Day
Monday, January 17 Martin Luther King Day

Monday, February 21..... Washington's Birthday
Tuesday, May 8 Truman's Birthday
Monday, May 30 Memorial Day
Monday, June 20 Juneteenth
Monday, July 4..... Independence Day

- C. In the event that a holiday falls on a Saturday, the preceding Friday shall be observed as a holiday. If a holiday falls on a Sunday, the following Monday shall be observed as a holiday.
- D. The Contractor will need to coordinate with the Owner, or their designated representative on the after work week hours and weekend schedules. The work week hours that the Contractor can work are from 7:00 A.M. to 4:30 P.M.
- E. Weekend work schedule(s) shall be coordinated with the Owner prior to any construction.
- F. The Contractor shall take, at no additional cost to the Owner, 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.
- G. 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 Owner, the Engineer, the Contractor and his subcontractors, plumber, and the Utilities, as well as representatives of any other affected agencies which the Owner may wish to invite.

SC-48 EXTENSION OF TIME (GC-48)

Add to GC-48 by adding the following:

- A. The Engineer 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)

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 at the rate of \$950.00.

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

Modify GC-50 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 Engineer's office for reviewing original submittals and fifteen (15) days in Engineer'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 Engineer. 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 Engineer's approval prior to procurement.
- E. Submit certificates for the reinforcing steel and woven wire fence.
- F. Submit mix designs for the Portland cement concrete and the masonry repair material.
- G. Submit gradation for the rock blanket.
- H. Submit mix design for temporary and permanent erosion control.
- I. Submit shop drawings, specification sheet, certificates, warranties and manufacturing installation recommendations for all products.
- J. Engineer's Selection and Approval of Materials: Where approval of Engineer for material or equipment is required, secure such approval before procurement.
- K. 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 Engineer.
- L. 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.

- M. Assigning, transferring or subletting, even though consented to, shall not relieve the Contractor of his liabilities under his contract. The Contractor shall give his personal attention to any and all portions of the contract which have been sublet and he shall be responsible for its proper construction.
- N. Receiving and Storing Materials: Remove from premises materials showing deterioration or damage and replace with new.
- 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 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 his 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. Where finished floors are subject to damage, suitably cover traffic areas until building acceptance.
- F. Before the work will be accepted by the Owner, the Contractor shall be required to remove all aggregate and debris resulting from his 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.

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

General Conditions Section GC-58 - Delete the first paragraph and replace it with the following:

PERFORMANCE BOND: The performance 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.

The Contractor's attention is called to paragraph "c" of GC-58, which requires a one (1) year Maintenance Bond. **No Maintenance bond is required for this project.** The Final Acceptance Letter

from JCPW Engineering staff member will be certified mailed to the Contractor.

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

Section C. Certification for Payments shall be modified with the 2nd sentence changed from ninety-five percent (95%) to read one hundred percent (100%).

The following sentence shall be added to the end of the paragraph:

There shall be no retained percentage for this project.

In addition, modify GC-60 by adding the following:

- D. The method of measurement and basis of payment for each item as listed in the Proposal will be as stipulated in the sections of the Technical Specifications and on the Plans and in this article.
- E. There shall be no measurement or separate payment for any item of work which is not specifically identified and listed in the Proposal and all costs pertaining thereto shall be included in the Contract unit prices for related items which are listed in the proposal.
- F. Pay limits given in the Technical 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.
- G. 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.
- H. 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 insure their accuracy. The Contractor shall furnish the Engineer a waybill for each truckload, signed by the weigh master and truck driver.
- I. The Contractor shall maintain a running balance of weights of materials versus areas covered, furnishing this data to the Engineer, in order that corrections for overrun or under run may be made when desired.
- J. The Owner 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 proposal.
- K. 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. 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.
- L. The Contractor shall submit payment estimates or certificates of payment to the Owner.

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

The following is added to 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)

The following is added to GC-63:

- A. Contractor shall notify the Engineer when he has completed all work in accordance with the Drawings and Specifications. He shall avail himself for an on-site inspection of the project with the Owner and the Engineer. 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 Engineer. 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. Prior to the Final Inspection, the Contractor shall provide to Jackson County Public Works the AS-BUILTS drawings based on any and all redlines, modifications, addition or deletions, and changes to the project.

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

Modify GC-65 by adding the following:

1. Each Bidder 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.
2. 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:

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

END OF SECTION

TECHINICAL SPECIFICATIONS

Technical Specifications

CERTIFICATION: The Engineer-of-Record hereby certifies that the Technical Specifications for the South Miller Road Bridge Reconstruction project are in full compliance with all applicable Federal and State Laws, including but not limited to 23 CFR.



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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. Construction Manager: Ric Johnson (Office: 816-881-4499; Cell: 913-912-0933)
 - b. Road & Bridge Assistant Supervisor: Tim Underwood (Office: 816-847-7062; Cell: 816-830-3003)
- 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 Lone Jack Police Department: 816-697-2417
 - c. Missouri Highway Patrol, Troop A (Lee's Summit): 816-622-0800
 - d. Lone Jack Fire Protection District: 816-697-2018

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 anyone section of the specifications.

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 his employees and his 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.

- B. Reference Specifications. The project was developed in accordance with the following specifications

and are incorporated into the Contract Documents by reference:

- a. Kansas City Chapter of APWA Standard Specifications, current edition.
 - b. Missouri Standard Specifications for Highway Construction, 2022 Edition.
 - c. Missouri Standard Plans for Highway Construction, 2022 Edition.
 - d. Federal Highway Administration, Manual of Uniform Traffic Control Devices (MUTCD).
- C. 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.

- D. 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.
- E. 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.
- F. 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 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.
- G. 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.
- H. 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.

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.

The Contractor shall be held responsible for all damage to roads, highways, shoulders, ditches, bridges, culverts, 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.

- I. 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. 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 720 East Young Street Warrensburg, MO 64093 Jason Taylor (660-351-5049)	Shielding (if needed)
Jackson County PWSD #16 13213 Lone Jack-Lee's Summit Road Lee's Summit, MO 64086 Howard Pritchett (816-697-5472)	Adjustment of 2" Main
Lumen (formerly CenturyLink) 2108 East Market Street Warrensburg, MO 64093 James Morris (660-429-7140)	Shielding (if needed)

- B. The existing 2-inch water main is located within a Jackson County PWSD #15 easement. The Contractor shall complete the installation of their proposed flow diversion and allow the utility company to accurately locate their facility. PWSD #15 will install a future conduit under the new culvert to allow them to pull a new water main in the future should there be a need.
- C. 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.
- D. The Contractor agrees that any effects of the presence of the utilities, their relocation, Contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in 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.

- E. 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.
- F. No direct pay will be made to the Contractor to recover the cost of coordination with the utility companies.
- F. 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.
 - 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 his 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 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 be attended by representatives of the County, the Contractor, and his subcontractors, utility representatives, as well as representatives of any other affected agencies that the City 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.
- 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.

Attendees will include representative from the County, representatives from the Missouri Department of Transportation, 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.

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. Coordination with County.
 - f. Submittal of certified payrolls, wage interviews, and compliance with minority participation.
 - g. Procedures for processing field decisions and change orders.
 - h. Submittal of shop drawings and product data.
 - i. Procedures for processing Applications for Payment.
 - j. Preparation of record documents by the Contractor.
 - k. Use of the premises (right-of-way and easements).
 - l. Working hours and holidays.
- C. No separate payment will be made for the preparation or maintenance of the construction schedule. All costs pertaining to this item shall be included in the contract prices of other items.

TS-7 BUY AMERICA REQUIREMENT

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

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
 6. Number and title of appropriate specification section
 7. 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
 - 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. Construction Record Drawings: One (1) copy to the County.
- 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 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:
 - 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.
- e. 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.
- f. Have Work performed by persons qualified to produce required and specified quality.
- g. 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 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, 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 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 6:00 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. Basis of Payment: Payment for mobilization will be made incrementally.
 - a. Partial Payments. Each partial payment will be 25 percent (25%) of the contract price for mobilization. For purposes of this calculation, the original contract price will be construed as the total dollar value of all contract line items. The partial payments for mobilization will be paid incrementally as follows:
 - 1. The first partial payment will be made when five percent (5%) of the original contract amount is earned.
 - 2. The second partial payment will be made when ten (10%) percent of the original contract amount is earned.
 - 3. The third partial payment will be made when 25 percent (25%) of the original contract amount is earned.
 - 4. The fourth partial payment will be made when 50 percent (50%) of the original contract amount is earned.

TS-13 CONTRACTOR FURNISHED SURVEY AND STAKING

- A. Description: This work shall consist of providing the necessary surveying and staking for the prosecution of the work.
- B. Staking Requirements:
 - a. The contractor shall preserve all right of way monuments, benchmarks control points and reference marks set by the County. If any monumentation is damaged, destroyed or disturbed by the contractor, the cost of replacement will be at the contractor's expense and will be deducted from the payment for the work.
 - b. All surveying shall be documented by the contractor in a written form acceptable to the County. During performance of the work, all surveying documents shall be available and supplied to the County upon request, at the contractor's expense. All documents shall be labeled with the route, state job number, county, contractor name, survey party supervisor and date.

- c. The County will furnish and set control points with known coordinates. The County will furnish all coordinate data to lay out the job and locate benchmarks as shown on the plans. The contractor shall provide all other staking necessary for the successful prosecution of the work, including all staking necessary to facilitate the relocation of utilities. All alignment control established by the contractor shall be referenced, and a copy of the references shall be furnished to the County.
 - d. Any surveying or measurements necessary for computing pay quantities will be performed by the County. The contractor shall notify the County at least two working days prior to disturbing any areas used to calculate pay quantities.
 - e. All surveying work performed by the contractor shall be sufficient and accurate to construct the work in accordance with the contract documents. Any delays or additional costs to the project which result from insufficient or inaccurate staking or time lost for corrective action will be considered as a non-excusable and non-compensable delay.
 - f. The construction centerline shown on the plans shall be accurately established and the control points of all curves shall be referenced. If it is necessary to introduce an equation in order to match the plan stationing or if a plan equation is changed, such changes will be at the written direction of the County.
 - g. Adjustments necessary to provide accurate staking or match improvements to existing features shall be immediately brought to the attention of the County. The County will determine the nature of the discrepancy and will make revisions as necessary. The contractor shall perform any restaking required by such revisions. Any reimbursement due to the contractor for additional staking due to design errors will be based on the contractor's actual costs to perform the additional work. The County may require from the contractor any information relevant to that determination of costs.
 - h. After the centerline has been established and referenced, centerline elevations shall be taken at all stations and at any other points required to ensure the computation of accurate quantities. Centerline elevations shall be based on the plan datum. All benchmarks shown on the plans shall be checked.
 - i. In the event a difference of plus or minus 0.01 foot exists in elevation for any benchmark shown on the plans, check levels shall be run and shown in the notes. The elevations shall be corrected to plan elevation at each benchmark where any difference occurs, and shall be noted in the field notes. If a plan benchmark has been disturbed or if correction of the plan elevation is not feasible, a full explanation shall be made in the notes. The contractor shall furnish to the County a listing of benchmarks prior to beginning construction.
 - j. If original plan cross sections differ from existing conditions by an average deviation in excess of one foot, the contractor shall immediately notify the County. The County will be responsible for taking cross-sections where deviations are determined to exist.
 - k. After completing any bridge, box culvert or retaining wall staking, the contractor shall furnish to the County structural layout plan sheets which show the location of all points that have been staked. At the time of furnishing the marked layout sheets, the contractor shall meet with the County to review the layout a minimum of two working days before construction begins.
 - l. Upon completion of the project, the contractor shall provide to the County all original surveying field notes, layouts and computations in standard bound survey notebooks or in a form acceptable to the County.
- C. Method of Measurement: No measurement will be made for contractor furnished surveying and staking. This work shall be considered a lump sum unit when a pay item is provided in the contract.

- D. Basis of Payment. When a pay item is provided in the contract, Contractor Furnished Surveying and Staking will be paid for at the contract lump sum price, with the provision that the contractor has provided all of the original surveying field notes, layouts, computations and notebooks to the County.

TS-14 CLEARING AND GRUBBING

- A. Description: This work shall consist of clearing, grubbing, removing and disposing of items, debris and other objectionable matter from within the limits of right of way and easement areas, except vegetation designated to remain or to be selectively treated.
- B. Construction Requirements: The County will designate all trees, shrubs, plants and other objects that are to remain. All designated items shall be preserved. Any damage to natural terrain, vegetation or objects designated to remain shall be repaired or replaced, as determined by the County, at the contractor's expense.
- a. Clearing and Grubbing: Unless otherwise specified in the contract documents, the entire length of the project shall be cleared and grubbed to the limits and requirements specified. Clearing and grubbing shall include removal of all trees, stumps, roots and any objectionable matter resting on or protruding through the surface of the original ground, except for those items designated to remain. Clearing and grubbing shall also include removal and disposal of all debris and branches that are located in the channel, within the construction limits of the project.
- b. Clearing:
1. The limits of clearing for the roadway and channel construction shall be the construction limits where practical but in no case shall they extend beyond the easement and/or right-of-way lines or more than 10-feet beyond the construction limits.
 2. Material sites within the right-of-way or easements.
- c. Removal and Disposal of Materials:
1. The contractor shall dispose of all trees, stumps, brush, roots and all other objectionable matter removed in the clearing and grubbing process. Burial of stumps and debris will not be permitted on the right-of-way.
 2. Products of clearing and grubbing shall be removed from the right-of-way and disposed of out of sight from the roadway, provided there is no conflict with governing regulations for the wasted material. A signed, written agreement with the property owner of the disposal site shall be submitted by the contractor to the County prior to the disposal of material on that property. THE COUNTY SHALL NOT BE NAMED AS A THIRD PARTY TO THE AGREEMENT.
- d. Open Burning: Jackson County does not issue burning permits. The applications and approvals for a burning permit on this project shall be made to Lone Jack Fire Protection District and MDNR. The permit shall be posted at the project site prior to and during any burning operations.
- C. Method of Measurement: The work provided herein will not be measured for payment, but will be considered a plan quantity. The following exceptions will be made on a measured quantity basis:
- a. An authorized change in the line or grade, or appreciable deviations in the original ground elevations significantly alters the original construction limits of the contract. A partial check of existing ground elevations will be made at the time slope stakes are set, and of the finished work for deviations in the grade, width or slope from the authorized grade or typical section.

- b. Authorized alterations or corrections to the plans provide additional work outside the original construction limits of the contract and will materially affect the final payment quantity.
 - c. Appreciable errors within the original limits of construction, if the contractor provides written notification, and measurements of the proposed change to the County prior to commencing clearing operations. The County will accept or reject the changes by the close of the next business day.
- D. Basis of Payment: Clearing and grubbing will be paid for at the contract unit price based on plan quantity. If additional clearing and grubbing is required outside the initial contract work, payment for that clearing and grubbing will be made per tenth of an acre at the contract unit price.

TS-15 TREE CLEARING RESTRICTION

- A. The project is within the known breeding range of the federally endangered Indiana bat (*Myotis sodalists*) and the Northern long-eared bat (*Myotis septentrionalis*). To avoid possible impacts to roosting bats, tree clearing will only be allowed between November 1st and March 31st. This applies to any trees outside the construction limits as shown on the Plans. The trees shown for removal have been cleared by the Missouri Department of Conservation (MDC) and may be removed at any time.
- B. Basis of Payment. No direct pay shall be provided for any labor, equipment, time, or materials necessary to complete this work. The Contractor shall have no claim, or basis for any claim or suit whatsoever, resulting from compliance with this provision.

TS-16 REMOVAL OF IMPROVEMENTS

- A. Description: This work shall consist of removing and disposing of all existing improvements for roadway contracts from the right-of-way and within the limits of any construction easement outside the right-of-way, except improvements designated to remain in place or to be removed under other items of work.
- B. Removal of improvements shall include removing all drainage structures (inlets, culverts, pipes), pavement, surfacing and base courses, curb, gutter, sidewalks, house walks, steps, retaining walls, foundation walls, columns, footings, concrete floors, cisterns, catch basins, uncontaminated storage tanks, manholes, drainage and sewer pipes, water and gas main pipes, signs, fences, scattered or piled bricks, stones, broken masonry, rubbish, debris, outdoor advertising signs, etc., from existing improvements.
- C. The plans may not show a complete list of all items to be removed. There may be an undetermined number of abandoned utilities, basement or foundation walls, columns, footings or other improvements encountered. The contractor shall determine the extent of the work to be performed under this item.
- D. Method of Measurement: This work will not be measured for payment, but will be considered a lump sum unit. The work will include the removal of all items, regardless of whether the items are shown on the plans or encountered during construction, unless the presence of the improvement encountered could not have been determined by a visual inspection prior to bidding. No deductions will be made from the quantities measured for payment of excavation where existing improvements are removed from within the limits of the sections measured for determining pay quantities of excavation.
- E. Basis of Payment: Removal of Improvements will be paid for at the contract lump sum price.

TS-17 UNCLASSIFIED EXCAVATION

- A. Description: This work shall consist of the removal of all material encountered regardless of its nature. All material excavated will be considered as Unclassified Excavation unless otherwise specified in the Contract Documents.
- B. Method of Measurement: This work will not be measured for payment. The quantities of unclassified excavation for which payment will be made will be those shown in the contract, provided the project is constructed essentially to the lines and grades shown on the plans. A partial check of existing ground elevations will be made at the time slope stakes are set, and of the finished work for deviations in the grade, width or slope from the authorized grade or typical section.
- C. Basis of Payment: Payment will be made at the contract unit price per cubic yard for the applicable item of Unclassified Excavation.

TS-18 CLASS 4 EXCAVATION

- A. Description: This work shall consist of the necessary excavation for the construction of the box culvert, removal and disposal of all excavated material, backfilling around the completed structure, and all related work.
- B. Construction: The limits of the Class 4 Excavation are shown in the plan details. Excavated material that is unsuitable for backfill and embankments, and excess material not required for either, shall be disposed of. Excavated material shall not be placed into the channel of a stream.
- C. Method of Measurement: Measurement of Class 4 Excavation for box culverts classified as bridges will be made to the nearest cubic yard for each structure of that volume of material removed from within the area bounded by the limits identified in the plan details. This work will not be measured for payment. The quantities of Class 4 Excavation for which payment will be made will be those shown in the contract.
- D. Basis of Payment: Payment will be made at the contract unit price per cubic yard for the applicable item of Class 4 Excavation.

TS-19 EMBANKMENT

- A. Description: This work shall consist of constructing embankments, including preparation of the area upon which the embankment is to be placed, constructing dikes and berms, placing and compacting suitable materials, as herein defined, procured from excavations made on the project site or from borrow areas as required to complete the grading work.
- B. Starting the Embankment: Where embankments, regardless of height, are placed against hillsides or existing embankments, either of which have a slope steeper than 1 vertical to 4 horizontal, the existing slope shall be benched or stepped in approximately 24-inch rises as the new fill is brought up in 8-inch maximum layers or lifts. The material bladed out, the bottom of the area cut into, and the embankment material being placed, shall be compacted to the required density. Material cut out, bladed into place and compacted shall not be measured and paid for directly but will be considered as incidental work.

The existing surface upon which embankment material is to be placed shall have all unstable and unsuitable material removed before starting the embankment work. Where embankments two (2) feet or less in depth are to be placed on areas covered by existing pavement, the existing pavement shall be removed and the cleared ground surface shall be compacted to the specified density. Where embankments greater than two (2) feet in depth are to be placed on areas covered by existing pavement, the existing pavement shall be broken into pieces no larger than 18-inches maximum dimension, left in place and the embankment started thereon.

- C. Placing Earth Embankment: Earth shall be placed in successive horizontal layers distributed uniformly over the full width of the embankment area. Each layer of material shall not exceed 8-inches maximum in thickness (loose state) and shall be compacted to not less than the required density before the next layer is placed thereon. As the compaction of each layer progresses, continuous blading, or dozing will be required to level the surface and to ensure uniform compaction. Embankment construction shall not be performed when material contains frost, is frozen or is snow covered.
- D. Placing Earth and Rock Embankment: When earth and stone or rock fragments are mixed in the embankment, all stones or rock fragments exceeding the thickness of the compacted lift shall be disposed of by being incorporated into the embankment outside the limit of the proposed paved areas. The thickness of the layer in these areas may be increased if necessary to accommodate the rocks, but shall not exceed 12-inches in thickness (loose state). The stones or rock fragments are to be placed so there will be no nesting.
- E. Compacting the Embankment: Before placing any embankment, the surface of the existing ground shall be prepared as specified herein, moistened as required, and the top 6-inches compacted to a density of 90 percent as prescribed by the following paragraph:

All embankment shall be compacted to a density of at least 90 percent of the maximum density for the material used as determined by ASTM D 698 with a moisture range sufficient to allow for proper compaction. In addition to the above required compaction, the subgrade between lines 1-foot outside of the curbs and within the top 6-inches of the subgrade in cut sections and the top 18-inches in fill sections shall be compacted to a density of at least 95 percent of the maximum density for material used as determined by ASTM D 698 and with a tolerance of $\pm 3\%$ of the optimum moisture at maximum density. All work involved in either adding moisture to or removing moisture from embankment materials to within these moisture limits shall be considered incidental to the completion of the grading operation.
- F. Moisture – Density Determination: In-place density and moisture content of the embankment will be determined by an acceptable method as approved by the County.
- G. Finishing: In areas where seeding is proposed, the upper 12-inches of the surface area shall be earth material free of rocks greater than 1-inch in diameter. The top 6-inches shall be topsoil suitable for sustaining grass.
- H. Method of Measurement: This work will not be measured for payment. The quantities of embankment for which payment will be made will be those shown in the contract, provided the project is constructed essentially to the lines and grades shown on the plans. A partial check of existing ground elevations will be made at the time slope stakes are set, and of the finished work for deviations in the grade, width or slope from the authorized grade or typical section.
- I. Basis of Payment: Payment will be made at the contract unit price per cubic yard for the applicable item of Embankment.

TS-20 CONTRACTOR FURNISHED BORROW

- A. Description: This work will consist of providing approved borrow material required for the construction of embankment or for other portions of the work, and shall be obtained either from borrow areas shown on the plans or from areas designated or approved by the County. The contractor shall notify the County sufficiently in advance of opening any borrow areas so the necessary cross sections or measurements may be taken. A signed, written agreement with the property owner of the borrow site shall be submitted by the contractor to the County prior to excavating any material on that property. THE COUNTY SHALL NOT BE NAMED AS A THIRD PARTY TO THE AGREEMENT.
- B. If sources of material are not designated on the plans or described in the contract, or if the contractor desires to use material from sources other than those designated, the contractor shall acquire the necessary rights to take material from the sources and shall pay all costs related thereto, including any that may result from an increase in length of haul. All costs of exploring, meeting environmental requirements and developing such other sources shall be at the contractor's expense. Environmental compliance documentation shall follow MoDOT requirements for contractor furnished borrow, and shall be submitted to the County for review and approval. The use of material from other than designated sources will not be permitted until representative samples taken by the contractor in the presence of the engineer have been approved and written authority is issued for the use thereof. If sources of material or material deposits are provided by the contractor, the engineer will test the samples and determine the suitability of the material.
- C. Environmental Clearances: Environmental clearances under applicable federal and state laws and regulations will include, but are not limited to the following: Clean Water Act (COE and MDNR), the Endangered Species Act (USFW and MDC), the National Historic Preservation Act (SHPO), the Farmland Protection Act (NRCS), Resource Conservation and Recovery Act (MDNR), Comprehensive Environmental Response (MDNR), Compensation, and Liability Act (MDNR) and RSMo Chapter 194, Section 194.400 Unmarked Human Burial Sites (SHPO). Certification shall be obtained in advance of the proposed use of a borrow site and furnished to the County. Certification shall include clearance letters and other evidence of coordination from the appropriate regulatory agencies as attachments. Guidelines for obtaining environmental clearances for contractor furnished borrow sites may be obtained from the project contact as designated in the contract proposal.
- D. Method of Measurement: This work will not be measured for payment. The quantities of contractor furnished borrow for which payment will be made will be those shown in the contract, provided the project is constructed essentially to the lines and grades shown on the plans. A partial check of existing ground elevations will be made at the time slope stakes are set, and of the finished work for deviations in the grade, width or slope from the authorized grade or typical section.
- E. Basis of Payment: Payment will be made at the contract unit price per cubic yard for the applicable item of Contractor Furnished Borrow.

TS-21 FLOW DIVERSION

- A. Description: The work will consist of designing, installing, operating, maintaining, removing, and disposing of a temporary stream diversion as needed to move stream flow through or around a project area to isolate construction activities from contact with stream flow and prevent impacts on water quality from the construction work.

The scope of work will include building and maintaining the temporary stream diversion (channel, pipe, bypass pump, or other approved method), flow barriers (cofferdams), and temporary erosion and sediment controls, as well as removing all such temporary works after they have served their

purposes and properly stabilizing the area. The scope of work will also include dewatering activities for the construction area, as needed. The work will be planned to minimize the length of time the temporary stream diversion will be used.

- B. Existing Stream Flow: The County has determined that the normal stream flow is approximately 1,400 gallons per minute.
- C. Method of Measurement: This work will not be measured for payment. The materials required to complete the work, including additional easement (if needed) are the responsibility of the Contractor.
- D. Basis of Payment: The costs for the design, installation, operation, maintenance, removal, disposing, including but not limited to all labor, materials, and incidentals required for the Flow Diversion shall be **SUBSIDIARY** to the unit price of Double 10' x 8' RCB Culvert.

TS-22 TEMPORARY TRAFFIC CONTROL

- A. Description: This work shall consist of furnishing, installing, operating, maintaining, cleaning, relocating and removing temporary traffic control devices and equipment, and the removal and relocation or covering and uncovering of existing signs and other traffic control devices in accordance with the contract documents or as directed by the County. For purposes of this specification, the work zone will be defined as the area between the first and last temporary traffic control device as shown on the plans for the work being performed.
- B. Safety Requirements: All traffic control devices shall be in accordance with the MUTCD and any applicable safety and design codes.
- C. Construction Requirements:
 - a. Performance and operational aspects of the devices shall be in accordance with the latest editions of the MUTCD and the Missouri Quality Standards for Temporary Traffic Control Devices.
 - b. All traffic control devices shall be removed as soon as practical when the devices are no longer needed. When work is suspended for short periods of time, traffic control devices that are no longer appropriate shall be turned away from traffic, removed or covered. All temporary traffic control devices shall be removed after the completion of construction and shall remain the property of the contractor unless specified otherwise. All permanent traffic control devices that are in conflict with temporary traffic control devices shall be covered or removed as shown on the plans or as directed by the County. Upon completion of the work, all permanent traffic control devices to remain in place shall be restored to original condition.
 - c. The contract will indicate the minimum requirements for traffic control. With the County's approval, the contractor may add to the traffic control plan any temporary traffic control devices or services the contractor considers necessary to adequately protect the public and the work. Device quantities may be adjusted accordingly.
 - d. All changes to the traffic control plan resulting from contractor staging revisions, including proposed total road closures for the contractor's convenience, shall be submitted in writing to the County for review and acceptance prior to implementation. Device quantities may be adjusted accordingly.
 - e. If the County determines the need for additional traffic control devices not included in the traffic control plan, the contractor will be notified in writing to provide the additional devices.

Reimbursement for authorized changes to the traffic control plan will be presented to the County for review and approval, unless covered by contract unit prices.

- f. The contractor shall monitor traffic flow through the project and verify that all traffic control devices are in place and functioning properly during both daytime and nighttime conditions, as applicable. If the contractor determines that a deficiency in any traffic control device exists, the contractor shall take corrective action. No additional payment will be made for the corrective action.
 - g. As soon as possible after observing a traffic control deficiency, the County will report the deficiency to the contractor, either verbally or in writing. After receiving notification, if the contractor does not make corrections within an agreed upon timeline, order records or suspension of the work may occur. Regardless of the severity of the deficiency, corrections shall be made as soon as possible to maintain a quality work zone. The severity of a deficiency will be categorized as follows:
 - 1. Category 1 – Presents an immediate danger to the traveling public or workers and needs to be addressed immediately. A Category 1 deficiency shall be corrected within one (1) hour.
 - 2. Category 2 – The situation doesn't pose an immediate threat to either the public or the workers, but can impact the proper functioning of the work zone. A Category 2 deficiency shall be corrected within twenty-four (24) hours.
 - 3. Category 3 – The situation doesn't impact the functioning of the work zone but is more of a maintenance or aesthetic issue. A Category 3 deficiency shall be corrected within ninety-six (96) hours.
 - h. The contractor shall provide written notice to the County of any pedestrian or vehicular accident when physical evidence or other information suggests an accident has occurred in the work zone. The contractor shall obtain and provide to the County copies of law enforcement accident reports for any accidents in the work zone.
- D. Method of Measurement:
- a. Measurement of Barricades (Type III w/ Flashers) shall be per each.
 - b. Measurement of Construction Signs shall be per square feet of each sign as shown in the plans. The posts are **SUBSIDIARY**.
- E. Basis of Payment: Basis of Payment for Barricades (Type III w/ Flashers) and Construction Signs shall be paid for by contract unit bid price.

TS-23 FOUNDATION STABILIZATION

- A. Description: This work shall consist of constructing a stabilized foundation to construct the culvert by placing and compacting suitable materials in the areas of deep voids and when unsuitable materials if they are encountered.
- B. Construction: The unsuitable material under the culvert as shown on the plans up to a depth of 3-feet below the bottom of the leveling pad, shall be removed. The County shall determine if the remaining material is acceptable to construct the foundation stabilization or an additional material shall be removed. The excavated material shall not be placed into the channel of a stream.

- C. Foundation Stabilization Material: The aggregate used for backfill material may consist of gravel and crushed stone, commonly referred to as "4-inch Minus". The requirements for the gradation of the material will apply to all potential uses of this material, unless otherwise specified on the plans or in the contract documents.

Sieve Size	Percent Passing by Weight
4 inch	100
1-1/2 inch	85 – 80
3/4 inch	55 – 45
No. 4	20 - 10
No. 40	0 – 60
No. 200	0 – 10

- D. Construction Requirements: The aggregate material shall be placed in maximum of 12-inch lifts to the elevation at the bottom of the leveling pad. The material shall be compacted to 95% of Standard Proctor.
- E. Method of Measurement: The area shall be measured to the nearest cubic yard.
- F. Basis of Payment: Payment will be made at the contract unit price per cubic yard for the applicable item of Foundation Stabilization. The excavation of the unsuitable material will be made at the contract unit price per cubic yard for the applicable item of Class 4 Excavation.

TS-24 LEVELING PAD FOR PRECAST AND CAST-IN-PLACE RCB CULVERTS

- A. Description: This work shall consist of furnishing and placing a compacted aggregate leveling pad as a base for the placement of the precast culvert and end sections in accordance with these specifications, and as shown on the plans or as directed by the County.
1. Precast Concrete Box Culvert and Precast End Sections: The culvert leveling pad shall be six (6) inch thick compacted MoDOT Type 1 aggregate base.
 2. Cast-in-Place Box Culvert and Cast-in-Place End Sections: The culvert leveling pad shall be a combination of three (3) inch thick Class B concrete over a three (3) inch thick compacted MoDOT Type 1 aggregate base.
- B. Material:
- a. Aggregate: Material for Type 1 aggregate base shall be crushed stone. The aggregate shall not contain more than 15 percent deleterious rock and shale. The fraction passing No. 40 sieve shall have a maximum plasticity index of six. Any sand, silt and clay and any deleterious rock and shale shall be uniformly distributed throughout the material. The gradation shall be as follows:

Sieve	Percent by Weight
Passing 1-inch	100
Passing 1/2-inch	60 – 90
Passing No. 4	35 – 60
Passing No. 30	10 – 35

- b. Concrete: The concrete used for the cast-in-place box culverts shall be Class B per the requirements of MoDOT Specifications Section 501.
- C. Construction Requirements:
- a. Placing Aggregate Base: The contractor shall place base material on the stabilized foundation

as shown to the thickness as shown in the plans. The maximum compacted thickness of any one layer shall not exceed 6 inches. If the specified compacted depth of the base course exceeds 6 inches, the base shall be constructed in two or more layers of approximately equal thickness.

- b. Shaping and Compacting Aggregate Base: Segregated surface areas constructed of Type 1 aggregate base may be corrected by adding and compacting limestone screenings of such gradation and quantity as required to fill the surface voids, and firmly bind the loose material in place. Type 1 aggregate base used for shoulders shall be compacted to a minimum 95 percent of standard maximum density.
- c. Forms for Concrete: Forms for concrete shall be built true to the lines and grades specified. The forms shall be sufficient in strength to prevent deformation during the placement of the concrete.
- d. Placing Concrete: Concrete shall be placed in the form in layers as near the final position as practical with minimum handling. Vibrators shall not be used for moving concrete nor shall vibrators penetrate or disturb previously placed layers of concrete after initial set. Vibration shall not cause segregation of the material.

Where placing operations involve dropping the concrete more than five (5) feet, the concrete shall be deposited as approved by the County to avoid segregation and contamination.

The surface of the leveling pad shall be broom finished, but shall not change the lines or grades of the leveling pad.

- D. Method of Measurement: Final measurement of the completed leveling pad will not be made except for authorized changes during construction, or where appreciable errors are found in the contract quantity. Where required, measurement of aggregate base course or combination aggregate / concrete course, complete in place, will be made to the nearest square yard.
- E. Basis of Payment: The costs for the placement, compacting, shaping, forming, pouring, finishing, and maintenance, removal, disposing, including but not limited to all labor, materials, and incidentals shall be paid at the unit price for Culvert Leveling Pad.

TS-25 REINFORCED CONCRETE BOX CULVERT AND REINFORCED CONCRETE END SECTIONS

- A. Description: This work shall consist of furnishing and installing precast concrete box culverts and end sections as shown on the plans or as directed by the County. The Contractor has the option to construct the box culvert as a cast-in-place structure using MoDOT standard details provided in the plans.
- B. Construction Materials:
 - a. Reinforcing Steel: All reinforcing steel shall be epoxy coated in accordance with MoDOT Section 710.
 - b. Precast Structure: The construction materials shall be defined by the manufacturer of the precast structure. The minimum strength of the concrete shall be 5,000 psi. The yield strength of the reinforcing steel or reinforcement mesh shall be 60,000 psi.
 - c. Cast-in-Place Structure: MoDOT Section 703, Concrete Masonry Construction. All material shall be in accordance with Division 1000, Material Details.

C. Acceptance of Precast Structure: The following procedures have been established for the acceptance of precast reinforced concrete culverts. Shop drawings shall be submitted for review and approval to the County. The approval shall only cover the general design features, and in no case shall this approval be considered to cover errors or omissions in the shop drawings. The County has the option of inspecting the precast units during fabrication or requiring the fabricator to furnish a certification of contract compliance and substantiating test reports. In addition, the reports shown below shall be required.

- a. Certified mill test reports.
- b. Test reports on concrete cylinder breaks.

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

D. Subgrade Preparation and Bedding: The excavation and backfilling for the box culvert and end sections shall be in accordance with Class 4 Excavation and Embankment, except a leveling pad of granular material six (6) inches thick shall be placed immediately below the elevation of the bottom of the box and end sections. The granular material shall be MoDOT Type 1 aggregate for base and shall be placed to extend at least 18-inches on each side of the structure. The bedding shall be compacted to provide uniform support for the bottom of the box and end sections. The leveling pad for the cast-in-place section shall be a combination of three (3) inches of Class B concrete over three (3) inches of MoDOT Type 1 aggregate base.

E. Precast Structure Placement: The individual box section shall be placed as shown on the plans with the groove end upstream and the spigot end extended full length into the adjacent downstream section of box.

F. Precast Joints:

- a. All joints between individual box sections shall be sealed with an approved plastic joint compound or a tubular joint seal. Trowel grade compounds shall be applied to both mating surfaces. Rope or tape-type plastic joint compounds and tubular joint seals shall be applied in accordance with the manufacturer's recommendations. Excess compound shall extrude from both the inside and outside of the joint when box sections are assembled. Excess compound shall be removed from the interior surface. The joint gap between individual box sections shall be uniform for the full perimeter.

- b. The top and sides of the joints shall be covered using a 12-inch minimum width soil tight adhesive wrap per the manufacturer's recommendation.

G. Precast Lift and Core Holes: Lift holes shall be filled with expansive mortar or tapered precast mortar plugs to provide a permanent watertight section, and shall be finished flush on the inside of the box. Lift and core holes are to be sealed with approved materials. Filter cloth at joints may be extended to cover patched holes in lieu of sealing.

H. Precast Multi-Cell Box Culverts: When multi-cell box culverts are used, a 1 1/2-inch minimum space shall be left between the adjacent precast sections. Following the installation of the end sections, the 1 1/2-inch space between the parallel sections shall be entirely filled with flowable fill. After the flowable fill has attained sufficient strength, sections shall be backfilled in accordance with Embankment.

The double cell 10' x 8' box culvert with precast end sections will require approximately seven (7)

cubic yards of flowable fill material to fill the void between the structures. This quantity includes a 15% increase for joint voids and uneven leveling pad. The cost for the batching, delivery, bulkheads, placement, and other incidental work is **SUBSIDIARY** to the cost of the Double Cell 10' x 8' RCB Culvert.

- I. Cast-in-Place Construction: Shall conform to the requirements of MoDOT Standard Specifications Section 703.
- J. Method of Measurement: Final measurement will not be made except for authorized changes during construction or where appreciable errors are found in the contract quantity.
- K. Basis of Payment: The accepted quantities for the Double Cell 10' x 8' RCB Culvert, complete in place will be paid for at the contract unit price for each of the pay items included in the contract. The lengths are independent to the type of structure built in the field.

TS-26 REINFORCED CONCRETE TOEWALL

- A. Description: This work shall consist of constructing a reinforced concrete toewall for reinforced concrete box culverts in accordance with these specifications, as shown on the plans or as directed by the County.

- B. Construction Material:

- a. Reinforcing Steel (Epoxy Coated): The material shall be in accordance with ASTM A 775/A 775M except as otherwise specified herein or shown on the plans. The reinforcing steel shall have a minimum yield strength of 60,000 psi. In addition, the coated bars shall not be spliced except as shown on the plans.

Patching or repair material shall be compatible with the coating, inert in concrete and in accordance with the epoxy resin manufacturer's recommendations. The material shall be epoxy and be suitable for application at the plant or in the field to uncoated areas and damaged areas of the coating.

- b. Concrete:

- 1. Coarse Aggregate: All coarse aggregate for concrete shall consist of sound, durable rock, free from objectionable coatings and frozen and cemented lumps. The percentage of deleterious substances shall not exceed six percent (6%). For crushed stone, the percentage of wear shall not exceed 50 when tested in accordance with AASHTO T 96.
 - 2. Fine Aggregate: The fine aggregate for concrete shall be a fine granular material naturally produced by the disintegration of rock of a siliceous nature, or shall be manufactured from an approved limestone. Fine aggregate shall be free from cemented or conglomerated lumps and shall not have any coating of injurious material.
 - 3. Cement: All Portland cement shall be in accordance with AASHTO M 85 with the following modifications:
 - i. Specific surface, fineness, for all Type I Portland cements shall not exceed 430 m²/kg using Air permeability test. Maximum fineness limits do not apply if the sum of C3S + 4.75C3A is less than or equal to 90.
 - ii. When slag cement is used as an inorganic processing addition, loss on ignition shall be corrected in accordance with the ASTM C 114 and reported on mill test reports.

All hydraulic cement shall be in accordance with ASTM C 1157.

All blended hydraulic cement shall be in accordance with Type IP, IS, IL, of AASHTO M 240 with the following modification that chemical composition shall be provided and tolerances checked in with Section 7.1.1 of AASHTO M 240 and allowable constituent amounts of Type IP, IS, IL, and IT cements are within the specified limits listed below:

- i. Type IP cement shall have a pozzolan constituent up to 25 percent by mass of the blended cement. Type IP cements, in which the pozzolan constituent is metakaolin or silica fume, shall be a maximum of 15 or 8 percent respectively.
- ii. Type IS cement shall have a limestone constituent up to 15 percent by mass of blended cement.
- iii. Type IL cement shall have a limestone constituent up to 15 percent by mass of blended cement.
- iii. Type IT cement shall have a slag cement, limestone and pozzolan constituent up to 40 percent by mass of the ternary blended cement. The maximum constituent requirements shall be in accordance with the same constituent as Type IP, IS, or IL or some combination up to 40 percent.

4. The concrete shall meet the requirements of Class B-1.

C. Construction Requirements:

- a. Reinforcing steel shall be protected from damage at all times. When placed in the work and before concrete is placed, reinforcing steel shall be free from dirt, oil, paint, grease, loose mill scale, thick rust, any dried mortar and other foreign substances. A thin layer of powdery rust may remain. All reinforcing steel shall be held securely in correct position with approved metal or plastic bar supports and ties. Reinforcing bars shall be positively secured against displacement. The steel shall be tied in the correct position with proper clearance maintained between the forms and the reinforcement. The contractor shall construct the unit as shown on the plans. Measurements to reinforcing steel will be made to the centerline of bar, except where the clear distance from face of concrete is shown on the plans.
- b. Forms for concrete shall be built true to the lines and grades specified, and shall be mortar-tight and of sound material adequate to prevent distortion during the placing and curing of concrete. All concrete shall be formed unless otherwise specified. If during or after placing the concrete the forms sag or bulge, the affected concrete shall be brought to the attention of the County. The County shall have the option to accept the toewall as constructed or require the Contractor to have the concrete removed, the forms realigned and new concrete placed. Construction camber to accommodate shrinkage or settlement impairing the strength of the structure by the reduction of depth will not be permitted. The forms shall be designed for following minimum criteria: a fluid pressure of 150 pounds per cubic foot, and for a live load of 50 pounds per square foot on horizontal surfaces and 30 pounds per square foot on vertical surfaces for impact and vibration.

After forms have been removed, the area adjacent to the concrete toewall shall be backfilled with suitable material, compacted, and finished to the satisfaction of the County.

- D. Method of Measurement: This work will not be measured for payment. The materials required to complete the work, including additional easement (if needed) are the responsibility of the Contractor.
- E. Basis of Payment: The costs for labor, materials, excavation, forming, reinforcing steel, drilling for the

"L" bars, pouring, stripping, and backfilling for the Reinforced Concrete Toewall shall be **SUBSIDIARY** to the unit price of Double 10' x 8' RCB Culvert.

TS-27 FLOWABLE BACKFILL / CONTROLLED LOW STRENGTH MATERIAL (CLSM)

- A. Description: This work shall consist of preparing and placing a mixture of portland cement, fly ash (optional), fine aggregate, water, and admixtures proportioned to a consistency to fill voids without vibration. This material is to be used to fill the void between the cells of the precast box culvert and precast end sections.
- B. Material:
1. Cement: The portland cement shall conform to ASTM C 150, Type 1 or Type II.
 2. Fly ash: Fly ash, when used, shall conform to the requirements of ASTM C 618 Class C or F.
 3. Fine Aggregate: Fine aggregate shall conform to ASTM C 33.
 4. Mixing Water: Mixing water shall conform to ASTM C 1602.
 5. Admixtures: Air entrainment, when used, shall conform to ASTM C 260. Water reducing admixtures, when used, shall conform to ASTM C 494. All other admixtures shall only be used when approved by the Engineer.
 6. Other materials: Proposed replacement or supplementary materials shall be approved by the County and in conformance with current NRMCA or ACI guidelines for CLSM.
- C. Construction Requirements:
1. Flowable Backfill (CLSM) compressive strength testing results are required for approval of mix design prior to placement of flowable backfill. Compressive tests are to be conducted at 7 and 28 days in accordance with ASTM D 4832. CLSM shall have a minimum and maximum 28-day design compressive strength of 75 psi and 150 psi, respectively. The unit weight of the CLSM shall range between 105 to 125 lbs. per cubic foot. All tests necessary for determining conformance with the requirements specified herein will be at the Contractor's expense.
 2. Flowable Backfill (CLSM) shall be constructed to the configuration and the lines and grades shown on the plans, or as directed by the County. No additional payment will be allowed for placement beyond these limits.
 3. The producer may cut back on the quantity of water incorporated during batching with the approval of the County. Additional water may be added on-site to achieve the intended consistency.
 3. No Flowable Backfill (CLSM) shall be placed on frozen ground or in standing water.
 4. When the ambient temperature is either falling or forecasted to fall below 35° F within 24 hours of its proposed placement time, the Contractor may submit the use of cold weather methods for approval by the County.
 5. Care shall be taken to prevent the movement of any conduit, pipe or structure from the designated location or intrusion of flowable backfill into undesirable locations. If such movement or intrusion occurs, the County may require the affected structure to be excavated and replaced to the proper

grade at the Contractor's expense.

6. The Contractor shall place bulkheads at upstream and downstream ends of the culvert to contain the flowable fill. Air vents may be required to release trapped air and fill all voids
 7. If flowable backfill is placed in more than one layer, loose and foreign material shall be removed prior to placing the next layer.
 8. No flowable backfill shall be covered or accepted until a minimum compressive strength has been attained, as demonstrated by failure to deform or crush underfoot. If the flowable backfill does not harden to required strength, the flowable backfill shall be removed and replaced with an acceptable material at the Contractor's expense. Acceptance of the flowable backfill shall be based on visual inspection.
 9. Random compressive strength testing may be conducted at the County's expense to verify compliance with strength requirements. Compressive tests shall be in accordance with ASTM D 4832.
- D. Method of Measurement: This work will not be measured for payment. The materials required to complete the work, including bulkheads (if needed) are the responsibility of the Contractor.
- E. Basis of Payment: The costs for the batching, delivery, placement, including but not limited to all labor, materials, and incidentals required for the flowable backfill shall be **SUBSIDIARY** to the unit price of Double Cell 10' x 8' RCB Culvert.

TS-28 ROCK BLANKET (TYPE 2)

- A. Description: This work shall consist of constructing a protective blanket of rock on slopes or stream banks.
- B. Material: The material for rock blanket shall be durable stone containing a combined total of no more than 10 percent of soil, sand, shale or non-durable rock. The material shall contain a large percentage of pieces as large as the thickness of the blanket will permit, with enough smaller pieces of various sizes to fill the larger voids. On Type 2 Rock Blanket, at least 60 percent of the mass shall be of pieces having a volume of one cubic foot or more. Acceptance of quality and size of material will be made by visual inspection at the job site.

The geotextile fabric under the rock blanket shall be a permanent erosion control geotextile. The minimum permittivity shall be 1.0 sec^{-1} . The material shall be AASHTO Class 1.

- C. Construction Requirements: A trench at the toe of the slope shall be excavated to the depth shown on the plans, or to a depth of 2 feet if not otherwise shown. The slopes shall be in accordance with the proper cross section and shall be compacted to a uniform density as required for adjacent material.

Once the trench is excavated, the Contractor shall permanent erosion control geotextile. Care should be taken not to rip the material and should be stapled into place to prevent slippage as per the manufacturer's recommendation.

The rock shall be placed in the trench, to the specified thickness, elevation and extent, and manipulated such that most of the flat sides are in contact, thereby eliminating large voids. The finished surface of the blanket shall present an appearance free from segregation and with a

proportionate quantity of the larger pieces showing.

- D. Method of Measurement: Measurement will be made to the nearest cubic yard of material in place in the completed blanket.
- E. Basis of Payment: The cost of Rock Blanket (Type 2) shall include all labor, materials, excavation, geotextile fabric, placement, forming, and compacting the rock for the unit price as provided in the Bid.

TS-29 WOVEN WIRE FENCE

- A. Description: This work shall consist of furnishing and erecting woven wire fence and gates as shown on the plans or as directed by the County.
- B. Construction Requirements:
 - a. Posts: The posts shall be set plumb, true to line and grade. Wood corner, end, brace and pull posts shall be set in drilled or dug holes and backfilled with soil thoroughly tamped around the post. Steel corner, end, brace and pull posts and braces shall be set in concrete footings. Concrete for the footings shall be Class B concrete. The concrete footing shall be a uniform thickness around the post and shall have a cone or dome shaped top. Steel and wood line posts may be driven in lieu of setting the posts in drilled or dug holes. If the contractor elects to drive the line posts, the posts shall be of the length and driven to the depth shown on the plans. If the posts cannot be driven to the correct depth, posts shall be removed and placed in dug or drilled holes and set with the appropriate backfill. Posts damaged during installation shall be removed and replaced at the contractor's expense.
 - b. Wood Line Posts: Wood line posts that are to be driven shall be pointed before being treated. If surfaces of treated wood posts have been damaged, or if framing at the site is required, the damaged or resulting untreated surfaces shall be field treated with two coats of commercially available preservative of the same type used for the original treatment. The second coat shall be applied after the first coat is absorbed. Creosote preservative shall be hot when applied.
 - c. Corner Posts: The corner post assemblies shall be set at all horizontal angle points greater than 15 degrees in the line of fence. Pull post assemblies shall be set at all vertical angle points greater than 15 degrees but at no greater than 660-foot intervals.
 - d. Woven Wire Fabric: Fabric and barbed wire shall be pulled taut before attaching to any line post. The bottom of the fabric shall be no more than 3 inches above the ground at any point and necessary excavation along the fence shall be performed to obtain the specified clearance. Filling of depressions will not be permitted except where approved by the engineer. Spaces left by depressions shall be filled with strands of barbed wire as shown on the plans.
 - e. Gates: Drive gates shall have an approximate full circle opening swing. The filler fence material shall be woven wire fabric of the same material as used for the fence.
- C. Method of Measurement: Measurement of woven wire fence will be made to the nearest linear foot, measured along the slope of the fabric, but will not include gates. Measurement for gates will be made for each unit assembled, installed and complete in place. Double drive gates will be considered a single unit.
- D. Basis of Payment: The accepted quantity for woven wire fence and gates, complete in place, will be paid for at the contract unit price for each of the pay items included in the contract. No direct payment

will be made for post hole excavation, backfilling, clearing of fence rows, trenching for fabric, placing extra strands of barbed wire for depressions, and all other incidental work or material.

TS-30 BARBED WIRE FENCE (TEMPORARY)

- A. Description: This work shall consist of furnishing, erecting, and removing 3-strand barbed wire fence as shown on the plans or as directed by the County to temporarily secure the property for livestock.
- B. Material:
 - a. Wire: Provide zinc-coated and aluminum-coated steel barbed wire that complies with AASHTO M 280. All barbed wire shall have dual line wires, each of 0.1 inch minimum nominal diameter, with four point round wire barbs, 0.08 inch minimum nominal diameter wire, at a nominal spacing of 5 inches. The dual line wires must have a unidirectional twist and have the barbs applied to one line wire only unless they are interwoven through the line wires.
 - b. Steel Posts: Steel posts shall be in accordance with AASHTO M 181. Corner, end and pull posts shall be pipe of the sizes and weights shown on the plans. The barbed wire fence (temporary) shall use 7-foot tall steel studded "T" posts. Posts shall have a nominal weight of 1.33 pounds per linear foot and a minimum weight of 1.28 pounds per linear foot, exclusive of anchor plate. The "T" posts shall be green with white tip.
 - c. Tie Material: All tie material shall be in compliance with the manufacturer's recommendations.
- C. Construction: The Contractor shall confine activities and operations to the area immediately adjacent to the location as indicated on the Plans. The Contractor shall install the temporary fencing prior to removal of any existing fencing. The temporary fencing and appurtenances shall be maintained, repaired, or replaced until such time that the permanent fence is in place (or until the temporary fence is no longer required). At the discretion of the County, temporary fencing may be erected without concrete footings, pull posts, corner posts, etc. Remove the temporary fencing and appurtenances from the project site, when directed by the County. Temporary fencing materials will remain the property of the Contractor.
- D. Method of Measurement: Measurement of barbed wire fence (temporary) will be made to the nearest linear foot, measured along the slope of the fabric.
- E. Basis of Payment: The accepted quantity for barbed wire fence (temporary), complete in place, will be paid for at the contract unit price. No direct payment will be made for post hole excavation, backfilling, clearing of fence rows, trenching for fabric, and all other incidental work or material.

TS-31 AGGREGATE BASE COURSE

- A. Description: This work shall consist of furnishing and placing a compacted aggregate base course on a prepared subgrade in accordance with these specifications, and as shown on the plans or as directed by the County.
- B. Material: Material for MoDOT Type 5 aggregate base shall be crushed stone or reclaimed asphalt. The aggregate shall not contain more than 15 percent deleterious rock and shale. The fraction passing No. 40 sieve shall have a maximum plasticity index of six. Any sand, silt and clay and any deleterious rock and shale shall be uniformly distributed throughout the material. The gradation shall be as follows:

Sieve	Percent by Weight
Passing 1-inch	100
Passing 1/2-inch	60 – 90
Passing No. 4	35 – 60
Passing No. 30	10 – 35
Passing No. 200	0 – 15

- C. Placing: The contractor shall place base material on the roadbed as shown in the plans. The maximum compacted thickness of any one layer shall not exceed 6 inches. If the specified compacted depth of the base course exceeds 6 inches, the base shall be constructed in two or more layers of approximately equal thickness.
- D. Shaping and Compacting: Trimmed MoDOT Type 5 aggregate base may not be reused until the material is verified as meeting the required specifications. Base material contaminated to the extent that the material no longer complies with the specifications shall be removed and replaced with satisfactory material at the contractor's expense. MoDOT Type 5 aggregate base shall be compacted to a minimum 95 percent of standard maximum density.
- E. Maintenance: The contractor shall maintain, at the contractor's expense, the required density and surface condition of any portion of the completed aggregate base until either the prime coat or a succeeding course or pavement is placed. If a prime coat is specified in the contract, the contractor will be required to apply the prime coat on any completed portion of the aggregate base as soon as practical, or as otherwise specified. The contractor will not be permitted to apply prime if the moisture in the top 2 inches of the MoDOT Type 1 aggregate base exceeds the higher of either (1) the average of the optimum moisture as determined by the Standard Compaction Test and the absorption of the plus No. 4 fraction, or (2) two-thirds of the optimum moisture as determined by the Standard Compaction Test.
- F. Method of Measurement: Final measurement of the completed aggregate base course, complete in place, will be made to the nearest tenth of a square yard for the specified thickness or to the nearest tenth of a ton independent of specified thickness.
- G. Basis of Payment: The accepted quantities of Aggregate Base Course of the thickness and type specified will be paid for at the contract unit price. Payment will be considered full compensation for water used in performing this work. When bituminous pavement cold millings are substituted for aggregate base, payment will be made for the aggregate base quantity provided in the plans, regardless of whether millings, recycled crushed concrete or the aggregate base is used. Payment will be considered full compensation for hauling of millings, cold milling operations, and all other material or labor necessary to substitute bituminous pavement millings for aggregate base.

TS-32 PRIME COAT AND TACK COAT

- A. Description: This work shall consist of furnishing of all labor, materials and equipment for the application of liquid asphalt to a prepared pavement (concrete, asphaltic concrete), or granular base as shown on the plans or as directed by the County.
- B. Material: The type and grade of asphalt material to be used as prime or tack coat shall be designated by the plans or as directed by the County. If not specified in the plans, the Contractor shall submit proposed type and grade of asphalt material to the County for review and approval. The liquid asphalt material to be used for surface preparation shall be as listed in the following table:

Material to be Treated	Application Usage	Type of Emulsion or Grade of Cutback	Application Rate (Gal/SY)	Application Temperature (°F)	Cure Time at 70°F (Hours)
Existing Asphalt or Concrete Surface	Tack	SS-1h CSS-1	0.05 – 0.12	70 – 160	1 – 6
Treated Base (Lime or Flyash) and Untreated Aggregate Base (w/Fines)	Prime	MC-30 MC-70	0.1 – 0.3	85 – 120	12 – 24

C. Construction:

- a. Pressure Distributor: The distributor shall be so designed, equipped, maintained and operated that liquid asphalt at even heat may be applied uniformly on variable widths of surface up to 15 feet at readily determined and controlled rates from 0.02 to 1.00 gallon per square yard, with uniform pressure, and with an allowable variation from any specified rate not to exceed 0.02 gallons per square yard. Distributor equipment shall include a tachometer, pressure gauges, a calibrated tank and a thermometer for measuring temperatures of tank contents. Distributors shall be equipped with a power unit for the pump, and full circulation spray bars adjustable laterally and vertically.
- b. Preparation of Existing Surfaces:
 1. Tack Coats: The existing surface shall be free of dust, loose material, grease or other foreign material at the time the tack is applied. Preparation of the surface is to be performed by the contractor before the tack is applied.
 2. Prime Coats: The surface to be primed shall be shaped to the required grade and cross section, shall be free from ruts, corrugations, segregated material or other irregularities, and shall be uniformly compacted by rolling. The surface shall be firm and slightly damp when primer is applied. Delays in priming may necessitate reprocessing or reshaping to provide a smooth compacted surface.

D. Method of Measurement: There will be no measurement for Prime Coat or Tack Coat.

E. Basis of Payment: The labor, material, mixing, and application of Prime Coat or Tack Coat is **SUBSIDIARY** to Asphaltic Concrete Pavement.

TS-33 ASPHALTIC CONCRETE PAVEMENT

- A. Description: This work shall consist of providing a bituminous mixture to be placed on a prepared base or underlying course as shown on the plans or as directed by the County. The County will be responsible for testing to assure the compaction of the material incorporated into the project.
- B. Materials: No material shall be used until it has been approved by the County. All costs associated with material testing, certification and the preparation of trial mixes to determine the job mix formula shall be the responsibility of the Contractor or material supplier. Representative samples of all materials proposed for use under these specifications shall be submitted by the Contractor or the material supplier to a properly certified testing laboratory approved by the County, for testing and the preparation of trial mixes to determine the job-mix formula. The County reserves the right to perform

additional testing to verify conformance with the requirements specified herein. These tests will be performed under the supervision of the County without cost to the Contractor, unless specified otherwise in the Contract Documents.

a. Asphalt: The asphalt cement used in the manufacture of asphalt paving mixtures shall conform to the Performance Graded system. The PG graded material used shall conform to the provincial grade used by MoDOT or as designated by the County. The provincial grade is a PG 64-28 but PG 64-22 is commonly used so either is deemed acceptable. The asphalt cement shall conform to ASTM D 6373. Sampling shall be in accordance with ASTM D 140. The Contractor or material supplier shall submit a temperature-viscosity chart showing the recommended mix and compaction temperatures for non-modified asphalts, and shall provide the specific gravity of the asphalt.

b. Aggregate: The quality of aggregates used in Asphaltic Concrete shall conform to the following:

Coarse Aggregate (Retained on the No. 4 Sieve)

LA Abrasion (ASTM C 131) 40% loss (max)
Soundness using Mag. Sulfate (ASTM C 88, 5 cycles) 18% loss (max)
Soundness using Sodium Sulfate (ASTM C 88, 5 cycles) 12% loss (max)
Total shale, clay, coal and lignite content (ASTM C 142) 1.0% by weight (max)

Fine Aggregate (Passing the No. 4 Sieve)

Organic content 1% maximum
The parent material of manufactured sand must also meet the requirements for coarse aggregate shown above.

Sampling shall be in accordance with ASTM D 75. Gradation analysis shall be in accordance with Standard Method of Test for Material Finer than No. 200 Sieve in Mineral Aggregates by Washing, ASTM C 117 and Standard Method Test for Sieve Analysis of Fine and Coarse Aggregate, ASTM C 136. All aggregate quality tests must have been run within 12 months of the submission date of a mix design.

C. Mixing and Proportioning:

a. Composition of the Mix: Asphaltic concrete mixtures shall consist of mineral aggregates and asphalt cement within the following limits for the type specified.

ASPHALTIC CONCRETE TYPE	1-01	3-01
Asphalt Cement (Percent by Weight of Total Mixture)	4 – 6	4 – 7
Aggregate – US Standard Square Sieve Size Total Percent Passing by Weight)		
1 1/2"	100	---
1"	75 – 100	---
3/4"	60 – 85	100
1/2"	---	85 – 100
3/8"	40 – 65	70 – 90
No. 4	30 – 50	50 – 70
No. 8	19 – 36	37 – 47
No. 16	13 – 26	26 – 36
No. 30	---	18 – 30
No. 50	---	12 – 22
No. 100	4 – 12	6 – 15
No. 200	2 – 10	4 – 10

In addition to the above limits, the difference between the "Percent Passing Square Mesh Sieve" of successive sieve sizes shall not exceed 25 for Types 1-01 and 3-01.

That fraction of material retained on the No. 4 sieve shall be composed of particles with not less than 75% having two or more fractured faces for Asphalt Types 1-01 and 3-01 not more than 20% by weight of that fraction shall be composed of flat or elongated particles based on a ratio of 5:1 when tested in accordance with ASTM D 4791.

It shall be noted that when the gradation varies appreciably from the single point gradation used in the mix design, the test properties of the mix will be out of specification. This condition can occur even though the gradation meets the tolerances below.

The job-mix formula shall be within the limits specified above. The maximum permissible variation from the job-mix formula, within the specification limits, shall be as follows:

Permissible Gradation Variation from Mix Design Percent by Weight of Total Mix		
US Standard Sieve Size	Type 1-01	Type 3-01
No. 4 and larger	5.0	4.0
No. 8, 16, 30, 50	4.0	3.0
No. 200	2.0	1.0

Permissible Oil Content Variation from Mix Design	
Type 1-01	Type 3-01
5.0	4.0
4.0	3.0
2.0	1.0

b. Asphalt Hot-Mix Recycling:

1. General: Except as modified herein, Reclaimed Asphalt Pavement (RAP) shall represent no more than 30% of the composition for Asphalt Type 3-01 and no more than 40% of the composition for Asphalt Type 1-01.

Recycled Asphalt Shingles (RAS) are not allowed. Recycled Asphaltic Concretes shall be designated by prefacing the type with "RC," such as "RC Type 1-01".

2. Materials Evaluation: All recycled materials shall have the following tests.

- i. A sieve analysis shall be performed on RAP in accordance with ASTM C 117, "Standard Test Method for Material Finer than No. 200 Sieve in Mineral Aggregates by Washing" and ASTM C 136, "Standard Method for Sieve Analysis of Fine and Coarse Aggregates" after extraction of asphalt.
- ii. Asphalt content analysis shall be performed for RAP in accordance with Method "A" of ASTM D 2172, "Standard Test Methods for Quantitative Extraction of Bitumen from Bituminous Paving Mixtures" where the RAP content exceeds 30%. For mixtures with RAP contents less than 30%, asphalt content may be determined using ASTM D 6307.
- iii. The asphalt cement used shall be determined as follows:
 - For RAP contents of up to 20%, the asphalt grade shall be as specified in the mix design.

- For RAP contents from 20% up to 30%, the asphalt grade shall be decreased one temperature range. For example, a design PG 64-22 would be decreased to a PG 58-28.
- For RAP contents from 30% to 50%, the asphalt grade of the new asphalt shall be determined using the procedures outlined in Asphalt Institute's Manual MS-2, latest edition, Appendix A. This would likely result in a PG 52-34.

3. Material Requirements:

- i. New asphalt cements added to the aged asphalt shall meet the requirements of this specification B.a.
 - ii. Recycling Agents, if used, shall meet the requirements of ASTM D 4552, "Standard Practice for Classifying Hot Mix Recycling Agents".
 - iii. The RAP stockpiled at the plant site shall be maintained in stockpiles separated into surface and base. The RAP shall be processed such that 100% will pass the 1-1/2 inch sieve and 90% will pass the 1-inch sieve.
 - iv. The final product shall be free of foreign matter (e.g., old planer teeth, ice, wood, soil, broken sewer castings, loop detector wire, protective membranes, rubberized joint filler materials and foil turn lane markers, trash, debris, etc.).
4. Mix Design Requirements: The necessary steps for a final mix design for recycled mixtures shall be done in accordance with the Asphalt Institute's Manual MS-2 latest edition in the appendix entitled "Mix Design Using RAP". If there is a change in the RAP percentage from the original amount of RAP in the mix design, a new mix design must be submitted.
5. Asphalt Plant Requirements: All delivery tickets shall designate the type of recycled mix, (RC-Type 1-01, or RC-Type 3-01).
- c. Mix Design Criteria: Laboratory Test Specimen(s) of Type 1-01 and 3-01 mixes, combined in proportions of the job-mix formula, shall be prepared and tested in accordance with AASHTO T 245 and the volumetric properties of the compacted paving mixtures as calculated by ASTM procedures using Chapter 4 of the Mix Design Methods for Asphalt Concrete and other Hot-Mix Types (MS-2), latest edition, Asphalt Institute referred hereafter as "MS-2". The Marshall procedure shall be as specified in Chapter 5 of the MS-2.

The material for the theoretical specific gravity (G_{mm} per ASTM D 2041) and the material for the Marshall specimens and Super Gyratory Compactor specimens (pucks) shall be cured at 285 \pm 5°F for four hours in a closed oven after the mix is produced in the laboratory. Also, the plant produced mixture shall be tested when the mix is four hours old when preparing a mix design but may be tested when at least two hours old for production testing. The mixture shall be transported to the laboratory in an insulated container and then stored in a laboratory oven at 285 \pm 5°F for the remainder of the curing period. This procedure shall be used when the water-absorption as determined by ASTM C 127 and ASTM C 128 of any aggregate in the mixture exceeds 1.25%. The mixture shall be compacted at 285 \pm 5°F. If total mix aggregate absorption exceeds 2.0%, the laboratory may use the G_{mm} dryback option within the test method.

Test requirements and criteria for the paving mixes under these specifications shall be as follows:

Marshall Stability: 1,500 lbs. (min.)
No. of compaction blows: 50
Flow: 0.08 – 0.16 inches (max.)
Air Voids: 2% to 5%

During production, the air voids can be expected to vary plus or minus 1% of the design value of 4%. For Mix Types 1-01 and 3-01, 3% - 4% air voids may be used for design and production may be allowed to vary plus or minus 1% of the design value.

The blend of RAP and virgin aggregates or non-recycled asphalts shall be checked for resistance to stripping using AASHTO T 283 to determine if an anti-stripping agent is needed. The index of retained strength shall exceed 75% for Mix Types 1-01 and 3-01.

- d. Sampling and Testing of the Mixture: Both Mix Types shall be sampled in accordance with ASTM D 979 and tested in accordance with AASHTO T 245, ASTM C 136, ASTM C 117, AASHTO T 312, AASHTO T 269, AASHTO T 166, AASHTO T 283, ASTM D 2041, ASTM D 2726, ASTM D 1188, ASTM D 2950, ASTM C 127 and ASTM C 128, as specified herein. The mixtures will be tested for binder content in accordance with ASTM D 2172 or D 6307. The recovered aggregate will be sieved in accordance with ASTM D 5444.
- e. Mixture Temperature Requirements: The temperature of the completed mix at the plant and at the paver shall be set by the Producer who shall consider hauling and placing conditions, asphalt specifications, and weather limitations.

When the mix is produced in a batch-type plant, the aggregate shall be weighed accurately in the designated proportions to provide the specified batch weight. The temperature of the aggregate at the time of introduction into the mixer shall be determined by the Producer, with a tolerance of +/- 25° F. In no case, however, shall the temperature of the mixture exceed the maximum temperature recommended by the manufacturer or supplier of the asphaltic cement (generally 350° F).

- f. Control of Mixing Time: The Producer shall control mixing time to produce asphaltic concrete that is uniformly and thoroughly coated with asphaltic cement.
- g. Preparation of Asphalt Cement: The asphalt shall be heated so that it can be distributed uniformly throughout the mix. For mixing applications, the specified temperature generally will be such that the asphalt viscosity is within the range of 150 – 190 centistokes and shall not exceed 350° F. The material shall be sufficiently fluid to produce a complete coating on every particle of aggregate within the specified mixing time.

The Producer shall maintain calibrated temperature monitoring equipment at the point of discharge from the asphalt plant and at the asphalt tank, and shall supply temperature records upon request.

- h. Preparation and Handling of Aggregate: Coarse and fine aggregate shall be stored at the plant in such a manner that the separate sizes will not become intermixed. Cold aggregates shall be carefully fed to the plant in such proportions that surpluses and shortages in the bins will not cause breaks in the continuous operation. When loading aggregate into stockpiles, and into cars, barges, and trucks, the material shall be placed in such a manner as to prevent segregation of aggregate sizes. Stockpiles shall be built in uniform layers not exceeding 5 feet in depth.
- 1. Samples of coarse and fine aggregate shall be submitted to the County for testing upon request. The Producer shall be responsible for the preparation and handling of aggregates to insure that the cold-feed gradations fall within the mix design limits. Cold-feed gradation tests shall be taken as requested by the County.

2. Drying: The aggregate shall be thoroughly dried and heated to provide a paving mix temperature within a tolerance of + or - 25° F of that specified by the approved mix design. The moisture content of the heated and dried aggregate shall not exceed 0.5%. The quantity of material fed through the dryer shall in all cases be held to an amount which can be thoroughly dried and heated.
- i. Inspection and Control of Asphalt Mixing Plant:
 1. Tests: During production the plant shall have the specified tests performed by an approved laboratory. These may include: asphalt (binder) content, aggregate gradation after removal of asphalt, density, stability, % voids, VMA, VFA, theoretical specific gravity, bulk specific gravity, maximum theoretical density, maximum theoretical specific gravity, tensile strength ratio, etc. Properties of the plant produced mix shall be determined using uncompacted mix sampled behind the paver. Laboratories shall be accredited in accordance with ASTM D3666.
 2. Availability of test reports: The results of the latest current test report shall be furnished to the County upon request. All test reports shall be kept at the plant, and shall be made available upon request. If the mix is found to be outside of tolerance, or outside the specification limits, correction shall be made.
 3. Frequency of testing for mixes: The tests listed in paragraph a shall be performed a minimum of once for every 3,000 tons of asphalt production (minimum of once per day when the plant has produced at least 200 tons and at discretion of County if less than 200 tons produced) except during initial startup, or whenever the production asphalt fails one of the following conditions at which time they will be tested every 1,000 tons until four consecutive tests show compliance with the specifications:
 - i. Production void content measured at the plant discharge is less than 2% or more than 5%.
 - ii. Extracted gradation of the production asphalt exceeds the permissible gradation variation for the mix type being produced.
 - iii. Asphalt cement exceeds the content variation for the mix type being produced.
 4. Redesign of Asphalt Mixes: If four consecutive tests performed as described above show noncompliance with the specifications as enumerated in the subparagraphs above, production of that type of asphalt will immediately cease, and may not be resumed until a new mix design is submitted and approved, or the plant can demonstrate to the County an ability to meet specifications. Resumption of asphalt production after a mix redesign or failure of four consecutive tests to meet specifications will be treated as an initial startup for testing purposes.
- D. Asphalt Mixing Plant: Plants used by the Contractor for preparation of the asphalt paving mix shall establish a quality control plan and shall maintain records. The quality control plan required by the state highway agency is a suggested standard. Upon request by the County, the quality control plan shall be submitted for review and approval.
 - E. Transportation of Mix: The mix shall be transported to the job site in vehicles with tight metal bottoms, clean of all foreign material which may affect the mix. If a release agent is used, it must comply with State and Federal environmental regulations.

The dispatching of the vehicles shall be so scheduled that all materials delivered may be placed in daylight unless the County approves artificial light. Delivery of the material to the paver shall be at a

uniform rate and in an amount within the capacity of the paving and compacting equipment.

Haul trucks shall be provided with covers of sufficient size and weight to completely cover the truck bed to protect the load and to prevent cooling of the upper surface. Failure to have the load completely covered shall be sufficient cause for rejection of the entire load. The load shall remain covered until the truck is next in line to be unloaded. In no case shall a load remain uncovered for more than 10 minutes before starting to use the load. If for any reason there is a delay in completely using a load, the remaining part of the load shall be recovered until it can be used. It shall be the responsibility of the Contractor to inform all truck drivers of these provisions before starting work.

- F. Scales and Weighing of Vehicles: The vehicle's tare and gross weight shall be established by weighing the vehicle on a certified scale. The tare weight will be established at least twice each day. The vehicle, when establishing tare, shall be clean, bed empty, fuel tanks filled and shall have all side and back boards in place.

The specifications, tolerances, and other technical requirements for weighing and measuring devices as recommended by the National Conference on Weights and Measures and published in the National Institute of Standards and Technology Handbook 44, Specifications, Tolerances, and Other Technical Requirements for Weighing and Measuring Devices, and supplements thereto or revisions thereof, shall apply to all vehicles scales used. A certification of calibration from a commercial scale service company showing that the scale meets the requirements of these specifications. The asphalt supplier shall furnish the certification of calibration to the County upon request.

Scale Calibration: Scales shall have been calibrated within the nine month period prior to any material being delivered, or at any time the County has cause to question the accuracy of the scale. Scales shall meet the requirements of Accuracy Class III L as defined in Handbook 44 (discussed previously).

Verification of a vehicle scale may be required by weighing a hauling unit on another recently calibrated and certified scale. All costs incurred in obtaining a certification of calibration or verification shall be borne by the Contractor.

- G. Asphalt Paving Equipment: All asphalt paving equipment used by the Contractor shall meet the requirements of this section and shall be maintained in acceptable mechanical condition. Equipment shall be serviced and lubricated away from the paving site. Units that drip fuel, oil, grease or other fluids shall be removed from the project until such leakage is corrected.

- a. Pavers and Laydown Machines: Mechanical self-powered pavers shall be capable of spreading the mix within the specified tolerances, true to the line, grade and crown indicated on the plans.

Pavers shall be in good working condition, equipped with quick and efficient steering devices and shall be capable of traveling both forward and in reverse. They shall be equipped with hoppers and distributing screws that place the mix evenly in front of the adjustable screeds. They shall be equipped with either a vibrating screed or a tamping bar immediately preceding a static screed. There shall be sufficient auxiliary attachments for the paving machine so that it may be operated to lay the necessary width as determined in the field by the County. Vibrating screed or tamp bars shall be provided for the full width of all paving operations.

The screed shall include a strike-off device which is effective on mixes at workable temperatures without tearing, shoving or gouging them, and which produces a finished surface of an even and uniform texture. The screed shall be adjustable as to the height and crown and shall be equipped with a controlled heating device for use when required. However, for irregular width paving,

hydraulic extensions without tamping bars or a vibrating screed may be used only along the curb or outer edge of pavement.

1. Automatic Screed Controls: The paver shall be equipped with and use an approved system capable of automatically controlling the elevation and transverse slope of the paver screed unless otherwise directed by the County. An erected stringline, traveling stringline or other approved device operating on the roadbed being paved or the surface of the previously placed lane shall be used to establish the grade reference. The grade reference device shall operate on either or both sides of the paver as required and shall be capable of maintaining the desired transverse slope regardless of changes in the screed elevation.
 2. The traveling stringline shall be constructed in such a manner that it does not vibrate or cause the sensor to make erroneous readings during the laydown operation. The length of the beam to be used shall be approved by the County and shall be between 20 feet and 40 feet.
 3. The use of the automatic screed control devices on asphalt pavers will not be required for paving small irregular areas, entrances, approaches, or side street connections.
 4. Automatic screed control devices will be required for matching the joint with all previously laid strips, except for those areas noted above.
- b. Rollers: Compaction equipment shall consist of vibratory steel wheel, static steel wheel and pneumatic-tired rollers unless otherwise directed by the County. They shall be self-propelled and equipped with such controls that starting, stopping and reversing direction can be accomplished without displacing the hot asphaltic concrete pavement.

Rollers shall be equipped with adjustable scrapers to keep the wheel surfaces clean and with efficient means of keeping them wet to prevent mixes from sticking. The roller surfaces shall have no flat areas, openings or projections that will mar the surface of the pavement.

1. Steel-Wheeled Rollers: Steel-Wheeled Rollers shall be self-propelled, vibratory two-axle tandem rollers. These rollers shall develop contact pressure of 250 to 350 pounds per inch of width (vibratory mode) or 150 to 180 pounds per inch of width (static). Rollers shall be in good working condition.
 2. Pneumatic-Tired Rollers: Heavy pneumatic-tired rollers shall be self-propelled and shall consist of two axles on which are mounted an odd number of pneumatic-tired wheels. The roller shall have at least nine pneumatic-tired wheels mounted in such a manner that the rear group of wheels will not follow in the tracks of the forward group, but shall be spaced to give essentially uniform coverage with each pass. Axles shall be mounted in a rigid frame provided with a loading platform or body suitable for ballast loading. Tires shall be smooth, inflated to 90 psi. Construction of the roller shall be such that each wheel is loaded to a minimum of 2,300 pounds.
 3. In lieu of the above requirements, consideration will be given to use other types of equipment that are capable of producing equivalent results consistent with the requirements of the specifications. Any roller not meeting the requirements of paragraphs 1 and 2 above must be approved by the County prior to use.
- c. Pressure Distributor: The distributor shall be so designed, equipped, maintained and operated that liquid asphalt at even heat may be applied uniformly on variable widths of surface up to 15

feet at readily determined and controlled rates from 0.02 to 1.00 gallon per square yard, with uniform pressure, and with an allowable variation from any specified rate not to exceed 0.02 gallons per square yard. Distributor equipment shall include a tachometer, pressure gauges, a calibrated tank and a thermometer for measuring temperatures of tank contents. Distributors shall be equipped with a power unit for the pump, and full circulation spray bars adjustable laterally and vertically. The calibration of all distributors must be approved by the engineer, and the contractor shall furnish all equipment, material and assistance necessary if calibration is required.

- d. Hand Tools: The Contractor shall provide sufficient lutes, rakes, shovels, and other equipment as required to produce results consistent with the specifications.

H. Construction:

- a. Preparation of the Area to be Paved: The area to be paved shall be true to line and grade, and shall have a properly prepared surface prior to the start of the paving operations. It shall be free from all loose or foreign material.

Where a base is rough or uneven, a leveling course shall be placed and properly compacted before the placing of subsequent courses.

When leveling course is not required, depressions and other irregularities shall be patched or corrected, and the work approved by the Engineer before the paving operation begins.

The area to be paved shall be primed or tacked uniformly in accordance with the provisions of "Prime and Tack Coat".

The surfaces of curbs, gutters, vertical faces of existing pavements and all structures in actual contact with asphalt mixes shall be painted with a thin, complete coating of tack to provide a closely bonded joint.

- b. Weather Limitation: When the moisture of the aggregate in the stockpile or from the dryer interferes with the quality of mix production, or with normal plant operations, the mixing and placing of hot-mix asphalt will not be permitted without the permission of the County. No mixture shall be placed on wet or frozen surface.

Hot mix asphalt paving shall not be mixed or placed when the ambient air or base temperature is below the temperatures shown in the following table, or when there is frost in the subgrade or any other time when weather conditions are unsuitable for the type of material being placed without expressed approval of the Engineer.

<u>Paving Course</u>	<u>Thickness (inches)</u>	<u>Air Temperature (°F)</u>	<u>Road Surface Temperature (°F)</u>
Surface	All	50	55
Base	Less than 3	40	45
Base	3 or more	30	35

All bituminous mixtures shall be delivered to the paver at a temperature sufficient to allow the material to be placed and compacted to the specified density and surface tolerance. Minimum allowable temperature for the asphalt mix to be placed into the paver is 235° F. Regardless of the temperature, final acceptance of the asphalt mat shall be based on density.

- c. Spreading and Finishing: The spreading and finishing of each course shall be to the thickness,

cross slope, and width indicated on the plans. The thickness of individual layers shall not exceed the following for the respective type of mixture. The suggested minimum lift thickness shall be three times the nominal maximum size of the mix. Nominal maximum is defined as the first sieve size larger than the sieve which retains at least 10% of the aggregate by weight.

<u>Asphalt Type</u>	<u>Max. Compacted Lift Thickness</u>
RC Type 1-01	4"
RC Type 3-01	3"

Spreading and finishing shall be conducted in the following manner:

1. Mechanical Pavers: The base and surface courses shall be spread and struck-off with a mechanical paving machine. The paving machine shall be operated so that the material does not accumulate and remain along the sides of the receiving hopper. The wings of the spreader hopper shall not be emptied (flipped) between truck loads.
 - i. Equipment which leaves tracks or indented areas which cannot be corrected in normal operation, or which produces other permanent blemishes or fails to produce a satisfactory surface, shall not be used.
 - ii. The screed auger shall be operated approximately 3/4 full and the hopper conveyor shall not be allowed to run out of material during the paving operation. Sufficient trucks shall be used to continuously supply asphalt to the paver. Delays in the paving operation shall be kept to a minimum.
 - iii. When using pavers in echelon, the second paver shall follow the edge of the material placed by the first paver. The length of each laydown pass shall be limited, depending on weather conditions, to assure a hot joint and obtain proper compaction.
2. Longitudinal joints and edges shall be constructed to true lines. Lines for the paver to follow in placing individual lanes will be established parallel to the centerline of the proposed roadway. The paver shall be positioned; and operated to follow closely the established line. Offset the longitudinal joint in successive courses by 6 to 12 inches. Longitudinal joints in the final surface layer shall be at the lane lines of the traveled way, but shall be offset to prevent lane separation pavement markings from falling on the joint. Any irregularities in alignment left by the paver shall be corrected directly behind the paver, prior to compaction. Distortion of the pavement during this operation shall be avoided. Edges against which additional pavement is to be placed shall be placed on a 30° (2:1) bevel, or as specified by the County.
3. Transverse joints in succeeding courses shall be offset at least 2 feet.
4. The Contractor shall make every effort to minimize the number of passes heavy equipment makes over uncompleted roadway sections. The Contractor shall schedule and route his hauling operation to minimize hauling over a final course as much as feasible.
5. As soon as the first load of material has been spread, the texture of the unrolled surface shall be checked to determine its uniformity. Segregation of materials shall not be permitted. If segregation occurs, the spreading operation shall be immediately suspended until the cause is determined and corrected by the Contractor.
6. Any irregularities in the surface of the pavement course shall be corrected directly behind the paver. Excess material forming high spots shall be removed by a shovel or lute. Indented areas shall be filled with hot mix and smoothed. Broadcasting of material shall not be permitted.

7. Hand Spreading: In small areas where the use of mechanical finishing equipment is not practical, the mix may be spread and finished by hand. The material shall be distributed uniformly to avoid segregation of the coarse and fine aggregate. Broadcasting of material shall not be permitted. During the spreading operation, all material shall be thoroughly and uniformly distributed by lutes or rakes. Material that has formed into lumps and does not break down readily shall be removed. Following placing and before rolling, the surface shall be checked with templates and straightedges and all irregularities corrected.

d. Compaction:

1. General: The Contractor is responsible for development of a compaction procedure that will obtain the required density. A minimum of two rollers shall be used for compacting mixes on roadways (steel drum and pneumatic tire) unless otherwise approved by the County.

Immediately after spreading, each course of the pavement mixture shall be uniformly compacted by rolling. The initial or "breakdown" rolling shall be accomplished with a steel-wheeled vibratory roller and shall take place as closely behind the laydown machine as the temperature and condition of the mat will allow. The pneumatic-tired roller shall be used to knead and compact the pavement mixture following the initial rolling and preceding the final rolling. Care shall be exercised in the use of the pneumatic-tired roller to ensure that the pavement mixture is sufficiently cooled to avoid "picking up" of the mixture on the tires of the roller, and also to ensure that the pneumatic-tired rolling is completed before the mixture becomes too cool to allow satisfactory finish rolling. Final, or finish rolling, shall be done with a steel-wheeled roller in static mode. The sequence of rolling operations may be changed with the approval of the County. Rolling shall be longitudinal, starting near the low or unconfined edge of the pavement, then to the other edge and finally progressing towards the center. Alternate trips of the roller shall be of slightly different lengths.

The motion of the roller shall be slow enough at all times to avoid displacement of the hot mixture (generally 3mph). Any displacement occurring as a result of reversing the direction of the roller, or from any other cause, shall be corrected immediately by the use of rakes and fresh mixture when required. To prevent adhesion of the mixture to the roller, the wheels shall be kept properly moistened, but excess water will not be permitted.

The surface of the mixture after compaction shall be smooth and true to established section and grade. Any surface which is segregated, or is in any way defective, shall be removed and replaced with fresh hot mixture at the Contractor's expense, and shall be immediately compacted to conform to the surrounding area.

2. Rolling Procedure: The Contractor is responsible for determining an acceptable rolling procedure that will provide a product that is uniformly compacted to the required density and true to line and grade. There are many possible variations that may accomplish this but the general order for rolling is:
 - i. Transverse joint
 - ii. Longitudinal joint (if in echelon)
 - iii. Unconfined or low side edge
 - iv. Other edge
 - v. Middle
 - vi. Intermediate rolling; same procedure as breakdown rolling but pneumatic roller should stay the thickness of the lift from the free edge

vii. Finish rolling

When paving in echelon, 2-3 inches of the first mat shall be left unrolled, and rolled when the joint between the lanes is rolled, after the 2nd mat is placed. Edges shall not be exposed more than fifteen minutes without being rolled. Particular attention shall be given to the construction of transverse and longitudinal joints in all courses.

In laying a surface mix adjacent to any finished area, it shall be placed sufficiently high so that, when compacted, the finished surface will be true and uniform. Where the grade is minimal a level will be used to insure drainage to the desired outlet.

3. Transverse joints: The Contractor shall use a method of making a transverse construction joint that provides a thorough and continuous bond with acceptable surface texture and meeting the density requirements. The surface elevation should not vary more than 3/16" in 10' when tested across the joint. If the joint has been distorted, it shall be trimmed to a line. The joint face shall be tacked before the fresh material is placed against it.
4. Longitudinal joints: When paving against existing asphalt pavement, the edge to be joined shall be tack coated. The paver screed shall be set to overlap the first mat by 1-2 inches. The elevation of the screed above the surface of the first mat should be equal to the amount of roll-down expected during compaction of the new mat. For large aggregate mixes, the coarse aggregate in the material overlapping the cold joint should be carefully removed and wasted, leaving only the finer portion of the mixture. The overlapping material should be pushed with a lute or rake onto the side of the joint where the new pavement is located prior to compaction.

When paving against existing concrete pavement, curb and gutter or other structure, the edge to be joined shall be tack coated. The elevation of the screed above the surface of the first mat should be equal to the amount of roll-down expected during compaction of the new mat. Where drainage of stormwater will flow from the new mat onto abutting curb and gutter, add an additional 1/8" – 1/4" of thickness to the new mat.

5. Breakdown Rolling: Breakdown rolling shall be performed as close behind the paver as necessary to obtain adequate density without causing undue displacement. The breakdown roller shall be operated with the drive wheel nearest the laydown machine. Exceptions may be made by the Engineer when working on steep slopes or super-elevated curves. Breakdown rolling sequencing is to be determined by the Contractor and approved by the Engineer.
6. Intermediate Rolling: Pneumatic-tired rollers shall be used for intermediate rolling unless otherwise approved by the Engineer. The intermediate rolling shall follow the breakdown rolling as closely as possible and while the paving mix is still of a temperature that will result in maximum density from this operation. Pneumatic-tired rolling shall be continuous after the initial rolling until all of the mix placed has been compacted to the required density. Turning of pneumatic-tired rollers on the hot paving mix which causes displacement shall not be permitted.
7. Finish Rolling: The finish rolling shall be accomplished before the material falls below a temperature of 175° F to allow for the removal of roller marks. All roller marks shall be removed by the finish rolling operation. All rolling operations shall be conducted in close sequence.
8. In places inaccessible for the operation of standard rollers as specified, compaction shall be performed by others means. The Contractor shall ensure that the material is thoroughly

compacted to the satisfaction of the County. If approved by the County, hand tamping, manual or mechanical, may be used in such areas, if the required density is met.

- e. **Density and Surface Requirements:** The completed asphalt concrete paving shall have a density equal to or greater than 95% for Type 1-01 and 96% for Type 3-01 asphaltic concrete mix designs. Density is based on the density of laboratory specimens from plant produced mix and made from a sample representing the material being tested. Density testing shall conform to ASTM D 2950, ASTM D 2726, or ASTM D 1188.

If cores are used to determine density, one or more tests (one test equals three cores) will be taken for each tonnage lot and averaged to determine acceptance. The cores will be taken from random locations within the lane being paved, a minimum of one foot (1') from any joint or edge. The County will mark the locations of all cores.

All unsatisfactory work shall be repaired, replaced or corrected. The surface of the final course shall be of a uniform texture and conform to line and grade shown on the plans. For arterial and major collector roadway classifications, the allowable tolerance for the final surface of roadway pavement shall conform to the minimum requirements of a profilograph. The test shall be comply with requirements of MoDOT Section 502.8. For local roads and minor collectors, the smoothness shall be checked with a 10 foot straightedge placed parallel to the center line at any location within a driving lane. Areas showing high spots of more than 1/4" in 10 feet shall be marked and ground down with approved grinding equipment to an elevation where the area or spot will not show surface deviations in excess of 1/8" when tested with a 10 foot straight edge. Grinding will be performed on the full width of the lane failing to meet the smoothness criteria. Tests for plan grade conformance and surface smoothness shall be performed by the Contractor in the presence of the County. Tests shall be performed at intervals as directed by the County. The cost of correcting the smoothness and associated traffic control shall be at Contractor's expense.

- I. **Method of Measurement:** Final measurement of the completed pavement will be complete in place and will be calculated to the nearest 0.1 ton. The revision or correction will be computed and added to or deducted from the contract quantity.
- J. **Basis of Payment:** Asphaltic Concrete Pavement for each type, complete in-place will be paid for by the contract unit bid price.

TS-34 SILT FENCE AND SEDIMENT REMOVAL

- A. **Description:** This work shall consist of furnishing, installing, maintaining, removing and disposing of sediment, and removing of a silt fence to control sediment along slopes and other designated areas. The quantity of silt fence shown on the plans may be increased or decreased, as directed by the County. The County may also modify the location as necessary to improve the effectiveness of the silt fence.
- B. **Materials:**
 - a. **Geotextile Fabric:** The geotextile fabric shall meet the requirements of AASHTO M 288, which include requirements for elongation, grab strength, permittivity, apparent opening size, and ultraviolet stability. Regardless of the actual support conditions or post spacing to be used in the field, the geotextile supplied shall meet the quality requirements given in AASHTO M 288 for "unsupported temporary silt fence, 4 foot maximum post spacing."
 - b. **Posts:** Wood, steel or synthetic posts may be used. Posts shall be of sufficient length, but no less

than 4 feet, to ensure adequate embedment while fully supporting the fence and shall have sufficient strength to resist damage during installation and to support applied loads while in service.

C. Construction and Maintenance Requirements:

- a. Silt Fence: The contractor shall install silt fence as shown on the plans and at other locations directed by the County. Fence construction shall be adequate to handle the stress from hydraulic and sediment loading. Fabric at the bottom of the fence shall be buried a minimum of 6 inches to prevent flow under the barrier. The trench shall be backfilled, and the soil compacted over the fabric. Fabric splices with a minimum 2-foot overlay shall be located only at a support post. Any installation method acceptable to the County will be allowed as long as the effectiveness and intent of the silt fence is achieved.
 - b. Posts: The post spacing shall not exceed 4-feet. Posts shall be driven a sufficient depth into the ground or placed on closer spacing as necessary to ensure adequate resistance to applied loads. The silt fence shall be fastened securely to the upslope side of the post. When wire support fence is used, the wire shall extend into the trench a minimum of 2 inches.
- D. Maintenance: The contractor shall monitor the condition of all fences and repair or replace fences that are not functional as long as the fences are necessary to contain sediment runoff. Any deficiencies shall be corrected by the contractor in accordance with the SWPPP. In addition, the contractor shall review the effectiveness of silt fences in areas where construction activities have changed the natural contour and drainage runoff. Where deficiencies exist, additional silt fences shall be installed as approved or directed by the County.

The contractor shall monitor sediment levels in all sediment control devices and remove sediment prior to the level reaching approximately one-half the fence height. The County may require sediment removal from devices prior to levels reaching the specified limits. The contractor shall dispose of the sediment in a location that does not allow the sediment to erode back into the sediment devices or to pollute streams or other bodies of water. Segments of silt fence that receive heavy sediment loading may require a secondary silt fence or installation of other controls to adequately contain sediment.

Once the project is complete and project site has been seeded, the silt fence shall be removed. The contractor shall remove and dispose of any excess silt accumulation along the fence, shall restore the area to match existing ground condition, and seeding and mulching.

- E. Method of Measurement: The silt fence will be measured to the nearest linear foot from end to end of each separate installation. In addition, the measurement of sediment removal will be made to the nearest tenth of a cubic yard.
- F. Basis of Payment: The accepted quantity of Silt Fence and Sediment Removal will be paid for at the contract unit price.

TS-35 PERMANENT SIGNING

- A. Description: The work shall consist of labor, materials, equipment and services necessary to install the new traffic signs and posts within the project area. The Contractor shall provide manufacturer's certifications, attaching typical test results representative of the materials and certifying that all materials supplied conform to all of the requirements specified.
- B. Materials:

1. Posts: The U-channel posts shall conform to ASTM 499-76, commercial quality. Sign post lengths (not shown on the plans) shall be determined based upon a sign mounting height (bottom of sign to ground line), the sign height and a minimum embedment depth of 36-inches. Where signs serve both bicycles and other road users, mounting height shall be as specified in Part 2 of MUTCD (a minimum of 7-feet).

All posts shall be machine straightened and shall have a smooth uniform finish. All holes and cut ends shall be free from burrs. The posts shall be galvanized in accordance with AASHTO M 111.

2. Bolts and Nuts: Bolts, nuts and washers specified to be galvanized shall be galvanized in accordance with the requirements of AASHTO M 232, Class C or shall be mechanically galvanized in accordance with ASTM B 695, Class 55.
 3. Signs: The aluminum for the permanent traffic signs shall meet all requirements of ASTM B 209 and the Manual on Uniform Traffic Control Devices, latest editions. A manufacturer or suppliers certification of metal used for signing material shall be submitted to the County.
 4. Retroreflective Sheeting. Retroreflective sheeting shall be in accordance with latest versions or ASTM D 4956 and AASHTO M 268, except as noted herein. Color and luminance values for all types of reflective sheeting shall be in accordance with ASTM D 4956. Retroreflective sheeting shall have sufficient adhesion, strength and flexibility such that the sheeting can be handled, processed and applied according to the manufacturer's recommendations without appreciable stretching, tearing, cracking or other damage. Adhesive performance for retroreflective sheeting shall be in accordance with ASTM D 4956.
- C. Construction: Sign posts shall be set vertically true to line such that the signs will be level with the minimum clearances per MUTCD. Any post bent or otherwise damaged to the extent that the post is considered unfit for use shall be removed and replaced with an acceptable post at the contractor's expense. Exposed steel areas and damaged galvanizing shall be repaired.
- D. Method of Measurement: Measurement of sign areas will be made to the nearest 1/10 square foot for each sign. The area of each sign will be that of the smallest rectangular, triangular or trapezoidal shape that will encompass the sign panel. There will be no measurement for the U-channel posts, bolts, washers, and nuts used for connection.
- E. Basis of Payment: Permanent signing will be paid for at the contract unit price for each of the items included in the contract. No direct payment will be made for incidental items necessary to complete the work, unless specifically provided as a pay item in the contract. Posts, bolts, washers, and nuts are **SUBSIDIARY** to the unit price for Permanent Signing.

TS-36 TEMPORARY SEEDING AND MULCHING

- A. Description: This work shall consist of furnishing and applying fertilizer, seed, vegetative mulch or other acceptable cover, in disturbed areas authorized by the County. Temporary seeding and mulching is utilized to establish a quick ground cover that reduces erosion in disturbed areas where staging requires the area to be disturbed again at a later date, and for areas that are complete but current seasonal conditions are not favorable for applying permanent seeding. Finish grading will not be required except for areas that will not receive further grading prior to permanent seeding. Hydraulic seeding and fertilizing will be permitted.
- B. Construction Requirements: Seeding and mulching shall be a continuous operation on all cut and fill slopes, excess material sites and borrow pits during the construction process. All disturbed areas

shall be seeded and mulched as necessary to control erosion. When a project is shown in the contract to be constructed in stages and operations in those staged areas are suspended for a significant amount of time, the contractor shall receive payment for temporary seed and mulch. When the County allows the contractor to disturb additional ground beyond the restrictions solely to enhance the contractor's operation, the contractor shall not receive compensation for temporary seed or mulch, as required by the County, for ground cover for areas exceeding the restrictions.

The Contractor shall provide permanent seeding and mulching as shown on the plans following temporary seeding. Any preparation of the seed bed that might be necessary prior to permanent seeding shall be considered incidental to temporary seeding.

Temporary seeding mixtures of cereal grains shall be applied at a minimum rate of 100 pounds per acre. All erodible seeded areas shall provide a minimum of 20 plants of the species planted per square foot on at least two random counts per acre in representative areas of the field. For areas with a large percentage of rock, the number of living plants shall be proportional to the percentage of erodible surface, as determined by the County. The counts will be conducted 60 days after the species is planted.

- C. Method of Measurement: Measurement of temporary seeding areas will be made to the nearest tenth of an acre. No measurement will be made for mulch.
- D. Basis of Payment: The accepted quantities of temporary seeding will be paid for at the contract unit price per acre. Payment for fertilizer and mulch shall be included in the cost of temporary seeding.

TS-37 PERMANENT HYDROSEEDING AND MULCHING

- A. Description: This work shall consist of furnishing all labor, materials and equipment necessary for complete installation of hydroseeding, in accordance with the plans. Seed and fertilizer, mixed in proportions previously specified, may be broadcast in a hydromulch with water which forms an emulsion and covers the prepared designated areas in a uniform manner.
- B. Seed Mix: Seed shall be labeled in accordance with U.S. Department of Agriculture Rules and Regulations under Federal Seed Act. All seed shall be furnished in sealed standard containers unless exception is granted in writing by the County. Seed shall be free from noxious weeds and recleaned "Grade A" recent crop seed treated with appropriate fungicide at time of mixing. Seed which has become wet, moldy, or otherwise damaged in transit or in storage will not be acceptable. Seed mix to be used will be identified prior to sowing. The minimum percentage by weight of pure live seed in each lot of seed shall be as follows and sown at a minimum rate of 10 pounds per 1,000 square feet.

Turf-type Tall Fescue Seed Blend	60%
Annual Ryegrass	20%
Perennial Ryegrass	20%

- C. Construction:
 - a. Seed and fertilizer, may be broadcast in a hydromulch with water which forms an emulsion and covers the prepared designated areas in a uniform manner.
 - b. Areas to be hydroseeded shall be fertilized at a rate 400 pounds per acre with 13-13-13 fertilizer.
 - c. Hydromulch (Conwit 2000, or approved equal) used shall be a wood fiber mulch with a tackifier.

Hydromulch shall be applied at the rate of 1,500 pounds per acre.

- d. Hydroseeder filling tank should be 1/2 full of water before adding seed, fertilizer and hydromulch components. Begin agitation while adding remaining water so that a uniform mixture is obtained. Seed, fertilizer and hydromulch components shall not be added to water more than four (4) hours prior to application.
 - e. Discharge hydromulch slurry mix on prepared soil for uniform distribution.
 - f. Keep all areas seeded moist throughout germination period. Protect all turf areas by erecting temporary fences, barriers, signs, etc. as necessary to prevent trampling and disturbance.
 - g. The seeded areas will be inspected for acceptable grass coverage and will be acceptable when grasses designated are growing and are in good condition and no area more than 1/2 of one percent of the total areas shall be bare, of which no single area shall be more than one foot square in area. Any bare area larger than this will not be acceptable and shall be reseeded.
 - h. Contractor shall provide a minimum of one watering after planting to establish the cover crop.
 - i. Cover crop shall provide 70% cover within 21 days of seeding.
 - j. Contractor shall guarantee that seeded areas will have 80% cover within two full growing seasons.
 - k. Care must be taken to comply with manufacturers labels.
- D. Method of Measurement: Hydroseeding will be measured complete, in-place to the nearest hundredth of an acre. No measurement will be made in areas that are not grassed, such as street paving, driveways, parking areas, gardens, and sidewalks. Areas that are disturbed which lie outside the Contractor's seeding limits, as defined by the plans will not be measured for payment, but shall be restored to a condition equal to or better than that existing prior to construction.
- E. Basis of Payment: The accepted quantity of Hydroseeding, complete and in-place, will be paid for at the contract unit price.

END OF SECTION

Environmental Permitting

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This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.

Date Completed: 12/18/2017

Completed By: Jo Dent

Request for Environmental Review Form#:2018-11-00072

*Project Information

Prefix:	BRD	Project Number:	8043056	Bridge Number:	3220007
District:	Kansas City	County:	Jackson	Sponsor:	Jackson County
TIP Number:		Rte/Street:	South Miller Road		
MoDOT Job Number:		TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	No
Location/Stream Crossing:	MILLER RD OVER SMALL CREEK				
This Project Description - Termini (no stations):	REPAIRS TO CULVERT FLOOR, TOW REINFORCEMENT, REPAIR UNDERMINING AT OUTLET, EROSION REPAIRS. BRIDGE #3220007, NBI #21749				
Describe RER project improvements in full detail:	Bridge rehabilitation including patching repair of the culvert floor, reconstruction of the apron toe, repair to the undermining at the outlet, and repair to the erosion created behind the wingwalls.				
District Liaison:	Colin Victory - 816-607-2258	Contact:	None selected		
Contact:	None selected	Contact:	None selected		
Date Desired:	12/29/2017	Submit Date:	11/29/2017		
Responsible Individual:	Eric Johnson - (11/29/2017 2:45:52 PM) - 816-881-4499	Submitted By:	Eric Johnson - (11/29/2017 12:00:00 AM) - 816-881-4499		
Existing Condition					
ADT:	60	Speed Limit:	30		
Number of Travel Lanes:	2	Lane Width:	11		
Shoulder Width:	2	Curb and Gutter:	No		
Bridge width, measured from gutterline to gutterline:	26	Sidewalks:	None		
Proposed Design Improvement					
ADT:	60	Speed Limit:	30	Design Speed:	30
Number of Travel Lanes:	2	Lane Width:	11		
Shoulder Width:	2	Curb and Gutter:	No		
Bridge width, measured from gutterline to gutterline:	26	Sidewalks:	None		
Bridge Length:	30	Roadway length:	0		
Railroad Crossing:	No	Drainage District (if Applicable):	None		
Program Year:					

Jackson County, Missouri Invitation to Bid No. 76-22

Preliminary Engineering: 2018 Right of Way: 2018

Construction: 2018

Explain the purpose of the request: Bridge rehabilitation for Jackson County Bridge 3220007 - BRD-ED48 (56)

Changes to project since last RER submittal? If yes, explain:
☐ No
☐ Design/Build ☐ Alternate Technical Concepts

Project breakout from previous or larger project? If checked explain:

Acres - From all sources (e.g. donated from public or private entities):

Additional ROW: 0 Temp Easement: 0.2 Permanent Easement: 0.4

Is there a possibility that Sponsor will purchase any uneconomic remnants?

Yes

Land Disturbance:

Will project involve 1 acre but less than 5 acres of land disturbance: No

Will project involve 5 acres or more of land disturbance: No

Acres of Tree Clearing: 0.1 acres

Number of Displacements(do not include partial takes that do not displace):

Residential: Yes + No

Commercial: Yes + No

No. of People: Residences:

No. of Employees: Businesses:

Average Daily Traffic:

ADT Construction Year: 80

ADT Design Year: 80

Bicycle / Pedestrian Consideration

Pedestrian facilities considered: No

Bicycle facilities considered: No

National Flood Insurance Program (NFIP) and Hydraulic Design Data:

Project is in a FEMA-identified zone "subject to 100-year flooding": If so, what zone?:

Project is in a FEMA-defined "floodway": No

Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood/buyout/property)

If checked, give details:

Is Highway improvement located within 2 miles of an existing airport?

Known Concerns: Provide information you have about these resources that you have observed in the area.

Parkland:

Weband404 Permit:

Jackson County, Missouri Invitation to Bid No. 76-22

Stormwater/Water
Quality:
Farmland:
Threatened &
Endangered Species:
Migratory Birds: Are Unknown,
there birds nesting on
the structure?
Hazardous Waste:
Cultural Resources:
Other Comments:

Project Attachments:

***NOTE: If making updates to an attachment, please use a different filename than the original.
*The combined size of attachments in one upload must be less than 100MB**

Attachments:

*Jackson Co BRO-B048
(55)_MDMR Review
Comments.pdf

*Jackson Co BRO-
B048(55)_NRCS Review
Comments.pdf

*Jackson Co BRO-
B048(55)_Floodplain Dev
App_Perm1.pdf

*Jackson Co BRO-B048
(55)_Wetlands Memo.pdf

*Jackson Co BRO-B048
(55)_Eel Determination
Memo.pdf

*Jackson Co BRO-B048
(55)_Migratory Birds
Memo.pdf

*Jackson Co BRO-B048
(55)_US Fish Report on T
and E.pdf

*Jackson Co BRO-B048
(55)_MDC Report.pdf

*Jackson Co BRO-B048
(55)_US Fish Report on
T&E.pdf

*Jackson Co BRO-B048
(55)_FEWA.pdf

*Jackson Co BRO-B048
(55)_Concept Plan.pdf

Required Information to be attached for each RER stage:

- **Low/Concept:** Location map (county map) & topographic map or aerial photo showing project limits – pre-plan sheets or other preliminary maps showing alternatives, if available
- **Pre-Plan:** Pre-Plan sheets
- **R/W:** R/W Plan sheets
- **Final Design:** Final Plans (Location map (county map) & topographic map or aerial photo showing project limits if this is first RER submission)

RER Environmental Screenings

***Farmland Impact**

Status Information:

☒ N/A
 ☐ Pending
 ☐ Cleared

Clearance Date:

12/11/2017

Environmental Response: UPDATE: 12/13/17 - The consultant submitted the NRCS response. The project site does not contain prime, unique, statewide or local important farmland. Nothing further is required. Initial Screening: The project is located outside of a designated urbanized area and requires permanent easement. Therefore, the project is subject to the FPPA.

LPA Action: COMPLETE: A Farmland Conversion Impact Rating Form AD-1005 must be completed and submitted to the Natural Resources Conservation Service for any new right of way acquisition or permanent easements outside of the city limits. Form AD-1005 is located at the following: https://www.nrcs.usda.gov/wps/PA_NRCSConsumption/download?cid=eleproc1045354&ext=pdf Once NRCS completes its review, submit the completed form to MoDOT.

Attachments:

☒ Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Jo Dent - 12/18/2017 11:58:11 AM

***Floodplain/Regulatory Floodway**

Status Information:

☒ N/A
 ☐ Pending
 ☐ Cleared

Clearance Date:

12/05/2017

Environmental Response: UPDATE: The county submitted the floodplain development permit. Initial Screening: According to the current FEMA flood insurance rate map, the project is located in the 1% floodplain requiring a floodplain development permit. The project is not mapped in the regulatory floodway. Therefore, preparation of a no-rise certification is not required.

LPA Action: COMPLETE: Jackson County must issue a floodplain development permit for the project prior to construction. Submit the executed permit to MoDOT.

Attachments:

☒ Floodplain/Regulatory Floodway Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Jo Dent - 12/7/2017 7:36:27 AM

***Stormwater/Water Quality**

Status Information:

☒ N/A
 ☐ Possible Issues Noted

Clearance Date:

Environmental Response: If the project is in a regulated MS4 area, adhere to the MS4 requirements as defined in the MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system. Any project with land disturbance of 1 acre or more requires a NPDES land disturbance permit from DNR.

LPA Action: If the project will disturb 1 acre or more of land, obtain a NPDES land disturbance permit from DNR. The LPA must also implement best management practices in accordance with that permit and the Clean Water Act.

Attachments:

☒ Stormwater/Water Quality Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Jo Dent - 12/19/2017 12:02:54 PM

***FEMA/SEMA Buyout**

Status Information:

☒ N/A
 ☐ Pending
 ☐ Cleared

Clearance Date:

Environmental Response: According to the TMS FEMA buyout layer, there are no FEMA/SEMA buyout sites in the vicinity of the project area. No impacts to buyout sites.

LPA Action: None

Attachments:

☒ FEMA/SEMA Buyout Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Jo Dent - 11/30/2017 9:44:35 AM

Migratory Birds

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: UPDATE: 12/13/17 - MoDOT's T&E biologist reviewed the documentation submitted. There is no evidence of birds nesting or bat use inside the existing box culvert. Therefore, there are no concerns regarding the Migratory Bird Treaty Act. UPDATE: 12/5/17 - The consultant submitted a Migratory Bird Clearance report for review by MoDOT's T&E biologist. Initial Screening: Swallows and other bird species protected by the Migratory Bird Treaty Act (MBTA) may be nesting under the bridge that will be demolished during this project. To comply with the MBTA, nests of protected species cannot be disturbed when active (eggs or young are present). Generally, nests are active between April 1 and July 31, but active nests can be present outside of these dates.

LPA Action: COMPLETE: Assess for the presence of migratory birds under the bridge prior to demolition of the bridge. Take photographs of underneath the bridge and provide an explanation as to whether there are nests and/or unusual staining on the bridge, and submit along with the remaining T&E documentation as instructed under the T&E section of the RER.

Attachments:

• Migratory Birds Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Jo Dent - 12/13/2017 7:53:33 AM

Hazardous Waste Impact

Status Information:

☒ N/A ☐ Pending ☐ Cleared

Clearance Date:

Environmental Response: According to DNR's Environmental Site Tracking and Research Tool, there are no hazardous waste sites in or near the project area. The potential to encounter wastes from sites unknown to the LPA and MoDOT should always be a consideration.

LPA Action: Any unknown sites that are found during project construction will be addressed by the LPA in accordance with Federal and State Laws and Regulations. If any hazardous waste concerns arise, notify MoDOT's environmental specialist as soon as possible.

Attachments:

• Hazardous Waste Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Jo Dent - 11/30/2017 11:05:28 AM

Wetland Impact (Section 404/401)

Status Information:

N/A ☐ Pending ☒ Cleared

Clearance Date:

12/07/2017

Environmental Response:

UPDATE: 12/7/17 - MoDOT's wetlands specialist reviewed the county's wetlands review memo and project information and concurs there will be no wetland or stream impacts as a result of this project. This project falls under Section 404 Nationwide Permit 3 for Maintenance, specifically paragraphs (a) and (c) - attached. The USACE does not need to be contacted; however, the county must adhere to the conditions of NWP 3. UPDATE: 12/6/17 - The county submitted a wetlands review memo. The county visited the project site and conducted a review of the USFWS NIM map. There will be no work in the stream other than setting and/or removing formwork at the upstream and downstream culvert aprons. The county determined there should be no impacts to wetlands or the stream. Initial Screening: According to the USFWS Inventory Map and ArcMap GIS data layers, the project culvert crosses over a blue line stream - a tributary to East Branch Crawford Creek, which is likely a jurisdictional water.

LPA Action:

COMPLETE: The LPA consultant should field verify the presence of wetlands and waters of the U.S. within the project area. If temporary or permanent wetland impacts will result, or if fills will be placed within waters of the U.S., then the project will require submittal to the US Army Corps of Engineers (USACE) for a jurisdictional determination and permit approval. If permanent fill is less than 0.5 acre, the project should qualify for a Nationwide Permit (NWP). Most NWPs are automatically certified for 401 Water Quality Certification. These general water quality conditions as well as USACE Nationwide permit regional conditions, and any other conditions, must be followed during project construction. If a USACE Section 404 permit is required, attach to the RER and submit to MoDOT.

Wetland Permit Information:

404 Permit Number

Permit Submitted

Permit Received

Permit Expiration

Compliance Certification Sent

Compliance Certification Received

Attachments:

16NWP3 Description.pdf

Wetland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Jo Gent - 12/7/2017 12:52:37 PM

Noise Impact

Status Information:

N/A ☐ Pending ☒ Cleared

Clearance Date:

Environmental Response:

This is a Type III project and a noise analysis is not required.

LPA Action:

None

Attachments:

Noise Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Jo Gent - 11/30/2017 9:23:46 AM

Cultural Resources Impact (Section 106)

Status Information:

Pending * ROW Cleared

Clearance Date:

12/07/2017

Environmental Response: UPDATE: 12/14/17 - The consultant submitted the Section 106 SHPO letter - No Historic Properties Affected for South Miller Road Bridge No. 3220007, BRD-6048156). SHPO Project #059-JA-18. Initial Screening: The project requires a Section 106 Review in consultation with the State Historic Preservation Office (SHPO) for identifying potential cultural resources that may be impacted by the project.

LRA Action: COMPLETE: Submit the Section 106 Project Information Form, located in the EPIB manual at section 135.6.4.1.1, and associated attachments to the SHPO for review and comment. Once the SHPO response letter is received, attach it to the RER and submit to MoDOT. http://epg.modot.org/index.php?file=135.6_Environmental_Land_Cultural_Requirements#135.6.4.13_Noise_Standards_and_Noise_Abatement

Attachments:

* Cultural Resources Impact Submitted - Mark submitted when this review is ready to be sent to district staff

Last Updated: Jo Dent - 12/18/2017 12:00:48 PM

Public Land Impact (Section 4(f))

Status Information:

N/A Pending Cleared

Clearance Date:

Environmental Response: According to Google Earth and Archlap public lands layers, there are no Section 4(f) or Section 6(f) resources in the vicinity of the project area. There will be no impact to Section 4(f) or Section 6(f) resources.

LRA Action: None

Attachments:

2. Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by: Jo Dent

on: 11/30/2017

* Public Land Impact Submitted - Mark submitted when this review is ready to be sent to district staff

Last Updated: Jo Dent - 11/30/2017 10:17:30 AM

NEPA Classification

NEPA Right-Of-Way
Permit/Start:

Can Proceed to Buy ROW

All Environmental Issues
Cleared:

12/18/2017

NEPA Classification: PCE

NEPA Approval Date: 12/07/2017

This project qualifies for
the programmatic
categorical exclusion
under RER#:

17

as delineated or
approved by:

JOANN.DENT@MODOT.MO.GOV

SHPO Date: 12/07/2017

Comments To District:

If there are any changes in the scope of the project, the Environmental Section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws. A Programmatic Categorical Exclusion (PCE) NEPA classification is anticipated for this proposed project. The NEPA approval date will be given once the Cultural Resources and Threatened and Endangered Species sections are cleared. The LRA/consultant should review all sections above including those marked as cleared/green.

Last Submitted: 12/18/2017 by Jo Dent

FLOODPLAIN DEVELOPMENT APPLICATION/PERMIT

Date: 12/16/2017 Permit / Application # FR-2017-004

MAP COMMUNITY 290492, MAP NUMBER: C05856 DATE: 1-20-17

Name of Applicant: Jackson County, MO Public Works Phone: (816) 881-4350
Address: 303 West Walnut Street
City: Independence State: MO Zip: 64050
Development Address/Location: Double 10' x 8' reinforced concrete box culvert located approximately 0.8 miles south of East Casey Road on South Miller Road

TYPE OF DEVELOPMENT:

☐ NEW CONSTRUCTION ☒ MAINTENANCE ☐ FILLING ☒ GRADING
☐ MINOR IMPROVEMENT ☐ EXCAVATION ☐ MAJOR IMPROVEMENT

PRE-IMPROVEMENT VALUE OF STRUCTURE: \$ _____

COST OF IMPROVEMENT: \$ _____

DESCRIBE DEVELOPMENT TO BE DONE:

Repair and rehabilitation of the existing double 10' x 8' reinforced concrete box culvert, including minor grading to improve hydraulic efficiency of the structure and reduce erosion at the headwall. BRIDGE # 3220007

IS PROPERTY LOCATED IN A DESIGNATED FLOOD ZONE? Yes ZONE: A
IF YES, CERTIFICATION MUST BE PROVIDED THAT THERE WILL BE NO INCREASE IN THE BASE FLOOD ELEVATION, PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP.

IS PROPERTY LOCATED IN A DESIGNATED FLOODWAY FRINGE? No

A) ELEVATION OF THE BASE (100-YEAR) FLOOD:	<u>924</u>	NGVD
B) ELEVATION/FLOODPROOFING REQUIREMENTS:	<u>924</u>	NGVD
C) ELEVATION OF PROPOSED DEVELOPMENT SITE:	<u>924</u>	NGVD

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE FIRST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NONRESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE FIRST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED ABOVE THE BASE FLOOD ELEVATION.

PROVIDE SOURCE OF BASE FLOOD ELEVATION DATA IF NOT AVAILABLE ON FORM AS ATTACHMENT.

OTHER PERMITS
BEING REQUIRED?

<u>Yes</u>	CORPS OF ENGINEERS 404 PERMIT
<u>No</u>	STATE
<u>No</u>	LOCAL LEVEE DISTRICT
<u>No</u>	LOCAL DRAINAGE
<u>Yes</u>	OTHER <u>MoDOT Environmental Clearance</u>

APPLICANT AGREES TO MEET ALL PROVISIONS OF JACKSON COUNTY, MISSOURI FLOOD DAMAGE PREVENTION ORDINANCE (NUMBERS 2363/239/240, AND ALL STATE AND FEDERAL REGULATIONS.



Planning and Zoning Division
Public Works Department
Jackson County, Missouri
Application for Special Use Permit

Date Printed:
12/06/2017

Application #: **SU20170078**

Application Date: **12/06/2017**

Project ID No.: **PR20170249**

Permission is hereby requested by

To perform the following described work on:

Type of Work: **Floodplain Dev Permit**

Work Sub Type: **Floodplain Dev Permit**

Street Address:

Lot:

Subdivision:

S Miller RD

Section: Township:

Range:

General Location: **Bridge No. 3220007**

Permit Fee Received

Signature of Owner

Signature of Agent / Contractor

(This is an Application, NOT a Permit. Work cannot start until a Permit has been RECEIVED.)

Owner: **JACKSON COUNTY PUB**

Agent:

Contractor:

Public Works Jackson County

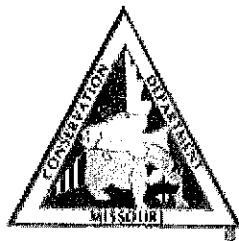
303 W WALNUT

INDEPENDENCE, MO 64050

816-881-4507 Office

DO NOT START ANY CONSTRUCTION
UNTIL YOU RECEIVE YOUR PERMIT.

- 1: The permit will state the minimum allowable size culvert pipe to be used.
- 2: It will be mailed to address given on the application.
- 3: If a concrete drive is installed, inspection will need to be conducted prior to the concrete being poured.
- 4: Gravel and asphalt drive inspection will be conducted when drive is complete.



Missouri Department of Conservation

Missouri Department of Conservation's Mission is to protect and manage the forest, fish, and wildlife resources of the state and to facilitate and provide opportunities for all citizens to use, enjoy and learn about these resources.

Natural Heritage Review Level One Report: No Known Records

Foreword: Thank you for accessing the Missouri Natural Heritage Review Website developed by the Missouri Department of Conservation with assistance from the U.S. Fish and Wildlife Service, the U.S. Army Corps of Engineers, Missouri Department of Transportation and NatureServe. The purpose of this website is to provide information to federal, state and local agencies, organizations, municipalities, corporations and consultants regarding sensitive fish, wildlife, plants, natural communities and habitats to assist in planning, designing and permitting stages of projects.

PROJECT INFORMATION

Project Name and ID Number: South Miller Bridge Rehabilitation #3585

User Project Number: BRO-B048(56); 322000

Project Description: South Miler Road over small creek; located 0.80 miles south of East Casey Road intersection; SW of Lone Jack, Missouri

Project Type: Transportation, Structures and Bridges, Bridge Preservation, Restoration and/or Rehabilitation

Contact Person: Ric Johnson

Contact Information: rljohnson@jacksongov.org or 816-881-4499

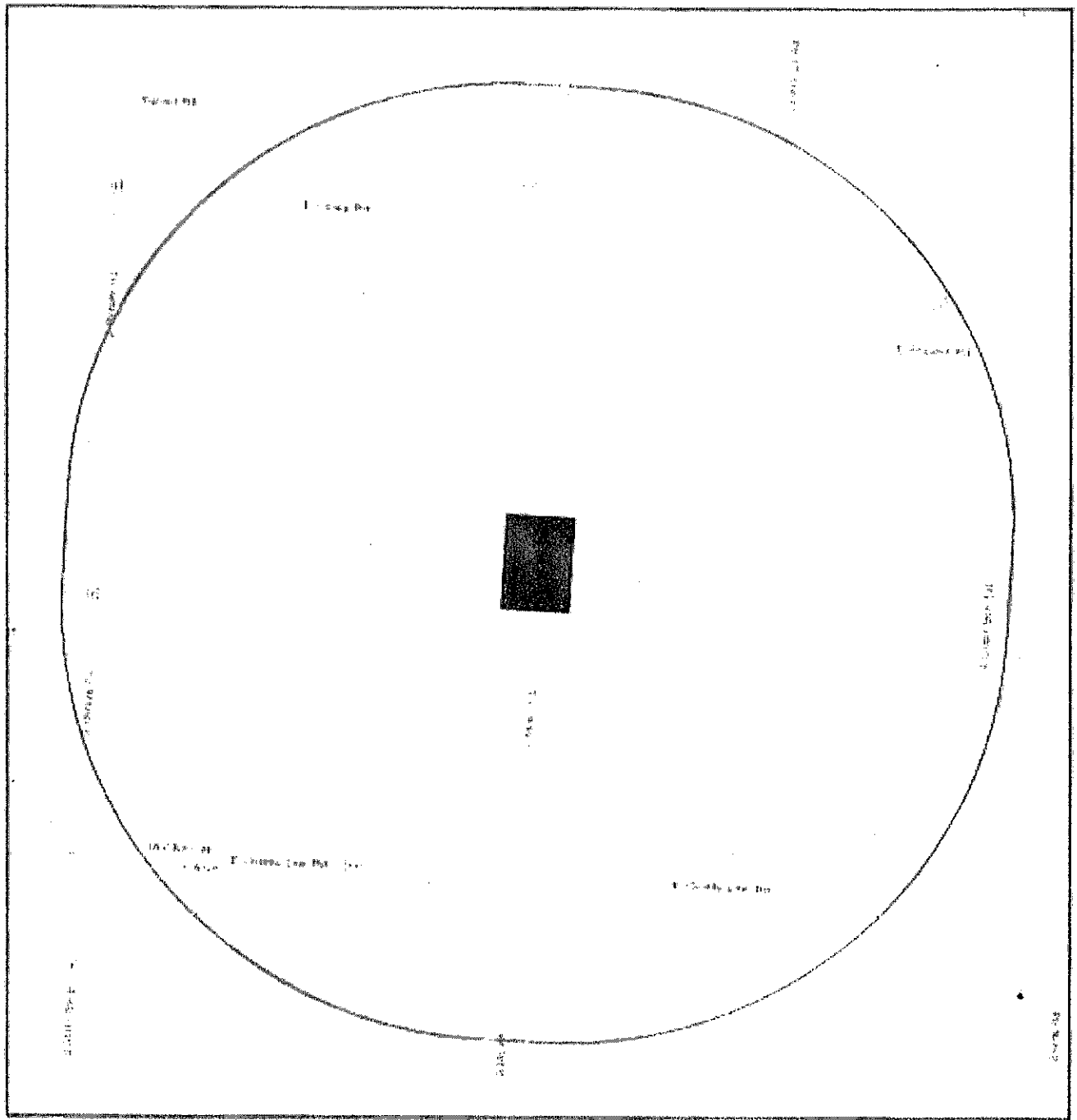
Disclaimer: The NATURAL HERITAGE REVIEW REPORT produced by this website identifies if a species tracked by the Natural Heritage Program is known to occur within or near the area submitted for your project, and shares suggested recommendations on ways to avoid or minimize project impacts to sensitive species or special habitats. If an occurrence record is present, or the proposed project might affect federally listed species, the user must contact the Department of Conservation or U.S. Fish and Wildlife Service for more information. The Natural Heritage Program tracks occurrences of sensitive species and natural communities where the species or natural community has been found. Lack of an occurrence record does not mean that a sensitive plant, animal or natural community is not present on or near the project area. Depending on the project, current habitat conditions, and geographic location in the state, surveys may be necessary. Additionally, because land use conditions change and animals move, the existence of an occurrence record does not mean the species/habitat is still present. Therefore, Reports include information about records near but not necessarily on the project site.

The Natural Heritage Report is not a site clearance letter for the project. It provides an indication of whether or not public lands and sensitive resources are known to be (or are likely to be) located close to the proposed project. Incorporating information from the Natural Heritage Program into project plans is an important step that can help reduce unnecessary impacts to Missouri's sensitive fish, forest and wildlife resources. However, the Natural Heritage Program is only one reference that should be used to evaluate potential adverse project impacts. Other types of information, such as wetland and soils maps and on-site inspections or surveys, should be considered. Reviewing current landscape and habitat information, and species' biological characteristics would additionally ensure that Missouri Species of Conservation Concern are appropriately identified and addressed in planning efforts.

U.S. Fish and Wildlife Service – Endangered Species Act (ESA) Coordination: Lack of a Natural Heritage Program occurrence record for federally listed species in your project area does not mean the species is not present, as the area may never have been surveyed. Presence of a Natural Heritage Program occurrence record does not mean the project will result in negative impacts. The information within this report is not intended to replace Endangered Species Act consultation with the U.S. Fish and Wildlife Service (USFWS) for listed species. Direct contact with the USFWS may be necessary to complete consultation and it is required for actions with a federal connection, such as federal funding or a federal permit; direct contact is also required if ESA concurrence is necessary. Visit the USFWS Information for Planning and Conservation (IPaC) website at <https://ecos.fws.gov/ipac/> for further information. This site was developed to help streamline the USFWS environmental review process and is a first step in ESA coordination. The Columbia Missouri Ecological Field Services Office may be reached at 573-234-2132, or by mail at 101 Park Deville Drive, Suite A, Columbia, MO 65203.

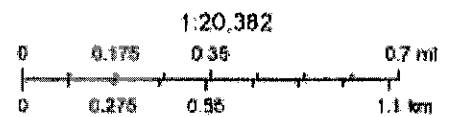
Transportation Projects: If the project involves the use of Federal Highway Administration transportation funds, these recommendations may not fulfill all contract requirements. Please contact the Missouri Department of Transportation at 573-526-4778 or www.modot.mo.gov/ehp/index.htm for additional information on recommendations.

South Miller Bridge Rehabilitation



November 22, 2017

- ☐ Project Boundary
- ☐ Buffered Project Boundary



Sources: Esri, HERE, DeLorme, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GEBCO, IGN, Karteg, HL, OpenStreetMap, Esri, Japan, METI, Esri, China (Hong Kong), Swisstopo, Mapbox, © OpenStreetMap contributors, and the GIS User Community

Species or Communities of Conservation Concern within the Area:

There are no known records for Species or Natural Communities of Conservation Concern within the defined Project Area.

Other Special Search Results:

No results have been identified for this project location.

Project Type Recommendations:

Recommendations for Best Management Practices are under development.

Project Location and/or Species Recommendations:

Endangered Species Act Coordination - Indiana bats (*Myotis sodalis*, federal- and state-listed endangered) and Northern long-eared bats (*Myotis septentrionalis*, federal-listed threatened) may occur near the project area. Both of these species of bats hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in wooded areas, often riparian forests and upland forests near perennial streams. During project activities, avoid degrading stream quality and where possible leave snags standing and preserve mature forest canopy. Do not enter caves known to harbor Indiana bats or Northern long-eared bats, especially from September to April. If any trees need to be removed for your project, please contact the U.S. Fish and Wildlife Service (Ecological Services, 101 Park Deville Drive, Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132 ext. 100 for Ecological Services) for further coordination under the Endangered Species Act.

Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, and larvae may be moved to new sites on boats or construction equipment. Please inspect and clean equipment thoroughly before moving between project sites. See <http://mdc.mo.gov/9633> for more information.

- Remove any mud, soil, trash, plants or animals from equipment before leaving any water body or work area.
- Drain water from boats and machinery that have operated in water, checking motor cavities, live-well, bilge and transom wells, tracks, buckets, and any other water reservoirs.
- When possible, wash and rinse equipment thoroughly with hard spray or HOT water (7140° F, typically available at do-it-yourself car wash sites), and dry in the hot sun before using again.

Streams and Wetlands – Clean Water Act Permits: Streams and wetlands in the project area should be protected from activities that degrade habitat conditions. For example, soil erosion, water pollution, placement of fill, dredging, in-stream activities, and riparian corridor removal, can modify or diminish aquatic habitats. Streams and wetlands may be protected under the Clean Water Act and require a permit for any activities that result in fill or other modifications to the site. Conditions provided within the U.S. Army Corps of Engineers (USACE) Clean Water Act Section 404 permit (<http://www.nwk.usace.army.mil/Missions/RegulatoryBranch.aspx>) and the Missouri Department of Natural Resources (DNR) issued Clean Water Act Section 401 Water Quality Certification (<http://dnr.mo.gov/env/wpp/401/index.html>), if required, should help minimize impacts to the aquatic organisms and aquatic habitat within the area. Depending on your project type, additional permits may be required by the Missouri Department of Natural Resources, such as permits for stormwater, wastewater treatment facilities, and confined animal feeding operations. Visit <http://dnr.mo.gov/env/wpp/permits/index.html> for more information on DNR permits. Visit both the USACE and DNR for more information on Clean Water Act permitting.

For further coordination with the Missouri Department of Conservation and the U.S. Fish and Wildlife Services, please see the contact information below.

MDC Natural Heritage Review
Resource Science Division
P.O. Box 180
Jefferson City, MO
65102-0180
Phone: 573-522-4115 ext. 3182
NaturalHeritageReview@mdc.mo.gov

U.S. Fish and Wildlife Service
Ecological Service
101 Park Deville Drive
Suite A
Columbia, MO
65203-0007
Phone: 573-234-2132

Miscellaneous Information

FEDERAL Concerns are species/habitats protected under the Federal Endangered Species Act and that have been known near enough to the project site to warrant consideration. For these, project managers must contact the U.S. Fish and Wildlife Service Ecological Services (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; Phone 573-234-2132; Fax 573-234-2181) for consultation.

STATE Concerns are species/habitats known to exist near enough to the project site to warrant concern and that are protected under the Wildlife Code of Missouri (RSMo 3 CSR 10). "State Endangered Status" is determined by the Missouri Conservation Commission under constitutional authority, with requirements expressed in the Missouri Wildlife Code, rule 3CSR 10-4.111. Species tracked by the Natural Heritage Program have a "State Rank" which is a numeric rank of relative rarity. Species tracked by this program and all native Missouri wildlife are protected under rule 3CSR 10-4.110 General Provisions of the Wildlife Code.

Additional information on Missouri's sensitive species may be found at <http://mdc.mo.gov/discover-nature/field-guide/endangered-species>. Detailed information about the animals and some plants mentioned may be accessed at http://mdc4.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx. If you would like printed copies of best management practices cited as internet URLs, please contact the Missouri Department of Conservation.

CULTURAL RESOURCE ASSESSMENT
Section 106 Review

CONTACT PERSON/ADDRESS

C:

Mr. Eric Johnson, P.E.
Jackson County Tech Center
303 West Walnut Street
Independence, MO 64040

Ms. Raegan Ball, FHWA
Mr. Michael Meinke, MoDOT

PROJECT:

South Miller Road Bridge No. 3220007 Project BRO-B048(56)

FEDERAL AGENCY

FHWA

COUNTY:

JACKSON

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

☐

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

☒

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

☐

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

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

By:

Toni M. Prawl

Toni M. Prawl, Ph.D., Deputy State Historic Preservation Officer

December 7, 2017

Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES
STATE HISTORIC PRESERVATION OFFICE
P.O. Box 176, Jefferson City, Missouri 65102

For additional information, please contact Judith Deel, (573) 751-7862. Please be sure to refer to the project number 059-JA-18