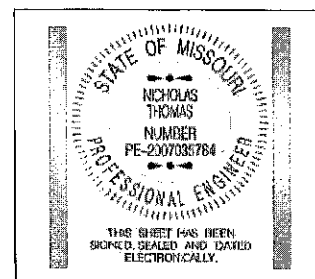

Bid Documents, Contract Documents and Technical Specifications

for

Federal-Aid Project No. BRO-B048 (58)
Jackson County Project No. 3242

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



INVITATION TO BID NO. 79-22



FOR

East Haines Road Bridge Replacement of the existing four cell reinforced concrete slab bridge. The project includes removal of the existing culvert and the installation of a triple cell 12' x 6' cast-in-place concrete box culvert, including cast-in-place wingwalls. Additional work tasks include minor reshaping of the roadway shoulders, installation of guardrail, and placement of rock blanket around the wingwalls to prevent erosion. The project is located 0.62 miles east of Smart Road crossing over East Branch Creek, northeast of Greenwood, Missouri.

FILED

MAY 25 2023

MARY JO SPINO
COUNTY CLERK

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BIDDING DOCUMENTS

ADVERTISEMENT FOR BIDS

JACKSON COUNTY, MISSOURI
PUBLIC WORKS DEPARTMENT, ENGINEERING DIVISION

EAST HAINES ROAD BRIDGE REPLACEMENT
JCPW PROJECT NUMBER 3242 – COUNTY BID NUMBER ITB 79-22

Bid documents will be available on **October 25, 2022**, for the “**East Haines Road Bridge Replacement**” in Jackson County, Missouri Invitation to Bid No. 79-22 on Bonfire. Bids must be submitted through the Bonfire Portal at <https://jacksongov.bonfirehub.com> prior to 2:00 P.M. on **November 15, 2022**. Bids submitted by any other method will not be accepted.

Project Location: The East Haines Road Bridge Replacement is located approximately 3,280 feet East of the intersection of Haines Road and Smart Road in Unincorporated Jackson County, Missouri, as shown on the Plan Sheets.

Proposed Work: The General Contractor shall furnish all materials, equipment, tools and labor required to perform the following on the East Haines Road Bridge: 1. The demolition of the existing bridge & roadway as shown on the plans. 2. Construction of a new Triple 12' x 6' Reinforced Concrete Box. 3. Install guardrail systems. 4. Approximately 597' of roadway work. 5. All other incidental work in the most substantial and workmanlike manner for the bridge, and 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 9% 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 **November 8, 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 **November 15, 2022**.

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

Removal of the existing bridge structure and the installation of a triple 12' x 6' cast-in-place three-sided box culvert, including cast-in-place wingwalls. Additional work tasks includes roadway reconstruction, mill and overlay, guardrail, storm sewer, 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: 90

(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: \$700 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/qc_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.

(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

Cale Seymour Construction, LLC
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 LLC Missouri

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

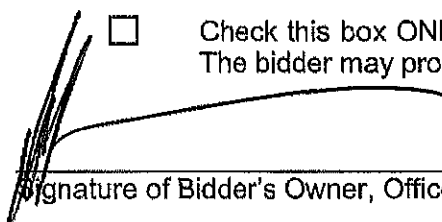
Executed by Bidder this 14th day of November 2022.

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

Cale Seymour, President

Please print or type name and title of person signing here

Attest:

Affix Corporate Seal

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
EAST HAINES ROAD BRIDGE REPLACEMENT

Federal Project No. BRO-B048 (58)
JCPW Project No. 3242, Bid No. ITB 79-22

Item No.	Description	Units	Quantity	Unit Price	Extension
1	Mobilization	LUMP SUM	1	31,981.61	31,981.61
2	Removal of Improvements	LUMP SUM	1	26,064.00	26,064.00
3	Contractor Furnished Surveying & Staking	LUMP SUM	1	5,500.00	5,500.00
4	Clearing and Grubbing	ACRE	1	2,500.00	2,500.00
5	Asphaltic Concrete Mixture APWA Type 5-01	TON	572	140.40	80,308.80
6	Asphaltic Concrete Mixture APWA Type 1-01	TON	451	138.00	62,238.00
7	Type 5 Aggregate for Subbase (6 in Thick)	SQ. YD.	1,206	15.00	18,090.00
8	Type 5 Aggregate for Subbase (4 in Thick)	SQ. YD.	57	13.00	741.00
9	Unclassified Excavation	CY	115	10.07	1,158.05
10	Compacting Embankment	CY	115	6.75	776.25
11	Embankment In Place	CY	496	35.28	17,498.88
12	Furnishing and Placing Type 2 Rock Blanket (24" Thick) And Geotextile Fabric	CU. YD.	39	80.00	3,120.00
13	MGS Guardrail	LIN. FT.	25	50.00	1,250.00
14	Type A Crashworthy End Terminal (MASH)	EACH	2	3,855.00	7,710.00
15	MGS Bridge Approach Transition Section (Regular/No Curb)	EACH	2	5,600.00	11,200.00
16	Silt Fence	LIN. FT.	231	3.00	693.00
17	Rock Ditch Check	LIN. FT.	40	35.00	1,400.00
18	Hydro Seed & Mulch	ACRE	0.5	5,000.00	2,500.00
19	Permanent Type 1D Erosion Control Blanket	SQ. YD.	331	3.31	1,095.61

20	4" Solid White Edge Line	LIN. FT.	1,091	1.00	1,091.00
21	4" Solid Double Yellow Centerline	LIN. FT.	1,194	1.00	1,194.00
22	15" Pipe Group 'C'	LIN. FT.	94	52.00	4,888.00
23	15" Flared End Section Group 'C'	EACH	1	508.39	508.39
24	Removal of Structure	LUMP SUM	1	25,000.00	25,000.00
25	Class 4 Excavation in Rock	CU. YD.	10	200.00	2,000.00
26	KCMMB 4K Concrete (Culverts)	CU. YD.	115.6	1,111.59	128,499.80
27	Bridge Guardrail (Thrie Beam)	LIN. FT.	95	259.69	24,670.55
28	Traffic Control	LUMP SUM	1	3,500.00	3,500.00
Total Amount Bid for Project =					467,176.94

Four hundred sixty seven thousand one hundred seventy six dollars nintey
 four cents
 Total Amount Bid for Project (Typed or Written)

Cale Seymour Construction, LLC

Firm Name

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



AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

Cale Seymour Construction, LLC
708 NE MM Highway
Knox Noster, MO 65336

SURETY:

(Name, legal status and principal place of business)

Granite Re, Inc.
14001 Quailbrook Dr.
Oklahoma City, OK 73134

OWNER:

(Name, legal status and address)

Jackson County Purchasing Dept
415 E 12 St Room G1
Independence, MO 64106

BOND AMOUNT: \$ Five Percent (5%) of Bid Amount

PROJECT:

(Name, location or address, and Project number, if any)

Proj B048(58) Jackson County Project 3242 East Haines Road
Bridge Replacement

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

init.

Signed and sealed this November 15, 2022

Bonnie Seymour
(Witness)

Ta
(Witness) Secretary

[Signature]
(Principal) (Seal)

President
(Title)

[Signature]
(Surety)

David S. Salavitch, Attorney in Fact
(Title)



Ink.

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User Notes:

(877099080)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents,

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

DAVID SALAVITCH, ROBERT L. COX II its true and lawful Attorney-In-Fact(s) for the following purposes, to wit:


To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney, and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:


DAVID SALAVITCH, ROBERT L. COX II may lawfully do in the premises by virtue of these presents.

In Witness Whereof, the said GRANITE RE, INC. has caused this Instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President


Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC. the corporation described in and which executed the foregoing Power of Attorney, that they each knew the seal of said corporation, that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires
August 8, 2021
Commission #: 01013257





Kathleen E. Carlson
Notary Public

GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc. a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced, provided however, that the seal shall not be necessary to the validity of any such instrument or undertaking.

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this
15 day of November, 2022





Kyle P. McDonald, Secretary/Treasurer

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. Silver Eagle 400 S Cool Springs Rd Ofallon, MO	12	760.00	60%	456.00	.00097608
	13	957.50	60%	574.50	.00122973
	14	6,092.50	60%	3,655.50	.00782466
	15	8,875.00	60%	5,325.00	.01139825
	16	164.01	60%	98.41	.00021065
	19	168.81	60%	101.29	.00021681
	22	1,460.00	60%	876.00	.00187509
		<u>Total</u>		<u>Total</u>	<u>Total</u>
2.	23	182.00	60%	109.20	.00023374
	27	17,575.00	100%	17,575.00	.03761958
	26	29,138.10	60%	17,482.86	.03742235
		<u>65,372.92</u>		<u>46,253.76</u>	<u>.09900694</u>
		<u>Total</u>		<u>Total</u>	<u>Total</u>
3.					
		<u>Total</u>		<u>Total</u>	<u>Total</u>
4.					
		<u>Total</u>		<u>Total</u>	<u>Total</u>
Total DBE Participation		65,372.92		46,253.76	.09900694

** 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)					
Totals (Page 2)					
Totals (additional pages if needed)					
Total DBE Participation				46,253.76	.09900694

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

Company: Cale Seymour Construction, LLC Date: 11/17/2022
 By:  Title: President

**Instructions for Completing
the
DBE Identification
Submittal Form
(ECR-101)**

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

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

DISADVANTAGED BUSINESS ENTERPRISE (DBE) PROGRAM REQUIREMENTS FOR LOCAL PROGRAMS

1.0 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 **90 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 they have been notified of the award of the Contract to them, 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 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 they have not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that they have not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that they have not sought by collusion to obtain for themselves any advantage over any other bidder or over the Owner.

ADDENDA CERTIFICATION

The undersigned acknowledges receipt of addenda through and including numbers

NA, and that the bid submitted is in accordance with information, instructions and stipulations set forth thereby.

Authorized Signature of Bidder

Cale Seymour Construction, LLC
Company Name

11/14/2022
Date

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

Cale Seymour Construction, LLC
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
Licensed in Missouri | <input type="checkbox"/> | Foreign Corporation |
| <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 Warrensburg, MO
City, State

this 14th day of November, 2022.

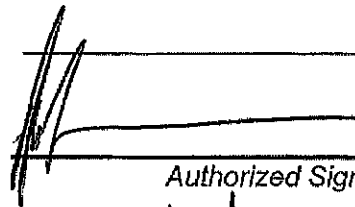
SIGNATURES

Name and Address of all Partners

Cale Seymour

708 NE MM HWY Knob Noster, MO 6533

Attest (Seal)



Authorized Signature

President

Title of Person Signing

EQUIPMENT QUESTIONNAIRE

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

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

Job Superintendent, Owner

- 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
	Trackhoe	Good		Home base
	Skidsteer	Good		Home base
	Bulldozer	Good		Home base
	Crane	Good		Home base
	Concrete Forms	Good		Home base
	misc equipment needed	Good		Home base

Note: Attach additional sheets if required

AFFIDAVIT

Comes now Cale Seymour Bonnie Seymour, of the
Printed Name of Affiant

Cale Seymour Construction, LLC
Name of Bidding Entity

and upon their oath states that in connection with the bid for

BRO B048(58) Jackson County Project #3242
Name of Project Being Bid Upon

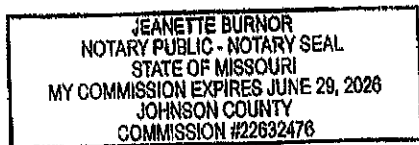
that they have neither promised or paid any money in connection with the securing of this contract, and that no proceeds from the construction of the said project have been promised or will be paid to any individual or corporation. This affidavit is not construed to include payments for actual labor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

Further, Affiant saith not.

Bonnie Seymour agent of Cale Seymour
Signature of Affiant Construction, LLC

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

this 14 day of Nov, 2022.



Jeanette Burnor
Notary Public

My commission expires June 29 2026

ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF Missouri)
) ss
COUNTY OF Johnson)

On the 14 th day of November, 2022, before me appeared Cale Seymour *Bonnie Seymour*
(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 agent of Cale Seymour Construction, LLC
(Title) *of* (Business Name)

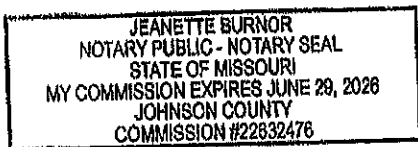
and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

- 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 eligiblity 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 employee 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

14 day of Nov, 2022.

My Commission Expires June 29 2026 *Jeanette Burnor*
Notary Public



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.

Clerk of the Legislature
Jackson County Courthouse
306 West Kansas Avenue
Independence, Missouri 64050

Gentlemen:

I do hereby certify that year 2021 Personal Property and/or Merchants and Manufacturers Tax for State, County, School and other purposes have been paid in the amount of

\$ N/A. I further certify that assessment returns as required by law for year 2021 were filed on behalf of the undersigned, including therein a full, accurate and complete listing of all tangible personal property, subject to assessment in Jackson County, Missouri.

Bonnie Seymour
Authorized Signature of Bidder

President agent of
Title

For:

Cale Seymour Construction, LLC
Company Name

708 NE MM HWY
Street Address

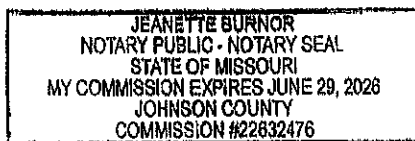
Knob Noster, MO 65336
City, State & Zip

(660) 909-7492
Telephone #

Federal I.D. # 74-3135272

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

this 14 day of Nov, 2022.



Jeanette Burnor
Notary Public

My commission expires June 29 2026.

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: Cale Seymour Construction, LLC

Will subcontractors be used to complete the work? Yes No

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



Subcontractor No. 1

Name: Metro Asphalt

Address: 3811 North Cobbler

City & Zip Code: Independence, MO 64058

Telephone No: 816.836.7400 Fax No: 816.257.2853

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

Type 5 Asphalt surface, and Type 1 Asphalt Base

Dollar Amount	\$	DBE	Certif. Agency	
	129,509.00	0		



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	\$	DBE	Certif. Agency	



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

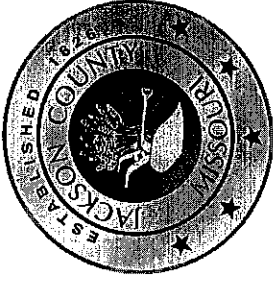
A Certificate of Compliance will certify that vendors meet the following requirements:

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:

Cale Seymour Construction, LLC
708 NE MM HWY

Knob Noster, MO 65336

2022 Certificate: 20221116VC1114

Issued: 2022-11-16

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



Company Name

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.

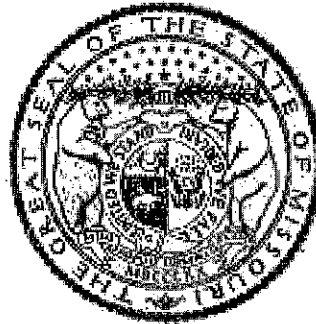
A one-to-one ratio of apprentices to journey workers must be followed. Any apprentice working out of ratio or without a journey worker present must be paid journey worker's level wages.

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
EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
JCPW PROJECT NO. 3242

Building Construction Rates for
JACKSON County

Section D48

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$87.06
Boltsman	\$37.33*
Bricklayer	\$58.20
Carpenter	\$60.21
Lather	
Linoalum Layer	
Midwright	
Pile Driver	
Cement Mason	\$54.35
Plasterer	
Communications Technician	\$58.66
Electrician (Inside Wireman)	\$58.21
Electrician Outside Lineman	\$54.01
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$37.33*
Glazier	\$58.34
Ironworker	\$68.35
Laborer	\$49.04
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$54.39
Marble Mason	
Marble Finisher	
Terazzo Worker	
Terazzo 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	\$78.12
Pipe Fitter	
Roofer	\$57.83
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 200.210 RSMo.

Heavy Construction Rates for
 JACKSON County

Section 048

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$60.95
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$84.43
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$49.26
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 _____

(Subcontractor 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.
IDD/TTY: 800-735-2966 Relay Missouri: 711*



MISSOURI DEPARTMENT OF LABOR AND INDUSTRIAL RELATIONS
AFFIDAVIT
COMPLIANCE WITH THE PREVAILING WAGE LAW

I, _____, upon being duly sworn upon my oath state that: (1) I am the
(Name)
_____ of _____; (2) all requirements of
(Title) (Name of Company)
§§ 290.210 to 290.340, RSMo, pertaining to the payment of wages to workers employed on public works projects
have been fully satisfied with regard to this company's work on _____;
(Name of Project)

(3) I have reviewed and am familiar with the prevailing wage rules in 8 CSR 30-3.010 to 8 CSR 30-3.060; (4) based upon my knowledge of these rules, including the occupational titles set out in 8 CSR 30-3.060, I have completed full and accurate records clearly indicating (a) the names, occupations, and crafts of every worker employed by this company in connection with this project together with an accurate record of the number of hours worked by each worker and the actual wages paid for each class or type of work performed, (b) the payroll deductions that have been made for each worker, and (c) the amounts paid to provide fringe benefits, if any, for each worker; (5) the amounts paid to provide fringe benefits, if any, were irrevocably made to a fund, plan, or program on behalf of the workers; (6) these payroll records are kept and have been provided for inspection to the authorized representative of the contracting public body and will be available, as often as may be necessary, to such body and the Missouri Department of Labor and Industrial Relations; (7) such records shall not be destroyed or removed from the state for one year following the completion of this company's work on this project; and (8) there has been no exception to the full and complete compliance with the provisions and requirements of Annual Wage Order No. _____ Section _____ issued by the Missouri Division of Labor Standards and applicable to this project located in _____ County, Missouri, and completed on the _____ day of _____.

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.

Signature

Subscribed and sworn to me this _____ day of _____.

My commission expires _____.

Notary Public

Receipt by Authorized Public Representative

FHWA-1273 -- Revised July 5, 2022

**REQUIRED CONTRACT
PROVISIONS FEDERAL-AID
CONSTRUCTION CONTRACTS**

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

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, United States Code, as required in 23 CFR 633.102(b) (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). 23 CFR 633.102(e).

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. 23 CFR 633.102(e).

Form FHWA-1273 must be included in all Federal-aid design- build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services) in accordance with 23 CFR 633.102. 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 solicitation-for-bids or request-for-proposals 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). 23 CFR 633.102(b).

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. 23 CFR 633.102(d).

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

determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a

Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. 23 U.S.C. 114(b). The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors. 23 U.S.C. 101(a).

II. NONDISCRIMINATION (23 CFR 230.107(a); 23 CFR Part 230, Subpart A, Appendix A; EO 11246)

The provisions of this section related to 23 CFR Part 230, Subpart A, Appendix A 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 Part 60, 29 CFR Parts 1625-1627, 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR Parts 21, 26, and 27; 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 Part 60, and 29 CFR Parts 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with 23 U.S.C. 140, Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), and Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. 2000d et seq.), and related regulations including 49 CFR

Parts 21, 26, and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR Part 230, Subpart A, 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 (see 28 CFR Part 35, 29 CFR Part 1630, 29 CFR Parts 1625-1627, 41 CFR Part 60 and 49 CFR Part 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 Part 35 and 29 CFR Part 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. 23 CFR 230.409 (g)(4) & (5).

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, sexual orientation, gender identity, 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 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 or other knowledgeable company official.

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

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

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

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

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

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

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

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment.

Information and procedures with regard to referring such applicants will be discussed with employees.

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

- a. The contractor will conduct periodic inspections of project sites to ensure 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. 23 CFR 230.409. 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, sexual orientation, gender identity, national origin, age, or disability.

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

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, sexual orientation, gender identity, 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 thereunder. 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, sexual orientation, gender identity, 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, 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. Assurances Required:

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

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

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

c. The Title VI and nondiscrimination provisions of U.S. DOT Order 1050.2A at

Appendixes A and E are incorporated by reference. 49 CFR Part 21.

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

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of more than \$10,000. 41 CFR 60-1.5.

As prescribed by 41 CFR 60-1.8, 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, sexual orientation, gender identity, 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

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), in accordance with 29 CFR 5.5. The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified

increase employment opportunities for minorities and women; and

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

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

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.

as Federal-aid highway. 23 U.S.C. 113. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. 23 U.S.C. 101. Where applicable law requires that projects be treated as a project on a Federal-aid highway, the provisions of this subpart will apply

regardless of the location of the project. Examples include: Surface Transportation Block Grant Program projects funded under 23 U.S.C. 133 [excluding recreational trails projects], the Nationally Significant Freight and Highway

Projects funded under 23 U.S.C. 117, and National Highway Freight Program projects funded under 23 U.S.C. 167.

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

1. Minimum wages (29 CFR 5.5)

a. 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, 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 Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(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 (29 CFR 5.5)

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 (29 CFR 5.5)

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. 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 29 CFR 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), 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 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 18 U.S.C. 1001 and 31 U.S.C. 231.

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 (29 CFR 5.5)

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.

- c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.
- d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. 23 CFR 230.111(e)(2). The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to 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 as provided in 29 CFR 5.5.
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 as provided in 29 CFR 5.5.
9. **Disputes concerning labor standards.** As provided in 29 CFR 5.5, disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor

set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility (29 CFR 5.5)

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

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

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph 1 of this section, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 currently provided in 29 CFR 5.5(b)(2)* for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph 1 of this section. 29 CFR 5.5.

* \$27 as of January 23, 2019 (See 84 FR 213-01, 218) as may be adjusted annually by the Department of Labor; pursuant to the Federal Civil Penalties Inflation Adjustment Act of 1990).

3. Withholding for unpaid wages and liquidated damages. 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. 29 CFR 5.5.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs 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. 29 CFR 5.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

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

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

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

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;

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

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

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or

equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract. 23 CFR 635.102.

2. Pursuant to 23 CFR 635.116(a), the contract amount upon which the requirements set forth in paragraph (1) of 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. Pursuant to 23 CFR 635.116(c), the contractor shall furnish
(a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of

except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract. (based on

long-standing interpretation of 23 CFR 635.116).

5. The 30-percent self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements. 23 CFR 635.116(d).

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

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any

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

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

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 Part 635) in one or more places where it is readily available to all persons concerned with the project:

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

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person,

association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity,

or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

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

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

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

This provision is applicable to all Federal-aid construction contracts in excess of \$150,000 and to all related subcontracts. 48 CFR 2.101; 2 CFR 200.326.

By submission of this bid/proposal or the execution of this contract or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, subcontractor, supplier, or vendor agrees to comply with all applicable standards, orders

or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal

Water Pollution Control Act, as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Highway Administration and the Regional Office of the Environmental Protection Agency. 2 CFR Part 200, Appendix II.

The contractor agrees to include or cause to be included the requirements of this Section in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements. 2 CFR 200.326.

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. 2 CFR 180.220 and 1200.220.

1. Instructions for Certification – First Tier Participants:

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

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

first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction. 2 CFR 180.320.

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

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

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

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower

tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction. 2 CFR 180.330.

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

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. 2 CFR 180.300; 180.320, and 180.325. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. 2 CFR 180.335. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the System for Award Management website (<https://www.sam.gov/>). 2 CFR 180.300, 180.320, and 180.325.

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

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with

a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default. 2 CFR 180.325.

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

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

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

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

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

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

(5) Are not a corporation that has been convicted of a felony violation under any Federal law within the two-year period

preceding this proposal (USDOT Order 4200.6 implementing appropriations act requirements); and

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

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

3. Instructions for Certification - Lower Tier Participants:

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

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

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

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

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180, Subpart I, 180.900 – 180.1020, and 1200. You may contact the person to which this proposal is

submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a recipient or subrecipient of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a recipient or subrecipient of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

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

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

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

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

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

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

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

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

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

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

(c) is a corporation with any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an

agreement with the authority responsible for collecting the tax liability. (USDOT Order 4200.6 implementing appropriations act requirements)

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

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 Part 20, App. A.

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

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

b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any

Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier

subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

XII. USE OF UNITED STATES-FLAG VESSELS:

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

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

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

1. To utilize privately owned United States-flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to this contract, to the extent such vessels are available at fair and reasonable rates for United States-flag commercial vessels. 46 CFR 381.7.
2. To furnish within 20 days following the date of loading for shipments originating within

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

FEDERAL AID PROVISIONS

December 1980

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

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

Goals for Female participation for each trade

AREA COVERED

Goals for women apply nationwide

GOALS AND TIMETABLES

Goals

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

Goals for Minority Participation for Each Trade

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
EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
JCPW PROJECT NO. 3242

"General Decision Number: MO20220001 09/02/2022

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
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

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
14	07/29/2022
15	08/05/2022
16	09/02/2022

CARP0002-002 05/01/2022

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 39.94	19.50

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 05/01/2022

	Rates	Fringes
Carpenter and Piledriver		
ADAIR, AUDRAIN (West of Hwy 19), BOONE, CALLAWAY, CHARITON, COLE, COOPER, HOWARD, KNOX, LINN, MACON, MILLER, MONITEAU, MONROE, OSAGE, PUTNAM, RANDOLPH, SCHUYLER, SHELBY AND SULLIVAN COUNTIES.....	\$ 34.06	19.20
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 32.43	19.20

JACKSON COUNTY PUBLIC WORKS
EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
JCPW PROJECT NO. 3242

AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.\$ 34.07	19.20
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.\$ 32.00	19.20
BENTON, MORGAN AND PETTIS...\$ 32.48	19.20
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....\$ 33.90	19.20
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....\$ 33.20	19.20
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....\$ 32.77	19.20
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....\$ 33.89	19.20
FRANKLIN COUNTY.....\$ 37.59	19.20
JEFFERSON AND ST. CHARLES COUNTIES.....\$ 39.94	19.50
LINCOLN COUNTY.....\$ 35.91	19.20
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....\$ 34.74	19.20
WARREN COUNTY.....\$ 36.38	19.20

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
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

	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,, DEKALE, 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:

JACKSON COUNTY PUBLIC WORKS
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

	Rates	Fringes
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 12/01/2021

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.....	\$ 34.50	18.71

 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 06/01/2022

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

	Rates	Fringes
Electricians:.....	\$ 36.00	16.39

 ELEC0702-004 12/30/2019

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

JACKSON COUNTY PUBLIC WORKS
EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
JCPW PROJECT NO. 3242

	Rates	Fringes
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 gauge); mechanics and welders (field and plants); mucking machine operator; pile drive operator; pitman crane or boom truck (all types); push cat; quad track; scraper operators (all types); shovel operator; sideboom cats; side discharge spreader; skimmer scoop operators; slip form paver operator (CMI, Rex, Gomeco or equal); la tourneau rooter (all tiller types); tow boat operator; truck crane; wood and log chippers (all types).

GROUP 2: A-frame truck operator; articulated dump truck; back filler operator; boilers (1); chip spreader; churn drill operator; compressor; concrete mixer operator, skip loader; concrete saws (self-propelled); conveyor operator; crusher operator; distributor operator; elevating grader

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

GROUP 3: (a) 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 rooter (all tiller types); tow boat operator; truck crane; ultra high perssure waterjet cutting tool system operator/mechanic; vacuum blasting machine operator/mechanic; wood and log chippers (all types)

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

FOOTNOTE:

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

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

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

Shovels & backhoes, 3 yd. capacity or over.

 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

JACKSON COUNTY PUBLIC WORKS
EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
JCPW PROJECT NO. 3242

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; roter; side discharge concrete spreader; slip form finishing machine; stumpcutter machine; throttle man; tractor operator (over 50 h.p.); winch truck.

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

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

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

The following classifications shall receive \$.50 above GROUP 1 rate:

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

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

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

 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, Cimbing (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 souces including concrete breakers, jackhammers and Barco equipmnet 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

 ENGI0513-006 05/01/2022

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

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

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

GROUP 1: Asphalt finishing machine & trench widening spreader, asphalt plant console operator; autograder; automatic slipform paver; back hoe; blade operator - all types; boat operator tow; boiler two; central mix concrete plant operator; clam shell operator; concrete mixer paver; crane operator; derrick or derrick trucks; ditching machine; dozer operator; dragline operator; dredge booster pump; dredge engineman; dredge operator; drill cat with compressor mounted on cat; drilling or boring machine rotary self-propelled; highloader; hoisting engine 2 active drums; launchhammer wheel; locomotive operator standrad guage; mechanics and welders; mucking machine; piledriver operator; pitman crane operator; push cat operator; quad-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; roter; 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 machine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

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

FOOTNOTE: HOURLY PREMIUMS

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

 ENGI0513-007 05/05/2022

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:

JACKSON COUNTY PUBLIC WORKS
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

Backhoe, hydraulic	
2 cu. yds. or under without oiler	\$2.00
Certified Crane Operator	1.50
Certified Hazardous Material Operator	1.50
Crane, climbing (such as Linden)	.50
Crane, pile driving and extracting	.50
Crane, with boom (including jib) over 100' (from pin to pin) add \$.01 per foot to maximum of	4.00
Crane, using rock socket tool	.50
Derrick, diesel, gas or electric, hoisting material and erecting steel (150' or more above ground)	.50
Dragline, 7 cu. yds. and over	.50
Hoist, three (3) or more drums in use	.50
Scoop, Tandem	.50
Shovel, power - 7 cu. yds. or more	.50
Tractor, tandem crawler	.50
Tunnel, man assigned to work in tunnel or tunnel shaft	.50
Wrecking, when machine is working on second floor or higher	.50

 * IRON0010-012 04/01/2022

	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.....\$ 32.50		32.68
ATCHISON, BATES, BUCHANAN, CALDWELL, CARROLL, CASS, CLAY, CLINTON, HENRY, JACKSON, JOHNSON, LAFAYETTE, PETTIS, PLATTE, SALINE, AND RAY COUNTIES....\$ 35.50		32.68

 IRON0321-002 08/01/2022

DOUGLAS, HOWELL and OZARK COUNTIES

Rates	Fringes
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JACKSON COUNTY PUBLIC WORKS
EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
JCPW PROJECT NO. 3242

Ironworker.....\$ 23.50 19.96

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 06/01/2022

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

Rates Fringes

Ironworker.....\$ 28.80 25.05

IRON0584-004 06/01/2022

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

Rates Fringes

Ironworkers:.....\$ 28.00 16.00

* IRON0782-003 08/01/2022

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.....\$ 30.73 24.12

LABO0042-003 03/02/2022

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 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

 LABO0579-005 05/01/2022

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVISS, 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.

 LAB00660-004 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 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; 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 nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic 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

 LABO0663-002 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 nozzle man, asphalt plant platform man, chuck tender, crusher feeder, men handling creosote ties on creosote materials, men working with and handling epoxy material or materials (where special protection is required), topper of standing trees, batter board man on pipe and ditch work, feeder man on wood pulverizers, board and willow mat weavers and cable tiers on river work, deck hands, pile dike and revetment work, all laborers working on underground tunnels less than 25 feet where compressed air is not used, abutment and pier hole men working six (6) feet or more below ground, men working in coffer dams for bridge piers and footings in the river, ditchliners, pressure groutmen, caulker and chain or concrete saw, cliffscalers working from scaffolds, bosuns' chairs or platforms on dams or power plants over (10) feet above ground, mortarmen on brick or block manholes, signal man.

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

LABO0840-011 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,

JACKSON COUNTY PUBLIC WORKS
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

Pulaski, Shannon and Texas
 Counties)

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 nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic 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

JACKSON COUNTY PUBLIC WORKS
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

Adair, Audrain, Boone, Chariton, Cooper, Howard, Linn, Macon,
 Monroe, Putnam, Randolph, Schuyler and Sullivan 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 nozzleman; asphalt plant platform man; chuck tender; crusher feeder; men handling creosote ties or creosote materials; men working with and handling epoxy material; topper of standing trees; feeder man on wood pulverizers, board and willow mat weavers and cabelee tiers on river work; deck hands; pile dike and revetment work; all laborers working on underground tunnels less than 25 ft. where compressed air is not used; abutement and pier hole men working six (6) ft. or more below ground; men working in coffer dams for bridge piers and footing in the river; barco tamper; jackson or any other similar tamp; cutting torch man; liners, curb, gutters, ditch lines; hot mastic 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
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

LABO1104-005 05/01/2022

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 cable 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;

JACKSON COUNTY PUBLIC WORKS
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

waterblaster - 1000 psi or over; asbestos and/or hazardous
 waste removal and/or disposal

 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:		

JACKSON COUNTY PUBLIC WORKS
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

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

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
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JACKSON COUNTY PUBLIC WORKS
EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
JCPW PROJECT NO. 3242

Painters:

Brush and Roller.....	\$ 31.28	14.58
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

JACKSON COUNTY PUBLIC WORKS
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

Painters:

Brush & Roller.....	\$ 32.91	17.86
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

JACKSON COUNTY PUBLIC WORKS
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

PLAS0908-001 05/01/2021

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
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JACKSON COUNTY PUBLIC WORKS
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

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

 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 07/01/2022

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.....\$	44.66	21.49
Mechanical Contracts		
including all piping and		
temperature control work		
over \$7.0 million.....\$	44.66	21.49

 PLUM0562-016 07/01/2022

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		

JACKSON COUNTY PUBLIC WORKS
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

Mechanical Contracts including all piping and temperature control work \$7.0 million & under.....\$ 44.66	21.49
Mechanical Contracts including all piping and temperature control work over \$7.0 million.....\$ 44.66	21.49

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

JACKSON COUNTY PUBLIC WORKS
 EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
 JCPW PROJECT NO. 3242

GROUP 2: Agitator and Transit Mix Trucks

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

GROUP 4: Semi and/or Pole Trailers; Winch, Fork & Steel Trucks; Distributor Drivers and Operators; Tank Wagon, Semi-Trailer; Insley Wagons, Dumpsters, Half-Tracks, Speedace, Euclids and other similar equipment; A-Frame and Derrick Trucks; Float or Low Boy

 TEAM0056-001 05/01/2020

	Rates	Fringes
Truck drivers (ANDREW, BARTON, BATES, BENTON, CALDWELL, CAMDEN, CARROLL, CEDAR, CHARITON, CHRISTIAN, CLINTON, COOPER, DADE, DALLAS, DAVIESS, DEKALB, DOUGLAS, GREENE, HENRY, HICKORY, HOWARD, JASPER, LACLEDE, LAWRENCE, LINN, LIVINGSTON, MONITEAU, MORGAN, NEWTON, PETTIS, POLK, RANDOLPH, ST. CLAIR, SALINE, VERNON, WEBSTER AND WRIGHT COUNTIES)		
GROUP 1.....	\$ 31.37	14.25
GROUP 2.....	\$ 31.53	14.25
GROUP 3.....	\$ 31.52	14.25
GROUP 4.....	\$ 31.64	14.25
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)		
GROUP 1.....	\$ 30.64	14.25
GROUP 2.....	\$ 30.80	14.25
GROUP 3.....	\$ 30.79	14.25
GROUP 4.....	\$ 30.91	14.25
Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)		
GROUP 1.....	\$ 32.58	14.25
GROUP 2.....	\$ 32.69	14.25
GROUP 3.....	\$ 32.73	14.25
GROUP 4.....	\$ 32.80	14.25

TRUCK DRIVER CLASSIFICATIONS

GROUP 1: Flat bed trucks single axle; station wagons; pickup trucks; material trucks single axle; tank wagons single axle.

GROUP 2: Agitator and transit mix-trucks.

GROUP 3: Flat bed trucks tandem axle; articulated dump trucks; material trucks tandem axle; tank wagons tandem axle.

GROUP 4: Semi and/or pole trailers; winch, fork & steel trucks; distributor drivers & operators; tank wagons semi-trailer; insley wagons, dumpsters, half-tracks, speedace, euclids & other similar equipment; A-frames and derrick trucks; float or low boy.

 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 ruck Driver.

GROUP 2: Articulated Dump Truck; Insley Wagons: Dump Trucks, Excavating, 5 cu yds and over; Dumpsters; Half-Tracks: Speedace: Euclids & similar excavating equipment Material trucks, Tandem Two teams; Semi-Trailers; Winch trucks-Fork trucks; Distributor Drivers and Operators; Agitator and Transit Mix; Tank Wagon Drivers, Tandem or Semi; One Team; Station Wagons; Pickup Trucks; Material Trucks, Single Axle; Tank Wagon Drivers, Single Axle

GROUP 3: Oilers and Greasers - Field

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.

=====
END OF "GENERAL DECISION"

JACKSON COUNTY PUBLIC WORKS
EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
JCPW PROJECT NO. 3242

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

CALE SEYMOUR CONSTRUCTION, LLC

a MISSOURI 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 Advertisement calling for bids to be published for and in connection with Jackson County Project: *East Haines Road Bridge Replacement, JCPW Project No. 3242*, 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, or themselves, and its, 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

Four Hundred Sixty-Seven Thousand, One Hundred Seventy-Seven Dollars and 00 cents

(\$ 467,177.00)

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

CONTRACT AGREEMENT (cont.)

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

ARTICLE IV. That the Contractor expressly warrants that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or produce the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith any brokerage, commission, or percentage upon the amount receivable by them here-under; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage, and that all monies payable to them hereunder are free from obligation of any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They 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. 5720

of February 28, 2023, 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:

[Signature]
Brian Gaddie, P.E.
Director of Public Works

5.4.23
Date

[Signature]
Frank White, Jr.
County Executive

5.15.2023
Date

Approved to form this 25th day of may, 2023.

[Signature]
County Counselor



Attest: [Signature]
Clerk of the Legislature



By: [Signature] President
Second Party (Contractor)

Attest: _____

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 \$ 467,177.00, which is hereby authorized.

5-24-2013


Manager, Division of Finance *Director*

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount
1575	58055	\$467,177

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: _____

PC 157523001 000 ML

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

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
\$ 467,177.00, which is hereby authorized.

Manager, Division of Finance

ACCOUNT NUMBER(S) TO BE CHARGED:

Department	Account Number	Amount

FMS CONTRACT NUMBER ASSIGNED TO THIS CONTRACT: _____

NOTICE TO CONTRACTORS

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

Manager, Division of Finance
Jackson County, Missouri

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.



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 1 3 6 4 3 3 4 7				
	Address 415 EAST 12TH STREET		City KANSAS CITY		State MO	ZIP Code 64105	
	E-mail Address						
	Project Number 3242		Project Begin Date (MM/DD/YYYY)		Estimated Project End Date (MM/DD/YYYY)		
	Description of Project East Haines Road Bridge Replacement of the existing four cell reinforced concrete slab bridge. The project includes removal of the existing culvert and the installation of a triple cell 12' x 6' cast-in-place concrete box culvert, including cast-in-place wingwalls. Additional work tasks include minor reshaping of the roadway shoulders, installation of guardrail, and placement of rock blanket around the wingwalls to prevent erosion.						
	Project Location 0.62 MILES EAST OF SMART ROAD CROSSING OVER EAST BRANCH CREEK				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 Section 144.062, RSMo. 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 11-2015)

Taxation Division Phone: (573) 751-2836
P.O. Box 368 Fax: (573) 522-1860
Jefferson City, MO 65105-0858 E-mail: salestaxexemptions@dor.mo.gov



Visit <http://dor.mo.gov/business/sales/sales-use-exemptions.php> for additional information.



PERFORMANCE BOND Bond No. GRMO60077

Project Number **JCPW Project No. 3242; BRO-B048 (58)**
Project Title: **East Haines Road Bridge Replacement**

KNOW ALL MEN BY THESE PRESENTS: That

CALE SEYMOUR CONSTRUCTION, LLC, as PRINCIPAL (CONTRACTOR), and
Granite Re, Inc., (SURETY), licensed to do business as such

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

Four Hundred Sixty-Seven Thousand, One Hundred Seventy-Seven Dollars and 00 cents

(\$ 467,177.00) for the payment whereof CONTRACTOR and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

CONTRACTOR has entered a Contract with COUNTY

for East Haines Road Bridge Replacement which Contract, including any present or future amendment thereto, is incorporated herein by reference and is hereinafter referred to as the Contract.

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

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

IN WITNESS WHEREOF, the above parties have executed this instrument the 28th day of
February, 2023.

CONTRACTOR

Name, address and facsimile number of Contractor

Cale Seymour Construction, LLC

708 NE MM Highway

Knob Noster, MO 65336

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

By: _____

Title: _____

(Attach corporate seal if applicable)



SURETY

Name, address and facsimile number of Surety:

Granite Re, Inc.

14001 Quailbrook Dr.

Oklahoma City, OK 73134

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: February 28, 2023

(Attach seal and Power of Attorney)

GRANITE RE, INC.
GENERAL POWER OF ATTORNEY

Know all Men by these Presents:

That GRANITE RE, INC., a corporation organized and existing under the laws of the State of MINNESOTA and having its principal office at the City of OKLAHOMA CITY in the State of OKLAHOMA does hereby constitute and appoint:

DAVID SALAVITCH; ROBERT L. COX II its true and lawful Attorney-in-Fact(s) for the following purposes, to wit:

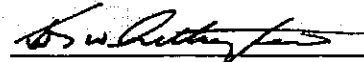
To sign its name as surety to, and to execute, seal and acknowledge any and all bonds, and to respectively do and perform any and all acts and things set forth in the resolution of the Board of Directors of the said GRANITE RE, INC. a certified copy of which is hereto annexed and made a part of this Power of Attorney; and the said GRANITE RE, INC. through us, its Board of Directors, hereby ratifies and confirms all and whatsoever the said:

DAVID SALAVITCH; ROBERT L. COX II may lawfully do in the premises by virtue of these presents.

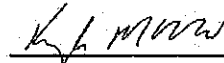
In Witness Whereof, the said GRANITE RE, INC. has caused this instrument to be sealed with its corporate seal, duly attested by the signatures of its President and Secretary/Treasurer, this 3rd day of January, 2020.

STATE OF OKLAHOMA)
) SS:
COUNTY OF OKLAHOMA)





Kenneth D. Whittington, President

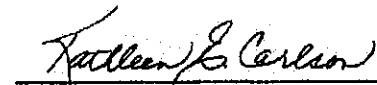


Kyle P. McDonald, Treasurer

On this 3rd day of January, 2020, before me personally came Kenneth D. Whittington, President of the GRANITE RE, INC. Company and Kyle P. McDonald, Secretary/Treasurer of said Company, with both of whom I am personally acquainted, who being by me severally duly sworn, said, that they, the said Kenneth D. Whittington and Kyle P. McDonald were respectively the President and the Secretary/Treasurer of GRANITE RE, INC., the corporation described in and which executed the foregoing Power of Attorney; that they each knew the seal of said corporation; that the seal affixed to said Power of Attorney was such corporate seal, that it was so fixed by order of the Board of Directors of said corporation, and that they signed their name thereto by like order as President and Secretary/Treasurer, respectively, of the Company.

My Commission Expires:
August 8, 2021
Commission #: 01013257





Notary Public

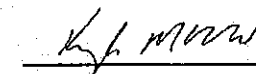
GRANITE RE, INC.
Certificate

THE UNDERSIGNED, being the duly elected and acting Secretary/Treasurer of Granite Re, Inc., a Minnesota Corporation, HEREBY CERTIFIES that the following resolution is a true and correct excerpt from the July 15, 1987, minutes of the meeting of the Board of Directors of Granite Re, Inc. and that said Power of Attorney has not been revoked and is now in full force and effect.

"RESOLVED, that the President, any Vice President, the Secretary, and any Assistant Vice President shall each have authority to appoint individuals as attorneys-in-fact or under other appropriate titles with authority to execute on behalf of the company fidelity and surety bonds and other documents of similar character issued by the Company in the course of its business. On any instrument making or evidencing such appointment, the signatures may be affixed by facsimile. On any instrument conferring such authority or on any bond or undertaking of the Company, the seal, or a facsimile thereof, may be impressed or affixed or in any other manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such instrument or undertaking."

IN WITNESS WHEREOF, the undersigned has subscribed this Certificate and affixed the corporate seal of the Corporation this 28th day of February, 2023.





Kyle P. McDonald, Secretary/Treasurer

SUBCONTRACTOR CERTIFICATION REGARDING AFFIRMATIVE ACTION

Project: East Haines Road Bridge Replacement
Job No. BRO-B048 (58)
Route: East Haines Road
County: Jackson County

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

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

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

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

Company

By: _____

Date: _____

Title

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 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), 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 this Contract for the performance of the work covered thereby, and its, his, or their duly authorized agents and other legal representatives.
- d. "Engineer" or "A-E" shall mean the Director of the Jackson County Public Works Department, or their authorized agent.
- e. "Inspector" shall mean the engineering, technical inspector, or inspectors duly authorized by the Owner or Engineer, limited in each case to the particular duties entrusted to them.
- f. "Date of Contract" or words equivalent thereto shall mean the date written in the first paragraph of the Contract Agreement.
- g. "Day" or "days" unless herein otherwise expressly defined shall mean a calendar day or days of 24-hours each.
- h. "The Work" shall mean the work to be done and the equipment, supplies, and materials to be furnished under this Contract, unless some other meaning is indicated by the context.
- i. "Plans" or "the plans" or "the Contract Plans" shall mean and include all:
 - (1) Drawings caused by the Owner to be prepared as a basis for proposals.
 - (2) All drawings submitted by the successful bidder with their proposal and by the Contractor to the Owner, when and as approved by the Engineer and
 - (3) All drawings submitted by the Owner or Engineer 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 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. 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 their surety company and one (1) to the Engineer. 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. 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 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.

GC-9 CONTRACTOR TO CHECK PLANS AND SCHEDULES

The Contractor shall check all dimensions, elevations, and quantities shown on the Plans, and schedules given to them by the Engineer and shall notify the Engineer of any discrepancy between the Plans and the conditions on the ground, or any error or omission in Plans, or in the layout as given by stakes, points, or instructions, which they may discover in the course of the work. The Contractor will not be allowed to take advantage of any error or omission in the Plans or Contract Documents, as full instructions will be furnished by the Engineer 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, 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 for their check and approval, together with the same number of copies of each drawing required by the Engineer to be revised. On final approval, the Engineer 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, all such drawings shall become a part of the Contract Documents and the work or equipment shown thereby shall be in conformity with the Contract Documents and the work or equipment shown thereby shall be in conformity therewith unless required by the Owner. No work shall be performed in connection with the fabrication or manufacture of material or equipment shown by any drawing thereof, nor shall any accessory, appurtenance, or device not fabricated or manufactured by the Contractor or their subcontractor, be purchased until the drawing or drawings therefor have been approved as stipulated, except at the Contractor's own risk and responsibility. The Engineer's check and approval of drawings submitted by the Contractor will be for, and will cover, only general conformity to the Plans and technical specifications and will not constitute a blanket approval of all dimensions, quantities, and details of the material or equipment shown nor shall such relieve the Contractor of their responsibility for errors contained in such drawings.

GC-11 APPROVED EQUAL

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

GC-12 OWNERSHIP OF DRAWINGS

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

GC-13 SAMPLES

The Contractor shall furnish for approval, with such promptness as to cause no delay in their own work or in that of any other Contractor, all samples as directed by the Engineer. The Engineer 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 perform staking, the Contractor shall furnish without charge, competent men from their force and such tools, stakes, and other materials as the Engineer 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 informed, a reasonable time in advance, of the times and places at which they wish to do work, in order that lines and grades may be furnished and necessary measurements for record and payment may be made with the minimum of inconvenience to the Engineer and of delay to the Contractor. This paragraph applies to projects for which the Engineer 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, may be ordered removed and replaced at the Contractor's cost and expense.

GC-17 PRESERVATION OF MONUMENTS AND STAKES

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

GC-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 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 their absence, shall be deemed to have been given to the Contractor.

GC-20 RESPONSIBILITY OF CONTRACTOR

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

GC-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 they shall be liable for any damage or claims for patent infringements. The Contractor shall at their own cost and expense defend any and all suits or proceedings 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 they shall so conduct their operations as to interfere to the least possible extent with the work of such contractors or workmen. They shall promptly make good, at their own expense, any injury or damage that may be sustained by other contractors or employees of the owner

at their hands. Any difference or conflict which may arise between the Contractor and other contractors or between the Contractor and the workmen of the Owner, in regard to their work shall be adjusted and determined by the Engineer. 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 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 to the Contractor so desiring, to the extent and amount, in the manner, and at the time, which may be reasonably necessary.

GC-24 DEFENSE OF SUITS

In case any action at law or suit in equity is brought against the Owner or any of its officers or agents for or on account of the failure, omission, or neglect of the Contractor to do and perform any of the covenants, acts, matters, or things by this Contract undertaken to be done or performed, or for any injury or damage caused by the negligence or alleged negligence, of the Contractor or their subcontractors, or their 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 full information in advance as to their Plans for carrying on any part of the work. If at any time before the beginning or during the progress of the work, any part of the Contractor's plant or equipment or any of their methods of executing the work, appear to the Engineer to be unsafe, inefficient, or inadequate to ensure the required quality, or rate of progress, of the work, they may order the Contractor to increase or improve their facilities or methods, and the Contractor shall promptly comply with such orders, but neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from their obligations to secure the degree of safety, the quality of work, and the rate of progress required by this Contract. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of their plant, equipment, and methods. The approval by the Engineer 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 has no objection to the Contractor's use or adoption, at their risk and responsibility, of the plan or method so proposed by the Contractor.

GC-26 SUGGESTION TO CONTRACTOR ADOPTED AT THEIR OWN RISK

Any plan or method of work suggested by the Engineer, 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 and the Owner will assume no responsibility therefor.

GC-27 AUTHORITY AND DUTY OF THE ENGINEER

It is mutually agreed by and between the parties to this Contract, that the Engineer 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 shall in all cases determine the amounts and quantities of the several kinds of work which are to be paid for under this Contract; that they shall determine all questions in relation to said work and the construction thereof; that they shall in

all cases decide every question which may arise relative to the execution of this Contract on the part of said Contractor; that their decisions and findings shall be the conditions precedent to the right, of the parties hereto, to any action on the Contract, and to any rights of the Contractor to receive any money under this Contract provided, however, that should the Engineer 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 within thirty (30) days, their written objection to the decision or direction so rendered. It is the intent of this agreement that there shall be no delay in the execution of the work, and the decision or directions of the Engineer 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) such 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, 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, 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 engineer or inspector the Contractor may make written appeal to the Engineer for their decision. Engineers, inspectors, and other properly authorized representatives of the Owner or Engineer shall be free at all times to perform their duties, and intimidation or attempted intimidation of any one of them by the Contractor or by any of their employees shall be sufficient reason, if the Owner so decides, to annul the Contract. Such inspection shall not relieve the Contractor from any obligation to perform said work strictly in accordance with the Plans and technical specifications or any modifications thereof as herein provided, and work not so constructed shall be removed and made good by the Contractor at their own expense, and free of all expenses to the Owner, whenever so ordered by the Engineer, without reference to any previous oversight or error in inspection. The Engineer 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, 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 or their 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 themselves or their employees. The Contractor shall indemnify, defend, and save harmless the Owner against all damages to such property, structures, and utilities, together with all claims for damages for personal injury, including accidental death, arising out of their operations in connection with this Contract. All property so damaged shall be repaired or replaced to a condition equal to its condition immediately prior to the time of damage, and to the satisfaction of the owner thereof. The Contractor shall give reasonable notice to the owner or owners of public or private property and utilities when such property is liable to injury or damage through the performance of the work, and shall make all necessary arrangements with such owner or owners relative to the removal and replacement or protection of such property or utilities. All permits and licenses required in the prosecution of any and all parts of the work shall be obtained and paid for by the Contractor. The Contractor shall satisfactorily shore, support, and protect any and all structures, and all pipes, sewers, drains, conduits, and other facilities, and shall be responsible for any damage resulting thereto. The Contractor shall not be entitled to any damages or extra pay on account of any postponement, interference, or delay caused by any such structures and facilities being on the line of the work, whether they are shown on the Plans or not.

GC-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 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 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 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, when and as so ordered in writing by the Engineer 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 and used, the Contractor shall receive the actual cost of such materials delivered on the work, including transportation charges paid by them (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, 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 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 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 their stock, that the quantity claimed was actually used, and that the price and transportation claimed represent the actual cost to the Contractor.

The Contractor shall not begin any work for which price payments under classifications are not provided in the contract without first bringing the matter to the attention of the Engineer 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, 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, 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, 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 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 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.

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 their 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 their liabilities under their contract.

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

GC-39 SUSPENSION OF WORK ON NOTICE

The Contractor shall delay or suspend the progress of the Work or any part thereof, whenever they shall be so required by verbal order of the Owner or Engineer 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, 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 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, any expense which, in the opinion and judgment of the Engineer, is caused thereby shall be paid by the Owner to the Contractor.

GC-40 LOSSES FROM NATURAL CAUSES

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

GC-41 LAWS AND ORDINANCES

The Contractor shall keep themselves fully informed of all existing and current regulations of the Owner and County, State and National laws which in any way limit or control the actions or operations of those engaged upon the work or affecting the materials supplied to or by them. They shall at all times observe and comply with all ordinances, laws, and regulations, and shall protect and indemnify the Owner and the Owner's officers and agents against any claims or liability arising from or based on any violation of the same.

GC-42 SANITARY REGULATIONS

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

GC-43 CHARACTER OF 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 shall notify the Contractor that any man on the work is, in their opinion, incompetent, unfaithful, or disorderly, or who uses threatening or abusive language when on the work to any person representing the Owner, such man shall be immediately discharged from the work and shall not be reemploy thereon except with the consent of the Engineer.

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 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. The Engineer, however, may revoke such permission, at any time if the Contractor fails to maintain at night, adequate equipment for the proper prosecution and control of the work, and all operations performed thereunder.

GC-45 UNFAVORABLE CONSTRUCTION CONDITIONS

During unfavorable weather, wet ground, or other unsuitable construction condition, the Contractor shall confine their operations to work, which will not be affected adversely thereby. No portion of the work shall be constructed under conditions, which would affect adversely the quality of efficiency thereof unless, by special means or precautions approved by the Engineer, 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 with a tentative schedule setting forth in detail the procedure they propose to follow, and giving the dates on which they expect to start and to complete separate portions of the work. If at any time, in the opinion of the Engineer, proper progress is not being maintained, such changes shall be made in the schedule of operations as the Engineer shall direct or approve.

GC-47 HINDRANCES AND DELAYS

In executing the Contract Agreement, the Contractor expressly covenants and agrees that, in undertaking to complete the work within the time therein fixed, they have taken into consideration and made allowances for all hindrances and delays incident to such work, whether growing out of delays in securing materials or 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, 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, 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 by and at the expense of the Contractor, whom shall repair at their own expense all damage resulting from the testing.

GC-52 REMOVAL OF CONDEMNED MATERIALS AND STRUCTURES

The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work, and upon their failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the serving of a written notice from the Engineer 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 shall have the right to determine what is or is not waste material or rubbish and manner and place of disposal. On or before the completion of the work the Contractor shall (without charge) carefully clean out all pits, pipes, chambers, or conduits, and shall tear down and remove all temporary structures built by them and shall remove all rubbish of every kind from the tracts or grounds which they have occupied and shall leave them in a first-class condition.

GC-55 DEFECTIVE WORKMANSHIP AND MATERIALS

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

GC-56 EQUIPMENT GUARANTY

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 and Payment, and Maintenance bonds 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 their attention to any failure to comply with the requirements of the bond, not less than ten (10) days before notifying their surety of such failure.

GC-59 ESTIMATED QUANTITIES

The Contractor agrees that the quantities of work as stated in their 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 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 such detailed information as requested to aid them as a guide in the preparation of monthly estimates.
- B. Lump Sum Contracts: On or about the first day of each month the Contractor shall submit to the Engineer an itemized application for payment, supported to the extent required by the Engineer 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 may direct. If payments are made on valuation of work done, the Contractor shall, before the first application, submit to the Engineer 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 and the Contractor may agree upon, and, if required, supported by such evidence as to its correctness as the Engineer may direct. This schedule, when approved by the Engineer 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 shall submit payment estimates or certificates of payment to the Owner. After the Owner shall have approved each such estimate, the Owner shall pay to the Contractor ninety-five percent (95%) of the amount of such estimated sum within thirty (30) days after receipt of payment certificate. If the Owner shall at any time fail to make the Contractor a monthly estimate at the time herein specified, such failure shall not be held to vitiate or void this Contract.

GC-61 LIENS

Neither the final payment nor any part of the retained percentage shall become due until the Contractor shall deliver to the Owner a complete release of all liens arising out of the Contract, or receipts in full in lieu thereof and, if required in either case, an affidavit that so far as they have knowledge or information the releases and receipts include all the labor and material for which a lien could be filed, but the Contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify them 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. Upon completion of the work the Engineer shall satisfy themselves, by examination and test, that the work has been finally and fully completed in accordance with the Plans, Technical Specifications, and Contract and report such completion to the Owner.

GC-63 FINAL ESTIMATE AND PAYMENT

After official approval and acceptance of the work by the Owner, the Engineer 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 them for work or materials not clearly provided for in the Contract, Plans, or Technical Specifications, or previously authorized as extra work, they shall notify the Engineer in writing of their intention to claim such additional compensation before they begin the work on which they base the claim. If such notification is not given

or the Engineer is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation.

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

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

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

GC-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 (58) (County Project No. 3242) 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 their approval within fourteen (14) days of notification to the Contractor that a revised schedule is required.

- C. The Contractor will be required to revise their 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 their 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 their 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 their 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 their 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 their sole cost and expense. If the project is performed during the Winter, the Contractor at their expense will provide all water required along the project route in connection with the work to be performed.

- 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 their 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 (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 their subcontractors, Owner and all Contractors and subcontractors under the Owner, when they are ready for them to install their portions of their work and see that they comply within a reasonable 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 them to Owner's premises. The Contractor shall hold and save the Owner, their agents and representatives, free and harmless from liability of any nature or any kind arising from any use, trespass or damage occasioned by their operations on premises or third persons.
- B. The Contractor shall confine all work, equipment and personnel within the limits of the existing project. The Contractor shall make no claim for additional payment for confining their 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 they deem 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 their 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 them prior to submission of the accepted cost reduction proposal. Cost reduction proposals identical or similar to previously submitted proposals will be eligible for consideration and compensation under the provisions of this article if the identical or similar previously submitted proposals were not adopted for general application to other contracts administered by the Owner. Subject to the provisions contained herein, the Owner shall have the right to use all or any part of any submitted cost reduction proposal without obligation or compensation of any kind to the Contractor.

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 30%.**
- 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 2022-2023

Monday, September 5, 2022Labor Day
Thursday, November 11, 2022.....Veteran's Day
Thursday, November 24th and Friday, November 25th, 2022Thanksgiving
Monday, December 26, 2022Christmas
Monday, January 2, 2023New Year' Day

Monday, January 16, 2023	Martin Luther King Day
Monday, February 20, 2023.....	Washington's Birthday
Monday, May 8, 2023	Truman's Birthday
Monday, May 29, 2023	Memorial Day
Monday, June 19, 2023.....	Juneteenth
Tuesday, July 4, 2023	Independence Day
Monday, September 4, 2023.....	Labor Day
Friday, November 10, 2023.....	Veteran's Day
Thursday, November 23rd and Friday, November 24 th , 2023	Thanksgiving
Monday, December 25, 2023	Christmas

- 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 their 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 \$700.00.

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 their 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 their liabilities under their contract. The Contractor shall give their personal attention to any and all portions of the contract which have been sublet and they shall be responsible for its proper construction.
- 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 their Subcontractors and for the subsequent Affirmative Action performance by such Subcontractors.

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

The following is added to GC-54:

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

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 them 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 they have completed all work in accordance with the Drawings and Specifications. They shall avail themselves 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 East Haines Road Bridge Replacement project are in full compliance with all applicable Federal and State Laws, including but not limited to 23 CFR.

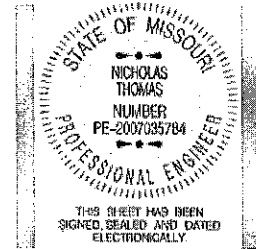


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TECHNICAL SPECIFICATIONS

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)
 - c. Engineer-of-Record: Nicholas Thomas, Wilson & Company (Office: 816-701-3128, Cell: 816-500-5309)
- 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. Missouri Highway Patrol, Troop A (Lee's Summit): 816-622-0800
 - c. Southern Jackson County Fire District: 816-578-4211

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 their employees and their Subcontractors. The specifications will govern the construction of the entire work, and the provisions thereof shall govern each item and unit of work to which such provisions apply.

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

Missouri Standard Specifications for Highway Construction, 2022 Edition

Section 0106	Control of Material
Section 0203	Roadway and Drainage Excavation
Section 0204	Embankment Monitoring
Section 0206	Excavation for Structures
Section 0210	Subgrade Compaction
Section 0304	Aggregate Base Course
Section 0310	Aggregate Surface
Section 0407	Tack Coat
Section 0408	Prime Coat
Section 0604	Miscellaneous Drainage
Section 0606	Guardrail, Crashworthy End Terminals, One-Strand...
Section 0611	Embankment Protection
Section 0616	Temporary Traffic Control
Section 0620	Pavement Marking
Section 0703	Concrete Masonry Construction
Section 0706	Reinforcing Steel for Concrete Structures
Section 0710	Epoxy Coated Reinforcing Steel
Section 0725	Metal Pipe and Pipe-Arch Culverts
Section 0732	Flared End Sections
Section 1001	General Requirements for Materials
Section 1005	Aggregate for Concrete
Section 1006	Aggregate for Surfacing
Section 1007	Aggregate for Base
Section 1010	Select Granular Backfill for Structural
Section 1011	Geotextile
Section 1019	Cement
Section 1036	Reinforcing Steel for Concrete
Section 1040	Guardrail, End Terminals, One-Strand Access Restraint...
Section 1053	Concrete Sealer and Concrete Crack Filler
Section 1054	Concrete Admixtures
Section 1055	Concrete Curing Material
Section 1057	Material for Joints
Section 1058	Polyethylene Sheeting
Section 1066	Mortars and Grout
Section 1070	Water
Section 1073	Joint Material for Structures

APWA's Technical Specifications

Section 2100	Grading and Site Preparation
Section 2150	Erosion and Sediment Control
Section 2200	Paving
Section 2300	Incidental Construction
Section 2400	Seeding and Sodding
Section 2600	Storm Sewers
Section 2700	Structures

- D. 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.

- E. 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.
- F. 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.
- G. 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 their own cost and expense.
- H. 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.
- I. 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.

- J. 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 1105 E 40 Highway Blue Springs, MO 64014 Doug Davin (816) 347-4320	No Adjustment
AT&T 2121 East 63rd Street Kansas City, MO 64130 Ron Gipfert (816) 772-0318	No Adjustment
Comcast 4700 Little Blue Parkway Independence, MO 64057 Andrew Bell (816) 795-2255	Owner to relocate buried coaxial cable
City of Lee's Summit - Water 220 SE Green Street Lee's Summit, MO 64063 Sara Boschert (816) 969-1800	No Adjustment

- B. The existence and approximate location of the utility facilities known to exist, as shown on the plans, are based upon the best information available to the County at this time. This information is provided by the County and the County expressly disclaims any representation or warranty as to the completeness, accuracy, or suitability of the information for any use. Reliance upon this information is done at the risk and peril of the user, and the County shall not be liable for any damages that may arise from any error in the information. It is, therefore, the responsibility of the Contractor to verify the list below indicating existence, location, and status of any facility. Such verification includes direct contact with the listed utilities.
- C. The Contractor agrees that any effects of the presence of the utilities, their relocation, Contractor's coordination of work with the utilities and any delay in utility relocation shall not be compensable as a suspension of work, extra work, a change in work, as a differing site condition or otherwise including but, without limitation, delay, impact, incidental or consequential damages. The Contractor's sole remedy for the effects of the presence of utilities, delay in their relocation or any other effects shall be an excusable delay provided Contractor notifies the County in writing of the delay at the time it occurs. The Contractor waives, for itself, its subcontractors and suppliers the compensability of the presence of utilities, delay in their relocation and any cost to the Contractor, its subcontractors and suppliers in any claim or action arising out of or in relation to the work under the Contract.
- D. The Contractor shall be solely responsible and liable for incidental and consequential damage to any

utility facilities or interruption of the service caused by it or its subcontractors operation. The Contractor shall hold and save harmless the County from damages to any utility facilities interruption of service by it or its subcontractors operation.

- E. 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 their agent, a competent superintendent capable of reading and thoroughly understanding the plans and specifications and thoroughly experienced in the type of work being performed, who shall receive instructions from the County. The superintendent shall have full authority to execute orders or directions of the County without delay, and to promptly supply such materials, equipment, tools, labor, and incidentals as may be required. Such superintendence shall be furnished regardless of the quantity of work sublet.
- C. No separate payment will be made for job site administration. All costs pertaining thereto shall be included in the contract 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 their subcontractors, utility representatives, as well

as representatives of any other affected agencies that the County may wish to invite. The Contractor shall bring to the conference a tentative schedule of construction progress, shop drawing submittals and other required submittals and certifications.

- 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. The Bipartisan Infrastructure Law (BIL) was enacted on November 15, 2021. The BIL includes Build America, Buy America Act Publication L. No. 117-58. This provision expands the Buy America requirements beyond what is currently only required for steel and iron products. The steel and iron provisions have not changed with the new bill. Cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives are excluded from this requirement. All other materials and manufactured products permanently incorporated into the project will be subject to Buy America requirements. There are three categories requiring Buy America Certification:
- a. Iron and steel – no changes to the current specification requirements.
 - b. Manufactured products – these are currently exempted under the 1983 waiver from FHWA.
 - c. Construction materials consisting primarily of:
 - i. Non-ferrous metals;
 - ii. Plastic and polymer-based products (including polyvinylchloride, composite build materials, and

- polymers used in fiber optic cables);
 - iii. Glass (including optic glass);
 - iv. Lumber; or
 - v. Drywall
- B. All products and or materials will only be classified under one of these categories and not under multiple categories. It is the prime contractor's responsibility to assure all submittals required for Buy America are submitted to the Engineer prior to the products and or materials being incorporated in the job. The implementation of this policy will be in effect for all projects awarded after November 10, 2022.
- C. New items designated as construction materials under this requirement will require the prime contractor to submit a material of origin form certification prior to incorporation into the project (https://epg.modot.org/forms/CM/CERTIFICATE_OF_MATERIALS_ORIGIN.pdf). The Certificate of Material origin form from the supplier and/or fabricator must show all steps of the manufacturing being completed in the United States. The Certificate of Material form shall be filed with the contract documents.
- D. Any minor miscellaneous construction material items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. The certification shall read "I certify all materials permanently incorporated in this project covered under this provision have been to the best of my knowledge procured and all manufactured domestically." The certification shall be signed by an authorized representative of the prime contractor.
- E. The National Transportation Product Evaluation Program (NTPEP) compliance program verifies that some non-iron and steel products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and an acceptable standard per 23 CFR 635.410(d). NTPEP compliant suppliers will not be required to submit step certification documentation with the shipment for some selected non-iron and steel materials. The NTPEP compliant supplier shall maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.
- F. Basis of Payment. Any costs incurred by the Contractor by reason of compliance with the above requirements shall be considered as included in and completely covered by the unit price bid for the various items of work included in the contract.

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. If the Contractor encounters an Existing standard UPS Mailbox near an Existing Driveway within the work area that is in the way of construction, then the Existing Mailbox will be temporarily removed to a location as agreed upon by the UPS and Property Owner. If the Existing Mailbox is a non-standard UPS Mailbox (custom), then the Contractor shall communicate with the County prior to any and all relocations. The removal, relocating and installation of the Existing Mailbox shall be **SUBSIDIARY** to unit price for "Removal of Improvements".
- D. 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.
- E. 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.
- F. Basis of Payment: Removal of Improvements will be paid for at the contract lump sum price.

TS-17 REMOVAL OF STRUCTURE

- A. Removal of the existing bridge structure shall conform to the requirements of Section 216, "Removal for Bridge Structures," of the MoDOT Standard Specifications except as herein modified.
- B. Add to Section 216.10.1, "Description", a subsection of "Removal of Bridges", the following:
 - a. This work shall also include the removal of remnants of construction from structures that were in place prior to the construction of the existing Bridge including but not limited to existing Bridge structure, foundations, seal courses, toewalls, wingwalls, excavation, traffic signs/posts, unseen falsework or permanent piling, stone abutments, reinforced concrete scour supports along bottom of the stone walls, reinforced concrete top slab, reinforced concrete hub guard walls, stone wingwalls, miscellaneous rubble, concrete deposits, tree branch removal, and backfill to allow for installation of a new structure on suitable subgrade.
 - b. Amend Section 216.10.2 with the following:

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

C. Measurement

- a. Modify Section 216.10.3, "Method of Measurement", by adding the following:
 1. No Measurement will be made of Removal of Structure.

D. Payment

- a. Modify Section 216.10.4, Basis of Payment, by adding the following:
 1. Payment for Removal of Structure will be at the contract Lump Sum price.

TS-18 TYPE 5 AGGREGATE FOR SUBBASE

A. Compacted aggregate subbase course for roadway shall be in accordance with the MoDOT Standard Specifications Section 304, "Aggregate Base Course", Section 310 "Aggregate Surface", Section 1006 "Aggregate for Surfacing, and Section 1007 "Aggregate for Base", except as herein modified.

- a. Modify Section 310.2, "Material", read as follows:

The aggregate base shall be a MoDOT Type 5 Aggregate for Base. Material shall be delivered to the site pugged.

- b. The Contractor will be required to supply a field laboratory. The quarry operator shall allow the County inspector or their agent full access and use of the laboratory at the quarry.

- c. Modify Section 304.3.4.2, a subsection of "Shaping and Compacting", by adding the following:

Compaction to 95% of Standard Maximum density shall be obtained.

B. Measurement

- a. Modify Section 310.5, "Method of Measurement", by adding the following:

No field measurement will be made of Type 5 Aggregate for Base (6 In. Thick) or Type 5 Aggregate for Base (4 In. Thick). The County will pay the plan quantity as shown in the bid.

C. Payment

- a. Modify Section 304.6, "Basis of Payment", by adding the following:

Type 5 Aggregate for Base (6 In. Thick) shall be paid per Square Yard.
Type 5 Aggregate for Base (4 In. Thick) shall be paid per Square Yard.

TS-19 PRIME COAT

- A. Prime Coat shall be in accordance with the APWA Standard Specifications 2204, "Prime Coat", except as modified by these Provisions.
- a. Modify section 408.2, "Material", with the following:
1. The Prime Coat shall consist of preparing, treating and covering the top of the MoDOT Type 5 Compacted Aggregate base.
 2. The prime coat shall conform to Section 2204.3 Materials. Liquid asphalt may be changed one grade by the engineer during construction at no change in unit price. The Contractor shall uniformly apply the liquid asphalt on the top surface of the 6" aggregate base.
- B. Measurement
- a. Modify Section 2204.5, "Method of Measurement", by adding the following:
- No field measurement will be made of Prime Coat.
- C. Payment
- a. Modify Section 2204.6, "Basis of Payment", by adding the following:
- Prime Coat shall be **SUBSIDIARY** to the bid items for Type 5 Aggregate for Base (6 In. Thick) and Type 5 Aggregate for Base (4 In. Thick).

TS-20 ASPHALTIC CONCRETE MIXTURE APWA TYPE 1-01 AND 5-01

- A. Asphaltic Concrete Mixture APWA Type 5-01 Surface and 1-01 Base
- a. Asphaltic Concrete shall conform to the applicable requirements of APWA Section 2205 except as modified by the Plans or this Technical Provision.
1. The Material shall be in accordance with the following:
 - i. The roadway base course shall consist of a 7" thick, RC Type 1-01 mixture meeting the requirements of Standard Specification Section 2205.3, paragraph A.
 - ii. The driveway base course shall consist of a 4" thick, RC Type 1-01 mixture meeting the requirements of Standard Specification Section 2205.3, paragraph A.
 - iii. The surface course shall consist of a 2" thick, RC Type 5-01 mixture meeting the requirements of Standard Specification Section 2205.3, paragraph A.
 - iv. Where specified, the surface course shall consist of a 3", tapered to 2" thick RC Type 5-01 mixture meeting the requirements of Standard Specification Section 2205.3, paragraph A.
 2. Add the following paragraph to Section 2205.7.A.1

- i. In the event the automatic screed controls on the paving machine fails, the Contractor shall be allowed to continue placing mix only until the material in route to the project has been placed.
3. Modify Section 2205.8 by adding the following
 - i. The maximum temperature of the mix placed shall be 350° F. Asphaltic concrete pavement received onto the jobsite above this temperature shall be rejected.
4. The density requirements of Standard Specification 2205.8, paragraph E, are revised as follows:
 - i. The completed asphalt concrete paving shall have a density equal to or greater than 96 percent for the base course and 98 percent for surface course.
5. Modify Section 2205.8.A. by adding:
 - i. All existing pavements shall be saw cut full depth and the edges tacked before any new material is placed adjacent to it.
 - ii. All existing surfaces shall be tacked in accordance with Section 2204 prior to paving.
 - iii. All costs for tacking the existing asphaltic concrete surface shall be considered **SUBSIDIARY** to the unit price bid for Asphaltic Concrete Surface.
 - iv. The subgrade shall be prepared in accordance with Section 2201.
6. Modify section 2205.9. by adding:
 - i. Asphaltic concrete base shall be measure from edge of pavement to edge of pavement and remaining base underneath curb and gutter shall be **SUBSIDIARY** to unit price cost.
7. Temporary Asphalt surfacing:
 - i. Temporary asphalt surfacing is to be placed at the tie-in points on either end of the project as needed to maintain the flow of traffic between the projects and other locations as directed by the engineer.
8. Recycled asphalt shingles (RAS) are not permitted for use.

B. Measurement

- a. The quantities of accepted work for asphaltic concrete shall be measured per Square Yard.

C. Payment

- a. Payment for this work will be made at the respective contract unit bid price for:
 - i. "2" Asphaltic Concrete Mixture APWA Type 5-01" per Square Yard
 - ii. "4" Asphaltic Concrete Mixture APWA Type 1-01" per Square Yard.
 - iii. "7" Asphaltic Concrete Mixture APWA Type 1-01" per Square Yard.
 - iv. "3" to 2" Asphaltic Concrete Mixture APWA Type 5-01" per Square Yard.

TS-21 TACK COAT

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

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

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

b. Add the following provision to Section 2204.7:

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

B. Measurement:

a. Tack Coat will be measured per Gallon.

C. Payment:

a. Tack Coat shall be considered **SUBSIDIARY** to the pay items "Asphaltic Concrete Mixture APWA Type 1-01" and "Asphaltic Concrete Mixture APWA Type 5-01".

TS-22 EARTHWORK

A. This item generally consists of excavation, hauling, placement of earthwork, staging/stockpiling, backfilling, compacting embankment and grading. All materials and labor necessary to excavate and remove materials, provide suitable soils or granular backfill shall be in accordance with MoDOT Standard Specifications Section 203. All subgrade compaction shall be completed in accordance with MoDOT Standard Specifications Section 210.

B. Modify Section 203.5.3, "Top Lift Thickness", by adding the following:

- a. "Suitable material for the top 18" of earth subgrade shall be entirely imperishable soil. Where rubbery conditions exist at the time the aggregate surface is to be placed, the Contractor shall rework or remove such material as directed by the Engineer and replace it with a suitable subgrade material compacted in accordance with these specifications. All rework or removal and replacement shall be **SUBSIDIARY** to the unit bid price for **Earthwork.**"
- b. "The top 6" of soil outside the roadbed shall be of sufficient fertile nature to support the independent growth of grass. The Contractor at their own cost shall be liable to add nutrients, modify the soil or replace the soil if in 6 months a flourishing stand of grass is not obtained."

C. Section 203.5.4, "Structure Approach", shall be considered applicable to this contract; i.e. all roadway and channel embankment shall be compacted to 95% plus or minus 5 per cent of the

Standard Proctor (ASTM D698) maximum dry density at a moisture content within 3 percent plus or 1 percent minus of optimum moisture content.

- D. Compacting in cut, as required by Section 203.5.8 through 203.5.8.2, subsections of "Compacting in Cut", will not be paid for separately and shall be considered **SUBSIDIARY** to the items of work for which direct payment will be made.
- E. Daylight offset and elevation callouts are approximate and for information only. Plan dimension, section grades, and site conditions shall govern the final construction limits.
- F. Shrinkage and swell factors are assumed to be zero.
- G. See the project Geotechnical Report for boring logs that illustrate the depth to rock. Excavation work on this project will include rock excavation, however, no special measurement or payment will be made for rock excavation, except for "Class 4 Excavation in Rock".
- H. Sloped fill areas must be benched prior to the placement of fill. These benches are to be horizontal or slightly slope into the hillside to stabilize the fill, which must be properly cut and compacted. In general, the maximum vertical height between benches should be limited to less than three feet.
- I. Modify Section 206.1.2, "Description", subsection of Section 206 "Excavation for Structures", by adding the following:
 - a. "No material excavated from the project shall be deposited within any "floodway" or "floodplain" as defined by the FEMA Flood Insurance Maps unless a permit to do so has been obtained. These maps are available for review at the offices of the Engineer."
- J. Measurement:
 - a. No field measurement will be made for Earthwork, except "Class 4 Excavation in Rock" will be measured in the field. The County will pay the plan quantity as shown in the bid for all other earthwork items.
 - b. Modify Section 203.8.1 subsection of "Method of Measurement", by adding the following:
 - 1. No measurement will be made of the amount of excavation (except "Class 4 Excavation in Rock"), embankment, compaction or borrow will be made. It is the responsibility of the Contractor to appraise the site and its embankments to determine the amount of borrow will be required to complete the project. The cross sections in the plans have the calculated areas of the cuts and fills for the Contractors' use.
- K. Payment:
 - a. Class 4 Excavation shall be **SUBSIDIARY** to the unit price for "KCMMB 4K Concrete (Culverts)".
 - b. Hauling, stockpiling, and transportation costs for earthwork materials are **SUBSIDIARY** to the respective item.
 - c. No claim for extra work will be considered after excavation operations have commenced on the project.

- d. The backfill requirements of the new structure (aggregate and soil) shall be **SUBSIDIARY** to this bid item.
- e. Granular Backfilling for the concrete box culvert of the MoDOT Type 1 aggregate shall be **SUBSIDIARY** to unit price for "KCMMB 4K Concrete (Culverts)".

TS-23 KCMMB 4K CONCRETE (CULVERTS)

- A. The structure shall be Cast-In-Place construction.
- B. The standard specifications for the design and installation of the Concrete Box Culvert are as follows:
 - a. Structural concrete shall be in accordance with Section 501, "Concrete," Section 703, "Concrete Masonry Construction," and Section 1005 "Aggregate for Concrete" of the MoDOT Standard Specifications.
 - b. Modify Section 501.3.2, a subsection of "Mix Design", by adding the following:
 - 1. "The Cast-in-Place concrete box culvert shall be KCMMB 4K Concrete Mixture, modified to the extent that the concrete strength shall be $f_c = 4,000$ PSI."
 - c. Modify Section 501.10, "Air Entrained Concrete", by adding the following:
 - 1. "All concrete shall be air entrained."
 - d. Modify Section 501.10.2, a subsection of "Air Entrained Concrete", by adding the following:
 - 1. "Air- entrainment shall be within a 4% to 7% range."
 - e. Modify Section 501.15, Commercial Mixture, by adding the following:
 - 1. "Total amount of water (in gallons) in the mixture."
 - f. MoDOT Section 703, Concrete Masonry Construction for means and methods. Concrete shall be KCMMB 4K with granite aggregate and an approved high early strength admixture. Portland Cement Type III meeting "ASTM C 494 Type C" is not required but may be utilized. Contractor may utilize accelerating additives in lieu of Type III cement.
 - g. Add to Section 703.3.6, "Curing Concrete", the following:
 - 1. "The wall pours and all slabs shall be moist cured by use of white polyethylene sheeting with wet jute, cotton, or burlap mats."
 - h. Modify Section 703.3.6.3.6, a subsection of "Curing Concrete", to read:
 - 1. Concrete Slabs and Walls shall not be significantly loaded until the concrete has reached 3,000 psi compressive strength.
 - 2. "Any heavy materials shall not be placed on any component of the structure until the components have reached the following compressive strength."
 - i. Bottom Slab 3,000 PSI
 - ii. Walls 3,500 PSI
 - 3. "In addition, placement of backfill behind the Cast-in-Place concrete box culvert shall not begin until the concrete has reached a compressive strength of 3,000 PSI."
- C. Areas of damaged or honeycombed concrete areas shall be repaired as directed by the Engineer and in accordance with the following:
 - a. "In general, the defective concrete shall be removed to sound concrete, the area cleaned and repaired with an approved sand cement mixture to which "Acryl-60" (or equal) has been added in accordance with the manufacturer's recommendation. The affected area shall be coated immediately prior to repair with an approved bonding agent. The repair shall be performed at no additional cost to the Owner."
- D. The Contractor shall submit Shop Drawing Plans and specifications of the Cast-In-Place Concrete Box that are signed and sealed by a licensed Missouri Professional Engineer. The drawings shall

be submitted to the Engineer. It shall include details of the structural steel rebars similar to the Construction Plan sheets.

- a. Shop Drawings will be prepared following Jackson County standards and will consist of 1 Full size D-Size (22" x 34") and 2 Half Size (11"x17").
 - b. The Contractor shall supply As-Built drawings of the Construction Plans upon the completion of the construction to the Engineer. The Contractor shall coordinate all redlines and modifications of the Construction Plans with the County inspector and JCPW Engineer prior to the submittal of the As-Built drawings.
 - c. Contractor shall provide with the shop drawings the Bill of Reinforcing for the concrete box culvert and Wingwalls reinforcing steel work to JCPW Engineering for review and approval prior to construction.
 - d. ALL Structural Design shop drawings and calculations will be **SUBSIDIARY** to unit price for "KCMMB 4K Concrete (Culverts)".
- E. General: The Contractor is responsible for the construction of the proposed Concrete Box Culvert.
- F. Design Load: The Concrete Box Culvert is designed for an HL-93 loading.
- G. Backfill Material: Backfill material shall adhere to MoDOT Std. Specifications – Sections 206, 733, and 1007 unless otherwise noted in Plans. This requires suitable material meeting compaction and density requirements in 2022 MoDOT Std. Specifications – Section 203. Backfill for the culvert shall comply with the plan documents which depict limited vertical excavation and aggregate backfill in conjunction with CLSM backfill to minimize the possibility of soil settlement. Contractor shall coordinate placement of CLSM with finished subgrade elevation to ensure the minimum aggregate base and asphalt thicknesses shown on the plans are obtained.
- H. CLSM and Granular Backfilling for the concrete box culvert shall be **SUBSIDIARY** to unit price for "KCMMB 4K Concrete (Culverts)".
- I. Sealant: Contractor use Dayton Superior Weather Worker 40% J29 sealant for the concrete box culvert Hubs, OR APPROVED EQUAL, Appendix AP-C. The contractor shall apply the sealant on the exposed concrete of the concrete box culvert and the concrete box culvert hubguard.
- J. Cast-In-Place Concrete Toewalls: Design and installation shall adhere to MoDOT Std. Specifications Section 604 unless otherwise noted in Plans.
- K. Site Review: Prior to bidding the work, the Contractor shall examine, investigate, and inspect the construction site as to the nature and location of the work, and general and local conditions at the construction site, including both surface and subsurface conditions, obstacles that could interfere with the work, the general construction site, and shall make additional investigations as they deem necessary for the planning and proper execution of the work.
- L. Differing Site Conditions: If the site conditions differ from those shown on the Plans, the Contractor shall immediately notify the County. The Contractor shall refer to the Special Conditions SC-34, Item D, which governs assessment and resolution of differing site conditions.
- M. Measurement:
- a. There will be no field measurement of the KCMMB 4K Concrete used to build the 12' x 6' Triple Cell concrete box culvert. The County will pay the plan quantity as shown in the bid.

N. Payment:

- a. "KCMMB 4K Concrete (Culverts)" will be paid for plan quantity at the contract unit bid price per Cubic Yard.
- b. "KCMMB 4K Concrete (Culverts)" includes, but is not limited to, the following **SUBSIDIARY** items: providing all materials and labor that shall include but not be limited to; concrete, ALL Reinforcing Steel, Shop Drawings, structural calculations, sealant, formwork, installation, dewatering, toewalls, backfill, and excavation (excluding any necessary rock excavation).

TS-24 REINFORCING STEEL

Reinforcing steel shall be in accordance with Section 706, "Reinforcing Steel for Concrete Structures," of the MoDOT Standard specifications, except as herein modified.

- A. Modify Section 706.2, "Material", to the extent that all reinforcing shall be Grade 60 f_y = 60,000 psi.
- B. Add to Section 706.3.1, a subsection of "Construction Requirements", the following:
 - a. "All chairs and bar supported on the formwork of exposed surfaces shall be coated with plastic tipped feet. Unless otherwise approved all reinforcing placed shall be chaired in place.
 - b. Support chairs shall be considered subsidiary to the pay items "Reinforcing Steel and Reinforcing Epoxy Coated" and shall not be measured.
- C. Contractor shall provide with the shop drawings the Bill of Reinforcing for the Concrete Box Culvert and Wingwall reinforcing steel work to JCPW Engineering for review and approval prior to construction. The shop drawings for the steel reinforcement shall be signed and sealed by a Missouri Registered Engineer. Design calculations for the Concrete Box Culvert and Wingwalls shall be provided to JCPW both by paper and electronic versions such as spreadsheets, AutoCAD (using current version as specified by JCPW) and PDF files (All three preferred).
- D. Measurement:
 - a. Delete Section 706.4, "Method of Measurement", and Section 706.5, "Basis of Payment", and add the following:
 - i. Reinforcing steel shall be measured in accordance with the Shop Drawings.
 - ii. "Reinforcing steel shall be considered subsidiary to the pay item "KCMMB 4K Concrete (Culverts)".

TS-25 GRANULAR BEDDING MATERIAL

- A. Where shown on the Plans and as directed by the Engineer, Contractor shall furnish all materials, labor, equipment necessary to provide the granular bedding material to ensure a suitable and compacted subgrade is provided for construction of the culvert. Material shall be in accordance with MoDOT Standard Specifications Section 1010.
- B. Measurement:
 - a. Field measurement for "Granular Bedding Material" shall be made to the nearest Cubic Yard.

C. Payment:

- a. The Contractor will be paid the Contract unit bid price for "Granular Bedding Material" per Cubic Yard.

TS-26 TRAFFIC CONTROL

- A. Traffic Control and Traffic Control signs and devices shall conform to the Manual of Uniform Traffic Control Devices (MUTCD), latest edition, and to the requirements of Section 612, "Impact Attenuators", 616, "Temporary Traffic Control", 1042, "Highway Sign Material", 1044 "Posts for Markers and Delineators", and 1063, "Temporary Traffic Control Devices", of the Missouri Department of Transportation Standard Specifications except as herein modified.
- B. Modify Section 616.3.1, subsection of Safety Requirements for Section 616, Temporary Traffic Control, to read as follows:
 - a. The Contractor shall furnish, install, maintain, clean and relocate all signs, drums, cones, barricades, delineators, object markers, flashing arrow panels, channeling devices, lights and other traffic control devices shown on the Plans, or as directed by the County. All Traffic Control devices shall meet the requirements of the Manual on Uniform Traffic Control Devices (MUTCD), latest edition. The contractor shall replace any unacceptable device as soon as possible but not to exceed 24 hours after the contractor had been notified.
 - b. The East Haines Road work zone within the immediate vicinity of the culvert shall be closed to traffic for the limits of the project.
 - c. **The entire project has 90 Working Days. Within the 90 Working Days the Work Zone area for the concrete box culvert and Roadway Improvements shall be closed. Liquidated Damages will be in effect for the 90 Workings Days.**
 - d. Contractor must notify the Sheriff Department and Fire Department in writing 14 days in advance of the proposed closure date in order to allow sufficient time for public notification.
 - e. Contractor shall be required to maintain access to all properties served by streets affected by the construction work, unless otherwise stated on the Plans.
 - f. Before road closure is allowed all detour signing shall be in place and accepted by the County.
- C. Add to Section 616.4.1.1, subsection of "Construction Requirements", the following:
 - a. Care shall be exercised in removal of the existing signs and traffic control devices. No removals shall be made until the construction signs and barricades are in place and accepted. All signs removed shall be stockpiled for the County to salvage.
- D. Contractor shall be required at the time of the pre-construction conference to designate a specific employee (with cell phone number) to be responsible for the maintenance of the traffic regulation devices and establish a method of contacting this person during both working and non-working hours. This information shall be provided to the County's inspector. Contractor may, at their option, establish a maintenance agreement with a qualified firm, approved by the County, to supply, install, and maintain the required traffic regulation devices throughout the duration of this project.
- E. The County inspector on this project will make daily inspections of the traffic control devices

installed to help assure compliance of the traffic control plan and the safety of the contract. In addition, the Contractor's representative on this project shall make daily inspections of the traffic regulation devices installed as part of this contract and maintain records of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records. It shall be Contractor's responsibility to maintain all traffic regulation devices in proper working condition and placement at all times. Contractor shall promptly correct any deficiencies in traffic regulation.

- F. All existing traffic signs, stop signs, and street signs in the way of the work shall be carefully removed or bagged (where applicable) by the Contractor. Where removed they shall be salvaged and saved for the County. No separate payment will be made for this work.
- G. It shall be the responsibility of the Contractor to perform the necessary maintenance and provide additional traffic control devices as necessary for the safety of the traffic.
- H. Signs shall be mounted on sign posts of approved materials and in accordance with the MUTCD and the Plans. The sign posts and their foundation shall be so constructed as to hold the signs in a proper and permanent position, to resist swaying in the wind. Installations on tripods or similar installation is prohibited unless specifically authorized. When such installations are allowed the Contractor shall place adequate sand bags on the device supporting the sign to ensure that the sign remains in place.
- I. Contractor shall take all proper precautions to guard against injury to persons or damage to property until final acceptance of the work by the Director of Public Works. These precautions should include, but not be limited to, protection of vehicular and pedestrian traffic from injury or damage due to open excavations by the proper placement of appropriate safety devices. Contractor shall maintain safety devices and their proper placement throughout the construction time. Construction practices should be followed that will eliminate all safety hazards as quickly as possible or practicable.
- J. All open trenches and other excavations shall be provided with suitable barriers, signs, lights and other protective devices to the extent that adequate protection is provided to the public against accident by reason of such open construction. Obstructions such as material piles and equipment shall be provided with similar warning lights and signs.
- K. Contractor shall provide all barricades, cones, drums, construction warning signs, flagmen, and incidental devices to protect, warn, and guide vehicular and pedestrian traffic, and to protect their personnel and equipment on the job site. During all phases of construction, Contractor shall display the required signs. Any traffic regulation device not in use shall be covered, removed, or turned away from view of oncoming traffic. Whenever the work area changes all construction-warning signs and traffic channelization devices shall be made current in both legend and function.
- L. All traffic regulation devices shall conform to the current Manual on Uniform Traffic Control Devices. No substitutions for the devices required by the above referenced manual or changes in the methods of traffic regulation as outlined herein will be allowed without the written approval of the Engineer.
- M. Contractor's representative on this project shall make daily inspections of the traffic regulation devices installed as part of this contract and maintain records of any maintenance required and the date on which it was completed. These records will be maintained for the duration of the project and be incorporated as part of the final records. It shall be Contractor's responsibility to maintain all traffic regulation devices in proper working condition and placement at all times. Contractor shall

promptly correct any deficiencies in traffic regulation

- N. Damage to existing utilities during construction of this project which require immediate repair may be considered as an "emergency", and as such may not be subject to all of the restrictions contained herein. Therefore, Contractor should immediately contact the utility company whose facilities are involved and Jackson County Public Works whenever any utilities are damaged, which may require immediate repair. Any costs incurred by Contractor for such "emergency" utility repair, including the cost of any additional traffic regulation that may be required, will be Contractor's sole responsibility.
- O. If Contractor encounters conditions that require a change in method of traffic regulation Contractor shall immediately notify the inspector. At least 48 hours before the start of the proposed change, the inspector will request approval of the change from the Jackson County Public Works.
- P. If the Contractor wishes to modify the traffic control, the Contractor shall submit in writing 14 days in advance of beginning of construction to Jackson County Public Works for review. This suggested change cannot increase the cost of the contract.
- Q. Contractor shall sign the County's traffic control permit with MoDOT and provide a 24-hour contact to the County and MoDOT for purposes of ensuring a contact is provided that can ensure the traffic control is maintained.
- R. The Contractor shall install Type III Barricades with Flashers (T3B) as shown on the Traffic Control Plans. The barricade installation and maintenance shall be **SUBSIDIARY** to the unit price of "Temporary Traffic Control".
- S. Measurement:
 - a. There will be no field measurement of the Temporary Traffic Control. The Contractor shall utilize the minimum dimensions and sizes of the Signs and Traffic Control Devices as specified in the Traffic Control Plans.
- T. Payment:
 - a. The Contractor will be paid the Lump Sum unit price bid. All labor and materials needed to provide, maintain, remove or reset temporary signage shown in the Traffic Control Plan complete-in-place or otherwise needed by way of the project specifications or site specific requirements shall be considered **SUBSIDIARY** to "Temporary Traffic Control" per Lump Sum. Interim payments for Temporary Traffic Control shall be paid based on the percent complete (based on contract value).

TS-27 FURNISHING AND PLACING TYPE 2 ROCK BLANKET (24" THICK) AND GEOTEXTILE FABRIC

- A. Contractor shall furnish all materials, labor, and equipment necessary to install the rock blankets. Type 2 Rock Blanket shall be installed by the Contractor in accordance with the provisions of MoDOT Section 611.
- B. Modify Section 611.30.2, "Material", subsection of Section 611.30, "Rock Blanket", by adding the following:
 - a. "No broken concrete shall be used for Rock Blanket."

- C. Modify section 611.30.2 by stating that the Rock Blanket shall be Type II.
- a. "The Contractor shall install under the Rock Blanket a Class 2, Type H Geotextile material that is similar to Mirafi 1100N geotextile OR APPROVED EQUAL, see Appendix AP-B, 10 oz. per Square Yard non-woven polypropylene, by Tancate or approved equal by the Engineer, and shall be spread over the leveled surface with overlaps as recommended by the fabric manufacturer. The Geotextile shall be in accordance with Sections 624, "Geotextile Construction", and 1011.3.3, "Permanent Erosion Control Geotextile", of the Standard Specifications. Installation shall be in accordance with the Standard Specifications and the manufacturer's recommendations.
 - iii. The Geotextile shall not be exposed to the elements beyond 14 days and shall be protected from shipping and storage damage by the envelopment of the product in a wrapping material which protects the fabric from water, sunlight and contaminants.
 - iv. The Geotextile shall be laid upon a smooth surface without any voids underneath the fabric and shall be free of wrinkles and folds.
 - v. The fabric shall be placed in accordance with the manufacturer's recommendations.
 - vi. The minimum overlap, in both directions, shall be one foot.
 - vii. The manufacturer shall certify that all materials delivered to the project meet or exceed the specifications."
- D. **SUBSIDIARY** to the unit price bid for "**Furnishing and Placing Type 2 Rock Blanket (24" Thick) and Geotextile Fabric**" shall be the excavation, backfill, the rock in the tow trenches, cost for providing and installing the Geotextile and any expense incurred for hand placement of Rock Blanket adjacent to pipes, structures, the thrie beam rail posts, etc.
- E. If suitable, and acceptable onsite materials are excavated the contractor may utilize these materials in the rock blanket installation.
- F. No special measurement or payment for excavation, backfilling or subgrade compaction to install the rock blanket.
- G. Measurement:
- a. Measurement will be made to the nearest Cubic Yard of material in place in the completed blanket.
- H. Payment:
- a. See Section 611.30.5 Basis of Payment.
 - b. The Contractor will be paid the contract unit bid price per Cubic Yard for "Furnishing and Placing Type 2 Rock Blanket (24" Thick) and Geotextile Fabric". No direct payment will be made for excavating the trench or for backfilling. These items shall be considered **SUBSIDIARY** to the bid items "Furnishing and Placing Type 2 Rock Blanket (24" Thick) and Geotextile Fabric".

TS-28 GUARDRAIL

- A. Contractor shall furnish all materials, labor, equipment necessary to install the guardrail, end terminals, and bridge approach transition sections. Guardrail shall be installed by the Contractor in accordance with the provisions of MoDOT Sections 606 and 1040.

- B. Modify sub section 606.3.3.1 of section 606.3.3 "Posts for Guardrail and One-Strand Access Restraint Cable" by noting that all POSTS shall be STEEL and all 12" BLOCKS shall be PLASTIC.
- C. No special measurement or payment for excavation, backfilling or subgrade compaction to install the guardrail items.
- D. "Type A Crashworthy End Terminals (MASH)" shall be of type MSKT.
- E. Measurement:
 - a. Measurement for "MGS Guardrail" will be made to the nearest Lineal Foot complete-in-place.
 - b. Measurement for "Bridge Guardrail (Thrie Beam)" will be made to the nearest Lineal Foot complete-in-place.
 - c. Measurement for "Type A Crashworthy End Terminals (MASH)" will be made per each.
 - d. Measurement for "MGS Bridge Approach Transition Section (Regular/No Curb)" will be made per each.
- F. Payment:
 - a. The Contractor will be paid the contract unit bid price Lineal Foot for "MGS Guardrail".
 - b. The Contractor will be paid the contract unit bid price Lineal Foot for "Bridge Guardrail (Thrie Beam)".
 - c. The Contractor will be paid the contract unit bid price per each for "Type A Crashworthy End Terminals (MASH)".
 - d. The Contractor will be paid the contract unit bid price per each for "MGS Bridge Approach Transition Section (Regular/No Curb)".

TS-29 EROSION AND SEDIMENT CONTROL DEVICES

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

appropriate erosion control measures have been installed and approved by the County.

E. All maintenance of erosion and sediment control devices shall be considered **SUBSIDIARY** to other items for which direct payment is made, including the removal of sediment.

F. Measurement:

a. Field measurement of the Rock Ditch Checks, Silt Fence, Wattle Log, Biodegradable Log Inlet Protection will be made per Lineal Foot.

G. Payment:

a. Contractor will be paid for in-place field quantities of Rock Ditch Checks, Silt Fence, Wattle Log, and Biodegradable Log Inlet Protection by the Contract Unit bid price per Lineal Foot.

TS-30 TEMPORARY SEEDING AND MULCHING

A. When directed by the Engineer, the Contractor shall apply temporary seeding to all areas to minimize erosion control measures.

B. Temporary seeding and mulching shall be in accordance with APWA Standard Specification Section 2153.5. The Contractor shall apply the Type "TR" Seed or Type "TM" Seed based on the time of year that the seed and mulch are being applied.

C. Temporary seeding and mulching including any necessary site preparation work and watering shall be **SUBSIDIARY** to the contract unit price for "Hydro Seed & Mulch". No direct measurement or payment will be made for temporary seeding and mulching.

TS-31 SEEDING

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

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

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

Festuca arundinacea, Fineleaf Tall Fescue. Varieties- Hounddog V. Rebel Jr., Rebel III, Rebel 3D, Barlexas, Millennium, Southern Choice, Tar Heel, Wolf Pack, Bonsai 2000, Shortstop II Coyote, or other pre-approved substitutes 87.5%

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

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

TS-32 PAVEMENT MARKING (PAINT)

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

the required widths. Broken traffic stripes shall also conform to the following requirements.

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

satisfactory appearance of the work.

- I. Separate payment for compliance with traffic handling requirements will not be made and this item will be considered incidental to completion of the project.
- J. The contractor shall provide a pilot vehicle to lead and a chase vehicle to follow the paint truck while paint is being applied. The pilot vehicle and the chase vehicle shall have an arrow board and appropriate signs in accordance to the M.U.T.C.D.
- K. Marking Definition for the Painted Striping.
 - a. **4" White Edge Line** (white longitudinal marking): A solid white line on the right and left edge of a roadway.
 - b. **4" Double Yellow** (yellow longitudinal marking): Two solid yellow lines at the center of a roadway where two direction no passing is required.
- L. Materials:
 - a. Fast-drying traffic paint and reflectorizing glass spheres shall fully comply with all of the requirements of the attached specifications appendices. No allowance for mixing losses shall be made in determining percentages of pigment. The mixed paint will be required to contain the stated percentage of pigment on analysis.
 - b. The engineer reserves the right to take reasonable samples from the contractor's stock of materials at any time during the project and submit same for testing. Substitutions of materials or changes in the supplier will not be allowed without written consent of the engineer.
 - c. Installation shall be in accordance with the manufacturers specifications as shown in for the following:
 - d. Appendix B: White and Yellow Acrylic Waterborne Traffic Marking Paint MSP-94-06J and Glass Beads
 - e. All Painted Striping shall be directed and approved by the Engineer.
- M. Measurement:
 - a. "4" Solid White Edge Line" and "4" Solid Double Yellow Centerline" striping shall be measured per Lineal Foot.
- N. Payment:
 - a. The Contractor will be paid the contract unit bid price per Lineal Foot for "4" Solid White Edge Line" and "4" Solid Double Yellow Centerline".

TS-33 15" FLARED END SECTION GROUP 'C'

- A. Flared end section shall be installed in accordance with MoDOT Section 732, Flared End Sections. See MoDOT Standard Plan 732.00 for details of the flared end section. Flared end section material shall be consistent with MoDOT requirements.

B. Measurement:

- a. "15" Flared End Section Group 'C'" shall be measured per each.

C. Payment:

- a. The Contractor will be paid the contract unit bid price per each for "15" Flared End Section Group 'C'".

TS-34 15" PIPE GROUP 'C'

A. Contractor shall furnish all materials, equipment, and labor necessary to install the drainage pipes in accordance with MoDOT Section 604, Miscellaneous Drainage. This work shall also include all materials and labor necessary to complete the excavation, trenching, shoring, subgrade compaction or stabilization, bedding, cleanout, jointing, penetrations, concrete, reinforcement, and backfilling (including flowable fill) necessary to complete the installation of the pipes. No special measurement or payment will be made, and these items shall be considered **SUBSIDIARY** to "15" Pipe Group 'C'".

B. Contractor shall prepare and submit construction shop drawings and catalog cuts for review and approval by the Engineer prior to ordering materials.

C. Measurement:

- a. "15" Pipe Group 'C'" shall be measured per Lineal Foot.

D. Payment:

- a. The Contractor will be paid the contract unit bid price per Lineal Foot for "15" Pipe Group 'C'".

TS-35 PERMANENT TYPE 1D EROSION CONTROL BLANKET

A. Contractor shall furnish all materials, equipment, and labor necessary to install erosion control blanket in accordance with MoDOT Section 806, Pollution, Erosion, and Sediment Control.

B. Measurement:

- a. "Permanent Type 1D Erosion Control Blanket" shall be measured per Square Yard.

C. Payment:

- a. The Contractor will be paid the contract unit bid price per Square Yard for "Permanent Type 1D Erosion Control Blanket".

TS-36 ACCESS AND RESTORATION

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

TS-37 DISPOSAL OF EXCESS MATERIAL

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

TS-38 FORCE ACCOUNT

- A. Force Account shall conform to Section 105.1.1 Authority of Engineer, Section 109.4.3 Equitable Adjustment, Section 109.4.4 Application of Force Account, and Section 109.5 Force Account Computation of the Missouri Standard Specifications for Highway Construction (2022).
- B. The Contractor shall perform other unforeseen work, for which there is no condition included in the contract, whenever it is deemed necessary or desirable to complete the work as designated by the County. Such work shall be performed in accordance with the Standard Specifications and as directed by the County.
- C. Payment for the work performed under this Technical Specification shall be made in accordance with the proposal unit prices where the requested work is covered by an item listed in the proposal. If the work is not represented by a unit price listed in the proposal, payment will be in accordance with the General Conditions and more specifically GC-35 "Extra Work".

TS-39 ITEMS NOT LISTED IN THE PROPOSAL

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

TS-40 SUBSIDIARY WORK

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

TS-41 ESTIMATED QUANTITIES

- A. Payment for the following listed items will be based on the contract quantity shown on the plans. No final measurement of quantities will be made.
 - a. Clearing and Grubbing
 - b. MoDOT Type 5 Aggregate for Subbase
 - c. KCMMB 4K Concrete (Culverts)
 - d. Removal of Improvements
 - e. Removal of Structure
- B. In the event of authorized changes, during construction, or appreciable error found in an estimated quantity, the Contractor may request in writing that a final measurement for payment be made of that item. Additionally for the above noted reasons the Engineer may make a final measurement for payment. If a measurement and re-computation of the quantity is done it shall be accordance with these Technical Specifications and the Standard Specifications and payment made based on the unit price noted in the proposal.

TS-42 GUIDELINES FOR OBTAINING ENVIRONMENTAL CLEARANCE FOR PROJECT SPECIFIC LOCATIONS

This specification provides guidelines for obtaining environmental clearance for disturbed areas such as: Borrow Sites, Haul Roads, Burn Pits, Staging Areas, and Spoil Sites at project-specific locations.

The necessary clearances for disturbed areas such as those referenced above shall be obtained prior to using these areas for projects. The contractor is encouraged to consider using material from previously disturbed locations (substantial disturbance) or disturbed areas that have previously been cleared, precluding the need to address most, if not all, of the issues described below. The contractor should include the federal project number on all correspondence. The following addresses the primary environmental issues related to clearance of disturbed areas such as borrow sites:

127.27.1 The Endangered Species Act

The Federal Endangered Species Act protects rare species and their habitats. The U.S. Fish and Wildlife Service (USFWS) administers the Act. Violations of this act can result in extensive project delays and severe fines. To determine if an activity will impact any rare species or their habitats, contact the Missouri Department of Conservation's Policy and Coordination Section at (573) 751-4115 to request a query of the MDC Heritage Database. All queries must be accompanied by a good quality map illustrating the location of the proposed site with a description of the activity. Allow at least three weeks for a response to all requests.

If there are no known records of rare species or sensitive habitats at the proposed site, and it is unlikely that any will be impacted by the activity, the contractor will be given clearance to proceed. However, if rare species are known or likely to occur at the site, or known critical habitat exists, further coordination with MDC and the USFWS will be necessary. Written clearance from the U.S. Fish and Wildlife Service may be required before the project can proceed.

Missouri Department of Conservation (MDC)
Planning Division
P.O. Box 180
Jefferson City MO 65102-0180
Telephone Number (573) 751-4115 or FAX (573) 751-4495

U.S. Fish and Wildlife Service (FWS)
Columbia Field Office
101 Park DeVillie Drive - Suite A
Columbia, MO 65203-0007
Telephone Number (573) 234-2131 or Fax (573) 234-2182

127.27.2 Floodplain/Regulatory Floodway

An evaluation of floodplain impacts is mandated by Executive Order 11988, Floodplain Management, and subsequent federal floodplain management guidelines. When available, flood hazard boundary maps (National Flood Insurance Program) and flood insurance studies for the project area are used to determine the limits of the base (100-year) floodplain and the extent of encroachment.

The Federal Emergency Management Agency (FEMA) and Federal Highway Administration (FHWA) guidelines 23 CFR 650 have identified the base (100-year) flood as the flood having a one percent probability of being equaled or exceeded in any given year. The base floodplain is the area of 100-year flood hazard within a county or community. The regulatory floodway is the channel of a stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 100-year flood discharge can be conveyed without increasing the base flood elevation more than a

specified amount. FEMA has mandated that projects can cause no rise in the regulatory floodway, and a one-foot cumulative rise for all projects in the base (100-year) floodplain. For projects that involve the state of Missouri, the State Emergency Management Agency (SEMA) issues floodplain development permits. In the case of projects proposed within regulatory floodways, a "No-Rise" Certification, if applicable, should be obtained prior to issuance of a permit.

Questions regarding floodplain and regulatory floodway should be addressed to:

SEMA
P.O. Box 116
Jefferson City MO
65102
(573) 526-9141

Documentation of consultation with SEMA regarding the presence of 100-year floodplain/regulatory floodway should be included in the final collection of information to be submitted to MoDOT staff.

127.27.3 Federal Emergency Management Agency (FEMA) Buyout Lands

The Flood Disaster Protection Act of 1973, as amended by the Disaster Relief and Emergency Assistance Act of 1988 (The Stafford Act), identified the use of disaster relief funds under Section 404 for the Hazard Mitigation Grand Program (HMGP), including the acquisition and relocation of flood damaged property. The Volkmer Bill further expanded the use of HMGP funds under Section 404 to "buy out" flood damaged property, which had been affected by the Great Flood of 1993.

There are numerous restrictions on these FEMA buyout properties. No structures or improvements may be erected on these properties unless they are open on all sides. The site shall be used only for open space purposes, and shall stay in public ownership. These conditions and restrictions (among others), along with the right to enforce same, are deemed to be covenants running with the land in perpetuity and are binding on subsequent successors, grantees, or assigns. Any decision involving these properties should take into consideration that 2-3 years is necessary to process an exemption from FEMA to utilize this parcel. This exemption would likely be a permanent easement rather than a transfer of property. If any proposed site is located on a FEMA buyout property, an alternative site should be chosen.

127.27.4 Farmland Protection

In order to comply with the Farmland Protection Policy Act, which has the purpose of minimizing Federal programs' contributions to the unnecessary and irreversible conversion of farmland caused by nonagricultural uses, the Form AD-1006 will need to be completed. This can be accomplished through coordination with United States Department of Agricultural (USDA)-Natural Resources Conservation Service (NRCS), and the completion of Form AD-1006. To receive the Form AD-1006, call the NRCS State office in Columbia at (573) 876-9411. An aerial map of the site or sites will also be required with the area to be disturbed identified on the map. This aerial map can be obtained from the local SCS office. In some areas of the state this office may be located in an adjoining county.

The contractor will need to complete Parts I and III of Form AD-1006. The form should then be sent to the NRCS State Office for completion of Parts II, IV and V. The address for NRCS State Office is:

Mr. Dennis Potter
State Soil Scientist
Natural Resource Conservation Service
601 Business Loop 70 West
Parkade Center, Suite 250
Columbia, MO 65203
1-573-876-9411

After the NRCS office returns the form, the contractor will complete remaining Parts VI and VII. The contractor will provide a copy of the completed form to the MoDOT district contact to document compliance with the Farmland Protection Policy Act.

127.27.5 Wetlands

Federal executive order has decreed a national policy of "no net loss of wetlands." Under this policy, impacts to wetlands must be avoided if at all practical. Where wetlands are impacted, these impacts must be mitigated by construction or enhancement of a like quantity and quality of new wetlands. For these reasons, avoiding impacts to wetlands is a primary goal.

To determine whether wetlands occur on a site, contact the USDA, NRCS. The NRCS has identified and mapped wetlands as a requirement under the Food Security Act. These maps are available from county NRCS offices, usually located in the county seat. For all other non-farmland sites, consult the US Fish and Wildlife Service's Wetlands Map. If wetlands are identified on Food Security Act wetland maps, a site visit may be needed to confirm the location of wetlands. If there are no wetland impacts, no other action need be taken.

If there are any questions about the extent of wetlands in the event that wetlands cannot be avoided, contact the U.S. Army Corps of Engineers (COE). If wetlands cannot be avoided, a COE Section 404 permit would be processed through the appropriate COE district. There are five COE districts in Missouri. Information about COE district locations, addresses and phone numbers is available on the COE website.

127.27.6 Water Quality/Land Disturbance

The National Pollutant Discharge Elimination Systems (NPDES) program regulates construction activities where 1 acre or more of land is disturbed. If the project proponent has a general NPDES permit for all of their construction activities, this is adequate. If the project proponent does not have a valid general permit and the site to be disturbed is greater than 1 acre in size, a project-specific NPDES permit from DNR is required. If the project is entirely within MoDOT right of way, the sponsor may use MoDOT's general permit. In either case, the sponsor will need to develop a site-specific stormwater pollution prevention plan for the project. The sponsor shall contact the Missouri Department of Natural Resources (DNR) NPDES Storm Water Program office at (573) 751-1300 or (800) 361-4827 for further directions. A few cities (Kansas City, Columbia, and others) and counties have obtained their own land disturbance permits from DNR for generic land disturbance purposes; see additional discussion on stormwater and erosion control in 136.4 Environmental and Cultural Requirements of the LPA Policy.

127.27.7 Hazardous Waste Sites

More than likely, areas to be disturbed will be located in rural areas that have been used for agriculture or similar purposes. Hazardous wastes are most typically associated with commercial or previous industrial properties.

If the proposed area is basically farmland or pasture, and has not been used for any commercial activity or dumping, hazardous wastes are unlikely. The contractor should simply document the existing and historic land use of the parcel and tell how this assessment was obtained.

In nonrural, suburban or commercial areas a nonintrusive investigation may be used to "diagnose" the environmental conditions of a selected site. The following is a list of suggested items, but not inclusive, for a cursory nonintrusive investigation.

Examine any noticeable contamination in the form of surface staining, oil sheen, odors,

stressed vegetation, spills, leaks, illegal dumping, etc.

Conduct interviews of local citizens and current owners to identify past land use practices and hazardous waste management practices.

Consult with local and state (Missouri Department of Natural Resources, Hazardous Waste Program, 573-751-3176) environmental regulatory agencies to identify if any past problems (complaints, citations, etc.) have occurred at the site, if any permits/licenses have been filed for the site, or if enforcement actions have occurred.

If the above analyses produce negative results, the contractor should provide documentation to the MoDOT Design Division-Environmental Section as to who was contacted and the results of the contact. However, if through the search for information described above, potential problems are identified, it would be wise to locate another site.

The potential to encounter wastes from sites that are unknown should always be a consideration. Any unknown sites that are found will be handled in accordance with Federal and State Laws and Regulations.

127.27.8 Historic Preservation

All jobs requiring environmental clearance for historic preservation (archaeological sites, buildings, and structures) must be reviewed and approved by the State Historic Preservation office (SHPO), Department of Natural Resources. To initiate SHPO's review and clearance of a proposed site for cultural resources, a "Section 106 Project Information Form" must be completed and submitted to SHPO along with a copy of a United States Geological Survey (USGS) topographic map indicating the location of the project. In addition, photographs of any structures that will be impacted must be provided. The "Section 106 Project Information Form" can be obtained from the SHPO website or requested from the SHPO by telephone, (573) 751-7858, or mail:

Missouri Department of Natural Resources
State Historic Preservation Office
Attn: Section 106 Review
P.O. Box 176
Jefferson City, MO, 65102-0176

Based on the information supplied, SHPO may clear the project at that time or request that the contractor acquire the services of an archaeological consultant to conduct a historic preservation survey of the proposed area. A listing of currently acceptable and available archaeological consultants who can complete a survey if required can be viewed at the SHPO's website. Any questions can be directed to the Design Division-Historic Preservation Section, at (573) 751-0473.

127.27.9 Public Land

If borrow sites are proposed on any publicly owned land, contact the MoDOT district representative before proceeding. Section 4(f) of the Department of Transportation Act of 1966 (now codified as 49 U.S.C. 303 and 23 U.S.C. 138) protects certain public lands. Section 4(f) requires that all U.S. DOT-funded transportation projects must avoid impacts to public parkland and wildlife refuges (and cultural resources deemed eligible for the National Register of Historic Places), unless it is successfully demonstrated that no feasible and prudent alternative exists that avoid "use" or impacts to the park or refuge. It is strongly recommended that public lands not be considered as potential borrow sites.

Once the contractor has obtained all of the above information, it should be provided to the MoDOT district contact. The transmittal letter must include county, route and job number of the project, along with a map depicting the location and limits of the site(s).

END OF SECTION

JACKSON COUNTY PUBLIC WORKS
EAST HAINES ROAD BRIDGE REPLACEMENT

FEDERAL PROJECT NO. BRO-B048 (58)
COUNTY PROJECT NO. 3242

APPENDIX



Geotechnical Engineering Report

**Haines Road Bridge Replacement
Jackson County, Missouri**

November 18, 2021

Terracon Project No. 02205324

Prepared for:

Wilson & Company, Inc.

Kansas City, Missouri

Prepared by:

Terracon Consultants, Inc.

Lenexa, Kansas



November 18, 2021

Wilson & Company, Inc.
800 East 101st Terrace, Suite 200
Kansas City, Missouri 64131



Attn: Mr. Jason Kemnitz, P.E.

Re: Geotechnical Engineering Report
Haines Road Bridge Replacement
Haines Road near Timber Lake Trail
Jackson County, Missouri
Terracon Project No. 02205324

Dear Mr. Kemnitz:

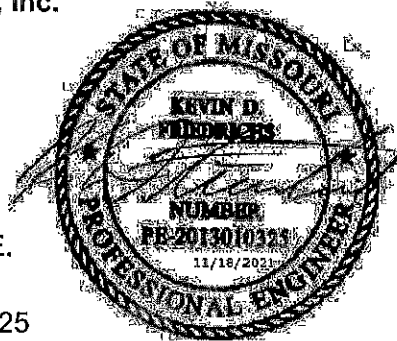
We have completed a subsurface exploration and geotechnical engineering evaluation for the referenced project. This study was performed in general accordance with Terracon Proposal No. P02205324.R1, dated November 12, 2020. This report presents the findings of the subsurface exploration and provides geotechnical recommendations concerning earthwork and the design and construction of the reinforced concrete box (RCB) culvert and wing walls for the project.

We appreciate the opportunity to be of service to you on this project. If you have any questions concerning this report or if we may be of further service, please contact us.

Sincerely,

Terracon Consultants, Inc.

Kevin D. Friedrichs, P.E.
Project Engineer
Missouri: PE 2013010325



Kole C. Berg
Kole C. Berg, P.E.
Senior Consultant
Missouri: PE 2002016417

REPORT TOPICS

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Note: This report was originally delivered in a web-based format. **Orange Bold** text in the report indicates a referenced section heading. The PDF version also includes hyperlinks which direct the reader to that section and clicking on the *GeoReport* logo will bring you back to this page. For more interactive features, please view your project online at client.terracon.com.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES
SITE LOCATION AND EXPLORATION PLANS
EXPLORATION RESULTS
SUPPORTING INFORMATION

Note: Refer to each individual Attachment for a listing of contents.

Geotechnical Engineering Report
Haines Road Bridge Replacement
Haines Road near Timber Lake Trail
Jackson County, Missouri
Terracon Project No. 02205324
November 18, 2021

INTRODUCTION

This report presents the results of our subsurface exploration and geotechnical engineering evaluation performed for the proposed culvert to be located at Haines Road near Timber Lake Trail in Jackson County, Missouri. This report describes the subsurface conditions encountered at the boring locations, presents the test data, and provides geotechnical recommendations for the following items:

- earthwork
- foundations
- lateral earth pressures
- seismic site class

Maps showing the site and boring locations are shown in the **Site Location and Exploration Plan** section. The results of the laboratory testing performed on soil samples obtained from the site during the field exploration are included on the boring logs in the **Exploration Results** section.

SITE CONDITIONS

Item	Description
Project Location	The project is located near Haines Road near Timber Lake Trail in Jackson County, Missouri.
Existing Improvements	The bridge is presently a four-cell reinforced concrete box culvert that serves as a low-water crossing.
Existing Topography	The site is relatively flat with approximately 5 to 7 feet from the bridge deck to the bottom of the creek.

PROJECT DESCRIPTION

Item	Description
Project Description	We understand that the low-water crossing will be replaced with a larger capacity reinforced concrete box culvert (RCB) without a floor.

Item	Description
Grading/Slopes	A site grading plan was not provided. We have considered no more than 2 feet of cut and 2 feet of fill will be required to develop final grades. Final slope angles of 3H:1V (Horizontal: Vertical) or flatter are expected.
Below-Grade Structures	The RCB structure will include reinforced concrete wing walls.

GEOTECHNICAL CHARACTERIZATION

We have developed a general characterization of the subsurface conditions based on the subsurface exploration, laboratory data, geologic setting and our understanding of the project. This characterization, termed GeoModel, forms the basis of our geotechnical evaluation. Conditions encountered at each exploration point are indicated on the individual logs. The individual logs can be found in the **Exploration Results** section and the GeoModel can be found in the **Figures** section of this report.

As part of our analyses, we identified the following model layers within the subsurface profile. For a more detailed view of the model layer depths at each boring location, refer to the GeoModel.

Model Layer	Layer Name	General Description
1	Fill/Alluvium	Lean clay (CL) with varying amounts of gravel
2	Limestone	Completely to moderately weathered, with shale seams

The borings were observed during drilling and shortly after completion of drilling for the presence and level of water. Groundwater was not encountered in the borings at these times. A longer period of time may be required for groundwater to develop and stabilize in a borehole. Longer term observations in piezometers or observation wells, sealed from the influence of surface water, are often required to define groundwater levels.

Groundwater levels may fluctuate due to seasonal variations in the amount of rainfall, runoff, and other factors not evident at the time the borings were performed. "Perched" water could occur above lower permeability soil layers and/or near the soil/bedrock interface. Therefore, groundwater conditions at other times may be different than the conditions encountered in our exploratory borings. The potential for water level fluctuations and perched water should be considered when developing design and construction plans and specifications for the project.

EARTHWORK

Earthwork will include excavations and fill placement. We anticipate minor site grading will be required to develop final grades approaching the culvert. Recommendations concerning

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Haines Road Bridge Replacement ■ Jackson County, Missouri
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earthwork are provided in the following sections of this report. All earthwork completed during construction should comply with MoDOT *Standard Specifications*.

Site Preparation

The existing roadway and culvert should be completely removed from the area in order to accommodate construction of the new culvert. Once all cuts have been performed to accommodate the planned construction, the subgrade should be evaluated prior to placement of the new fill.

Rock Excavation

Bedrock strata were encountered at depths of approximately 3 to 4 feet below the ground surface at the boring locations. Rock excavation methods will be required in some areas, depending upon the depth of excavation and the type of rock encountered. Excavation of limestone strata that we were unable to penetrate using a flight auger fitted with carbide teeth will be more difficult.

In our experience, highly weathered bedrock strata that can be easily penetrated with a flight auger can typically be excavated using track-hoes with rock teeth or ripper equipped dozers. Excavation of harder bedrock will likely require the use of jackhammers, rock splitters and pneumatic breakers. Excavation of rock in confined areas (such as trenches) is usually difficult, even above the level of auger refusal.

Fill Material Types

A sample of each fill material type should be tested by the Geotechnical Engineer prior to being used on the site. Our professional opinions concerning suitability of fill materials are presented in the following table.

Fill Type	USCS Classification	Acceptable Location for Placement
On-site soils	CL (native clay soils ²)	Embankments and landscaped areas
Contractor furnished borrow	CL, GC, GM	Contractor furnished borrow for use in embankments should consist of lean clay (CL) (LL<45; PI<23), clayey gravel (GC), or silty gravel (GM).
Well-graded granular	GW ³	Where free-draining material is required.

1. Engineered fill should consist of approved materials that are free of organic matter and debris. Frozen material should not be used, and fill should not be placed on a frozen subgrade.
2. A shrinkage factor of 1.10 can be considered for native clay soils being re-used in new fill sections.
3. Granular materials with less than 5 percent fines (material passing the #200 sieve), such as ASTM C33 Size No. 57 aggregate or an approved alternate gradation.

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According to MoDOT EPG 320.1.3.1 (i), 'all new pavement is to be constructed on 2 feet of select rock fill when that material is available in suitable quantities on the project site'. Select rock fill should consist of material generally classified as GM or GC according to the USCS. This material is not available within the project boundaries, but it is readily available from local quarries in and around Belton, Missouri.

Fill Compaction Requirements

Compacted structural fill should meet the following compaction requirements.

Item	Description
Fill Lift Thickness ¹	9 inches or less in loose thickness
Compaction Requirements ²	At least 95 percent of the material's maximum standard Proctor dry density ³
Water Content Range	<ul style="list-style-type: none">■ Low plasticity cohesive (LL<50): -2 percent to +2 percent of optimum³■ High plasticity cohesive (LL≥50): 0 to +4 percent of optimum³■ Granular: Workable moisture levels⁴

1. Reduced lift thicknesses of 4 to 6 inches are recommended in confined areas (e.g., utility trenches) and when hand-operated compaction equipment is used.
2. We recommend that engineered fill be tested for moisture content and compaction during placement. If the results of the in-place density tests indicate the specified moisture or compaction limits have not been met, the area represented by the test should be reworked and retested as required until the specified moisture and compaction requirements are achieved. As stated within ASTM D 698, this procedure is intended for soils with 30 percent or less material larger than ¾ inch. Accordingly, we recommend full time proofroll observation be performed instead of moisture density testing for materials containing more than 30 percent aggregate retained on the ¾-inch sieve.
3. As determined by the standard Proctor test (ASTM D 698).
4. Specifically, moisture levels should be maintained low enough to allow for satisfactory compaction to be achieved without the cohesionless fill material pumping when proofrolled.

Slopes

We understand that most permanent slopes will be 3:1 (Horizontal:Vertical) or flatter. However, steeper slopes could be considered near the end of the wing walls. Based on the subsurface materials encountered at our boring locations and based on the specifications outlined in the MoDOT EPG Table 321.1, a spill slope of 2.5:1 or flatter would be acceptable if native soils (or imported materials that meet the requirements for contractor furnished borrow discussed in this report) will be utilized for construction of these slopes.

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Earthwork Construction Considerations

Terracon should be retained during the construction phase of the project to observe earthwork and to perform necessary tests and observations during subgrade preparation, proofrolling, placement and compaction of engineered fill, backfilling of excavations into completed subgrades, and just prior to construction of foundations and pavements.

Temporary excavations will be required during construction. The contractor is responsible for designing and constructing stable, temporary excavations and should shore, slope, or bench the sides of the excavations as required, to maintain stability of both the excavation sides and bottom. All excavations should comply with applicable local, state and federal safety regulations, including the current OSHA Excavation and Trench Safety Standards.

The contractor is responsible for designing, implementing, and maintaining appropriate temporary dewatering procedures, if required, during construction. The contractor should be prepared to remove runoff water entering the construction site after construction has started. Portions of the project site are relatively low in elevation in comparison with the surrounding terrain, particularly within the stream channel. Therefore, runoff water from rain events will accumulate at the project site. If portions of the construction site become inundated with water during construction, the contractor should be prepared to use pumps or other applicable methods to remove water entering the construction site.

Upon completion of filling and grading, care should be taken to maintain the subgrade moisture. Construction traffic over the completed subgrade should be avoided to the extent practical. The site should also be graded to prevent ponding of surface water on the prepared subgrades or in excavations. If the subgrade should become excessively wet or dry, frozen, or disturbed, the affected material should be removed or these materials should be scarified, moisture conditioned, and recompacted prior to further construction.

RCB AND WING WALL FOUNDATIONS

Foundation Design Parameters

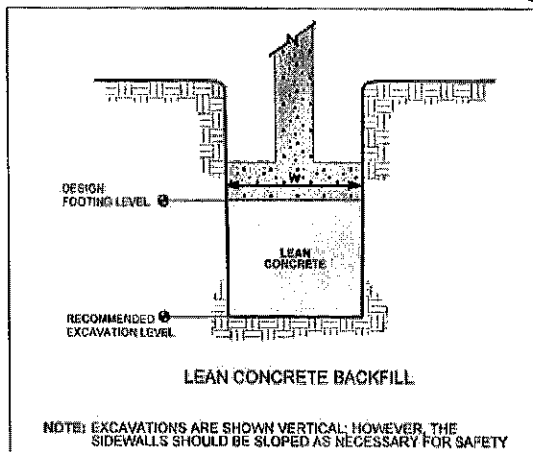
We understand that strip footing foundations are planned to support the ends of the RCB structure. Strip footing foundations should bear on competent limestone bedrock encountered at an elevation of approximately 940 feet or lower near each abutment.

Item	Description
Bearing material	Limestone
Maximum net allowable bearing pressure ¹	10 ksf
Minimum footing width	18 inches
Estimated bearing elevation	940 feet or lower
Estimated total settlement	½ inch or less
Estimated differential settlement	½ of the total settlement

- The recommended net allowable bearing pressure is the pressure in excess of the minimum surrounding overburden pressure at the footing base elevation. This pressure assumes that any soils or other unsuitable materials, if encountered, will be undercut to competent limestone and replaced with lean concrete.

Foundation Construction Considerations

The base of all foundation excavations should be free of water and loose materials prior to placing concrete. All footing bearing surfaces should be observed and tested by Terracon. If unsuitable conditions are encountered, footing excavations should be extended deeper to competent limestone bedrock. Footings can bear directly on limestone at the lower level or on lean concrete backfill that extends to competent limestone as shown in the following figure.



SEISMIC CONSIDERATIONS

The following table provides the required seismic design coefficients in accordance with the 2017 AASHTO LRFD Bridge Design Specifications. All figures, tables and equations referenced below are from these specifications.

Description	Value
Site Classification (Table 3.10.3.1-1)	B
Site Latitude	38.871665° N
Site Longitude	94.292704° W
Horizontal Peak Ground Acceleration Coefficient, PGA (Figure 3.10.2.1-1)	0.055
Short-Period Spectral Acceleration Coefficient, S_s (Figure 3.10.2.1-2)	0.115
Long-Period Spectral Acceleration Coefficient, S_1 (Figure 3.10.2.1-3)	0.068
Site Factor, F_{pga} (Table 3.10.3.2-1)	1.0
Site Factor, F_a (Table 3.10.3.2-2)	1.0
Site Factor, F_v (Table 3.10.3.2-3)	1.0
$S_{D1} = F_v S_1$ (Equation 3.10.4.2-6)	0.068
$A_s = F_{pga} PGA$ (Equation 3.10.4.2-2)	0.055
Seismic Zone (Table 3.10.6-1)	1

LATERAL EARTH PRESSURES

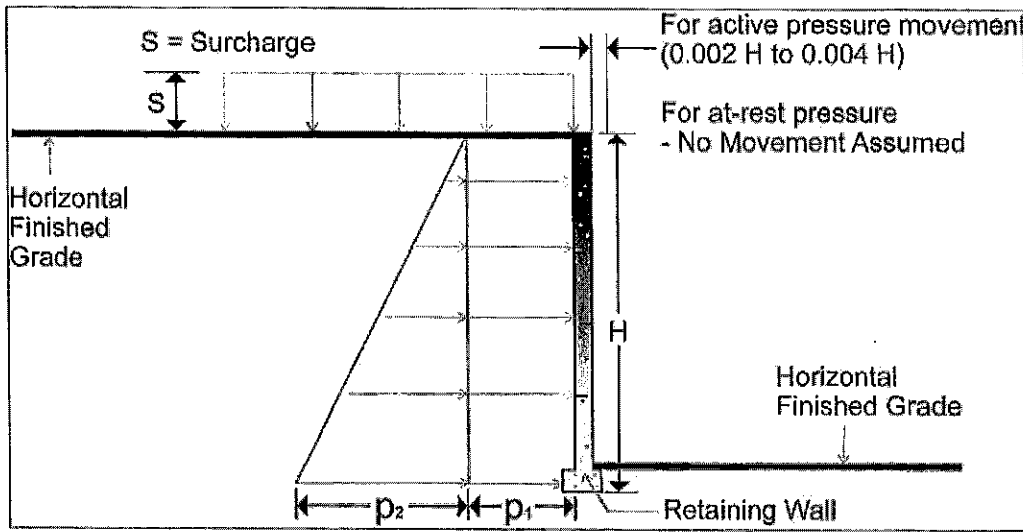
Lateral Earth Pressure Design Parameters

Wing walls with unbalanced backfill levels on opposite sides should be designed for earth pressures at least equal to those indicated in the following table. Earth pressures will be influenced by structural design of the walls, conditions of wall restraint, methods of construction, and/or compaction and the strength of materials being restrained. Two wall restraint conditions are shown. Active earth pressure is commonly used for design of free-standing cantilever retaining walls where wall movement is permitted. The at-rest condition considers no wall movement is permitted. The recommended design lateral earth pressures do not include a factor of safety and do not provide for possible hydrostatic pressure on the walls.

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Lateral Earth Pressure Parameters

Earth Pressure Conditions	Coefficient for Backfill Type	Equivalent Fluid Unit Weight (pcf)	Surcharge Pressure, p_1 (psf)	Earth Pressure, p_2 (psf)
Active (K_a)	Granular - 0.3	40	$(0.3)S$	$(40)H$
	Clay - 0.42	50	$(0.42)S$	$(50)H$
At-Rest (K_o)	Granular - 0.47	60	$(0.47)S$	$(60)H$
	Clay - 0.60	70	$(0.60)S$	$(70)H$
Passive (K_p)	Granular - 3.3	420	---	---
	Clay - 2.4	290	---	---

Applicable conditions to the above include:

- For active earth pressure, wall must rotate about base, with top lateral movements of about 0.002 H to 0.004 H, where H is wall height
- For passive earth pressure to develop, wall must move horizontally to mobilize resistance
- Uniform surcharge, where S is surcharge pressure
- Clay soil backfill: unit weight = 120 pcf (maximum), and $\phi = 24$ degrees (minimum)
- Granular material backfill: unit weight = 130 pcf (maximum), and $\phi = 32$ degrees (minimum)
- Horizontal backfill, compacted as recommended in the report
- Loading from heavy compaction equipment not included
- No hydrostatic pressures acting on wall
- No loading from nearby footing or slabs
- No dynamic loading
- No safety factor included in soil parameters
- Ignore passive pressure in frost zone

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Backfill placed against structures should consist of granular soils or low plasticity cohesive soils. For the granular values to be valid, the granular backfill must extend out and up from the base of the wall at an angle of at least 45 degrees from vertical for the active and at-rest cases, and at an angle of 60 degrees from vertical for the passive case. To calculate the resistance to sliding, a value of 0.3 should be used as the ultimate coefficient of friction where the footing bears on native clay soils or engineered fill

Gravity walls (e.g., large-block walls) and mechanically stabilized earth (MSE) retaining walls (e.g., geogrid-reinforced backfill with modular block facing) require different design parameters than those provided in this report. If large-block walls or MSE walls will be utilized instead of a reinforced concrete cantilever type walls, the MSE wall designer should review the information from the attached boring logs and develop the parameters required for design of the wall. Terracon's scope of services excludes providing soil parameters, design recommendations, or analyses for large-block walls or MSE walls.

Subsurface Drainage for Wing Walls

If drainage is not possible, as is likely the case for wing walls that will extend below the water level in the creek, then the below-grade walls should be designed to resist the combined hydrostatic and lateral earth pressures. In our opinion, walls backfilled using clay soils should be designed using an equivalent fluid weighing 90 and 100 pcf for active and at-rest conditions, respectively. For granular backfill, an equivalent fluid weighing 85 and 90 pcf should be used for active and at-rest conditions, respectively. These pressures do not include the influence of surcharge or equipment loading, which should be added. Heavy equipment should not operate within a distance closer than the exposed height of wing walls to prevent lateral pressures more than those provided.

GENERAL COMMENTS

Our analysis and opinions are based upon our understanding of the project, the geotechnical conditions in the area, and the data obtained from our site exploration. Natural variations will occur between boring locations or due to the modifying effects of construction or weather. The nature and extent of such variations may not become evident until during or after construction. Terracon should be retained to provide observation and testing services during pertinent construction phases. If variations appear, we can provide further evaluation and supplemental recommendations. If variations are noted in the absence of our observation and testing services on-site, we should be immediately notified so that we can provide evaluation and supplemental recommendations.

Our scope of services does not include either specifically or by implication any environmental or biological (e.g., mold, fungi, bacteria) assessment of the site or identification or prevention of

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Haines Road Bridge Replacement ■ Jackson County, Missouri
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pollutants, hazardous materials or conditions. If the owner is concerned about the potential for such contamination or pollution, other studies should be undertaken.

Our services and any correspondence or collaboration through this system are intended for the sole benefit and exclusive use of our client for specific application to the project discussed and are accomplished in accordance with generally accepted geotechnical engineering practices with no third-party beneficiaries intended. Any third-party access to services or correspondence is solely for information purposes to support the services provided by Terracon to our client. Reliance upon the services and any work product is limited to our client, and is not intended for third parties. Any use or reliance of the provided information by third parties is done solely at their own risk. No warranties, either express or implied, are intended or made.

Site characteristics as provided are for design purposes and not to estimate excavation cost. Any use of our report in that regard is done at the sole risk of the excavating cost estimator as there may be variations on the site that are not apparent in the data that could significantly impact excavation cost. Any parties charged with estimating excavation costs should seek their own site characterization for specific purposes to obtain the specific level of detail necessary for costing. Site safety, cost estimating, excavation support, and dewatering requirements/design are the responsibility of others. If changes in the nature, design, or location of the project are planned, our conclusions and recommendations shall not be considered valid unless we review the changes and either verify or modify our conclusions in writing.

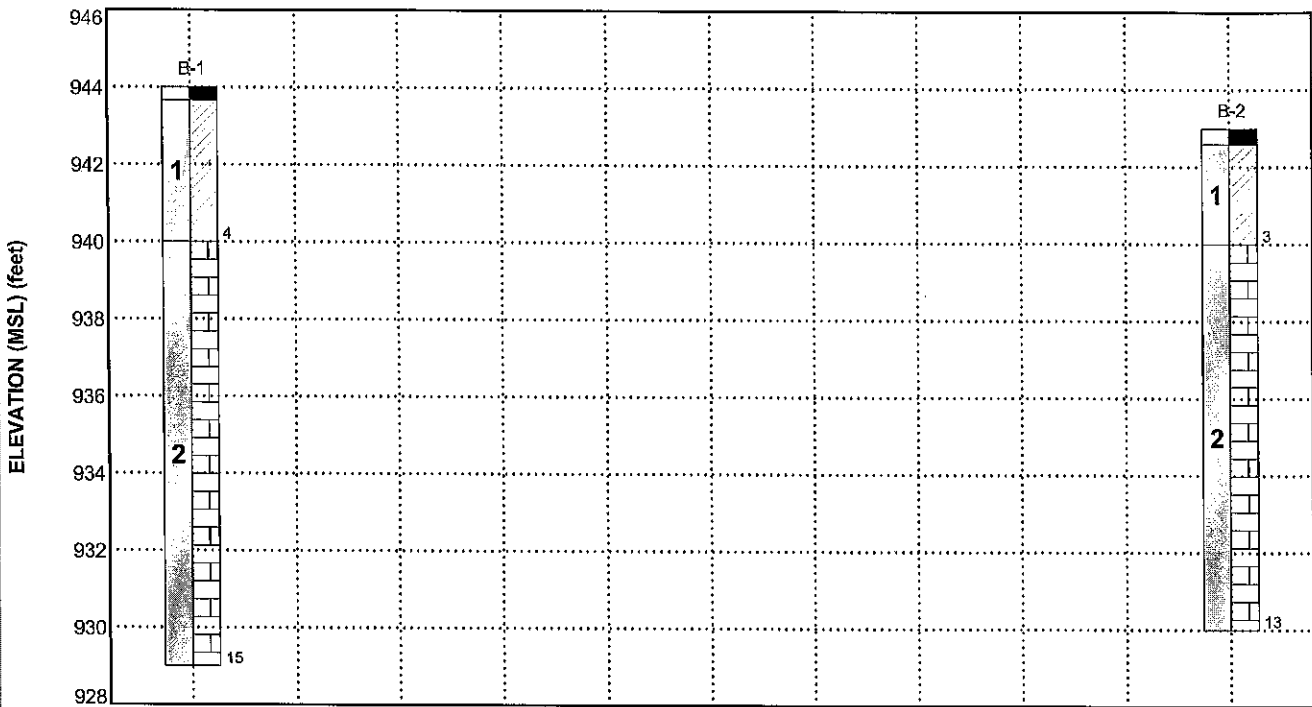
FIGURES

Contents:

GeoModel

GEMODEL

Haines Road Bridge Replacement Lee's Summit, Missouri
 Terracon Project No. 02205324



This is not a cross section. This is intended to display the Geotechnical Model only. See individual logs for more detailed conditions.

Model Layer	Layer Name	General Description
1	Fill/Alluvium	Lean clay (CL) with varying amounts of gravel
2	Limestone	Completely to moderately weathered, with shale seams

LEGEND

- Asphalt
- ▨ Lean Clay
- ▤ Limestone

NOTES:

Layering shown on this figure has been developed by the geotechnical engineer for purposes of modeling the subsurface conditions as required for the subsequent geotechnical engineering for this project.
 Numbers adjacent to soil column indicate depth below ground surface.

ATTACHMENTS

EXPLORATION AND TESTING PROCEDURES

Field Exploration

The borings were located in the field by Terracon personnel using a hand-held GPS unit with a horizontal precision of ± 10 feet. Ground surface elevations indicated on the boring logs were estimated by interpolation from Google Earth and are presented to the nearest 1 foot.

The borings were drilled with a track-mounted, rotary drill rig using solid-stem, continuous flight augers to advance the boreholes. Samples of the soil encountered in the borings were obtained using thin-walled tube and split-barrel sampling procedures. In the thin-walled tube sampling procedure, a thin-walled, seamless steel tube with a sharp cutting edge is pushed hydraulically into the soil to obtain a relatively undisturbed sample. In the split-barrel sampling procedure, a standard 2-inch outside diameter split-barrel sampling spoon is driven into the ground by a 140-pound automatic hammer falling a distance of 30 inches. The number of blows required to advance the sampling spoon the last 12 inches of a normal 18-inch penetration is recorded as the Standard Penetration Test (SPT) resistance value. The SPT resistance values, also referred to as N-values, are indicated on the boring logs at the test depths. Rock core samples were collected in each boring using N-series rock coring techniques.

The samples were tagged for identification, sealed to reduce moisture loss, and taken to our laboratory for further examination, testing, and classification. The drill crew backfilled the borings with auger cuttings after completion of drilling/sampling and prior to leaving the site.

The drill crew prepared a field log of each boring to record data including visual classifications of the materials encountered during drilling as well as the driller's interpretation of the subsurface conditions between samples. The final boring logs included with this report represent the engineer's interpretation of the subsurface conditions at the borings based on field and laboratory data and observation of the samples.

Laboratory Testing

Representative soil samples were tested in the laboratory to measure their natural water content, dry unit weight, and Atterberg limits. Unconfined compressive strength of rock core was also evaluated. The test results are provided on the boring logs included in **Exploration Results**.

The soil samples were classified in the laboratory based on visual observation, texture, plasticity, and the laboratory testing described above. The soil descriptions presented on the boring logs are in accordance with the enclosed General Notes and Unified Soil Classification System (USCS). The estimated USCS group symbols for native soils are shown on the boring logs, and a brief description of the USCS is included in this report.

Geotechnical Engineering Report

Haines Road Bridge Replacement ■ Jackson County, Missouri
November 18, 2021 ■ Terracon Project No. 02205324



The bedrock materials encountered in the borings were described in accordance with the appended Description of Rock Properties on the basis of drilling characteristics and visual classification of disturbed auger cuttings and rock core. Petrographic analysis may indicate other rock types.

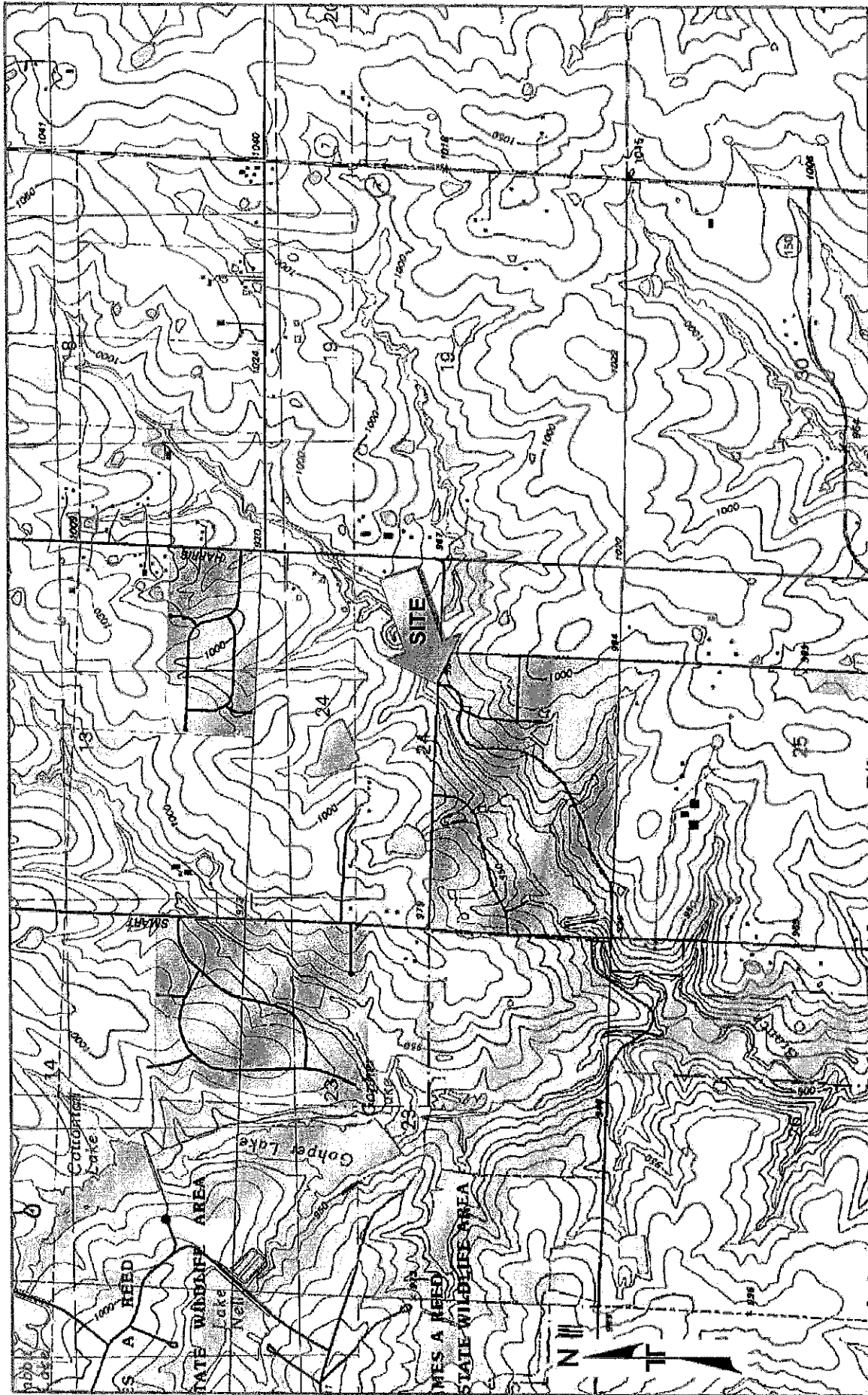
SITE LOCATION AND EXPLORATION PLANS

Contents:

Site Location Plan
Exploration Plan

Note: All attachments are one page unless noted above.

SITE LOCATION
Haines Road Bridge Replacement ■ Jackson County, MO
September 21, 2021 ■ Terracon Project No. 02205324



TOPOGRAPHIC MAP IMAGE COURTESY OF THE U.S. GEOLOGICAL SURVEY
QUADRANGLES INCLUDE: LAKE JACOMO, MO (11/1956) and PLEASANT HILL, MO
(11/1990).

DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT
INTENDED FOR CONSTRUCTION PURPOSES

EXPLORATION PLAN
Haines Road Bridge Replacement ■ Jackson County, MO
September 21, 2021 ■ Terracon Project No. 02205324

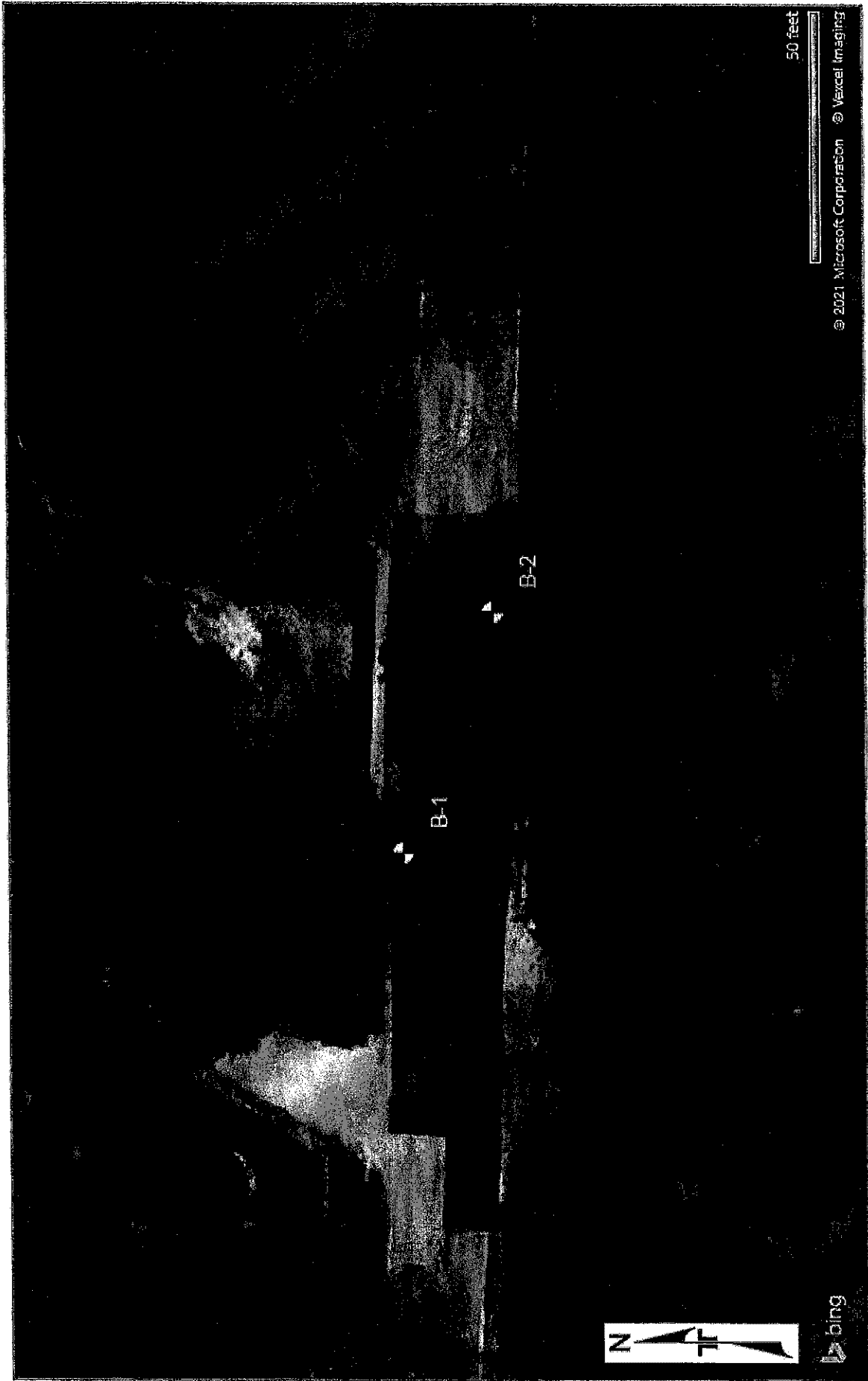


DIAGRAM IS FOR GENERAL LOCATION ONLY, AND IS NOT
INTENDED FOR CONSTRUCTION PURPOSES

EXPLORATION RESULTS

Contents:

Boring Logs (B-1 and B-2)
Rock Core Photographs

Note: All attachments are one page unless noted above.

BORING LOG NO. B-1

PROJECT: Haines Road Bridge Replacement

CLIENT: Wilson & Company Inc Engineers & Architects
Kansas City, Missouri

SITE: Haines Road and Timber Lake Trail
Lee's Summit, Missouri

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT. GEO SMART LOG-NO WELL_02205324 HAINES ROAD BRIDG.GPJ TERRACON_DATA\TEMPLATE.GDT 9/21/21

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 38.8717° Longitude: -94.2928° Approximate Surface Elev.: 944 (Ft.) +/- ELEVATION (Ft.)	DEPTH (Ft.)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	UNCONFINED COMPRESSIVE STRENGTH (psi)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS LL-PL-PI
	0.3	4" ASPHALT	943.5+/-								
1		LEAN CLAY (CL) , dark brown, stiff				12	2-6-8 N=14		18.9		46-22-24
	4.0		940+/-			6			17.1	106	
2		LIMESTONE , gray, completely to highly weathered moderately weathered below 6 feet with shale seams below 10 feet				57	REC: 95% RQD: 47%	5,950			
	15.0		929+/-			60	REC: 60% RQD: 27%	17,820			
		Boring Terminated at 15 Feet	15								

Stratification lines are approximate. In-situ, the transition may be gradual.
Classification estimated from disturbed or core samples. Petrographic analysis may reveal other rock types. Hammer Type: Automatic

<p>Advancement Method: 0-5 feet Power Auger 5-15 feet Rock Coring</p> <p>Abandonment Method: Boring backfilled with Auger Cuttings and/or Bentonite Surface Capped with Asphalt</p>	<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).</p> <p>See Supporting Information for explanation of symbols and abbreviations.</p> <p>Elevations were interpolated from a topographic site plan.</p>	<p>Notes:</p>
<p style="text-align: center;">WATER LEVEL OBSERVATIONS</p> <p style="text-align: center;"><i>Groundwater not observed prior to the introduction of drill fluid</i></p>		
<p style="font-size: small;">15620 W 113th St Lenexa, KS</p>		<p>Boring Started: 09-07-2021 Boring Completed: 09-07-2021</p> <p>Drill Rig: 556 CME 550X Driller: SF</p> <p>Project No.: 02205324</p>

BORING LOG NO. B-2

PROJECT: Haines Road Bridge Replacement

CLIENT: Wilson & Company Inc Engineers & Architects
Kansas City, Missouri

SITE: Haines Road and Timber Lake Trail
Lee's Summit, Missouri

THIS BORING LOG IS NOT VALID IF SEPARATED FROM ORIGINAL REPORT: GEO SMART LOG-NO WELL_02205324_HAINES ROAD BRIDG.GPJ_TERRACON_DATATEMPLATE.GDT_9/21/21

MODEL LAYER	GRAPHIC LOG	LOCATION See Exploration Plan Latitude: 38.8717° Longitude: -94.2927° Approximate Surface Elev.: 943 (Fl.) +/- ELEVATION (Fl.)	DEPTH (FL)	WATER LEVEL OBSERVATIONS	SAMPLE TYPE	RECOVERY (In.)	FIELD TEST RESULTS	UNCONFINED COMPRESSIVE STRENGTH (psi)	WATER CONTENT (%)	DRY UNIT WEIGHT (pcf)	ATTERBERG LIMITS LL-PL-PI
	0.4	5" ASPHALT	942.5+/-								
1		LEAN CLAY (CL) , gravelly, dark brown, stiff				7	2-50/1"		21.3		
	3.0	LIMESTONE , gray, completely to highly weathered moderately weathered with shale seams below 4.5 feet	940+/-			0	50/0"				
2						17	REC: 94% RQD: 0%	15,230			
						60	REC: 100% RQD: 75%				
						42	REC: 100% RQD: 88%	8,970			
	13.0	Boring Terminated at 13 Feet	930+/-								

Stratification lines are approximate. In-situ, the transition may be gradual. Classification estimated from disturbed or core samples. Petrographic analysis may reveal other rock types. Hammer Type: Automatic

<p>Advancement Method: 0-5 feet Power Auger 5-13 feet Rock Coring</p>	<p>See Exploration and Testing Procedures for a description of field and laboratory procedures used and additional data (if any).</p>	<p>Notes:</p>
<p>Abandonment Method: Boring backfilled with Auger Cuttings and/or Bentonite Surface Capped with Asphalt</p>	<p>See Supporting Information for explanation of symbols and abbreviations.</p> <p>Elevations were interpolated from a topographic site plan.</p>	
<p>WATER LEVEL OBSERVATIONS</p> <p style="font-style: italic;">Groundwater not observed prior to the introduction of drill fluid</p>	<p>15620 W 113th St Lenexa, KS</p>	<p>Boring Started: 09-07-2021 Boring Completed: 09-07-2021</p> <p>Drill Rig: 556 CME 550X Driller: SF</p> <p>Project No.: 02205324</p>

ROCK CORE PHOTO LOG

Haines Road Bridge Replacement ■ SE of Lee's Summit, Missouri
September 21, 2021 ■ Terracon Project No. 02205324



Photo #1: Boring B-1: Run 1 (5' to 10') & Run 2 (10' to 15')

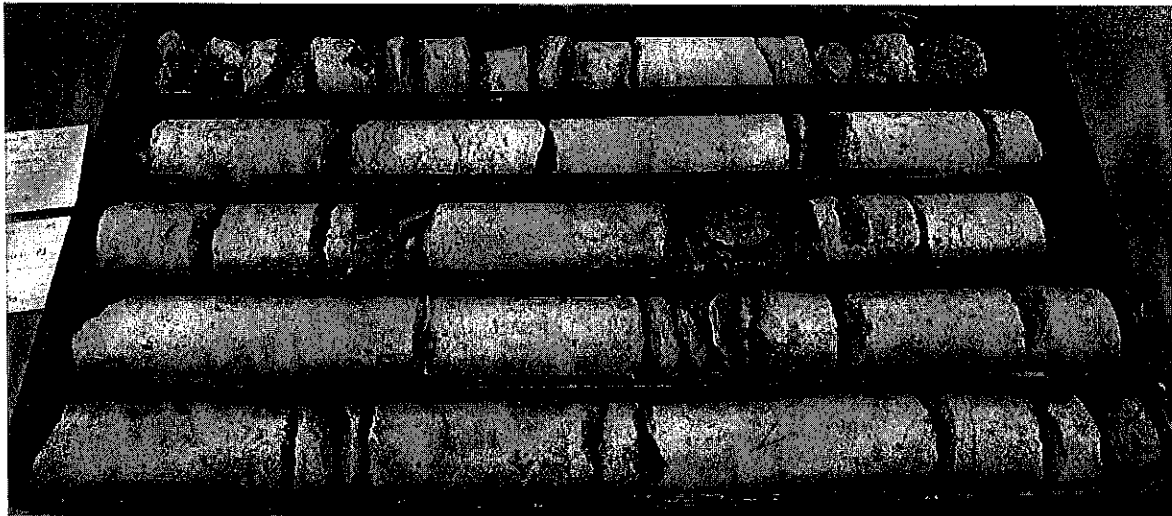


Photo #2: Boring B-2: Run 1 (3' to 4.5') & Run 2 (4.5' to 9.5') & Run 3 (9.5' to 13')

Responsive ■ Resourceful ■ Reliable

SUPPORTING INFORMATION








Contents:

General Notes
Unified Soil Classification System
Description of Rock Properties

Note: All attachments are one page unless noted above.

GENERAL NOTES
DESCRIPTION OF SYMBOLS AND ABBREVIATIONS
 Haines Road Bridge Replacement ■ , Missouri
 Terracon Project No. 02205324



SAMPLING	WATER LEVEL	FIELD TESTS
 Rock Core  Shelby Tube  Split Spoon	 Water Initially Encountered  Water Level After a Specified Period of Time  Water Level After a Specified Period of Time  Cave In Encountered <p>Water levels indicated on the soil boring logs are the levels measured in the borehole at the times indicated. Groundwater level variations will occur over time. In low permeability soils, accurate determination of groundwater levels is not possible with short term water level observations.</p>	(N) Standard Penetration Test Resistance (Blows/Ft.) (HP) Hand Penetrometer (T) Torvane (DCP) Dynamic Cone Penetrometer (UC) Unconfined Compressive Strength (PID) Photo-Ionization Detector (OVA) Organic Vapor Analyzer

DESCRIPTIVE SOIL CLASSIFICATION

Soil classification as noted on the soil boring logs is based Unified Soil Classification System. Where sufficient laboratory data exist to classify the soils consistent with ASTM D2487 "Classification of Soils for Engineering Purposes" this procedure is used. ASTM D2488 "Description and Identification of Soils (Visual-Manual Procedure)" is also used to classify the soils, particularly where insufficient laboratory data exist to classify the soils in accordance with ASTM D2487. In addition to USCS classification, coarse grained soils are classified on the basis of their in-place relative density, and fine-grained soils are classified on the basis of their consistency. See "Strength Terms" table below for details. The ASTM standards noted above are for reference to methodology in general. In some cases, variations to methods are applied as a result of local practice or professional judgment.

LOCATION AND ELEVATION NOTES

Exploration point locations as shown on the Exploration Plan and as noted on the soil boring logs in the form of Latitude and Longitude are approximate. See Exploration and Testing Procedures in the report for the methods used to locate the exploration points for this project. Surface elevation data annotated with +/- indicates that no actual topographical survey was conducted to confirm the surface elevation. Instead, the surface elevation was approximately determined from topographic maps of the area.

STRENGTH TERMS

RELATIVE DENSITY OF COARSE-GRAINED SOILS (More than 50% retained on No. 200 sieve.) Density determined by Standard Penetration Resistance		CONSISTENCY OF FINE-GRAINED SOILS (50% or more passing the No. 200 sieve.) Consistency determined by laboratory shear strength testing, field visual-manual procedures or standard penetration resistance		
Descriptive Term (Density)	Standard Penetration or N-Value Blows/Ft.	Descriptive Term (Consistency)	Unconfined Compressive Strength Qu, (psf)	Standard Penetration or N-Value Blows/Ft.
Very Loose	0 - 3	Very Soft	less than 500	0 - 1
Loose	4 - 9	Soft	500 to 1,000	2 - 4
Medium Dense	10 - 29	Medium Stiff	1,000 to 2,000	4 - 8
Dense	30 - 50	Stiff	2,000 to 4,000	8 - 15
Very Dense	> 50	Very Stiff	4,000 to 8,000	15 - 30
		Hard	> 8,000	> 30

RELEVANCE OF SOIL BORING LOG

The soil boring logs contained within this document are intended for application to the project as described in this document. Use of these soil boring logs for any other purpose may not be appropriate.

Criteria for Assigning Group Symbols and Group Names Using Laboratory Tests ^A				Soil Classification		
				Group Symbol	Group Name ^B	
Coarse-Grained Soils: More than 50% retained on No. 200 sieve	Gravels: More than 50% of coarse fraction retained on No. 4 sieve	Clean Gravels: Less than 5% fines ^C	$Cu \geq 4$ and $1 \leq Cc \leq 3$ ^E	GW	Well-graded gravel ^F	
		Gravels with Fines: More than 12% fines ^C	$Cu < 4$ and/or $[Cc < 1$ or $Cc > 3.0]$ ^E	GP	Poorly graded gravel ^F	
			Fines classify as ML or MH	GM	Silty gravel ^{F, G, H}	
		Sands: 50% or more of coarse fraction passes No. 4 sieve	Clean Sands: Less than 5% fines ^D	$Cu \geq 6$ and $1 \leq Cc \leq 3$ ^E	SW	Well-graded sand ^I
	$Cu < 6$ and/or $[Cc < 1$ or $Cc > 3.0]$ ^E			SP	Poorly graded sand ^I	
	Sands with Fines: More than 12% fines ^D		Fines classify as ML or MH	SM	Silty sand ^{G, H, I}	
			Fines classify as CL or CH	SC	Clayey sand ^{G, H, I}	
	Fine-Grained Soils: 50% or more passes the No. 200 sieve	Silts and Clays: Liquid limit less than 50	Inorganic:	$PI > 7$ and plots on or above "A" line	CL	Lean clay ^{K, L, M}
$PI < 4$ or plots below "A" line ^J				ML	Silt ^{K, L, M}	
Organic:			Liquid limit - oven dried	< 0.75	OL	Organic clay ^{K, L, M, N}
			Liquid limit - not dried			Organic silt ^{K, L, M, O}
Silts and Clays: Liquid limit 50 or more		Inorganic:	PI plots on or above "A" line	CH	Fat clay ^{K, L, M}	
			PI plots below "A" line	MH	Elastic Silt ^{K, L, M}	
		Organic:	Liquid limit - oven dried	< 0.75	OH	Organic clay ^{K, L, M, P}
			Liquid limit - not dried			Organic silt ^{K, L, M, Q}
Highly organic soils:	Primarily organic matter, dark in color, and organic odor			PT	Peat	

^A Based on the material passing the 3-inch (75-mm) sieve.

^B If field sample contained cobbles or boulders, or both, add "with cobbles or boulders, or both" to group name.

^C Gravels with 5 to 12% fines require dual symbols: GW-GM well-graded gravel with silt, GW-GC well-graded gravel with clay, GP-GM poorly graded gravel with silt, GP-GC poorly graded gravel with clay.

^D Sands with 5 to 12% fines require dual symbols: SW-SM well-graded sand with silt, SW-SC well-graded sand with clay, SP-SM poorly graded sand with silt, SP-SC poorly graded sand with clay.

$$Cu = D_{60}/D_{10} \quad Cc = \frac{(D_{30})^2}{D_{10} \times D_{60}}$$

^F If soil contains $\geq 15\%$ sand, add "with sand" to group name.

^G If fines classify as CL-ML, use dual symbol GC-GM, or SC-SM.

^H If fines are organic, add "with organic fines" to group name.

^I If soil contains $\geq 15\%$ gravel, add "with gravel" to group name.

^J If Atterberg limits plot in shaded area, soil is a CL-ML, silty clay.

^K If soil contains 15 to 29% plus No. 200, add "with sand" or "with gravel," whichever is predominant.

^L If soil contains $\geq 30\%$ plus No. 200 predominantly sand, add "sandy" to group name.

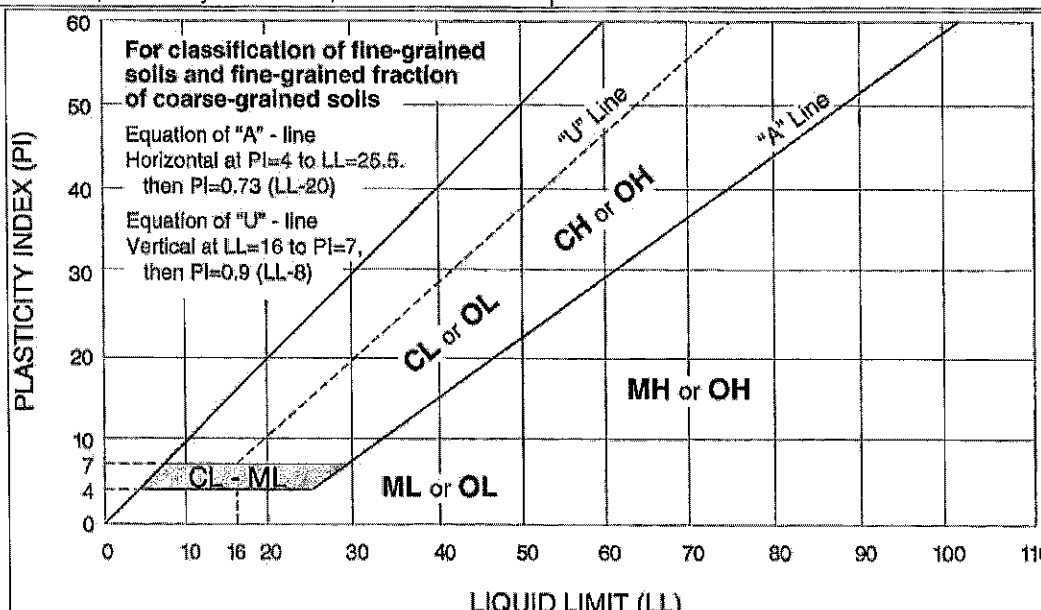
^M If soil contains $\geq 30\%$ plus No. 200, predominantly gravel, add "gravelly" to group name.

^N $PI \geq 4$ and plots on or above "A" line.

^O $PI < 4$ or plots below "A" line.

^P PI plots on or above "A" line.

^Q PI plots below "A" line.



DESCRIPTION OF ROCK PROPERTIES

WEATHERING	
Term	Description
Unweathered	No visible sign of rock material weathering, perhaps slight discoloration on major discontinuity surfaces.
Slightly weathered	Discoloration indicates weathering of rock material and discontinuity surfaces. All the rock material may be discolored by weathering and may be somewhat weaker externally than in its fresh condition.
Moderately weathered	Less than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a continuous framework or as corestones.
Highly weathered	More than half of the rock material is decomposed and/or disintegrated to a soil. Fresh or discolored rock is present either as a discontinuous framework or as corestones.
Completely weathered	All rock material is decomposed and/or disintegrated to soil. The original mass structure is still largely intact.
Residual soil	All rock material is converted to soil. The mass structure and material fabric are destroyed. There is a large change in volume, but the soil has not been significantly transported.

STRENGTH OR HARDNESS		
Description	Field Identification	Uniaxial Compressive Strength, psi (MPa)
Extremely weak	Indented by thumbnail	40-150 (0.3-1)
Very weak	Crumbles under firm blows with point of geological hammer, can be peeled by a pocket knife	150-700 (1-5)
Weak rock	Can be peeled by a pocket knife with difficulty, shallow indentations made by firm blow with point of geological hammer	700-4,000 (5-30)
Medium strong	Cannot be scraped or peeled with a pocket knife, specimen can be fractured with single firm blow of geological hammer	4,000-7,000 (30-50)
Strong rock	Specimen requires more than one blow of geological hammer to fracture it	7,000-15,000 (50-100)
Very strong	Specimen requires many blows of geological hammer to fracture it	15,000-36,000 (100-250)
Extremely strong	Specimen can only be chipped with geological hammer	>36,000 (>250)

DISCONTINUITY DESCRIPTION			
Fracture Spacing (Joints, Faults, Other Fractures)		Bedding Spacing (May Include Foliation or Banding)	
Description	Spacing	Description	Spacing
Extremely close	< ¼ in (<19 mm)	Laminated	< ½ in (<12 mm)
Very close	¼ in – 2-1/2 in (19 - 60 mm)	Very thin	½ in – 2 in (12 – 50 mm)
Close	2-1/2 in – 8 in (60 – 200 mm)	Thin	2 in – 1 ft. (50 – 300 mm)
Moderate	8 in – 2 ft. (200 – 600 mm)	Medium	1 ft. – 3 ft. (300 – 900 mm)
Wide	2 ft. – 6 ft. (600 mm – 2.0 m)	Thick	3 ft. – 10 ft. (900 mm – 3 m)
Very Wide	6 ft. – 20 ft. (2.0 – 6 m)	Massive	> 10 ft. (3 m)

Discontinuity Orientation (Angle): Measure the angle of discontinuity relative to a plane perpendicular to the longitudinal axis of the core. (For most cases, the core axis is vertical; therefore, the plane perpendicular to the core axis is horizontal.) For example, a horizontal bedding plane would have a 0-degree angle.

ROCK QUALITY DESIGNATION (RQD) ¹	
Description	RQD Value (%)
Very Poor	0 - 25
Poor	25 - 50
Fair	50 - 75
Good	75 - 90
Excellent	90 - 100

1. The combined length of all sound and intact core segments equal to or greater than 4 inches in length, expressed as a percentage of the total core run length.

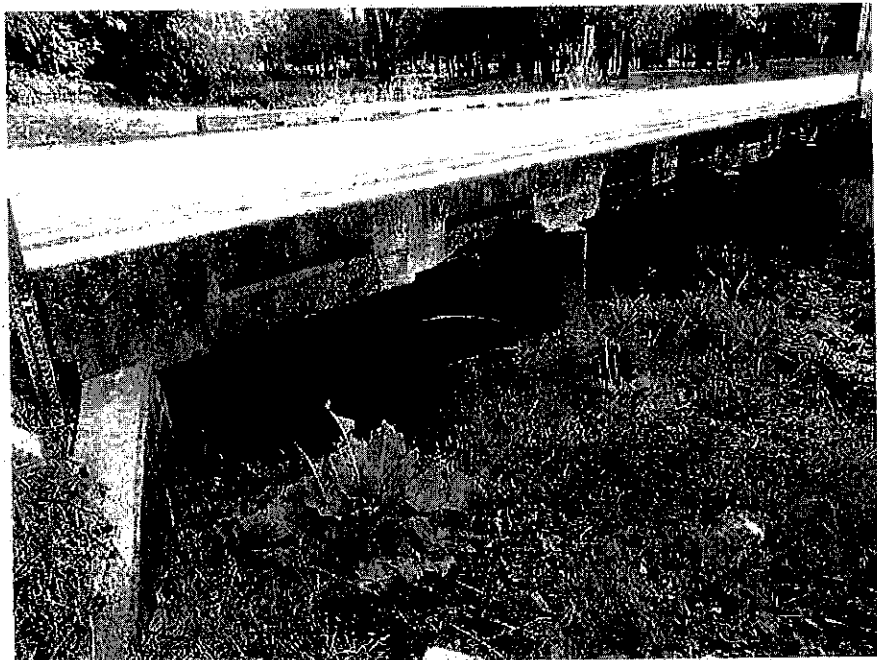
Reference: U.S. Department of Transportation, Federal Highway Administration, Publication No FHWA-NHI-10-034, December 2009
Technical Manual for Design and Construction of Road Tunnels – Civil Elements

Asbestos and Lead Paint Survey

Bridge – Haines Road and Timber Lake Trail
Jackson County, Missouri

November 2, 2021

Terracon Project No. 02217425



Prepared for:
Wilson & Company Inc.
Kansas City, Missouri

Prepared by:
Terracon Consultants, Inc.
Lenexa, KS

terracon.com

Terracon

Environmental



Facilities



Geotechnical



Materials

November 2, 2021



Wilson & Company Inc. Engineers and Architects
800 East 101st Terrace Suite 200
Kansas City, Missouri 64131

Attn: Nicholas Thomas, Vice President
P: (816) 701-3146
nicholas.thomas@wilsonco.com

Re: Asbestos and Lead Paint Survey
Bridge – Haines Road and Timber Lake Trail
Jackson County, Missouri
Terracon Project No: 02217425

Dear Mr. Thomas:

Terracon Consultants, Inc. (Terracon) is pleased to submit the attached asbestos and lead paint survey report for the above referenced site to Wilson & Company Inc. This survey was conducted on October 14, 2021 in general accordance with Terracon's Supplemental Agreement for Services Reference No. P02205324 dated August 27, 2021.

Asbestos was not identified in samples collected from bridge components.

Based on results of the paint testing, Lead Based Paint (LBP) as defined by the United States Environmental Protection Agency (USEPA) and the State of Missouri was not identified on bridge surfaces tested.

Please refer to attached report for detailed information.

Terracon appreciates the opportunity to provide this service to Wilson & Company Inc. If you have any questions regarding this report, please contact the undersigned at 913-492-7777.

Sincerely,
Terracon Consultants, Inc.

Tim Easley

Timothy Easley
Environmental Technician

Clark Grisell

Clark Grisell
Environmental Department Manager

Terracon Consultants, Inc. 15620 W. 113th St. Lenexa, KS 66219
P 913-492-7777 F 913-492-7443 terracon.com

Environmental



Facilities



Geotechnical



Materials

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- APPENDIX A ASBESTOS SURVEY SAMPLE LOCATION SUMMARY**
- APPENDIX B ASBESTOS LABORATORY ANALYTICAL RESULTS**
- APPENDIX C PHOTO LOG**
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- APPENDIX E CERTIFICATIONS/LICENSES**

ASBESTOS AND LEAD PAINT SURVEY

Bridge – Haines Road and Timber Lake Trail

Jackson County, Missouri

Terracon Project No. 02217425
November 2, 2021

1.0 INTRODUCTION

Terracon Consultants Inc. (Terracon) conducted an asbestos and lead paint survey of the Roadway Bridge located on Haines Road near the intersection of Timber Lake Trail in Jackson County, Missouri. The survey was conducted on October 14, 2021 by a State of Missouri accredited asbestos inspector, and a State of Missouri certified Lead Inspector in general accordance with Terracon's Supplemental Agreement for Services Reference No. P02205324 dated August 27, 2021. This inspection was conducted due to the planned replacement of the bridge. Areas were visually assessed for asbestos-containing materials (ACM) and lead-based paint (LBP). Reasonable effort was made to survey accessible areas. Additional suspect materials could be in voids or in other concealed areas.

2.0 BUILDING DESCRIPTION

This is a concrete bridge structure on Haines Road near the intersection of Timber Lake Trail in Jackson County, Missouri. The bridge deck, substructures and abutments are all constructed of reinforced concrete. The road bed is asphalt.

3.0 ASBESTOS-CONTAINING MATERIAL SURVEY

The survey was conducted by Timothy Easley, an AHERA-accredited asbestos inspector. The asbestos inspector's certification is attached in Appendix E. The survey was conducted in general accordance with the sample collection protocols established in U.S. Environmental Protection Agency (EPA) 40 CFR Part 763 Subpart E 763.86, known as the AHERA. A summary of survey activities is provided below.

3.1 Visual Assessment

Survey activities were initiated with visual observation of the bridge to identify homogeneous areas of suspect ACM. A homogeneous area (HA) consists of materials that appear similar throughout in terms of color and texture with consideration given to the date of application. The assessment was conducted in visually accessible areas of the bridge.

3.2 Physical Assessment

A physical assessment of each homogeneous area (HA) of suspect ACM was conducted to assess the friability and condition of the materials. A friable material is defined by the EPA as a material which can be crumbled, pulverized or reduced to powder by hand pressure when dry. Friability was assessed by physically touching suspect materials.

3.3 Sample Collection

Based on results of the visual observation, bulk samples of suspect ACM were collected in general accordance with EPA AHERA sampling protocols. Samples of suspect materials were collected from randomly selected locations in each homogeneous area. Samples were placed in sealable containers and labeled with unique sample numbers using an indelible marker.

The selection of sample locations and frequency of sampling were based on Terracon's observations and the assumption that like materials in the same area are homogeneous in content.

3.4 Sample Analysis

Bulk samples were submitted under chain of custody to International Asbestos Testing Laboratories (IATL) of Mount Laurel, New Jersey for analysis by Polarized Light Microscopy (PLM) with dispersion staining techniques per USEPA methodology 600/R-93/116. The percentage of asbestos, where applicable, was determined by microscopic visual estimation. IATL is accredited under the National Voluntary Laboratory Accreditation Program (NVLAP) Accreditation No. 101165.

3.5 Regulatory Overview

The Missouri Department of Natural Resources, (MDNR) Air Pollution Control Program, enforces the Asbestos NESHAP as adopted by reference at 10 CSR 10-6.080. The owner or operator must provide MDNR with written notification at least 10 working days prior to the commencement of asbestos abatement activities that will disturb RACM in amounts greater than or equal to 160 square feet, 260 linear feet or 35 cubic feet.

The asbestos NESHAP (40 CFR Part 61, Subpart M) regulates asbestos fiber emissions and asbestos waste disposal practices. The asbestos NESHAP regulation also requires the identification and classification of existing ACM according to friability prior to demolition or renovation activity. Friable ACM is a material containing more than 1% asbestos that, when dry, can be crumbled, pulverized or reduced to powder by hand pressure. All friable ACM is considered regulated asbestos containing material (RACM).

Asbestos and Lead Paint Survey

Bridge – Haines Road and Timber Lake Trail ■ Jackson County, Missouri
November 2, 2021 ■ Terracon Project No. 02217425



The asbestos NESHAP regulation classifies ACM as either RACM, Category I non-friable ACM or Category II non-friable ACM. RACM includes all friable ACM, along with Category I and Category II non-friable ACM that has become friable, will be or has been subjected to sanding, grinding, cutting or abrading, or ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder during renovation or demolition activity. Category I non-friable ACM are exclusively asbestos-containing packings, gaskets, resilient floor coverings, resilient floor covering mastics and asphalt roofing products that contain more than 1% asbestos. Category II non-friable ACM are all other non-friable materials other than Category I non-friable ACM that contain more than 1% asbestos. Category II non-friable ACM generally includes but is not limited to cementitious material such as: cement pipes, cement siding, cement panels, glazing, mortar and grouts.

The United States Occupational Safety and Health Administration (USOSHA) asbestos standard for construction (29 CFR 1926.1101) regulates workplace exposure to asbestos. The USOSHA standard requires that employee exposure to airborne asbestos must not exceed 0.1 fibers per cubic centimeter of air (0.1 f/cc) as an eight-hour time weighted average (TWA) and not exceed 1.0 fibers per cubic centimeter of air (1.0 f/cc) over a 30-minute period known as an excursion limit (EL). The TWA and EL are known as USOSHA's asbestos permissible exposure limits (PELs). The USOSHA standard classifies construction and maintenance activities which could disturb ACM and specifies work practices and precautions which employers must follow when engaging in each class of regulated work.

3.6 Findings

Asbestos containing materials were not identified in the samples collected and analyzed. See Appendix A for an Asbestos Survey Sample Location Summary and Appendix B for the Asbestos Laboratory Analytical Data Report.

4.0 LEAD-BASED PAINT SURVEY

Timothy Easley, a State of Missouri certified Lead Inspector, conducted lead-based paint (LBP) testing using an Innov-X systems, Alpha series X-Ray Fluorescence instrument to determine if surface coatings contain lead. The inspector's certificate is included in Appendix E.

4.1 Visual Assessment

The lead-based paint inspection began by visually surveying accessible bridge components. This is concrete bridge with painted surfaces on abutments and substructures.

Asbestos and Lead Paint Survey

Bridge – Haines Road and Timber Lake Trail ■ Jackson County, Missouri
November 2, 2021 ■ Terracon Project No. 02217425

Terracon

4.2 Sample Collection

A total of 16 XRF readings were taken from various bridge surfaces. XRF readings are measured in milligrams per square centimeter (mg/cm^2). Lead survey sample results are presented in Appendix D.

4.3 Sample Analysis

An Innov-X Systems Alpha Series X-Ray Fluorescence Spectrometer analyzed the surface coating for lead content. The instrument was used in accordance with guidelines detailed in the manufacturer's Standard Operating Procedures. Calibration checks were performed prior to and after sampling, using protocols provided by the instrument manufacturer.

4.4 Lead Paint Regulatory Overview

The USOSHA 29 CFR 1926.62 has established permissible limits for airborne lead concentrations in the workplace. Owners or employers conducting renovation or demolition activities which may disturb building materials containing lead (in any concentration) are required to protect their employees from airborne lead exposures exceeding the USOSHA permissible exposure limit (PEL).

USOSHA has established an "Action Level" for lead concentrations "in air" of 30 micrograms per cubic meter of air ($\mu\text{g}/\text{m}^3$) and a "Permissible Exposure Limit" for lead concentrations "in air" of 50 $\mu\text{g}/\text{m}^3$. Currently USOSHA has no established limits for lead content in bulk paint (non-airborne). Their interpretation on this issue is that any amount of lead may cause airborne concentrations above the established limits.

4.5 Findings

Lead based paint (LBP) is defined by the USEPA and the State of Missouri as any paint or surface coating that contains 1.0 mg/cm^2 or greater of lead.

Based on results of the paint testing, Lead Based Paint (LBP) was not identified on bridge surfaces.

Refer to Lead Paint XRF Data in Appendix D for a complete list of surfaces tested.

The USOSHA hazard communication requirement states that when hazardous materials (lead, asbestos, etc.) are present, employers who have employees that may disturb the hazardous materials, employers must inform their employees of the presence of such materials.

5.0 GENERAL COMMENTS

Terracon did not perform sampling which required demolition or destructive activities such as knocking holes in walls, dismantling of equipment or removal of protective coverings. Reasonable efforts to access suspect materials within known areas of restricted access (e.g., crawl spaces) were made; however, confined spaces or areas which may pose a health or safety risk to Terracon personnel were not sampled.

This survey was conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. The results, findings, conclusions and recommendations expressed in this report are based on conditions observed during Terracon's survey of the building. The information contained in this report is relevant to the date on which this survey was performed and should not be relied upon to represent conditions at a later date. This report has been prepared on behalf of and exclusively for use by Wilson & Company Inc. is not a bidding document. Contractors or consultants reviewing this report must draw their own conclusions regarding further investigation or remediation deemed necessary. Terracon does not warrant the work of regulatory agencies, laboratories or other third parties supplying information that may have been used in the preparation of this report. No warranty, express or implied is made.

Asbestos and Lead Paint Survey

Bridge – Haines Road and Timber Lake Trail ■ Jackson County, Missouri
November 2, 2021 ■ Terracon Project No. 02217425



Appendix A
Bridge – Haines Road and Timber Lake Trail
Jackson County, Missouri

ASBESTOS SURVEY SAMPLE LOCATION SUMMARY

HA No.	Material Description	Sample Number	Sample Location	Lab Results
01	Concrete	01-MA5-01	Bridge Deck - SW	None Detected
		01-MA5-02	Bridge Deck - SE	None Detected
		01-MA5-03	Bridge Deck - North Stringer West End	None Detected
02	Tar Coating	02-SC2-04	North Stringer West End	None Detected
		02-SC2-05	NW Abutment - Wing Wall	None Detected
		02-SC2-06	NW Abutment - Wing Wall	None Detected
03	Asphalt	03-MS5-07	Road Bed - NW Corner	None Detected
		03-MS5-08	Road Bed - SW Corner	None Detected
		03-MS5-09	Road Bed - SE Corner	None Detected

APPENDIX B

ASBESTOS LABORATORY ANALYTICAL RESULTS

CERTIFICATE OF ANALYSIS

Client: Terracon
15620 W 113th Street
Lenexa KS 66219

Report Date: 10/20/2021
Report No.: 646125 - PLM
Project: Haines Road Bridge
Project No.: 0221425

Client: TER436

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7304700
Client No.: 01-MA5-01

Analyst Observation: Grey Concrete
Client Description: Concrete

Location: Bridge Deck - SW
Facility:

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
None Detected

Percent Non-Fibrous Material:
100

Lab No.: 7304701
Client No.: 01-MA5-02

Analyst Observation: Grey/Lt Tan Concrete
Client Description: Concrete

Location: Bridge Deck - SE
Facility:

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
None Detected

Percent Non-Fibrous Material:
100

Lab No.: 7304702
Client No.: 01-MA5-03

Analyst Observation: Grey Concrete
Client Description: Concrete

Location: Bridge Deck - North Stringer
West End
Facility:

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
None Detected

Percent Non-Fibrous Material:
100

Lab No.: 7304703
Client No.: 02-SC2-04

Analyst Observation: Black Tar
Client Description: Tar

Location: North Stringer West End
Facility:

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
1 Cellulose

Percent Non-Fibrous Material:
99

Lab No.: 7304704
Client No.: 02-SC2-05

Analyst Observation: Black Tar
Client Description: Tar

Location: NW Abutment - Wing Wall
Facility:

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
1 Cellulose

Percent Non-Fibrous Material:
99

Lab No.: 7304705
Client No.: 02-SC2-06

Analyst Observation: Black Tar
Client Description: Tar

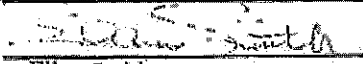
Location: NW Abutment - Wing Wall
Facility:


Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
1 Cellulose

Percent Non-Fibrous Material:
99

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 10/18/2021
Date Analyzed: 10/20/2021
Signature: 
Analyst: Ellen Smith

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: Terracon
15620 W 113th Street
Lenexa KS 66219

Report Date: 10/20/2021
Report No.: 646125 - PLM
Project: Haines Road Bridge
Project No.: 0221425

Client: TER436

PLM BULK SAMPLE ANALYSIS SUMMARY

Lab No.: 7304706
Client No.: 03-MS5-07

Analyst Observation: Black Asphalt
Client Description: Asphalt

Location: Rad Bed - NW Corner
Facility:

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
None Detected

Percent Non-Fibrous Material:
100

Lab No.: 7304707
Client No.: 03-MS5-08

Analyst Observation: Black Asphalt
Client Description: Asphalt

Location: Rad Bed - SW Corner
Facility:

Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
None Detected

Percent Non-Fibrous Material:
100

Lab No.: 7304708
Client No.: 03-MS5-09

Analyst Observation: Black Asphalt
Client Description: Asphalt

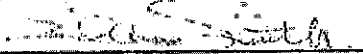
Location: Rad Bed - SE Corner
Facility:


Percent Asbestos:
None Detected

Percent Non-Asbestos Fibrous Material:
None Detected

Percent Non-Fibrous Material:
100

Please refer to the Appendix of this report for further information regarding your analysis.

Date Received: 10/18/2021
Date Analyzed: 10/20/2021
Signature: 
Analyst: Ellen Smith

Approved By: 
Frank E. Ehrenfeld, III
Laboratory Director

CERTIFICATE OF ANALYSIS

Client: Terracon
15620 W 113th Street
Lenexa KS 66219

Report Date: 10/20/2021
Report No.: 646125 - PLM
Project: Haines Road Bridge
Project No.: 0221425

Client: TER436

Appendix to Analytical Report

Customer Contact:

Method: 40 CFR Appendix E to Subpart E of Part 763, interim method for the Determination of Asbestos in Bulk Insulation Samples, USEPA 600, R93-116 and NYSDOH ELAP 198.1 as needed.

This appendix seeks to promote greater understanding of any observations, exceptions, special instructions, or circumstances that the laboratory needs to communicate to the client concerning the above samples. The information below is used to help promote your ability to make the most informed decisions for you and your customers. Please note the following points of contact for any questions you may have.

IATL Customer Service: customerservice@iatl.com
IATL Office Manager: wchampion@iatl.com
IATL Account Representative: Semih Kocahasan
Sample Login Notes: See Batch Sheet Attached
Sample Matrix: Bulk Building Materials
Exceptions Noted: See Following Pages

General Terms, Warrants, Limits, Qualifiers:

General information about IATL capabilities and client/laboratory relationships and responsibilities are spelled out in IATL policies that are listed at www.iatl.com and in our Quality Assurance Manual per ISO 17025 standard requirements. The information therein is a representation of IATL definitions and policies for turnaround times, sample submittal, collection media, blank definitions, quantification issues and limit of detection, analytical methods and procedures, sub-contracting policies, results reporting options, fees, terms, and discounts, confidentiality, sample archival and disposal, and data interpretation.

IATL warrants the test results to be of a precision normal for the type and methodology employed for each sample submitted. IATL disclaims any other warrants, expressed or implied, including warranty of fitness for a particular purpose and warranty of merchantability. IATL accepts no legal responsibility for the purpose for which the client uses test results. Any analytical work performed must be governed by our Standard Terms and Conditions. Prices, methods and detection limits may be changed without notification. Please contact your Customer Service Representative for the most current information.

This confidential report relates only to those item(s) tested and does not represent an endorsement by NIST-NVLAP, AIHA LAP LLC, or any agency of local, state or province governments nor of any agency of the U.S. government.

This report shall not be reproduced except in full, without written approval of the laboratory.

Information Pertinent to this Report:

Analysis by US EPA 600 93-116: Determination of Asbestos in Bulk Building Materials by Polarized Light Microscopy (PLM).

Certifications:

- NIST-NVLAP No. 101165-0
- NYSDOH-ELAP No. 11021
- AIHA-LAP, LLC No. 100188

Quantification at <0.25% by volume is possible with this method. (PC) Indicates Stratified Point Count Method performed. (PC-Trace) means that asbestos was detected but is not quantifiable under the Point Counting regimen. PC Trace represents a <0.25% amount. Analysis includes all distinct separable layers in accordance with EPA 600 Method. If not reported or otherwise noted, layer is either not present or the client has specifically requested that it not be analyzed (ex. analyze until positive instructions). Small asbestos fibers may be missed by PLM due to resolution limitations of the optical microscope. Therefore, PLM is not consistently reliable in detecting asbestos in non-friable organically bound (NOB) materials. Quantitative transmission electron microscopy (TEM) is currently the only method that can pronounce materials as non-asbestos containing.

Analytical Methodology Alternatives: Your initial request for analysis may not have accounted for recent advances in regulatory requirements or advances in technology that are routinely used in similar situations for other qualified projects. You may have the option to explore additional analysis for further information. Below are a few options, listed as the matrix followed by the appropriate methodology. Also included are links to more information on our website.

Bulk Building Materials that are Non-Friable Organically Bound (NOB) by Gravimetric Reduction techniques employing PLM and TEM: ELAP 198.6 (PLM-NOB), ELAP 198.4 (TEM-NOB) See additional information at the end of this appendix.

CERTIFICATE OF ANALYSIS

Client: Terracon
15620 W 113th Street
Lenexa KS 66219

Report Date: 10/20/2021
Report No.: 646125 - PLM
Project: Haines Road Bridge
Project No.: 0221425

Client: TER436

Loose Fill Vermiculite Insulation, Attic Insulation, Zonolite (copyright), etc.: US EPA 600 R-4/004 (multi-tiered analytical process)
Sprayed On Insulation/Fireproofing with Vermiculite (SOF-V): ELAP 198.8 (PLM-SOF-V)

Soil, sludge, sediment, aggregate, and like materials analyzed for asbestos or other elongated mineral particles (ex. erionite, etc.): ASTM D7521, CARB 435, and other options available

Asbestos in Surface Dust according to one of ASTM's Methods (very dependent on sampling collection technique – by TEM): ASTM D 5755, D5756, or D6480

Various other asbestos matrices (air, water, etc.) and analytical methods are available.

Disclaimers / Qualifiers:

There may be some samples in this project that have a "NOTE:" associated with a sample result. We use added disclaimers or qualifiers to inform the client about something that requires further explanation. Here is a list with highlighted disclaimers that may be pertinent to this project. For a full explanation of these and other disclaimers, please inquire at customerservice@iatl.com.

- 1) Note: No mastic provided for analysis.
- 2) Note: Insufficient mastic provided for analysis.
- 3) Note: Insufficient material provided for analysis.
- 4) Note: Insufficient sample provided for QC reanalysis.
- 5) Note: Different material than indicated on Sample Log / Description.
- 6) Note: Sample not submitted.
- 7) Note: Attached to asbestos containing material.
- 8) Note: Received wet.
- 9) Note: Possible surface contamination.
- 10) Note: Not building material. 1% threshold may not apply.
- 11) Note: Recommend TEM-NOB analysis as per EPA recommendations.
- 12) Note: Asbestos detected but not quantifiable.
- 13) Note: Multiple identical samples submitted, only one analyzed.
- 14) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.080%.
- 15) Note: Analyzed by EPA 600/R-93/116. Point Counting detection limit at 0.125%.
- 16) Note: This sample contains >10% vermiculite mineral. See Appendix for Recommendations for Vermiculite Analysis.

Recommendations for Vermiculite Analysis:

Several analytical protocols exist for the analysis of asbestos in vermiculite. These analytical approaches vary depending upon the nature of the vermiculite mineral being tested (e.g. un-processed gange, homogeneous exfoliated books of mica, or mixed mineral composites). Please contact your client representative for pricing and turnaround time options available.

IATL recommends initial testing using the EPA 600/R-93/116 method. This method is specifically designed for the analysis of asbestos in bulk building materials. It provides an acceptable starting point for primary screening of vermiculite for possible asbestos.

Results from this testing may be inconclusive. EPA suggests proceeding to a multi-tiered analysis involving wet separation techniques in conjunction with PLM and TEM gravimetric analysis (EPA 600/R-04/004).

For New York State customers, NYSDOH requires disclaimers and qualifiers for various vermiculite containing samples that direct analysis via ELAP198.6 and ELAP198.8 for samples that contain >10% vermiculite mineral where ELAP198.6 may be used to evaluate the asbestos content of the material. However, any test result using ELAP198.6 will be reported with the following disclaimer: "ELAP198.6 method does not remove vermiculite and may underestimate the level of asbestos present in a sample containing >10% vermiculite."

Further information on this method and other vermiculite and asbestos issues can be found at the following: Agency for Toxic Substances and Disease Registry (ATSDR) www.atsdr.cdc.gov, United States Geological Survey (USGS) www.minerals.usgs.gov/minerals/, US EPA www.epa.gov/asbestos. The USEPA also has an informative brochure "Current Best Practices for Vermiculite Attic Insulation" EPA 747F03001 May 2003, that may assist the health and remediation professional. NYS customers please follow current NYSDOH ELAP requirements per policy on subject of surfacing and vermiculite, May 6, 2016, Testing Requirements for Surfacing Material Containing Vermiculite (https://www.wadsworth.org/sites/default/files/WebDoc/1198_8_02_2.pdf)

The following is a summary of the analytical process outlines in the EPA 600/R-04/004 Method:

- 1) Analytical Step/Method: Initial Screening by PLM, EPA 600R-93/116
Requirements/Comments: Minimum of 0.1 g of sample. ~0.25% for most samples.

CERTIFICATE OF ANALYSIS

Client: Terracon
15620 W 113th Street
Lenexa KS 66219

Report Date: 10/20/2021
Report No.: 646125 - PLM
Project: Haines Road Bridge
Project No.: 0221425

Client: TER436

2) Analytical Step/Method: Wet Separation by PLM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Sinks" only.

3) Analytical Step/Method: Wet Separation by PLM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Floats" only.

4) Analytical Step/Method: Wet Separation by TEM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Sinks" only.

5) Analytical Step/Method: Wet Separation by TEM Gravimetric Technique, EPA R-04/004
Requirements/Comments: Minimum 50g** of dry sample. Analysis of "Suspension" only.
*With advance notice and confirmation by the laboratory.

**Approximately 1 Liter of sample in double-bagged container (~9x6 inch bag of sample).

New York State Department of Health requires that samples originating from NYS that they categorize as Non-friable Organically Bound materials can only be confirmed as None Detected for asbestos by method 198.4. See the table below for a list of those materials. (ENVIRONMENTAL LABORATORY APPROVAL PROGRAM CERTIFICATION MANUAL - ITEM No. 198.1, Revision Date 5/6/16)

*Asphalt Shingles, Caulking, Ceiling Tiles with Cellulose, Duct Wrap, Glazing, Mastic, Paint Chips, Resilient Floor Tiles, Rubberized Asbestos Gaskets, Siding Shingles, Vinyl Asbestos Tile, NOB materials (other than SM-V) with <10% vermiculite, Any material (Friable or NOB other than SM-V) with >10% vermiculite.

Statistically derived uncertainty with any measure should be taken into consideration when reviewing and interpreting all reported data and results. A more comprehensive listing of accuracy, precision, and uncertainty as it impacts this method is available upon request.

Chain of Custody

-Bulk Asbestos-

<u>Contact Information</u>	
Client Company: <u>Terracon Consultants</u>	Project Number: <u>02217425</u>
Office Address: <u>15620 W 113th St</u>	Project Name: <u>Haines Rd + Timberlake Trail, Jackson County, NC</u>
City, State, Zip: <u>Lenexa, KS</u>	Primary Contact: <u>Tim Easley</u>
Fax Number: _____	Office Phone: _____
Email Address: <u>tim.easley@terracon.com</u>	Cell Phone: <u>785-760-1658</u>

PLM Instructions:

PLM: Bulk Asbestos Building Materials EPA 600 R-93/116, 1993
 PLM: Bulk Asbestos Building Materials EPA 600 M-4/82-020, 1982
 PLM: Bulk Asbestos Building Materials NIOSH 9002, 1985
 PLM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.1, 2002
 PLM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.6, 2010
 TEM: Bulk Asbestos Building Materials NYSDOH-ELAP 198.4, 2009

PLM: Point Counting
 PC: via ELAP 198.1
 PC: 400 Points
 PC: 800 Points *
 PC: 1600 Points *

PLM: Instructions for Multi-Layered Samples
 Analyze and Report All Separable Layers per EPA 600
 Report Composite for Drywall Systems per NESHAP
 Report All Layers and Composite Where Applicable
 Only Analyze and Report Specifically Noted Layer

PLM: Analyze Until Positive (Positive Stop)
 AUP: by Homogenous Area as Noted
 AUP: by Material Type as Noted
 PLM: NOB via 198.6
 PLM: Friable via EPA 600 2.3
 If <1% by PLM, to TEM via 198.4 *
 If <1% by PLM, Hold for Instructions

PLM: Non-Building Material*** (Dust, Wipe, Tape)
 Soil or Vermiculite Analysis *
 CARB 435

Special Instructions: _____

* Additional charge and turnaround may be required ** Alternative Method (ex: EPA 600/R-04/004) may be recommended by Laboratory

Turnaround Time

Preliminary Results Requested Date: _____

Verbal Email Fax

Specific date / time

10 Day 5 Day 3 Day 2 Day 1 Day* 12 Hour** 6 Hour** Rush***

* End of next business day unless otherwise specified. ** Matrix Dependent. ***Please notify the lab before shipping***

Chain of Custody

Relinquished (Name/Organization): <u>Oct 2008</u>	Date: <u>10-15-21</u>	Time: <u>5:00</u>	
Received (Name / IATL): _____	Date: _____	Time: _____	
Sample Login (Name / IATL): _____	Date: _____	Time: _____	
Analysis (Name(s) / IATL): <u>R. Smith</u>	Date: <u>10/20/21</u>	Time: _____	
QA/QC Review (Name / IATL): _____	Date: _____	Time: _____	
Archived / Released: _____	QA/QC InterLAB Use: _____	Date: _____	Time: _____

OCT 18 2021
IATL - BY

APPENDIX C

PHOTO LOG

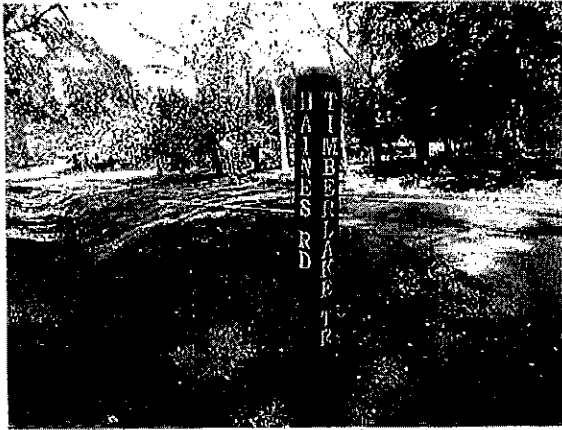


Photo #1 Road intersection marker – Bridge in background

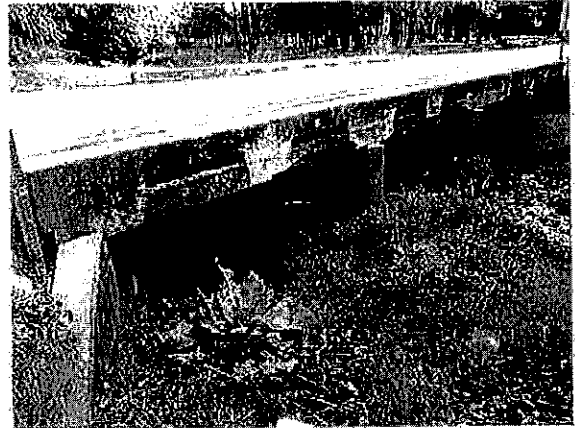


Photo #2 Bridge - view from SW

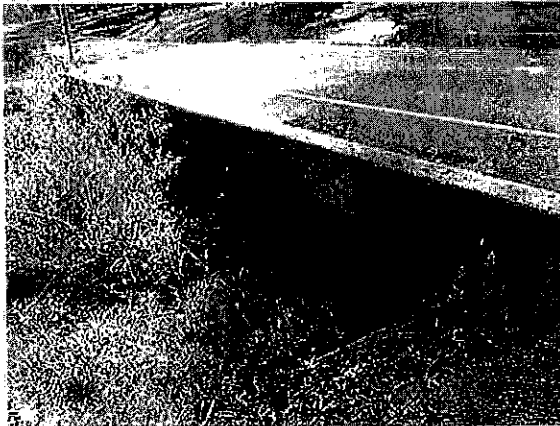


Photo #3 Bridge view from NW

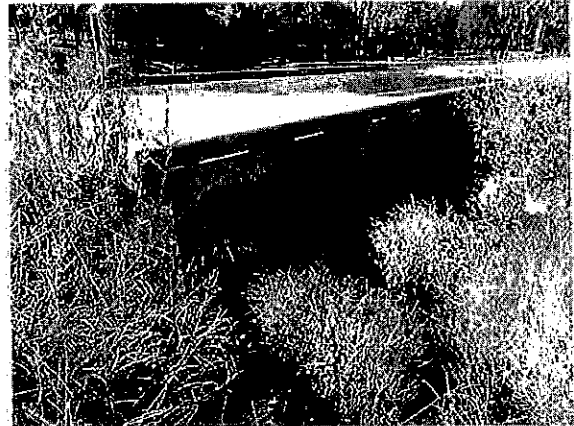


Photo #4 Bridge view from NE

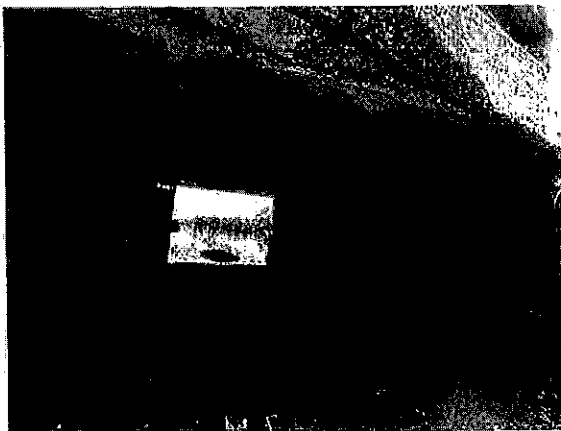


Photo #5 Below Bridge – HA 01 Concrete

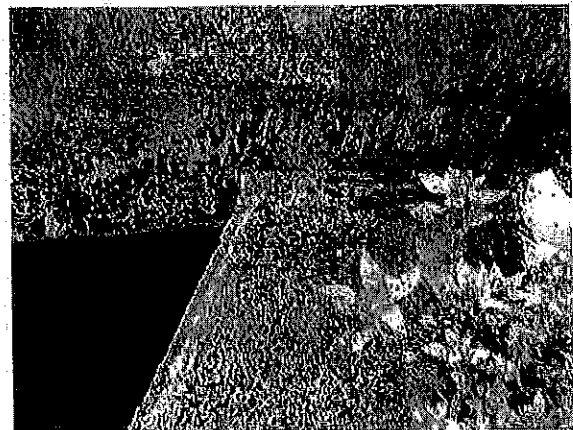


Photo #6 Bridge West abutment – HA 02 Tar coating

Bridge – Haines Road and Timber Lake Trail, Jackson County, Missouri
Photos Taken 10/14/2021

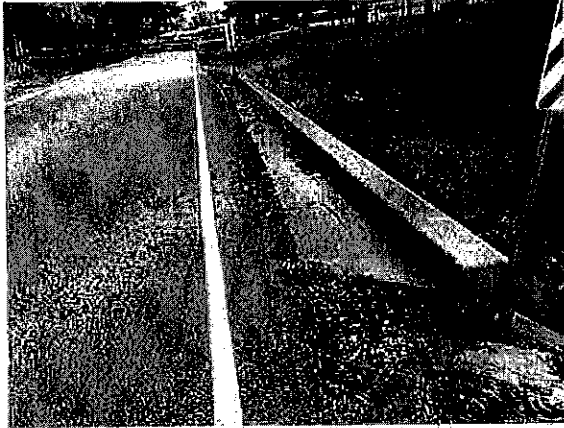


Photo #7 Bridge Roadbed – HA 03 Asphalt



Photo #8 Below Bridge west substructure – painted concrete

APPENDIX D

LEAD SURVEY SAMPLE RESULTS

XRF Paint Test Results
Date: October 14, 2021

Bridge
Haines Road and Timber Lake Trail, Jackson County, Missouri

Terracon Project No. 02217425

Reading	Classification	Pb	Location	Component	Substrate	Color	Condition
1	PASS		Instrument Standardization				
2	Positive	1.08	Instrument Calibration NIST 2573				
3	Positive	1.07	Instrument Calibration NIST 2573				
4	Negative	0	Instrument Calibration NIST 2570				
5	Negative	0	West Abutment	Wall	Concrete	Red	Poor
6	Negative	0	West Abutment	Wall	Concrete	Red	Poor
7	Negative	0	West Abutment	Wall	Concrete	Black	Peeling
8	Negative	0	West Substructure	Wall	Concrete	Red	Poor
9	Negative	0	West Substructure	Wall	Concrete	Red	Poor
10	Negative	0	West Substructure	Wall	Concrete	Black	Poor
11	Negative	0	West Substructure	Wall	Concrete	Black	Poor
12	Negative	0	Center Substructure	Wall	Concrete	Red	Poor
13	Negative	0	Center Substructure	Wall	Concrete	Black	Peeling
14	Negative	0	Center Substructure	Wall	Concrete	Black	Poor
15	Negative	0	East Substructure	Wall	Concrete	Red	Poor
16	Negative	0	East Substructure	Wall	Concrete	Black	Poor
17	Negative	0	East Substructure	Wall	Concrete	Black	Poor
18	Negative	0	East Substructure	Wall	Concrete	Red	Poor
19	Negative	0	East Abutment	Wall	Concrete	Black	Poor
20	Negative	0	East Abutment	Wall	Concrete	Black	Poor
21	Positive	1.05	Instrument Calibration NIST 2573				
22	Positive	1.1	Instrument Calibration NIST 2573				
23	Negative	0	Instrument Calibration NIST 2570				

Pb = Lead in milligrams per square centimeter

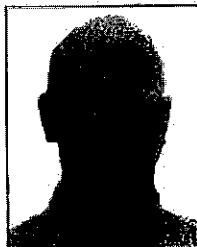
Inspector - Timothy Easley
Missouri License No. 101001-001794

APPENDIX E

CERTIFICATIONS/LICENSES

CERTIFICATION NUMBER:
7113103020MOIR3337

THIS CERTIFIES
Timothy E Easley
HAS COMPLETED THE CERTIFICATION
REQUIREMENTS FOR
Inspector



APPROVED: **11/10/2020**
EXPIRES: **11/10/2021**

TRAINING DATE: **10/30/2020**

Gregory D. Brigham
Director of Air Pollution Control Program

The holder of this card is certified to conduct the specified occupation in conjunction with an asbestos abatement project under the certification requirements, in RSMo. 10 CSR 10-6.250.

It is unlawful for any person to use this card other than the individual to whom it is issued or in any manner inconsistent with the law.

Violations of Missouri State Rule 10 CSR 10-6.080, "Emission Standards for Hazardous Air Pollutants," which adopts by reference 40 CFR, Part 61, Subpart M, the "National Emission Standards for Asbestos," are subject to fines of not more than \$10,000 per day per violation. This Missouri State Certification is subject to review and the director may deny, suspend or revoke this certification per RSMo. chapter 642.230.

If found, please return to:

 **MISSOURI**
DEPARTMENT OF
NATURAL RESOURCES

Air Pollution Control Program
P.O. Box 176
Jefferson City, MO 65102
Phone: (573)751-4817 Fax: (573)751-2706
www.dnr.mo.gov/en/apep

STATE OF MISSOURI
DEPARTMENT OF HEALTH AND SENIOR SERVICES

LEAD OCCUPATION LICENSE REGISTRATION

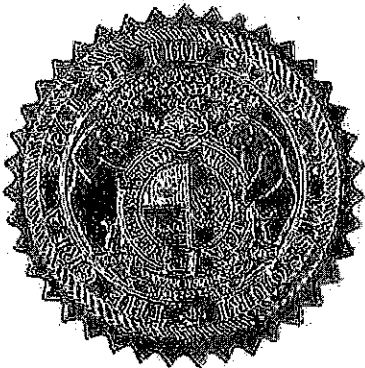
Issued to:


Timothy E. Easley

The person, firm or corporation whose name appears on this certificate has fulfilled the requirements for licensure as set forth in the Missouri Revised Statutes 701.300-701.338, as long as not suspended or revoked, and is hereby authorized to engage in the activity listed below.

Lead Inspector
Category of License

Issuance Date: 10/1/2020
Expiration Date: 10/1/2022
License Number: 101001-001794




Randall W. Williams, MD, FACOG
Director
Department of Health and Senior Services

Lead Licensing Program, PO Box 570, Jefferson City, MO 65102

FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION

Application No.: SU-2021-087 Date: 12-9-21

TO THE ADMINISTRATOR: The undersigned hereby makes application for a permit to develop in the Special Flood Hazard Area (SFHA) or "floodplain." The work to be performed, including flood protection works, is as described below and in attachments hereto. The undersigned agrees that all such work shall be in accordance with the requirements of the Floodplain Management Ordinance and with all other applicable county/city ordinances, federal programs, and the laws and regulations of the State of Missouri.

Jackson County	11/12/21	
Owner or Agent	Date	Builder
303 W Walnut Street, Independence, MO 64050		
Address	Address	
816-881-4530		
Telephone Number	Telephone Number	

SITE DATA

1. Location: SW 1/4; NE 1/4; Section 24; Township 47N; Range 31W
Street Address: Haines Road & Timber Lake Trail, Greenwood, MO 64084
2. Type of Development: Filling Grading Excavation Minimum Improvement
Routine Maintenance Substantial Improvement New Construction Other
3. Description of Development: Replacement of an Existing 4 - 8' x 3.6' RCB with Proposed 3 - 12' x 6' RCB with 2.1+ foot roadway overtopping elevation increase
4. Premises: Structure Size _____ ft. By _____ ft. Area of Site _____ Sq. ft.
Principal Use: Stream Crossing Accessory Uses (storage, parking, etc.): _____
5. Value of Improvement (fair market): \$ _____ Pre-Improvement/Assessed Value of Structure: \$ _____
6. Is the Property Located in a Designated FLOODWAY? Yes No
IF ANSWERED YES, CERTIFICATION MUST BE PROVIDED PRIOR TO THE ISSUANCE OF A PERMIT TO DEVELOP, THAT THE PROPOSED DEVELOPMENT WILL RESULT IN NO INCREASE IN THE BASE (1%) FLOOD ELEVATIONS.
7. Is the Property Located in a Designated Floodplain FRINGER or a Floodplain (SFHA) without a Designated FLOODWAY? Yes No
8. Elevation of the 1% Base Flood (ID source) 943.2 (Existing HEC-RAS) NGVD/NAVD
9. Elevation of the Proposed Development Site _____ NGVD/NAVD
10. Community Ordinance Elevation/Floodproofing Requirement _____ NGVD/NAVD
11. NPIP Flood Insurance Rate Map Panel(s) Number(s) _____
12. Other Permits Required?

Corps of Engineer 404 Permit:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Provided	<input type="checkbox"/>
State Department of Natural Resources 401 Permit:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Provided	<input type="checkbox"/>
Environmental Protection Agency NPDES Permit:	Yes	<input type="checkbox"/>	No	<input checked="" type="checkbox"/>	Provided	<input type="checkbox"/>

All Provisions of Ordinance Number _____, the "Floodplain Management Ordinance", shall be in Compliance.

PERMIT APPROVAL/DENIAL

Plans and Specifications Approved/Denied this 9 Day of DECEMBER, 2021

Signature of Property Owner or Agent	
Print Name and Title	Randy Diem Law Admin

THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT FLOOR) OF ANY NEW OR SUBSTANTIALLY IMPROVED RESIDENTIAL BUILDING WILL BE ELEVATED _____ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION. IF THE PROPOSED DEVELOPMENT IS A NON-RESIDENTIAL BUILDING, THIS PERMIT IS ISSUED WITH THE CONDITION THAT THE LOWEST FLOOR (INCLUDING BASEMENT) OF A NEW OR SUBSTANTIALLY IMPROVED NON-RESIDENTIAL BUILDING WILL BE ELEVATED OR FLOODPROOFED _____ FOOT/FEET ABOVE THE BASE FLOOD ELEVATION.

THIS PERMIT IS USED WITH THE CONDITION THAT THE DEVELOPER/OWNER WILL PROVIDE CERTIFICATION BY A REGISTERED ENGINEER, ARCHITECT, OR LAND SURVEYOR OF THE "AS-BUILT" LOWEST FLOOR (INCLUDING BASEMENT) ELEVATION OF ANY NEW OR SUBSTANTIALLY IMPROVED BUILDING COVERED BY THIS PERMIT.



Planning and Zoning Division
Public Works Department
Jackson County, Missouri
Application for Special Use Permit

Date Printed:
12/09/2021

Application #: **SU20210087** Application Date: **12/09/2021** Project ID No.: **PR20210470**

Permission is hereby requested by
To perform the following described work on:

Type of Work: **Floodplain Dev Permit**

Work Sub Type: **Bridge**

Street Address:

Lot:

Subdivision:

Haines RD

Section: Township:

Range:

General Location: **HAINES ROAD BRIDGE BO48(58)**

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

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
Natural Heritage Review Report

January 10, 2022

Science Branch
 P. O. Box 180
 Jefferson City, MO 65102
 Prepared by: Hannah Roos
 NaturalHeritageReview@mdc.mo.gov
 (573) 522 - 4115 ext. 3182

Nicholas Thomas
 Wilson & Company, Inc.
 Nicholas.Thomas@wilsonco.com

NHR ERT ID:	10020	NHR ERT Level:	3
Project type:	Bridge		
Location/Scope:	T47N R31W S24		
County:	Jackson		
Query reference:	Haines Bridge		
Query received:	12/29/2021		

This NATURAL HERITAGE REVIEW is **not a site clearance letter**. Rather, it identifies public lands and records of sensitive resources located close to and/or potentially affected by the proposed project. If project plans or location change, this report may no longer be valid. On-site verification is the responsibility of the project. Natural Heritage records were identified at some time and location. This report considers records near but not necessarily at the project site. Animals move and, over time, so do plant communities. To say "there is a record" does not mean the species/habitat is still there. To say that "there is no record" does not mean a protected species will not be encountered. These records serve as one reference and additional information (e.g. wetland or soils maps, on-site inspections or surveys) should be considered. Look for additional information about the biological and habitat needs of records listed to avoid or minimize impacts. More information is at <https://mdc.mo.gov/discover-nature/places/natural-areas> and https://mdc12.mdc.mo.gov/applications/mofwis/mofwis_search1.aspx

Level 3: Records of federal-listed (also state-listed) species or critical habitats near the project site:

Natural Heritage records indicate Bald Eagles occur within 1 mile of the project area.

- **Bald Eagles:** Bald Eagles (*Haliaeetus leucocephalus*) nest near streams or water bodies in the project area. Nests are large and fairly easy to identify. While no longer listed as endangered, eagles continue to be protected by the federal government under the Bald and Golden Eagle Protection Act. Work managers should be alert for nesting areas within 1500 meters of project activities, and follow federal guidelines at: <https://www.fws.gov/midwest/eagle/permits/index.html> if eagle nests are seen.

Following USFWS Incidental Take Guidelines: To avoid the incidental take of bald eagles we recommend:

- a buffer of at least 660 feet between project activities and the nests (including active and inactive nests).
- If project activities are within 660 feet of the nest, please restrict activities to outside the nesting season. The nesting season in Missouri is January 1 – July 15.
- If these recommendations cannot be implemented, incidental take of bald eagles may occur and a permit from USFWS may be necessary.
- Do not clear nests or nest trees.

FEDERAL LIST species/habitats are protected under the Federal Endangered Species Act. Contact the U.S. Fish and Wildlife Service (101 Park Deville Drive Suite A, Columbia, Missouri 65203-0007; 573-234-2132) for Endangered Species Act coordination and concurrence information).

Level 2: Records of state-listed (not federal-listed) endangered species AND / OR state-ranked (not state-listed endangered) species and natural communities of conservation concern. The Department tracks these species and natural communities due to population declines and/or apparent vulnerability.

Natural Heritage records identify no state-listed endangered species within the project area.

Natural Heritage records indicate the following state-ranked species near the project area:

Scientific Name	Common Name	State Rank	Proximity (miles)
<i>Lithobates areolatus circulosus</i>	Northern Crawfish Frog	S3	<5
<i>Mustela frenata</i>	Long-tailed Weasel	S3	<2
<i>Taxidea taxus</i>	American Badger	S3	<2

State Rank Definitions:

- S1: Critically imperiled in the state because of extreme rarity of or because of some factor(s) making it especially vulnerable to extirpation from the state. Typically, 5 or fewer occurrences or very few remaining individuals (<1,000).
- S2: Imperiled in the state because of rarity or because of some factor(s) making it very vulnerable to extirpation from the state (6 to 20 occurrences or few remaining individuals).
- S3: Vulnerable in the state either because rare and uncommon, or found only in a restricted range (even if abundant at some locations), or because of other factors making it vulnerable to extirpation. Typically 21 to 100 occurrences or between 3,000 and 10,000 individuals.
- S4: Uncommon but not rare, and usually widespread in the nation or state. Possible cause of long-term concern. Usually more than 100 occurrences and more than 10,000 individuals.
- S#S#: Range Rank: A numeric range rank (e.g., S2S3) is used to indicate the range of uncertainty about the exact status.
- ?: Denotes inexact or uncertain numeric rank.

There are no regulatory requirements associated with this status, however we encourage voluntary stewardship to minimize the risk of further decline that could lead to listing.

STATE ENDANGERED species are protected under the Wildlife Code of Missouri (3CSR10-4.111). See https://mdc.mo.gov/sites/default/files/mo_nature/downloads/2021_SOCC.pdf for a complete list of species and communities of conservation concern.

General recommendations related to this project or site, or based on information about the historic range of species (unrelated to any specific Natural Heritage records):

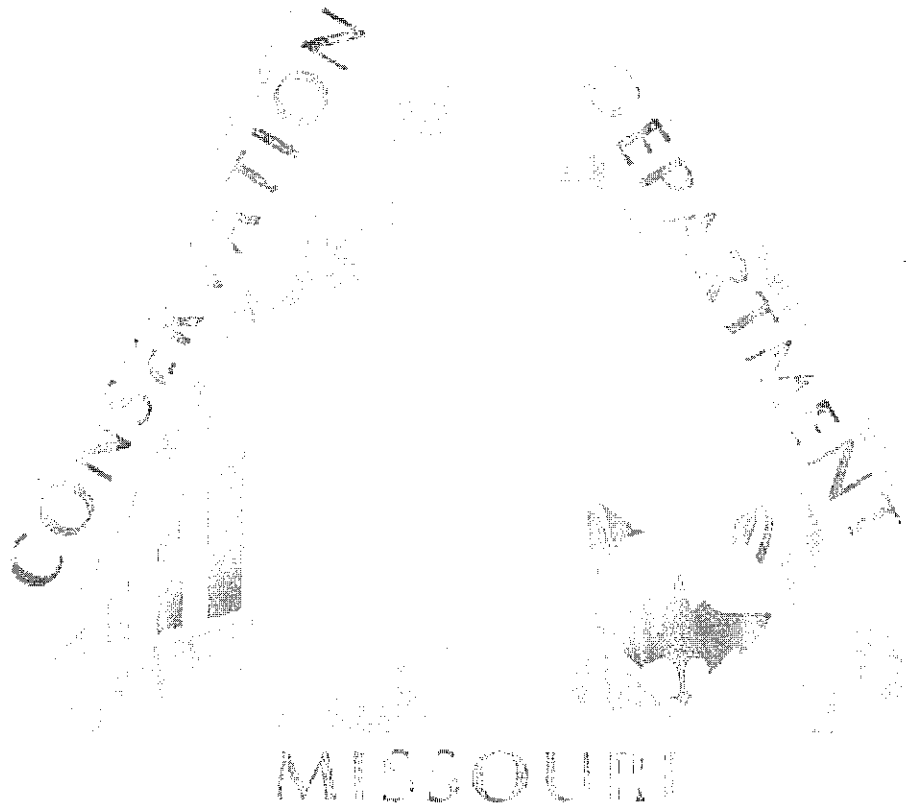
- **Bridges:** Streams in the area should be protected from soil erosion, water pollution and in-stream activities that modify or diminish aquatic habitats. Best management recommendations relating to streams and rivers may be found at <https://live-mdcd8.pantheonsite.io/sites/default/files/2020-06/Streams.pdf>
 - ◆ Avoid work in the channel from March 15 until June 15, a time when many fish are spawning and eggs need minimal disturbance.
 - ◆ Avoid disturbance to stream banks and riparian areas. Channel modification, flow interruption or bank modification should occur only in compliance with conditions established in permits required under the federal Clean Water Act.
 - ◆ Grade and seed disturbed areas as soon as possible to minimize erosion. Native grasses and wildflowers are recommended for plantings compatible with the local native landscape and wildlife needs. Annuals like ryegrass may be combined with native perennials for quicker green-up. Avoid aggressive exotic perennials such as Crown Vetch and Sericea lespedeza.
 - ◆ All temporary in-channel fills that could impound water should be culverted. Culverts should (a) maintain at least six inches of water and (b) not create water velocities in excess of two feet per second during average annual discharges. A drop between the downstream end of the

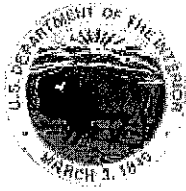
Prepared January 10, 2022; Thomas_Jackson_Bridge - Haines Bridge.docx Page 2 of 4

culverts and the downstream water surface should not occur at any time. Conditions provided within the USACE Clean Water Act Section 404 permit, if required (<https://www.nwk.usace.army.mil/Missions/Regulatory-Branch/Nation-Wide-Permits/>), should help minimize impacts to the aquatic organisms within the area.

- **Conservation Opportunity Areas:** The project is within East Fork of Big Creek Priority Watershed Conservation Opportunity Area. COAs are key landscapes that represent the greatest opportunities for sustainable conservation of the Missouri's diverse flora and fauna and the natural communities they depend upon, including: grasslands (including prairie and savanna), glades, forests and woodlands, wetlands, caves and karst, and rivers and streams. COAs have been identified based on several factors, including the diversity and rarity of species and natural communities present, and the comparative likelihood/importance of projects to maintain them in the area over time. COAs have no regulatory role, but do reflect interest as a planning tool from multiple government agencies, non-governmental organizations and citizen groups to facilitate conservation in the area. Maintenance of high quality natural terrestrial and aquatic communities will help provide important habitat for the COA's biodiversity. Funding might be available to manage for important habitats within the COA. Please contact Missouri Department of Conservation for more information.
- **Karst:** Jackson County has known karst geologic features (e.g. caves, springs, and sinkholes, all characterized by subterranean water movement). Few karst features are recorded in Natural Heritage records, and ones not noted here may be encountered at the project site or affected by the project. Cave fauna (many of which are species of conservation concern) are influenced by changes to water quality, so check your project site for any karst features and make every effort to protect groundwater in the project area. See <https://mdc.mo.gov/sites/default/files/2020-06/Karst.pdf> for best management recommendations.
- **Indiana Bats and Northern Long-eared Bats** could occur in the project area. Indiana Bats (*Myotis sodalis*, federal and state-listed endangered) and Northern Long-eared Bats (*Myotis septentrionalis*, federal-listed threatened) hibernate during winter months in caves and mines. During the summer months, they roost and raise young under the bark of trees in 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 and/or Northern Long-eared Bats, especially from September to April. **Prior to removing any trees for this 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, so inspect and clean equipment thoroughly before moving between project sites.
 - ◆ 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 has 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 ($\geq 140^{\circ}$ F, typically available at do-it-yourself carwash sites), and dry in the hot sun before using again.

These recommendations are ones project managers might prudently consider based on a general understanding of species needs and landscape conditions. Natural Heritage records largely reflect sites visited by specialists in the last 30 years. Many privately owned tracts have not been surveyed and could host remnants of species once but no longer common.





United States Department of the Interior



FISH AND WILDLIFE SERVICE
Missouri Ecological Services Field Office
101 Park Deville Drive
Suite A
Columbia, MO 65203-0057
Phone: (573) 234-2132 Fax: (573) 234-2181

In Reply Refer To:
Consultation Code: 03E14000-2022-SLI-0582
Event Code: 03E14000-2022-E-01840
Project Name: Haines Road Bridge Replacement

December 29, 2021

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

This response has been generated by the Information, Planning, and Conservation (IPaC) system to provide information on natural resources that could be affected by your project. The U.S. Fish and Wildlife Service (Service) provides this response under the authority of the Endangered Species Act of 1973 (16 U.S.C. 1531-1543), the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d), the Migratory Bird Treaty Act (16 U.S.C. 703-712), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 et seq.).

Threatened and Endangered Species

The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and may be affected by your proposed project. The species list fulfills the requirement for obtaining a Technical Assistance Letter from the U.S. Fish and Wildlife Service (Service) under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 et seq.).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. **Note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days.** The Service recommends that verification be completed by visiting the ECOS-IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the ECOS-IPaC system by completing the same process used to receive the enclosed list.

Consultation Technical Assistance

Refer to the Midwest Region [S7 Technical Assistance](#) website for step-by-step instructions for making species determinations and for specific guidance on the following types of projects: projects in developed areas, HUD, pipelines, buried utilities, telecommunications, and requests for a Conditional Letter of Map Revision (CLOMR) from FEMA.

Federally Listed Bat Species

Indiana bats, gray bats, and northern long-eared bats occur throughout Missouri and the information below may help in determining if your project may affect these species.

Gray bats - Gray bats roost in caves or mines year-round and use water features and forested riparian corridors for foraging and travel. If your project will impact caves, mines, associated riparian areas, or will involve tree removal around these features – particularly within stream corridors, riparian areas, or associated upland woodlots –gray bats could be affected.

Indiana and northern long-eared bats - These species hibernate in caves or mines only during the winter. In Missouri the hibernation season is considered to be November 1 to March 31. During the active season in Missouri (April 1 to October 31) they roost in forest and woodland habitats. Suitable summer habitat for Indiana bats and northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥ 5 inches diameter at breast height (dbh) for Indiana bat, and ≥ 3 inches dbh for northern long-eared bat, that have exfoliating bark, cracks, crevices, and/or hollows), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Tree species often include, but are not limited to, shellbark or shagbark hickory, white oak, cottonwood, and maple. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of other forested/wooded habitat. Northern long-eared bats have also been observed roosting in human-made structures, such as buildings, barns, bridges, and bat houses; therefore, these structures should also be considered potential summer habitat and evaluated for use by bats. If your project will impact caves or mines or will involve clearing forest or woodland habitat containing suitable roosting habitat, Indiana bats or northern long-eared bats could be affected.

Examples of unsuitable habitat include:

- Individual trees that are greater than 1,000 feet from forested or wooded areas;
- Trees found in highly-developed urban areas (e.g., street trees, downtown areas);
- A pure stand of less than 3-inch dbh trees that are not mixed with larger trees; and
- A stand of eastern red cedar shrubby vegetation with no potential roost trees.

Using the IPaC Official Species List to Make No Effect and May Affect Determinations for Listed Species

1. If IPaC returns a result of “There are no listed species found within the vicinity of the project,” then project proponents can conclude the proposed activities will have **no effect** on any federally listed species under Service jurisdiction. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records. An example “No Effect” document also can be found on the S7 Technical Assistance website.

2. If IPaC returns one or more federally listed, proposed, or candidate species as potentially present in the action area of the proposed project – other than bats (see #3 below) – then project proponents can conclude the proposed activities **may affect** those species. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain Life History Information for Listed and Candidate Species through the S7 Technical Assistance website.

3. If IPaC returns a result that one or more federally listed bat species (Indiana bat, northern long-eared bat, or gray bat) are potentially present in the action area of the proposed project, project proponents can conclude the proposed activities **may affect** these bat species **IF** one or more of the following activities are proposed:

- a. Clearing or disturbing suitable roosting habitat, as defined above, at any time of year;
- b. Any activity in or near the entrance to a cave or mine;
- c. Mining, deep excavation, or underground work within 0.25 miles of a cave or mine;
- d. Construction of one or more wind turbines; or
- e. Demolition or reconstruction of human-made structures that are known to be used by bats based on observations of roosting bats, bats emerging at dusk, or guano deposits or stains.

If none of the above activities are proposed, project proponents can conclude the proposed activities will have **no effect** on listed bat species. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records. An example “No Effect” document also can be found on the S7 Technical Assistance website.

If any of the above activities are proposed in areas where one or more bat species may be present, project proponents can conclude the proposed activities **may affect** one or more bat species. We recommend coordinating with the Service as early as possible during project planning. If your project will involve removal of over 5 acres of suitable forest or woodland habitat, we recommend you complete a Summer Habitat Assessment prior to contacting our office to expedite the consultation process. The Summer Habitat Assessment Form is available in Appendix A of the most recent version of the Range-wide Indiana Bat Summer Survey Guidelines.

Other Trust Resources and Activities

Bald and Golden Eagles - Although the bald eagle has been removed from the endangered species list, this species and the golden eagle are protected by the Bald and Golden Eagle Act and the Migratory Bird Treaty Act. Should bald or golden eagles occur within or near the project area

please contact our office for further coordination. For communication and wind energy projects, please refer to additional guidelines below.

Migratory Birds - The Migratory Bird Treaty Act (MBTA) prohibits the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when specifically authorized by the Service. The Service has the responsibility under the MBTA to proactively prevent the mortality of migratory birds whenever possible and we encourage implementation of recommendations that minimize potential impacts to migratory birds. Such measures include clearing forested habitat outside the nesting season (generally March 1 to August 31) or conducting nest surveys prior to clearing to avoid injury to eggs or nestlings.

Communication Towers - Construction of new communications towers (including radio, television, cellular, and microwave) creates a potentially significant impact on migratory birds, especially some 350 species of night-migrating birds. However, the Service has developed voluntary guidelines for minimizing impacts.

Transmission Lines - Migratory birds, especially large species with long wingspans, heavy bodies, and poor maneuverability can also collide with power lines. In addition, mortality can occur when birds, particularly hawks, eagles, kites, falcons, and owls, attempt to perch on uninsulated or unguarded power poles. To minimize these risks, please refer to guidelines developed by the Avian Power Line Interaction Committee and the Service. Implementation of these measures is especially important along sections of lines adjacent to wetlands or other areas that support large numbers of raptors and migratory birds.

Wind Energy - To minimize impacts to migratory birds and bats, wind energy projects should follow the Service's Wind Energy Guidelines. In addition, please refer to the Service's Eagle Conservation Plan Guidance, which provides guidance for conserving bald and golden eagles in the course of siting, constructing, and operating wind energy facilities.

Next Steps

Should you determine that project activities **may affect** any federally listed species or trust resources described herein, please contact our office for further coordination. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

If you have not already done so, please contact the Missouri Department of Conservation (Policy Coordination, P. O. Box 180, Jefferson City, MO 65102) for information concerning Missouri Natural Communities and Species of Conservation Concern.

We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

Karen Herrington

Attachment(s):

- Official Species List

- USFWS National Wildlife Refuges and Fish Hatcheries
- Wetlands

Official Species List

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Missouri Ecological Services Field Office

101 Park Deville Drive

Suite A

Columbia, MO 65203-0057

(573) 234-2132

Project Summary

Consultation Code: 03E14000-2022-SLI-0582

Event Code: Some(03E14000-2022-E-01840)

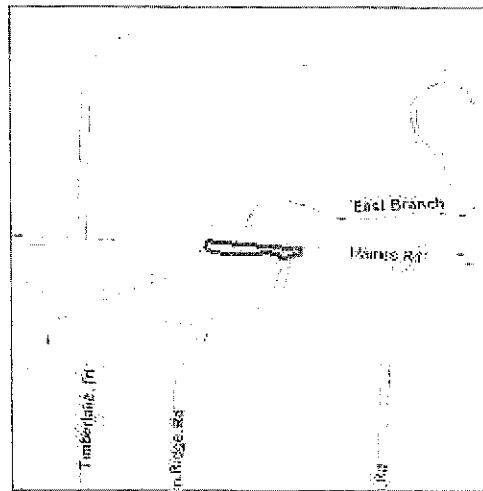
Project Name: Haines Road Bridge Replacement

Project Type: BRIDGE CONSTRUCTION / MAINTENANCE

Project Description: Replacement of existing box culvert with new 3-12'x6' box culvert and associated roadway and guardrail. The roadway reconstruction is approximately 300'. The project is expected to be constructed in Summer and Fall of 2022.

Project Location:

Approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@38.8716425,-94.29238812285405,14z>



Counties: Jackson County, Missouri

Endangered Species Act Species

There is a total of 4 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries¹, as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

Mammals

NAME	STATUS
Gray Bat <i>Myotis grisescens</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/6329	Endangered
Indiana Bat <i>Myotis sodalis</i> There is final critical habitat for this species. The location of the critical habitat is not available. Species profile: https://ecos.fws.gov/ecp/species/5949 General project design guidelines: https://ecos.fws.gov/ipac/project/GAWJOSXSCFEGTC4T3CXKQGP74/documents/generated/6868.pdf	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9045 General project design guidelines: https://ecos.fws.gov/ipac/project/GAWJOSXSCFEGTC4T3CXKQGP74/documents/generated/6868.pdf	Threatened

Insects

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/9743	Candidate

Critical habitats

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

USFWS National Wildlife Refuge Lands And Fish Hatcheries

Any activity proposed on lands managed by the National Wildlife Refuge system must undergo a 'Compatibility Determination' conducted by the Refuge. Please contact the individual Refuges to discuss any questions or concerns.

THERE ARE NO REFUGE LANDS OR FISH HATCHERIES WITHIN YOUR PROJECT AREA.

Wetlands

Impacts to NWI wetlands and other aquatic habitats may be subject to regulation under Section 404 of the Clean Water Act, or other State/Federal statutes.

For more information please contact the Regulatory Program of the local U.S. Army Corps of Engineers District.

Please note that the NWI data being shown may be out of date. We are currently working to update our NWI data set. We recommend you verify these results with a site visit to determine the actual extent of wetlands on site.

WETLAND INFORMATION WAS NOT AVAILABLE WHEN THIS SPECIES LIST WAS GENERATED.
PLEASE VISIT [HTTPS://WWW.FWS.GOV/WETLANDS/DATA/MAPPER.HTML](https://www.fws.gov/wetlands/data/mapper.html) OR CONTACT THE FIELD OFFICE FOR FURTHER INFORMATION.

CULTURAL RESOURCE COMMENTS
Section 106 Review

CONTACT PERSON/ADDRESS:

Ric Johnson
303 W. Walnut
Independence, MO 64050

COPIED:

Raegan Ball, FHWA
Taylor Peters, FHWA
Michael Meinkoth, MoDOT
Michael Meyer, MoDOT

PROJECT:

Haines Road Bridge Replacement BRO-B048 (58), 25300 Haines Road, Greenwood

FEDERAL AGENCY:

FHWA/MoDOT

COUNTY:

Jackson

The Missouri State Historic Preservation Office (SHPO) has reviewed the information submitted on the above referenced project. Based on this review, we have made the following determination:

Adequate documentation has been provided as outlined in 36 CFR Section 800.11. After review of the initial submission, the project area has no known historic properties present and a low potential for the occurrence of cultural resources. SHPO concurs with your determination of **No Historic Properties Affected**.

An adequate cultural resource survey of the project area has been previously conducted; therefore, SHPO concurs with your determination of **No Historic Properties Affected**.

An adequate cultural resource survey has been conducted for this project titled, by . Based on this survey and its negative findings, SHPO concurs with your determination of **No Historic Properties Affected**.

PLEASE BE ADVISED THAT, IF THE CURRENT PROJECT AREA OR SCOPE OF WORK CHANGES, SUCH AS A BORROW AREA BEING ADDED, 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 consultation with SHPO under Section 106 of the National Historic Preservation Act, as amended. SHPO concurrence does not complete the Section 106 process as federal agencies will need to conduct consultation with all interested parties.

By: Toni M. Prawl
Toni M. Prawl, Ph.D., Deputy State Historic Preservation Officer

January 24, 2022
Date

MISSOURI DEPARTMENT OF NATURAL RESOURCES
STATE HISTORIC PRESERVATION OFFICE
P.O. Box 176, Jefferson City, Missouri 65102

For additional information, please contact Jeffrey Alvey, (573) 751-7862.

Please be sure to refer to the project number: 049-JA-22

Memorandum



To: Jackson County, Missouri – Public Works Department

From: Wilson & Company, Inc., Engineers & Architects

Date: 11/18/2021

Re: Haines Road Culvert Improvements – USACE Nationwide Permit 14

This memorandum is provided to address the permitting required for the Haines Road Culvert Improvement project. The improvements associated with this project as this would qualify as an activity required for crossing waters of the United States associated with the construction, expansion, modification, or improvement of linear transportation projects in waters of the United States. East Creek would be considered a “water of the United States”.

This permit will also authorize the use of temporary structure, fills, and work necessary to construct the project. Appropriate measures must be taken to maintain normal downstream flows and minimize flooding to the maximum extent practicable when temporary structure, including cofferdams, are necessary for construction activities. Any temporary fills must consist of materials, and be placed in a manner, that will not be eroded by expected high flows. Temporary fills must be removed in their entirety, the affected areas returned to pre-construction elevation, and revegetated, as appropriate. There is no anticipated temporary structure or fill for this project associated with the engineer’s design. If the contractor requires temporary structures or fills to complete the project, these activities should follow the general requirements for this permit activity.

The project does not require pre-construction notification as the construction activities do not fall under either of the two requirements:

- The loss of waters of the United States exceeds 1/10-acre; or
- There is a discharge in a special aquatic site, including wetlands.

The project does not disturb over 1/10-acre under the ordinary high-water mark and there is no discharge associated with a special aquatic site on this project. Therefore, no pre-construction notification is required. Summary and detailed explanation of the requirements for the nationwide permit requirements can be found at the US Army Corps of Engineers Headquarters Website ([Nationwide Permit Information \(army.mil\)](#))

This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.

Date Completed: 04/11/2022

Completed By: Mark Sowers (mailto%3AMark.Sowers%40modot.mo.gov)

Request for Environmental Review Form#: 2022-08-00023

Alternative Project Delivery Method (such as Design/Build)

Project Information

Prefix: BRO

Project Number: B048058

Bridge Number: 37000061

District: Kansas City

County: JACKSON

Sponsor: Jackson County

Sponsor Email:

TIP Number: 634081

Rte/Street: HAINES ROAD null

MoDOT Job Number:

TIGER Grant Funds:

Is this project on or adjacent to MoDOT Right of Way: No

Location/Stream Crossing : HAINES RD OVER CROSSING EAST BRANC

TMS Project Description - termini (no stations): REPLACE STRUCTURE W/ A MORE HYDRAULICALLY EFFICIENT CONFIGURATION TO PASS THE DESIGN FLOW. VERTICAL ALIGNMENT MODIFICATIONS MAY BE REQUIRED TO INCREASE THE WATERWAY AREA.

Describe RER project improvements in full detail: The Haines Road Bridge Project is located in Jackson County Missouri, in unincorporated territory associated with the City of Greenwood, Missouri. The project includes the removal and replacement of the existing Haines Road structure due to structure wear and tear on the roadway, causing uneven driving surface and unsafe driving conditions and increase drainage capacity. The existing structure is a four-span slab bridge structure approximately 26 feet wide with two 10-foot-wide lanes. The proposed replacement of the structure would include removal of the existing bridge and replacement with a 3 cell (12-foot by 6-foot per cell) concrete box culvert. The new structure would not add additional roadway capacity and would not require addition right-of-way (ROW) for construction or operation. Project activities during construction would include but are not limited to: bridge substructure/superstructure replacement, guard rail installation, tree clearing, concrete pavement repair for transition of pavement, earth shoulder maintenance, channel bank stabilization, ditching, erosion control methods, and pavement and pavement marking.

District Liaison: LANDVM1

Contact: *None selected*

Email:

Email:

Contact: Eric Johnson (mailto:eljohnson@jacksongov.org) - 816-881-4499

Contact: *None selected*

Email: eljohnson@jacksongov.org

Email:

Date Desired: 09/22/2021

Submit Date: 08/23/2021

Desired A-Date:

Responsible Individual: Meg Trowbridge - (8/18/2021 1:58:23 PM)

Submitted By: - (8/23/2021 12:00:00 AM) (mailto:meg.trowbridge@wilsonco.com)

Existing Condition

ADT: ~1,000 cars

Speed Limit: 35 mph

Number of Travel Lanes: 2

Lane Width: 10 ft

Shoulder Width: NA

Curb and Gutter: No

Bridge width, measured from gutterline to

gutterline:

Sidewalks: None

Proposed Design Improvement

ADT: ~1,000 cars

Speed Limit: 35 mph

Design Speed: 35 mph

Number of Travel Lanes: 2

Lane Width: 10 ft

Shoulder Width: NA

Curb and Gutter: No

Bridge width, measured
from gutterline to
gutterline: 26 ft

Sidewalks: None

Bridge Length: 50 ft

Roadway length: 597 ft

Railroad Crossing: No

Drainage District (If
Applicable): Kansas City

Program Year:

Preliminary Engineering: 2021

Right of Way: N/A

Construction: 2022

Has the sponsor documented that the project has: 1. Independent utility, 2. Logical termini, and 3. Does not restrict consideration of alternatives for other reasonably foreseeable transportation improvements?: Yes No

Project breakout from previous or larger project? *If checked explain:*
NA

Acres - From all sources (e.g. donated from public or private entities):

Additional R/W (acres): 0

Temp Easement (acres): 0

Permanent Easement (acres): 0

ROW may be needed, but, not yet determined? No

Is ANY Federally-owned land impacted by the project? Yes No

Land Disturbance:

Will project involve 1 acre or more: No

Acres of Tree Clearing: ~0.05 acre acres

DO NOT CLEAR TREES W/O MODOT'S PRIOR WRITTEN APPROVAL.

Number of Displacements(do not include partial takes that do not displace):

Residential: Yes No

Commercial: Yes No

No. of People: NA

Residences: NA

No. of Employees: NA

Businesses: NA

Any Public Involvement planned or completed:

Jackson County has met with individual landowners over the past two years to gather feedback and inform them of the bridge replacement project. At this time no additional public outreach is planned for the project.

Average Daily Traffic:

ADT Construction Year: ~1,000 cars

ADT Design Year: ~1,000 cars

Traffic Impacts:

Road Closure Planned: Yes No

Bridge Closure Planned: Yes No

Days/Months Closed: 9

Detour > 25 mi rural
(including local roads) Yes No

Detour > 5 mi urban
(including local roads,
census defined urban) Yes No

Detour Info: Road closure is anticipated for the nine month construction period. No designated detour route will be provided for the project for the duration of the road closure. Residents will have access to Timberlake Trail, which connects Haines Road between Smart Road and S Harris Road.

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?:*
A

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:

NA

Is ANY construction taking place on MoDOT owned property under this project?

Yes No

Is highway improvement located within 4 miles of an existing airport?

Known Concerns: Provide information you have about these resources that you have observed in the area.

Parkland: There are no existing or planned parks, recreation areas, or wildlife/waterfowl refuges present within 0.25 mile of the project area. Resources used to identify these resources include, but are not limited to: Google Earth, Google Maps, U.S. National Park Service National Scenic and National Historic Trail Webmap, U.S. Fish & Wildlife Service (USFWS) National Wildlife Refuge System, USFWS Wilderness Areas, UFWS Waterfowl Protection Area Map, and the Jackson County Missouri and City of Greenwood Missouri websites.

Wetland/404 Permit: Desktop identification of potential wetlands was performed using field photographs obtained summer of 2017, data from the USFWS National Wetland Inventory (NWI), and the U.S. Geological Survey (USGS) National Hydrography Data (NHD). Haines Road Bridge crosses over East Branch, a surface water that flows southeast towards Nelly Don Lake. East Branch is an intermittent stream channel (NWI classification R4SBC). Site photographs suggest that local relief is sloped towards East Branch and there is an apparent bed and bank with ordinary high water mark (OHWM) along the channel. There is a potential for riparian wetlands along the intermittent channel bank. Minimal wetland impacts are anticipated as part of the project. No additional ROW, temporary or permanent easement are anticipated as part of the undertaking. Project activities are anticipated to take place entirely within the existing ROW and work within the channel is limited to replacement of the existing bridge components and bank stabilization along the southeast side of the structure. Grading will be performed to slow bank erosion along the channel within ROW. The project qualifies for Section 404 Nationwide Permit 3(a) - Maintenance including repair, rehabilitation, or replacement of any previously authorized currently serviceable structure or fill.

Land Disturbance / Stormwater: Project activities are anticipated to disturb approximately 0.69 acre of land for construction. Land disturbance will be limited to within the existing ROW, with no additional ROW, temporary, or permanent easement required for project construction. East Branch at the structure location is not a 303(d) listed impaired water, nor is the project location within an MS4 community.

Farmland: The project vicinity is an unincorporated area associated with the City of Greenwood. The project area is primarily adjacent to residential property. The project would not convert prime or unique farmland or land of state importance to a non-farm use.

**Threatened &
Endangered Species:**

Threatened and endangered species with the potential to occur within approximately 10 miles of the Haines Road Bridge were identified using the USFWS Information for Planning and Consultation (IPaC) online platform. Three federally protected species were identified with the potential to occur: gray bat (*Myotis grisescens*), Indiana bat (*Myotis sodalis*), and northern long-eared bat (*Myotis septentrionalis*). The gray bat and Indiana bat are federally endangered species, while the northern long-eared bat is federally threatened species. Tree clearing may not be completed without prior written authorization from MoDOT. Tree clearing activities should not take place between June 1 - July 31 to avoid impacts to bat maternity roosts. In addition to the USFWS IPaC, the Missouri Natural Heritage Program which is administered by the Missouri Department of Conservation, manages a threaten and endangered species by county list. Jackson County lists several species of state importance, but no species are listed under the state designation of threatened or endangered. The heritage database does include the federally endangered pallid sturgeon (*scaphirhynchus albus*) as known to occur within Jackson County, but this species does not have suitable habitat within the project vicinity.

**Migratory Birds: Are there
birds nesting on the
structure?**

Unknown, It is unknown whether there are currently birds nesting on the Haines Road bridge structure. Based on the USFWS IPaC, seven bird species of conservation concern were identified with the potential to occur within the project vicinity. Of the seven species identified, two species breed elsewhere. The bridge structure is unlikely to provide suitable habitat for the five migratory bird species listed on the IPaC that have the potential to breed in the project vicinity. The project is surrounded by residential property, but the stream corridor and riparian growth associated with the channel adjacent to the project may provide suitable habitat for nesting and foraging activities. However, the project is not anticipated to adversely impact these migratory bird species or their breeding habitat based on the project scope of activities. Temporary auditory disturbance during construction may dissuade use of the area, but no long term or permanent impacts are anticipated.

Hazardous Waste:

The project vicinity is an unincorporated area associated with the City of Greenwood. The project area is primarily adjacent to residential property. Aerial review of the project vicinity does not suggest the presence of any current or previous service stations. Hazardous waste generator facility locations within zip code 64141 were reviewed for their proximity to the project area and regulated program. No facilities identified within the zip code are within 0.50 mile of the project location. No identified facilities and no urban or industrial development in the area suggests a low likelihood of encountering hazardous materials during project construction that would impact human health and safety. In addition to aerial review, a lead based paint (LBP) and asbestos inspection will be completed by Sept 2021 to confirm the absence of these hazardous materials. Based on the characteristics of the current structure (no painted bridge components and built within the last 50 years), the LBP and asbestos inspection is expected to be negative.

Cultural Resources:

Aerial review of the project vicinity does not suggest the presence of any sites that would be considered historically significant. In addition, the project will be limited to the existing ROW with no additional ROW, temporary or permanent easement required for construction. The adjacent land use is residential with no previous development history beyond domestic dwellings when reviewing the historical aerial photography. There is a low likelihood of encountering cultural resources during project construction.

LPA Comments:

Project Attachments:

****NOTE: If making updates to an attachment, please use a different filename than the original.**

****The combined size of attachments in one upload must be less than 100MB**

Upload Attachments: Attachments will be saved when you click the upload attachments button

Choose File No file chosen

Upload Attachments

Attachments:

049JA22 0681 nhpa.pdf	BRO-B048(58)_RER_MDC_01-11-22.pdf
BRO-B048(58)_IPAC_Official.pdf	
BRO-B048(58)_Additional_Photos_Determination.pdf	
BRO-B048(58)_PS&E_Plans_Signed.pdf	BRO-B048(58)_RER_FAA_Notice.pdf
BRO-B048(58)_RER_Section_106_Form_Supporting_Docs.pdf	
BRO-B048(58)_RER_Section_106_Form.pdf	
BRO-B048(58)_USACE_Nationwide_Permit_Memo.pdf	
BRO-B048(58)_Asbestos_Lead_Report.pdf	
BRO-B048(58)_RER_Tree_Photos.pdf	
BRO-B048(58)_RER_T&E_Responses.docx	BRO-B048(58)_RER_MDC.pdf
BRO-B048(58)_RER_IPAC.pdf	BRO-B048(58)_RER_Bridge_Photos.pdf
BRO-B048(58)_Floodplain_Development_County_Permit_Signed.pdf	
BRO-B048(58)_Preliminary_Plans_20210823.pdf	Haines Road Photos.zip
Maps & Documentation.pdf	Tree Removal.kmz

Required Information to be attached for each RER stage:

- Location map (county map, topographic map or aerial map) showing the project limits
- plan sheets
- KMZ files showing tree clearing limits and/or plans
- permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 Project Information Form for review, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)

RER Environmental Screenings

Collapse

All

Farmland Impact

Status Information:

N/A Pending Cleared

Clearance Date:

Environmental Response: The project is outside a designated urbanized area but does not require new right of way or permanent easements. Therefore, the project is not subject to the Farmland Protection Policy Act.

LPA Action: None

Attachments:

Floodplain/Regulatory Floodway

Status Information:

N/A Pending Cleared

Clearance Date:

12/15/2021

Environmental Response: UPDATE 12/15/21: The approved floodplain development permit has been uploaded to the RER. INITIAL: According to the attached FEMA floodplain map, the project is in the 100-year floodplain. The project is not located in the regulatory floodway. Additionally, according to the attached page from FEMA's Community Status Book of National Flood Insurance Program (NFIP) memberships, Jackson County is a current member in the NFIP and has adopted a floodplain management ordinance including floodplain permitting requirements.

LPA Action: COMPLETE: Upload the approved floodplain development permit when available.

Attachments:

NFIP_JacksonCo.pdf

FIRMETTE_HainesRd.pdf

Land Disturbance / Stormwater

Status Information:

N/A Possible Issues Noted

Clearance Date:

Environmental Response: If the project is in a regulated MS4 area, adhere to the MS4 requirements as defined in the MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system. Any project with land disturbance of 1-acre or more requires a NPDES land disturbance permit from MDNR.

LPA Action: If the project will disturb 1-acre or more of land, obtain a NPDES land disturbance permit from DNR. The LPA must also implement best management practices in accordance with that permit and the Clean Water Act.

Attachments:

FEMA/SEMA Buyout

Status Information:

N/A Pending Cleared

Clearance Date:

Environmental Response: According to the ArcMap GIS FEMA buyout layer, there are no flood buyout sites in the vicinity of the project area. The project will not result in development on any FEMA buyout properties.

LPA Action: None

Attachments:

Socioeconomic Impact

Status Information:

N/A Pending Cleared

Clearance Date:

Environmental Response: The project does not require commercial or residential displacements and no new right of way or easements. Road closure is anticipated for the nine month construction period. No designated detour route will be provided for the project for the duration of the road closure. Residents will have access to Timberlake Trail, which connects Haines Road between Smart Road and S Harris Road. The unmarked rural detour will not be more than 25 miles. Jackson County has met with individual landowners over the past two years to gather feedback and inform them of the bridge replacement project. At this time no additional public outreach is planned for the project. There are no significant socioeconomic impacts associated with this project. Impacts will be temporary and limited to traffic disruptions, construction noise, and fugitive dust and emissions in the area of project construction.

LPA Action: None

Attachments:

Threatened & Endangered Species

Status Information:

No Effect Pending Cleared

Clearance Date:

01/17/2022

Environmental Response: UPDATE 1/17/2022: MoDOT has completed a TE review for the project (effects determination attached). MoDOT The USFWS IPaC lists the following species for the project area: gray bat, Indiana bat, and northern long-eared bat. There are no critical habitats located within the project limits. Based on the follow-up MDC report, impacts to the federally protected bald eagle were also considered. No impacts to state-listed species or species of conservation concern are anticipated as a result of this project. MoDOT reviewed the consultant's TE documentation and agrees with their assessment that there is no evidence of bats roosting on the existing structure, there are no caves within the project limits, and the three trees to be removed are not suitable summer roosting habitat for bats. MoDOT further determined that the project will not impact the bald eagle based on the distance from the project to the known nest location. As the designated non-federal representative of FHWA for USFWS Section 7 ESA requirements, MoDOT has determined the updated project will have No Effect on the gray bat, Indiana bat, and northern long-eared bat. This completes the TE requirements for the project.

LPA Action: COMPLETE

Attachments:

Email_TE Complete - No Effect BRO-B048(058) Jackson Haines Road over East Branch Big Creek.pdf

BRO-B048(058)_MoDOT Effects Determination_Jackson_Haines Road_East Branch Big Creek_FINAL.pdf

Migratory Birds

Status Information:

N/A Pending Cleared

Clearance Date:

Environmental Response: Consultant completed an inspection of the existing structure and did not note any nests. Based on this information, there are no concerns related to migratory birds and no conflicts with the MBTA.

LPA Action: None.

Attachments:

Hazardous Waste Impact

Status Information:

N/A Pending Cleared

Clearance Date:

12/15/2021

Environmental Response: UPDATE 12/15/2021: Sponsor has provided lead-based paint and asbestos reports for the bridge. No asbestos containing materials were detected on the structure. No lead-based paint was detected on the structure. INITIAL: According to the attached DNR E-START map, there are no Hazardous Substance Investigation and Cleanup Sites and no Regulated Petroleum and Hazardous Substance Storage Tank Facilities in the vicinity of the project area. There are no hazardous waste site concerns based on this information. However, the potential to encounter hazardous wastes from sites unknown to the LPA and MoDOT should always be a consideration. If there is any hydroblasting, grooving, milling or diamond grinding related to the project, residue and associated water must be prevented from being released to waterways or adjacent wetlands. Demolition and renovation/replacement of bridges and/or buildings requires an asbestos inspection by a current DNR-certified asbestos inspector and a lead based paint inspection by a lead inspector currently licensed by the MO Department of Health and Senior Services.

LPA Action: COMPLETE: Submit the asbestos report, notification, and demolition notice to DNR within 10 working days. The LPA/consultant is required to submit a request for asbestos and painted concrete inspection to a chemical laboratory. The information needed is outlined in Section 127.8.1.3.1 of the EPG. For demolition inspection, the LPA/consultant is required to notify DNR 10 days in advance of all bridge/building demolitions. It is recommended that Section 202.40.1.1 of the EPG - Notification of Demolition paragraph be included in contract documents to highlight this requirement. Refer to DNR's Asbestos Information page for more guidance: <http://dnr.mo.gov/env/apcp/asbestos/> Refer to DHSS Lead Licensing page for more guidance: <http://health.mo.gov/safety/leadlicensing/> Attach BOTH the asbestos and lead based paint inspection reports to the RER for review by MoDOT. Any hazardous waste sites that are found during project construction will be addressed by the LPA sponsor in accordance with Federal and State Laws and Regulations. If any hazardous waste concerns arise, notify MoDOT's environmental specialist as soon as possible.

Attachments:

ESTART_HainesRd.PNG

Wetland Impact (Section 404/401)

Status Information:

N/A Pending Cleared

Clearance Date:

02/07/2022

Environmental Response: UPDATE 2/7/2022: The consultant provided a memo stating that the project will be covered under NWP 14, and that impacts will be less than 0.1-acre and no pre-construction notification will be required. INITIAL: According to the attached USFWS National Wetlands Inventory mapper, the bridge to be replaced crosses East Branch. The consultant indicated in the RER submission that work within the channel is limited to replacement of the existing bridge components and bank stabilization along the southeast side of the structure. Grading will be performed to slow bank erosion along the channel within ROW. The project is anticipated to qualify for Nationwide Permit 3(a)- Maintenance including repair, rehabilitation, or replacement of any previously authorized currently serviceable structure or fill.

LPA Action: UPDATE 2/7/2022: While no pre-construction notification is required, project activities must still follow all Missouri Regional Conditions and the General Conditions of NWP 14. INITIAL: 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, submit the permit application, MoDOT T&E determinations, and the SHPO letter to the USACE. Upload the permit to the RER once received.

Wetland Permit 404 Permit Number
Information: Permit Submitted
Permit Received

{ +

Permit Expiration
Compliance Certification Sent
Compliance Certification Received

Attachments:

NWI_HainesRd.pdf

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:

Cultural Resources Impact (Section 106/Historic 4f)

Status Information:

Pending Cleared

Clearance Date:

01/24/2022

Environmental Response: UPDATE 4/7/2022: On January 24, 2022, SHPO concurred with a determination of No Historic Properties Affected (SHPO Project No. 049-JA-22). Initial Response: The project requires a Section 106 Review in consultation with MoDOT, Jackson County, and the State Historic Preservation Officer (SHPO) for identifying potential cultural resources that may be impacted by the project.

LPA Action: UPDATE 4/7/2022: Be advised that if changes are made to the project (including but not limited to the addition of new right of way or easements, or the changing of the scope) the project will need to be reevaluated and additional clearances may be required. Initial Response: Upload a completed draft of the attached Section 106 Project Information Form, including associated documentation, to the RER for review and comment by MoDOT's Historic Preservation staff. The environmental specialist will relay any comments for inclusion into the documentation. Once documentation is revised, if necessary, upload it to the RER as "Final Section 106 Documentation". The LPA sponsor may then submit it to the SHPO. Upload the SHPO response once received. In your submittal to SHPO, please include photographs of the bridge and the following information: This is a 1960 reinforced concrete solid slab bridge and is covered by the Program Comment for Post-1945 Concrete and Steel Bridges. If there are any buildings, structures, or landscape features (such as fences, walls, etc.) 45 years of age or older located within 100 ft of any new right of way or permanent easements, please also include photographs of these resources, and all resources located on the associated parcel, in your submission to SHPO. The following information should be included regarding archaeological resources: No new right-of-way (ROW) or new easements are expected for the bridge project. And, no additional ROW is expected to be required for the project. Furthermore, no more than 1 acre of ground disturbance, and less than 0.05 acre of tree clearing will be required. There are no previous archaeological surveys or previously recorded archaeological sites within or adjacent to the project area. Current project plans include construction work to occur within apparently disturbed existing ROW. Therefore, an archaeological survey is not recommended for the project.

Attachments:

Jackson_Haines Road_BRO-B048(58)_Section 106_Admin_Record.pdf

Section 106 Project Information Form_1-20.pdf

Adverse Effect or Conditional No Adverse Effect

Based on the review of the project location and description noted above, there are no identified historic 4(f) resources affected that would preclude the setting of an A-date.

Checked by: Elizabeth Heavrin on 04/07/2022

NA

Approved on:

Public Land Impact (Section 4f/6f)

Status Information:

N/A Pending Cleared

Clearance Date:

Environmental Response: According to Google Earth imagery and ArcMap GIS public lands layers, the nearest public land is the Reed Memorial Wildlife Area, approximately 0.58-mile west of the project. However, the project does not require new right of way or easements from and will not restrict access to this resource. The project will not result in a use to any Section 4(f) properties and no conversion of any Section 6(f) lands.

LPA Action: None

Attachments:

Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by: on

Other

Status Information:

N/A Pending Cleared

Clearance Date:

12/15/2021

Environmental Response: UPDATE 12/15/21: The results of the FAA Notice Criteria Tool have been uploaded. The project does not exceed notice criteria. INITIAL: The project is within 4 miles of Lake Winnebago Municipal Airport, an existing public use airport.

LPA Action: COMPLETE: Access FAA's Notice Criteria Tool at: <https://oeaaa.faa.gov/oeaaa/external/gisTools/gisAction.jsp?action=showNoNoticeRequiredToolForm> After entering improvement information into the FAA tool, filing information will be determined with one of two outcomes: (1) the improvement will need to be filed with the FAA, or (2) the improvement does not meet the FAA's filing requirement and no further action is required. Upload all documentation to the RER. This section does not have to be complete to obtain a NEPA date or A-date but must be completed before the environmental specialist issues All Environmental Issues Cleared.

Attachments:

NEPA Classification

NEPA Right-Of-Way Permission: Not Applicable

as determined or approved by: KYLE.GRAYSON@MODOT.MO.GOV

NEPA Approval/Proceed to A-date Request: 04/11/2022

Re-evaluation Date:

NEPA Classification: PCE

This project qualifies for the programmatic categorical exclusion under Item#: 28

All Environmental Issues Cleared: 04/15/2022

Commitments and/or Comments to Sponsor: UPDATE 4/8/2022: This project qualifies for a PCE NEPA classification. All environmental issues have been cleared. 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. INITIAL: A Programmatic Categorical Exclusion (PCE) NEPA classification is anticipated for this proposed project. The NEPA approval date will be given once the Cultural Resources, Threatened & Endangered Species, and Public Lands sections are cleared. THE LPA/CONSULTANT SHOULD REVIEW ALL SECTIONS ABOVE INCLUDING THOSE MARKED AS CLEARED/GREEN. DO NOT CLEAR ANY TREES UNTIL TE SPECIES IS COMPLETE AND NEPA APPROVAL HAS BEEN GIVEN.

Attachments:

PCE NEPA Concurrence_04.11.22.pdf