

**PROJECT SPECIFICATIONS FOR:**  
**Market Street Improvements and**  
**Fifth Street Active Transportation**

**STP-5507(607) & TAP-5445(613)**



3-19-2026



*Jefferson County, Missouri* Dennis Gannon  
County Executive

**DEPARTMENT OF PUBLIC WORKS**

**Jason Jonas, P.E. - Director**

P.O. BOX 100

HILLSBORO, MO 63050

Telephone: 636-797-5340

Fax: 636-797-5565

Web Address: [www.jeffcomo.org](http://www.jeffcomo.org)

**APPROVED FOR CONSTRUCTION**

BY: \_\_\_\_\_

Jason Jonas, P.E. - Public Works Director / County Engineer

DATE: \_\_\_\_\_

3-19-2026

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## BID NOTICE

Sealed bids for Market Street Improvements and Fifth Street Active Transportation STP-5507(607) & TAP-5445(613) will be received at the office of The Department of the County Clerk, Jefferson County Administration Center, 729 Maple Street, Hillsboro, Missouri until 2:00 o'clock P.M. on, April 14th, 2026, and at that time will be publicly opened and read. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted electronically will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened.

The proposed work includes: Sidewalks, closed drainage, parking, pedestrian lighting, signage, and reconstruction of the roadway. The projects will extend from Fifth Street and High Street to Beckett, to Fourth Street and Market, down Market Street to Front Street, and down Front Street to Windsor Harbor.

**All bidders submitting a bid must attend the Pre-Bid Meeting to be held at the Jefferson County Annex building located at 725 Maple Street, Hillsboro, MO 63050, in Conference Room 206, starting at 2:00 o'clock P.M. on APRIL 1, 2026. The listed Project Manager from the Jefferson County Department of Public Works shall hold the Pre-Bid Meeting to allow all bidders to view the county provided materials and inquire about and identify any variables associated with the project. A bid submitted from a bidder not in attendance at the Pre-Bid Meeting shall not be considered. Please call (636) 797-5342 with any questions, or special accommodations.**

Work shall be in accordance with the provided Specifications, Job Special Provisions, and Plans. Where not specifically covered by the Specifications, or Job Special Provisions or Plans, the Contractor shall adhere to the currently effective 2025 Edition of the "Missouri Standard Specifications for Highway Construction", and the currently effective "MoDOT Standard Plans for Highway Construction." **The contractor shall have a start date of November 1, 2026, and a completion date of October 1, 2027.**

Plans and specifications for this project will be available, at no cost, downloadable files from the Jefferson County website (<https://www.jeffcomo.gov/bids.aspx>), beginning Friday, March 20, 2026.

The bidder will be responsible to check the County's website for addendum(s) regarding this project prior to bid opening. All potential bidders must complete the "Plan Holder Contact Information" form and submit this form to Public Works at [pwprojects@jeffcomo.org](mailto:pwprojects@jeffcomo.org) and request placement on the bidder's list.

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

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

All bidders must be on MoDOT's Qualified Contractor List per Section 102.2 of the Missouri Standard Specifications for Highway Construction, 2025 Edition. **The contractor questionnaire must be on file 7 days prior to bid opening.**

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

A cashier's check or bid bond in the amount of 5% shall be submitted with each proposal. A certificate of insurance shall be submitted with each proposal.

All bids shall be made on the forms provided. Three (3) copies of the bid must be submitted, one (1) being original inked. Jefferson County, Missouri reserves the right to reject any or all bids, to waive any informality in the bids received, and to award the contract to the lowest, responsive, responsible bidder, with MoDOT concurrence.

No 2nd tier subcontracting will be allowed on this project.

END BID NOTICE



# Jefferson County, Missouri

Dennis Gannon  
County Executive

## DEPARTMENT OF PUBLIC WORKS

**Jason Jonas, P.E. - Director**

Telephone: 636-797-5340 · Fax:  
636-797-5565 Web Address:  
www.jeffcomo.org

# BID SUBMITTAL

## Market Street Improvements and Fifth Street Active Transportation

**PROJECT NUMBER: STP-5507(607) & TAP-5445(613) FUNDING SOURCE FHWA STP**

**ROUTE: Market Street & Fifth Street**

**STRUCTURE NO.: N/A**

**PROJECT ROBERT RUSSELL  
MANAGER:**

**636.797.5342**

**RRUSSELL@JEFFCOMO.ORG**

**BID SUBMITTAL DEADLINE: April 14th, 2026 2:00PM**

**BIDDER'S NAME: \_\_\_\_\_**

**COMMUNICATIONS CONCERNING THIS BID SHALL BE ADDRESSED TO THE FOLLOWING:**

Name: \_\_\_\_\_ Title: \_\_\_\_\_ Phone ( ) -

Email: \_\_\_\_\_ Address: \_\_\_\_\_

**IN ORDER TO BE CONSIDERED A RESPONSIVE, RESPONSIBLE BIDDER, THE CONTRACTOR MUST READ, UNDERSTAND, COMPLETE AND SUBMIT 3 COPIES (1 ORIGINAL) OF ALL FORMS WITHIN THIS BID SUBMITTAL PACKAGE (THIS COVER AND ALL SHEETS WITH THE BID SUBMITTAL BORDER), ALONG WITH OTHER SUBMITTAL REQUIREMENTS AS STATED ON THE BIDDER CHECKLIST.**

Jefferson County, Missouri does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

**PLAN HOLDER CONTACT INFORMATION**

**All potential bidders must complete this form and submit it to the Jefferson County email address listed below in order to provide contact information as required. All other plan holders may submit this form at their own option. Addendums will be posted on the county website. In the event of disruption of website services, all such information will be communicated to all registered plan holders.**

PROJECT NAME: Market Street Improvements and Fifth Street Active Transportation  
PROJECT NO.: STP-5507 (607) and TAP-5445 (613)  
PLANS AND SPECIFICATIONS: <https://www.jeffcomo.gov/bids.aspx>  
FOR PLANS/SPECS: Free download (Click above link or copy and paste into browser)  
BID OPENING DATE / TIME: April 14th, 2026 2:00PM  
PRE-BID MEETING DATE / TIME: April 1st, 2026 at 2:00 PM

Contact Information: (All Information is Required)

Company Name (If Applicable): \_\_\_\_\_

Plan Holder Name / Contact: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Email this completed form to: [pwprojects@jeffcomo.org](mailto:pwprojects@jeffcomo.org)

**BIDDER'S CHECKLIST**

Complete and Submit Plan Holder Contact Information Form prior to bid submittal (email before bid opening)

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 Standard Specifications, and Rule 7 CSR 10-15.900, "Prequalification to Bid of Certain Contractors". Questionnaire and Contact information are provided on MoDOT's website (required on all county road and bridge projects)

A complete bid package includes all of the following items. Bidder shall submit **3 copies** of the complete set of bid documents. One (1) copy shall be original inked or typed, with proper signatures, no white-out, and no initialed changes. The other two (2) copies may be exact legible duplicates of the original inked copy:

- a) Bid Submittal Cover Sheet with bidder's name printed or typed
- b) Instructions and Notices to Contractors initialed on each page, all spaces filled, signed, and including the following:
  - 1. Certification Regarding Anti-collusion (see notice 15)
  - 2. Certification Regarding Use of Contract Funds for Lobbying (see notice 15)
  - 3. Certification Regarding Debarment and Suspension (see notice 15)
  - 4. Certification Regarding Affirmative Action and Equal Opportunity (see notice 15)
- c) Balanced Bid Form, complete, signed, and embossed (if corporation) Including:
  - 1. Addenda (or no addenda) acknowledged (Place temporary removable tab on this sheet for reference)
  - 2. Staple cover letter of all addenda to the back side of the Bid submittal Cover Sheet (If Applicable)
  - 3. Place a noted temporary removable tab on the last bid items sheet for reference during bid opening
  - 4. Acceptance or decline of acceptance for asphalt index pricing option (If applicable)
- d) Bid Bond (Assurance Company form is a valid substitute to generic form herein) or Bid Guaranty - attach cashier's check to the included bid bond form.  
Place a noted temporary removable tab on the bid guaranty/bond sheet for reference during bid opening
- e) Bidder's Acknowledgment completed and signed
- f) Affidavit of Federal Employment Authorization (Annual Worker Eligibility Verification Affidavit)
- g) Enclose Certificate of Insurance

Bids may be submitted in person, or by mail. Bids must be marked received by the Office of the Department of County Clerk prior to the bid opening deadline. The bid package shall be completed, executed, and submitted in a sealed envelope addressed to Jefferson County, Missouri. Provide the vendor name, vendor address, vendor number, county, route and project number on the outside of the envelope.

Disadvantaged Business Enterprise (DBE) Identification Forms shall be submitted to the county within 3 business days of the bid opening. YOU MUST SUBMIT THESE FORMS EVEN IF DBE GOAL NOT SPECIFIED. Forms shall be complete with correct calculations, signed, and submitted to the following email address or fax number:

DBE Form Submittal Email : RRUSSELL@JEFFCOMO.ORG Fax Submittal : 636.797.5565 Attn. ROBERT RUSSELL

- |                  |   |   |
|------------------|---|---|
| Common Mistakes: | a) Not signing the bid  | e) Using pencil to fill out the bid                               |
|                  | b) Not incorporating the addendum into the bidding documents, including attaching the letter to the bid | f) Using white out to make corrections to the itemized bid sheets |
|                  | c) Not providing a bid bond or guaranty check   | g) Not initialing changes made                                    |
|                  | d) Using an unacceptable bid bond form  | h) Not including certificate of Insurance                         |

All questions concerning this bid can be directed to the Project Manager: ROBERT RUSSELL  
636.797.5342 RRUSSELL@JEFFCOMO.ORG

Special Needs: If you have special needs addressed by the Americans with Disabilities Act, please notify the Human Resources Division of the Jefferson County Department of Administration, at 636-797-5071 or through the Missouri Relay System, TDD 1-800-735-2966, at least five (5) working days prior to the bid opening.

# INSTRUCTIONS AND NOTICES TO CONTRACTORS

## BIDDER SHALL INITIAL EACH SHEET ACKNOWLEDGING UNDERSTANDING AND ACCEPTANCE

Sealed bids for the proposed work will be addressed and delivered to the office of The County Clerk, 729 Maple Street, Jefferson County Administration Center, Hillsboro, Missouri until 2:00 o'clock P.M. (DST?) on Month ddth, 2024 , and at that time will be publicly opened. All bids shall be submitted in triplicate in an opaque sealed envelope, marked with the Project title, name and address of the Bidder, and accompanied by the other required documents. Bids submitted via fax or electronic will be rejected. Late Bids will not be accepted and will be returned to the sender, unopened. The prime contractor must be on MoDOT's approved contractor listing at least 7 days before the day of the bid opening in order for Jefferson County to concur with the award of this project. Jefferson County will only concur with awarding the contract to a responsible bidder who has submitted the lowest, responsive bid. A responsive bid is one that meets all requirements of the advertisement and proposal, and "responsible" is defined as one who is physically organized and equipped with the financial wherewithal to undertake and complete the contract.

**(1) PROPOSED WORK:**

The proposed work includes: Sidewalks, closed drainage, parking, pedestrian lighting, signage, and reconstruction of the roadway. The projects will extend from Fifth Street and High Street to Beckett, to Fourth Street and Market, down Market Street to Front Street, and down Front Street to Windsor Harbor.

- (2) PLANS AND SPECIFICATIONS:** Plans (if applicable) and specifications for this project are available through the Jefferson County, Missouri Government website <https://www.jeffcomo.org/bids.aspx> . It is the bidder's responsibility to obtain these documents from the provided source, including copies for use in construction. Paper copies of any documents will require advance notice and are subject to administrative fees for labor and material costs. Plans, specifications, and any other project documents are made available only for the purposes of obtaining bids, and as a resource to the awarded contractor. These documents do not confer a license or grant for any other use.

- (3) CONTRACT DOCUMENTS AND SITE CONDITIONS:** Before submitting a Bid, each Bidder must (a) examine the Contract Documents thoroughly, (b) visit the site to familiarize themselves with local conditions that may in any manner affect cost, progress or performance of the Work, (c) familiarize themselves with federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, progress or performance of the Work; and (d) study and carefully correlate Bidder's observations with the Contract Documents. Each bidder will, at their own expense, make such investigations and tests as the bidder may deem necessary to determine their Bid for performance of the Work in accordance with the time, price and other terms and conditions of the Contract Documents. On request, the County will provide each bidder access to the site to conduct such investigations and tests, as each bidder deems necessary for submission of their Bid. The lands upon which the Work is to be performed rights - of - way for access thereto and other lands designated for use by the Contractor in performing the work are identified in the project specifications or plans.

- (4) COMPLIANCE WITH CONTRACT PROVISIONS:** The bidder, having examined and being familiar with the local conditions affecting the work, and with the contract, contract documents, including the Missouri Highways and Transportation Commission's "Missouri Standard Specifications for Highway Construction, 2025 " and "Missouri Standard Plans for Highway Construction, 2025 " and Supplemental Revisions (if applicable), their revisions, and the request for bid, including appendices, special provisions and plans, hereby proposes to furnish all labor, materials, equipment, services, etc., required for the performance and completion of the work. All specifications published by Missouri Department of Transportation may be obtained from the webpage [www.modot.org](http://www.modot.org). By submitting this bid, the contractor acknowledges that all specifications, including those that are referenced in the bid documents, shall be specifications of the contract. 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. All questions about the meaning or intent of the Contract Documents shall be submitted to the county project manager as stated on the "Bidder Checklist." Replies will be issued by Addenda, mailed, or electronically delivered to all parties recorded by the County Engineer as having received the Bidding Documents. Oral and other interpretations or clarifications will be without legal effect. The bidder must have completed and submitted the Plan Holder's Contact form to be recorded as having received the Bidding Documents. In all documents published by others, the term "Commission" shall be replaced with the term, "Jefferson County", and the term "Engineer" shall be replaced with "Public Works Director/County Engineer." The contracting authority for this contract is Jefferson County, Missouri Department of Public Works.

- (5) PRIME CONTRACTOR REQUIREMENTS:** The prime contractor must be on MoDOT's approved contractor listing at least 7 days before the day of the bid opening in order for MoDOT to concur with the award of this project. 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.

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE \_\_\_\_\_

- (6) **SUBCONTRACTORS:** No subcontract may be awarded by the prime contractor under this contract to anyone without approval of the County. In order for such approval to be obtained the Contractor shall submit a request to subcontract. This is not required for bid submittal. The proposed subcontractor must also submit, through the Contractor, the following documents in an acceptable form:
- a. Copy of any subcontracts, if requested
  - b. Certification by proposed subcontractor regarding equal employment opportunity
  - c. Certification by proposed subcontractor concerning labor standards and prevailing wage requirements;
  - d. Any such other documents and evidence as the County may reasonably request to show that the subcontractor has fully complied with any reporting requirements to which it is or was subject.
  - e. Subcontractor shall have certificate of insurance with the same limits as the prime contractor listing Jefferson County, Missouri Department of Public Works as Additional Insured and as a certified holder. The endorsement is also required.
  - f. Affidavit of Federal Employment Authorization to be completed and turned in by proposed subcontractors.
  - g. E-verify MOU in its entirety.

(7) **SUBCONTRACTOR DISCLOSURE:** Requirements contained within Sec 102.7.12 of the Missouri Standard Specification for Highway Construction shall be waived for this contract. The documents by proposed subcontractors are not required to be attached to the Contractor's Bid.

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

(9) **PERIOD OF PERFORMANCE:** If the bid is accepted, the bidder agrees that work shall be diligently prosecuted at such rate 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: Completion Date of October 1, 2027.

(10) **LIQUIDATION 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: \$ 1,100.00      or One Thousand One Hundred Dollars per Day for STP-5507(607)  
 Liquidated Damages: \$950.00         or Nine Hundred Fifty Dollars per Day for TAP-5445(613)

(11) **BID GUARANTY:** The bidder shall submit a Bid Guaranty. The project bid bond form is included in the bid book. The bidder shall mark the box here to identify the type of Bid Guaranty.

- Paper Bid Bond
- Cashier's Check

Bid Guaranty shall be made payable to the Owner, in the amount of five percent of the Bidder's maximum Bid price and in the form of a certified or bank check or a Bid Bond (on the form attached, if a form is prescribed) issued by a Surety. The Bid Security of the Successful Bidder will be retained until such Bidder has executed the Agreement and furnished the required Contract Security within 15 days of the Notice of Award. Failure to do so may result in the annulment of the Notice of Award and forfeiture of the Bid Security. The Bid Security of any Bidder whom the Owner believes to have a reasonable chance of receiving the award may be retained by the Owner until the earlier of the seventh day after the "Effective date of the Agreement" (which is the date the agreement has been executed by all parties) by Owner to Contractor and the required Contract Security is furnished or the sixty-first day after the Bid opening. Bid securities by other bidders, in the form of a check or other collateral, will be returned within seven days of the Bid opening.

(12) **SUBSTITUTE MATERIALS, EQUIPMENT, AND VALUE ENGINEERING:** The Contract, if awarded, will be on the basis of material and equipment specified in the Drawings or Supplemental Specifications, with consideration of possible substitution proposals to be prior to bid opening if approved by County; proposals must be sent to County at least seven (7) calendar days in advance of bid opening; County may reply with approval or denial no later than twenty-four (24) hours prior to bid opening; if no approval or denial is received, then bidder is to assume rejection. Whenever it is indicated in the Drawings or Supplemental Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by a Contractor, it must first be proven to be acceptable by the county. Proposals to alter the project design or specifications, otherwise known as "Value Engineering," must also be proposed and accepted or denied by the County. Application for such acceptance will be considered by County Engineer before or after the "effective date of the Agreement". If the bidder submits the proposal prior to the bid opening, then bidder must follow the 7-day, 24-hour rule as stated above. Bidders shall receive the rights to the financial incentive for any approved value engineering proposals; However, the County will not be responsible for any costs that exceed a unit cost bid item. The bidder shall receive the benefit of any economy resulting from value engineering proposal in the form of a reduced total bid that may result in a contract award. See MoDOT Specification in section 104.6 for reference.

- (13) **MATERIALS INSPECTION**: 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.
- (14) **ANTIDISCRIMINATION**: The Contracting Authority hereby notifies all bidders that it will affirmatively ensure that in 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.
- (15) **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.
- (16) **BUY AMERICA REQUIREMENTS**: Buy America Requirement apply on this project. See Job Special Provisions.
- (17) **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.
- (18) **PREVAILING WAGE (FEDERAL AND STATE)**: This contract requires the payment of no less than 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. 32", 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. The contractor will forfeit a penalty to the contracting public body of \$100 per day (or portion of a day) for each worker that is paid less than the prevailing rate for any work done under the contract by the contractor or by any subcontractor. 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.
- (19) **DBE (DISADVANTAGED BUSINESS ENTERPRISE) PROGRAM**: The DBE goal for this project is **0** %.  
 Even if a DBE goal is zero or not established, the bidder shall complete and return the included DBE submittal forms (Sheets 25 - 27 ) by 4pm on the third (3<sup>rd</sup>) business day following the bid opening date. Instructions for submittal are at the top of the Second(2<sup>nd</sup>) DBE Submittal Form.  
 If the bidder does not meet the established project DBE goal, award of contract can only be made if the bidder can document and demonstrate good faith effort to meet the goal. MoDOT will review and make a determination of the good faith effort.  
 Only those DBE firms listed on the MRCC DBE Directory will be allowed to count for participation toward the established DBE goal. DBE's must be listed on the MRCC DBE Directory at the time of the bid opening.
- (20) **ON THE JOB TRAINING PROGRAM**: Training and upgrading of minorities and women to journey status is a primary objective of the On The Job training requirement. The number of trainee hours provided under this contract will be:  
**One the Job Training Goal: 0 slot(s) at 1000 hours per slot or 0 hours.**  
 Contract compliance guidelines can be found at <https://www.modot.org/job-training/contract-compliance>  
 By submitting this bid, the bidder certifies that the bidder is familiar with the Training Provision.

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE \_\_\_\_\_

**(21) 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. See General Provision 43 for further details.

**(22) ADDENDUM ACKNOWLEDGEMENT:** An addendum, if issued, will be posted on the County’s website (Jeffcomo.org in same location as these specifications), and will be emailed to the provided contact on the “Plan Holder Information Request” form. Bidder must submit the plan holder contact form, with a valid email contact, to receive any addenda notifications. By submitting a bid, the bidder acknowledges they were afforded equal opportunity to gain access and knowledge of any addenda. The County shall not be held liable for a bidder’s failure to provide proper contact information leading to the failure of acknowledging any contract modifications. The undersigned states that all addenda (if applicable) have been received, acknowledged and incorporated into their bid, prior to submittal. Acknowledgement of addenda shall be completed in the appropriate section of the “Bid Form”, after the bid line items. Bidder shall also staple the first sheet (cover page that has the engineer’s seal) of the addendum to the back side of the first sheet of the bid submittal package. If no addendum issued, bidder shall note this within the same section of the “Bid Form”

**(23) 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 with the bid.** A sample Affidavit of Compliance can be found at the Missouri Attorney General’s website at the following link:

[https://labor.mo.gov/sites/labor/files/pubs\\_forms/PW-4-AI.pdf](https://labor.mo.gov/sites/labor/files/pubs_forms/PW-4-AI.pdf)

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

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

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

BIDDER’S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE \_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

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

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

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

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

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

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

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

Attest:

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

Affix Corporate Seal (If Bidder is a Corporation)

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

**(25) MODIFICATION AND WITHDRAWAL OF BIDS:** Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. If, within twenty-four hours after Bids are opened, any Bidder files a duly signed written notice with the County and promptly thereafter demonstrates, to the reasonable satisfaction of the County, that there was a material and substantial mistake in the preparation of their Bid, that Bidder may withdraw their bid. Thereafter, that Bidder will be disqualified from further bidding on the proposed contract, or any future contracts related to the original.

**(26) OPENING OF BIDS:** Bids will be opened publicly. All Bids shall remain open for sixty days after the day of the Bid opening. The County may, at their sole discretion, release any Bid, and return the Bid Security prior to that date. The County reserves the right to reject any and all bids, to waive any or all informalities, and to reject any non-responsive bids. In evaluating Bids, the County shall require Bidders to be on MoDOT's approved contractor list at least 7 days before the day of the bid opening. The County retains sole authority to determine whether the Bid meets all requirements of the advertisement and proposal, and any alternates, and all unit prices requested in the Bid forms are provided in an acceptable manner.

**(27) AWARD OF CONTRACT:** This project will be awarded to the lowest, responsive, responsible bidder. The County may consider the qualifications and experience of prime contractors, subcontractors, and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of Subcontractors and other persons and organizations must be submitted as provided. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by the County. The County may conduct such investigations as they deem necessary to assist in the evaluation of whether any Bid is responsive in accordance with the Contract Documents to the County's satisfaction within the prescribed time. If the contract is to be awarded, the County will give the Successful Bidder a Notice of Award within sixty days after the date of the Bid opening. Section 39 of the General Provisions set forth the County's requirements as to performance and other Bonds. When the Successful Bidder delivers the executed Agreement to the County it shall be accompanied by the required Contract Security. When the County gives a Notice of Award to the Successful Bidder, it will be accompanied by at least three unsigned counterparts of the Agreement and all other Contract Documents. Within fifteen days thereafter Contractor shall sign and deliver at least four counterparts of the Agreement to the County with all other Contract Documents attached. The County will return one executed Contract Agreement to the Contractor.

**(28) FAILURE TO EXECUTE AGREEMENT:** Failure to execute the agreement and to file the acceptable contract bonds within 15 days after the unexecuted agreement has been mailed to the bidder, shall be just cause for the cancellation of the award and the forfeiture of the bid guaranty. A bidder failing to file an acceptable bid or contract bond from an approved surety, or failing to execute the agreement within the time provided, shall result in a cancellation of the award to that bidder, and disqualify that bidder, and any other firm having common ownership or control with that bidder, from performing any work on the county project or projects which are the subject of that bid, as a prime contractor, a subcontractor, or a supplier.

**(29) ITEMIZED BID:** The Bidder shall indicate, in U.S. Dollar figures, a unit price for each item on the form, the product of the respective quantities and unit prices in the column provided, the subtotal for each item group, and the gross sum (Total Bid). In case of discrepancy between the gross sum shown on the bid and that obtained by adding the products of the quantities of work and the unit prices, the bidder agrees that the unit prices shall govern, and any errors found in said products and gross sum may be corrected by the County. Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature. Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature. The bid shall also satisfy all of the following requirements:

- a) Bid Forms must be completed in ink or by typed font. Corrections shall be crossed out and initialed in ink
- b) 3 (Three) copies of the entire bid document shall be included with submittal. Only one required to be original ink.
- c) Bids submitted in person shall be enclosed in an opaque, sealed envelope, and the Project Title, Project Number, Name and address of the bidder, and contact name and phone number, shall be noted on the outside of the envelope. Bid shall be delivered to the office of the County Clerk, 725 Maple Street, Hillsboro, MO 63050. Bids submitted by mail or delivery system shall include all of the afore mentioned notation, with the sealed envelope placed within an outer envelope for mailing. The outer envelope shall have the notation "BID ENCLOSED". Bids must be stamped as received by the county clerk's office prior to the deadline stated in the Bid Notice, or as noted in any addenda that modifies the bid submittal deadline.
- d) The bid shall contain an acknowledgment of receipt of all or no Addenda (shall be completed on the Bid Form).
- e) The address, phone number, and email, to which communications regarding the Bid are to be directed, must be shown.
- f) Failure to submit the following documents prior to bid opening makes the bid non-responsive and ineligible for award:
  - a. Complete and Submit Plan Holder's List Form prior to bid submittal (email before bid opening)
  - b. Bid Submittal Cover Sheet with bidder's name printed or typed
  - c. Instructions and Notices to Contractors initialed on each page, all spaces filled, signed.
  - d. Balanced Bid Form, complete, signed, and embossed (if corporation), **addenda acknowledged and 1<sup>st</sup> sheet attached**
  - e. Bid Guaranty/Bid Bond (Assurance Company's form is valid substitute to generic form herein)
  - f. Bidder's Acknowledgement completed and signed
  - g. Affidavit of Federal Employment Authorization (Annual Worker Eligibility Verification Affidavit)
  - h. Enclose Certificate of Insurance

The County does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents. The bidder should complete the following section in accordance with Sec 102.7. The bidder proposes to furnish all labor, materials, equipment, services, etc. required for the performance and completion of the work, as follows:

BIDDER'S INITIALS INDICATING UNDERSTANDING AND ACCEPTANCE

# BID FORM

TO: JEFFERSON COUNTY, MISSOURI

BID FOR: Market Street Improvements and Fifth Street Active Transportation

PROJECT NO. : STP-5507(607) & TAP-5445(613)

1. The undersigned BIDDER proposes and agrees, if this BID is accepted, to enter into an Agreement with the County in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty days after the day of Bid opening. BIDDER will sign the Agreement and submit all documents required within fifteen (15) days after the COUNTY'S Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
  - (a) BIDDER has examined the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary; and
  - (b) This Bid is genuine and not made in the interest of or on 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; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for themselves any advantage over any other Bidder or over the County.
4. Unit Prices:

Bidder will complete the project for the following unit prices. It is understood that the quantities given for the following bid items are not guaranteed by the Jefferson County Department of Public Works and are used solely for the purpose of comparing bids and awarding the contract, and may or may not represent the actual quantities encountered on the job, and that the sum of quantities listed below, multiplied by the unit price shall constitute the gross sum bid.

(THIS SPACE INTENTIONALLY LEFT BLANK)

(Enter Unit Prices Beginning on Next Sheet)

**MARKET STREET IMPROVEMENTS**

**STP-5507(607)**

<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>TOTAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1		
206-30.00	CLASS 3 EXCAVATION	CY	927		
207-99.09	LINEAR GRADING CLASS 2, MODIFIED	STA	21.1		
304-05.04	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	3,057		
304-99.07	PICP SUBBASE STONE	CY	420		
310-50.03	GRAVEL (A) OR CRUSHED STONE (B)	SY	144		
401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TONS	177.3		
407-10.07	TACK COAT - NON TRACKING	GAL	165		
502-13.08	CONCRETE PAVEMENT (8 IN. NON-REINFORCED, 15 FT. JOINTS)	SY	51.2		
502-99.05	CONCRETE PAVEMENT 7 IN. NON-REINFORCED (EXPOSED AGGREGATE)	SY	391.9		
502-99.05	PERMEABLE INTERLOCKING CONCRETE PAVEMENT	SY	985.3		
603-99.02	ADJUST TO GRADE WATER VALVE	EA	1		
603-99.02	ADJUST TO GRADE WATER METER	EA	10		
603-99.22	SEWER LATERAL ADJUSTMENTS/RELOCATIONS	EA	6		
604-20.10	ADJUSTING MANHOLE	EA	3		
604-20.20	ADJUSTING BASIN OR INLET	EA	3		
604-40.13	PIPE COLLAR, TYPE C	EA	1		
607-99.03	DECORATIVE FENCE	LF	123		
608-10.12	TRUNCATED DOMES	SF	421		
608-50.07	PAVED APPROACH, 7 IN.	SY	145.9		
608-99.05	CONCRETE CURB RAMP (EXPOSED AGGREGATE)	SY	21.6		
608-99.05	CONCRETE SIDEWALK, 4 IN. (EXPOSED AGGREGATE)	SY	1,616.20		
608-99.05	CONCRETE SIDEWALK, 7 IN. (EXPOSED AGGREGATE)	SY	333.4		
609-99.03	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S (EXPOSED AGGREGATE)	LF	47		
609-99.03	PAVER GUTTER	LF	2,208		
614-11.20	CURVED VANE GRATE AND FRAME (2 FT. X 2 FT.)	EA	14		
614-30.13	MANHOLE FRAME AND COVER, TYPE 3	EA	7		
616-10.98A	CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE - CONTRACTOR FURNISHED AND RETAINED	EA	1		
616-99.01	LUMP SUM TEMPORARY TRAFFIC CONTROL	LS	1		
618-10.00	MOBILIZATION	LS	1		
622-10.01	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (3 IN. THICK OR LESS)	SY	1,638		
624-99.05	GEOMEMBRANE LINEAR SYSTEM	SY	165		
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1		
703-20.02	CLASS B CONCRETE (MISC.)	CY	4.2		
706-10.00	REINFORCING STEEL	LBS	210		
720-99.04	SMALL BLOCK RETAINING WALL	SF	118		
726-10.12	12 IN. PIPE GROUP A	LF	672		
726-10.15	15 IN. PIPE GROUP A	LF	92		
726-99.03	DOWNSPOUT DRAIN PIPE ADJUSTMENT	LF	95		
731-00.48	PRECAST CONCRETE MANHOLE - 48 IN.	FT	25		
731-10.22	PRECAST CONCRETE DROP INLET 2 FT X 2 FT	FT	42		
803-10.00A	TURF TYPE TALL FESCUE SODDING	SY	655		
803-99.05A	LANDSCAPING RESTORATION	SY	13		
806-10.07A	CURB INLET CHECK	EA	17		
806-10.16	SEDIMENT REMOVAL	CY	139		

806-99.03	COMPOST FILTER SOCK	LF	1,206		
901-99.02	POT HOLING UTILITY FACILITIES	EA	22		
903-99.02	REMOVE & RELOCATE GROUND MOUNT SIGN	EA	2		
903-99.02	REMOVE & RELOCATE GROUND MOUNT SIGN SPECIAL	EA	5		
903-99.04	PERMANENT SIGNING	SF	110		
<b>BASE CONSTRUCTION COST</b>					
<b>ADD ALTERNATE A</b>					
901-30.04	CONDUIT, 3 IN. RIGID, IN TRENCH	LF	3,300		
901-40.04	CONDUIT, 3 IN. RIGID, PUSHED	LF	82		
901-61.10	PULL BOX, PREFORMED CLASS 1	EA	17		
901-61.12	PULL BOX, PREFORMED CLASS 3	EA	2		
901-70.02	CABLE, 2 AWG 1 CONDUCTOR	LF	4720		
901-70.04	CABLE, 4 AWG 1 CONDUCTOR	LF	4,870		
901-70.06	CABLE, 6 AWG 1 CONDUCTOR	LF	3,330		
901-70.08	CABLE, 8 AWG 1 CONDUCTOR	LF	8,310		
901-71.10	CABLE, 10 AWG 1 CONDUCTOR, POLE AND BRACKET	LF	610		
901-99.02	12 FT. PEDESTRIAN LIGHT POLE	EA	17		
901-99.02	PEDESTRIAN LED LUMINAIRE	EA	17		
901-99.02	POLE FOUNDATION (12 FT. MOUNTING HEIGHT)	EA	17		
901-99.02	PAD MOUNTED 240V POWER SUPPLY AND LIGHTING CONTROLLER	EA	1		
<b>ADD ALTERNATE A CONSTRUCTION COST</b>					
<b>CONSTRUCTION COST GRAND TOTAL (BASE + ADD ALTERNATE A)</b>					

**FIFTH STREET ACTIVE TRANSPORTATION**

**TAP-5445(613)**

<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>TOTAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1		
206-30.00	CLASS 3 EXCAVATION	CY	345		
207-99.09	LINEAR GRADING CLASS 2, MODIFIED	STA	8.2		
304-01.83	TYPE 1 AGGREGATE FOR BASE (8 IN. THICK)	SY	80		
304-05.04	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	1,131		
310-50.03	GRAVEL (A) OR CRUSHED STONE (B)	SY	226		
401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TONS	225		
407-10.07	TACK COAT - NON TRACKING	GAL	199		
502-13.08	CONCRETE PAVEMENT (8 IN. NON-REINFORCED, 15 FT. JOINTS)	SY	117.3		
502-99.05	CONCRETE PAVEMENT 7 IN. NON-REINFORCED (EXPOSED AGGREGATE)	SY	128.7		
604-20.10	ADJUSTING MANHOLE	EA	1		
608-50.07	PAVED APPROACH, 7 IN.	SY	10		
609-10.10	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	LF	153		
609-10.51	CURB AND GUTTER TYPE A	LF	24		
609-10.52	CURB AND GUTTER TYPE B	LF	667		
609-99.03(A)	INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE A (EXPOSED AGGREGATE)	LF	124		
609-99.03(B)	PAVED GUTTER	LF	71		
608-10.12	TRUNCATED DOMES	SF	126		
608-99.05	CONCRETE CURB RAMP (EXPOSED AGGREGATE)	SY	107.7		
608-99.05	CONCRETE SIDEWALK, 4 IN. (EXPOSED AGGREGATE)	SY	458.00		
608-99.05	CONCRETE SIDEWALK, 7 IN. (EXPOSED AGGREGATE)	SY	61.9		
614-11.20	CURVED VANE GRATE AND FRAME (2 FT. X 2 FT.)	EA	1		
614-30.10	MANHOLE FRAME AND COVER, TYPE 1-A	EA	2		
614-99.02	SINGLE STREET CURB INLET TOP	EA	4		
616-10.98A	CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE - CONTRACTOR FURNISHED AND RETAINED	EA	1		
616-99.01	LUMP SUM TEMPORARY TRAFFIC CONTROL	LS	1		
618-10.00	MOBILIZATION	LS	1		
620-60.01D	4 IN. YELLOW CLAS 1 PAVEMENT MARKING PAINT (18 MIL, TYPE P BEADS)	LF	205		
620-61.24B	24 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18 MIL, TYPE P BEADS)	LF	60		
622-10.01	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (3 IN. THICK OR LESS)	SY	1,993		
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1		
726-10.12	12 IN. PIPE GROUP A	LF	404		
726-10.15	15 IN. PIPE GROUP A	LF	58		
731-00.48	PRECAST CONCRETE MANHOLE - 48 IN.	FT	8		
731-10.22	PRECAST CONCRETE DROP INLET 2 FT X 2 FT	FT	3		
731-99.13	SINGLE STREET INLET	FT	20		
803-10.00A	TURF TYPE TALL FESCUE SODDING	SY	910		
806-10.07A	CURB INLET CHECK	EA	5		
806-10.16	SEDIMENT REMOVAL	CY	73		
806-99.03	COMPOST FILTER SOCK	LF	678		
901-99.02(A)	POT HOLING UTILITY FACILITIES	EA	10		
903-99.02(B)	REMOVE & RELOCATE GROUND MOUNT SIGN SPECIAL	EA	1		
903-99.04	PERMANENT SIGNING	SF	29		
<b>BASE CONSTRUCTION COST</b>					

<b>ADD ALTERNATE A</b>					
901-30.03	CONDUIT, 3 IN. RIGID, IN TRENCH	LF	1,312		
901-40.03	CONDUIT, 3 IN. RIGID, PUSHED	LF	241		
901-61.10	PULL BOX, PREFORMED CLASS 1	EA	10		
901-61.12	PULL BOX, PREFORMED CLASS 3	EA	2		
901-70.04	CABLE, 4 AWG 1 CONDUCTOR	LF	3,150		
901-70.06	CABLE, 6 AWG 1 CONDUCTOR	LF	2,160		
901-70.08	CABLE, 8 AWG 1 CONDUCTOR	LF	4,600		
901-71.10	CABLE, 10 AWG 1 CONDUCTOR, POLE AND BRACKET	LF	360		
901-99.02(B)	12 FT. DECORATIVE PEDESTRIAN LIGHT POLE	EA	10		
901-99.02(C)	DECORATIVE PEDESTRIAN LED LUMINAIRE	EA	10		
901-99.02(D)	CONCRETGE POLE FOUNDATION	EA	10		
901-99.02(E)	PAD MOUNTED 120/240V COMBINATION POWER SUPPLY AND LIGHTING CONTROLLER WITH AUXILIARY CIRCUITS FOR GFCI OUTLETS	EA	1		
<b>ADD ALTERNATE A CONSTRUCTION COST</b>					
<b>FIFTH STREET CONSTRUCTION COST GRAND TOTAL (BASE + ADD ALTERNATE A)</b>					

<b>GRAND TOTALS</b>	
<b>MARKET STREET &amp; FIFTH STREET - COMBINATION BID BASE CONSTRUCTION COSTS</b>	
<b>MARKET STREET &amp; FIFTH STREET - COMBINATION BID TOTAL (BASE + ADD ALTERNATE A)</b>	

5. BIDDER agrees that the work will be completed within the time period specified below or the contractor shall pay the county, not as a penalty but as liquidated damages, a sum equal to the amount specified below for each day, as defined by Sec 108 of the 2025 edition of the "Missouri Standard Specifications for Highway Construction", elapsing between the expiration of such time limit, excluding any extentions of time granted by the engineer:

TIME PERIOD: Completion Date of October 1, 2027  
 LIQUIDATED DAMAGES: \$ 1,100.00 or One Thousand One Hundred Dollars per Day for STP-5507(607)  
 \$ 950.00 or Nine Hundred Fifty Dollars per Day for TAP-5445(613)

6. The County reserves the right to negotiate additional terms for the time of completion with the successful bidder.  
 7. The terms used in this Bid which are defined in the General Provisions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Provisions.  
 8. Bidder has examined all Contract Documents including, but not limited to, the Bidder's Checklist, Bid Notice, Instructions and Notices to Contractors, and the following Addenda, if applicable. Bidder must acknowledge all addenda to be considered responsive:

NO.	Date Released	Bidder's Initials	
1	/ /20__		
2	/ /20__		* Initial in Above * Box if Acknowledging No Addenda
3	/ /20__		
4	/ /20__		

COMPLETE BID SUBMITTED on \_\_\_\_\_, 20\_\_

By \_\_\_\_\_  
 (Corporation Name)

\_\_\_\_\_  
 (State of Incorporation)

\_\_\_\_\_  
 (dba Name, if Applicable)

By \_\_\_\_\_  
 (Typed Name of Person Authorized to Sign)

x \_\_\_\_\_  
 (Signature of Authorized Person)

(Affix Corporate Seal)

\_\_\_\_\_  
 (Title)

Attest \_\_\_\_\_  
 (Typed Name of Secretary)

x \_\_\_\_\_  
 (Signature of Secretary)

Business Address:  
 \_\_\_\_\_

Business Phone: ( \_\_\_\_ ) \_\_\_\_ - \_\_\_\_\_

\_\_\_\_\_

# **BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that we \_\_\_\_\_  
as principal and \_\_\_\_\_  
as surety, are held and firmly bound unto Jefferson County, Missouri, in the penal sum  
of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) to be paid to the county,  
the principal and surety binding themselves, their heirs, executors, administrators, successors, and assigns, jointly and  
severally, firmly by these presents.

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

THE CONDITION OF THIS OBLIGATION is such that

WHEREAS the principal is submitting herewith a bid to the County on route(s) \_\_\_\_\_  
\_\_\_\_\_  
project (s) \_\_\_\_\_

for construction or improvement of County road(s) as set out in said bid;

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

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

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

\_\_\_\_\_  
Principal

SEAL By \_\_\_\_\_  
Signature

\_\_\_\_\_  
Surety

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

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

# BIDDER'S ACKNOWLEDGMENT

(Complete and fill out all parts applicable, and strike out all parts not applicable)

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me appeared \_\_\_\_\_ to me personally known, who, being by me first duly sworn, did say that they executed the forgoing Proposal with full knowledge and understanding of all its terms and provisions and of the plans and specifications; that the correct legal name and address of the Bidder (including those of all partners or joint ventures) is fully and correctly set out above; that all statements made therein by or for the Bidder are true; and

(if a sole individual) acknowledged that they executed the same as their free act and deed.

(if a partnership or joint venture) acknowledged that they executed the same, with written authority from, and as the free act and deed of, all said partners or joint venturers.

(if a corporation) that they are the \_\_\_\_\_  
(President or other agent)

of \_\_\_\_\_; that the above Proposal was signed and sealed in behalf of said corporation by authority of its board of directors; and they acknowledged said proposal to be the free act and deed of said corporation.

Witness my hand and seal at \_\_\_\_\_, \_\_\_\_\_ The day  
and year first above written.

(SEAL) \_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_ 20 \_\_\_\_\_

# ANNUAL WORKER ELIGIBILITY VERIFICATION AFFIDAVIT

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

STATE OF \_\_\_\_\_ )  
 ) ss

COUNTY OF \_\_\_\_\_ )

On the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, personally known 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 state 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 \_\_\_\_\_ of \_\_\_\_\_, and I am duly authorized, directed, and/or empowered to act officially and properly on behalf of this business entity.

• I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by Jefferson 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 Jefferson 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 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

• I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

\_\_\_\_\_  
Affiant Signature

Subscribed and sworn to before me in \_\_\_\_\_, \_\_\_\_\_, the day and year first above-written.  
city (or county) state

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

My commission expires:

***[documentation of enrollment/participation in a federal work authorization program attached]***



**DBE Submittal Forms - LPA**

**(6) DBE Submittal Forms:** This form must be submitted by 4 p.m. three (3) business days after bid opening. You may also use the Excel version located at:  
[https://epg.modot.org/forms/CM/DBE\\_ Identification\\_Submittal\\_Form\\_LPA\\_Excel.xlsm](https://epg.modot.org/forms/CM/DBE_ Identification_Submittal_Form_LPA_Excel.xlsm)

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

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

\_\_\_\_\_ % OF TOTAL FEDERAL CONTRACT

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

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

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# DBE Identification Submittal Form

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

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

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

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

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

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

**Identification of Participating DBE's:** Provide the requested information below for each DBE participating on the project. Submit this information with your bid or no later than 4:00 p.m. on the 3<sup>rd</sup> business day after the bid opening. Contact MoDOT's Business Development and Compliance (BDC) Division at (573) 526-2978 for questions and assistance on completion. **This page of this document must be received for each DBE utilized on the project. A DBE Regular Dealer/Distributor Affirmation Form is required for each DBE firm submitted as a regular dealer or distributor.**

All information must be provided.

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

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

(A) Line No.	(B) Dollar Value of DBE Work** (Unit Price x Quantity of the Item in (A), or Lump Sum)	(C) Dollar value applicable to DBE Goal** (40%, 60%, 100%)	(D) Dollar amount applicable to DBE Goal (B x C)	(E) Percent of total contract amount for line item (D / total contract amount)
<b>DBE Total:</b>			<b>Total %</b>	

\*\*Cannot exceed contract amount for given item of work  
 Trucking services credited at 100% if the DBE owns the trucks or is leasing from a DBE firm  
 Allowed amount of participation will be in accordance with 49 CFR Part 26.  
 Supplier Affirmation Form required for all DBE firms submitted as suppliers.  
 Brokered services will only receive credit for fees.

Respectfully submitted:

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

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

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

**Instructions for Completing the  
DBE Identification Submittal Form  
(For Local Program Agency (LPA) Projects)  
(BDC-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 in 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: <https://www.modot.org/welcome-business-development-and-compliance>.

- (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 distributor as that term is defined in 49 CFR Part 26.55, then only 40% of the value in column (B) can be applied towards the contract specific goal. 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. **A Supplier Affirmation Form is required for each DBE firm submitted as a supplier. A copy of this form is provided on the next page.** 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.



DBE Regular Dealer/Distributor

Affirmation Form

Bidder Name:
Contract Name/Number:

Sections 26.53(c)(1) of Title 49 Code of Federal Regulations requires recipients to make a preliminary counting determination for each DBE listed as a regular dealer or distributor to assess its eligibility for 60 or 40 percent credit, respectively, of the cost of materials and supplies based on its demonstrated capacity and intent to perform as a regular dealer or distributor...

DBE Name:
Total Subcontract/Purchase Order Amount:
Authorized DBE Representative (Name and Title):
NAICS Code(s) Related to the Items to be Sold/Leased:

- 1. Will all items sold or leased be provided from the on-hand inventory at your establishment?
a) Are you selling bulk items (e.g., petroleum products, steel, concrete, concrete products, sand, gravel, asphalt, etc.) or items not typically stocked due to their unique characteristics (aka specialty items)?
b) Will at least 51% of the items you are selling be provided from the inventory maintained at your establishment...

\*If 1., 1.a), and 1. b) above are "NO," your performance on the whole will not satisfy the regular dealer requirements; therefore, only the value of items to be sold or leased from inventory can be counted at 60%.

- 2. Will you deliver all bulk or specialty items using distribution equipment you own (or under a long-term lease) and operate?
(If "YES," you have indicated that your performance will satisfy the requirements for a regular dealer of bulk items and may be counted at 60%.)

1 If "NO," your performance will not satisfy the requirements for a regular dealer of bulk items; the value of items to be sold or leased cannot be counted at 60%.

- 3. Will the written terms of your purchase order or bill of lading from a third party transfer responsibility, including risk for loss or damage, to your company at the point of origin (e.g. a manufacturer's facility)?
a) Will you be using sources other than the manufacturer (or other seller) to deliver or arrange delivery of the items sold or leased?

2 If your responses to 3 and 3.a) are "YES," you have indicated that your performance will satisfy the requirements of a distributor; therefore, the value of items sold or leased may be counted at 40%.

3 If you responded "NO" to either 3 or 3.a), counting of your participation is limited to the reasonable cost of fees or commissions charged, including transportation charges for the delivery of materials or supplies; the cost of materials or supplies may not be counted.

I affirm that the information that I provided above is true and correct and that my company's subsequent performance of a commercially useful function will be consistent with the above responses. I further affirm that my company will independently negotiate price, order specified quantities, and pay for the items listed in the bidder's commitment.

Printed Name and Signature of DBE Owner/Authorized Representative:

[Signature line for DBE Owner/Authorized Representative]

The bidder acknowledges its responsibility for verifying the information provided by the DBE named above and ensuring that the counting of the DBE's participation is accurate. Any shortfall caused by errors in counting are the responsibility of the bidder.

Printed Name and Signature of Bidder's Authorized Representative:

[Signature line for Bidder's Authorized Representative]

**AGREEMENT FORM**

THIS AGREEMENT is dated as of \_\_\_\_\_, in the year \_\_\_\_ by and between JEFFERSON COUNTY, MISSOURI (hereinafter called OWNER OR COUNTY) and \_\_\_\_\_ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants herein after set forth and in the amount of \_\_\_\_\_, agree as follows:

**ARTICLE 1. WORK**

CONTRACTOR shall complete all work as specified or indicated in the Contract Documents for the **Market Street Improvements and Fifth Street Active Transportation, Project No.STP-5507(607) & TAP-5445(613)**  
The work includes:

Sidewalks, closed drainage, parking, pedestrian lighting, signage, and reconstruction of the roadway. The projects will extend from Fifth Street and High Street to Beckett, to Fourth Street and Market, down Market Street to Front Street, and down Front Street to Windsor Harbor.

**ARTICLE 2. ENGINEER**

The County has designated the Public Works Director, who is hereinafter called ENGINEER and who has the authority assigned to OWNER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 3. CONTRACT TIME**

3.1 The work will have a start date of **November 1, 2026** and will be completed and ready for final payment in accordance with Section 30 of the General Provisions **by October 1, 2027**.

If the CONTRACTOR is unable to begin work as required, the ENGINEER shall be notified in writing. Unless the ENGINEER gives written approval for a delay in beginning the work, \_\_\_\_\_ days will begin to be counted for liquidated damages. The count will continue until the CONTRACTOR begins full operation. The count will resume when work is suspended, or full operation is not maintained.

3.2 CONTRACTOR agrees that the work will be completed within the time period specified below or the contractor shall pay the County, not as a penalty but as liquidated damages, a sum equal to the amount specified below for each day, as defined by Sec 108 of the 2025 edition of the “Missouri Standard Specifications for Highway Construction”,

elapsing between the expiration of such time limit, excluding any extensions of time granted through executed Change Order(s):

LIQUIDATED DAMAGES:     \$ 1,100.00 or One Thousand One Hundred Dollars per Day for STP-5507(607)  
   \$ 950.00 or Nine Hundred Fifty Dollars per Day for TAP-5445(613)

**ARTICLE 4. CONTRACT PRICE**

4.1 Owner shall pay Contractor for performance of the work in accordance with the contract documents in current funds

**MARKET STREET IMPROVEMENTS**

**STP-5507(607)**

<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>TOTAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1		
206-30.00	CLASS 3 EXCAVATION	CY	927		
207-99.09	LINEAR GRADING CLASS 2, MODIFIED	STA	21.1		
304-05.04	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	3,057		
304-99.07	PICP SUBBASE STONE	CY	420		
310-50.03	GRAVEL (A) OR CRUSHED STONE (B)	SY	144		
401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TONS	177.3		
407-10.07	TACK COAT - NON TRACKING	GAL	165		
502-13.08	CONCRETE PAVEMENT (8 IN. NON-REINFORCED, 15 FT. JOINTS)	SY	51.2		
502-99.05	CONCRETE PAVEMENT 7 IN. NON-REINFORCED (EXPOSED AGGREGATE)	SY	391.9		
502-99.05	PERMEABLE INTERLOCKING CONCRETE PAVEMENT	SY	985.3		
603-99.02	ADJUST TO GRADE WATER VALVE	EA	1		
603-99.02	ADJUST TO GRADE WATER METER	EA	10		
603-99.22	SEWER LATERAL ADJUSTMENTS/RELOCATIONS	EA	6		
604-20.10	ADJUSTING MANHOLE	EA	3		
604-20.20	ADJUSTING BASIN OR INLET	EA	3		
604-40.13	PIPE COLLAR, TYPE C	EA	1		
607-99.03	DECORATIVE FENCE	LF	123		
608-10.12	TRUNCATED DOMES	SF	421		
608-50.07	PAVED APPROACH, 7 IN.	SY	145.9		
608-99.05	CONCRETE CURB RAMP (EXPOSED AGGREGATE)	SY	21.6		
608-99.05	CONCRETE SIDEWALK, 4 IN. (EXPOSED AGGREGATE)	SY	1,616.20		
608-99.05	CONCRETE SIDEWALK, 7 IN. (EXPOSED AGGREGATE)	SY	333.4		
609-99.03	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S (EXPOSED AGGREGATE)	LF	47		
609-99.03	PAVER GUTTER	LF	2,208		
614-11.20	CURVED VANE GRATE AND FRAME (2 FT. X 2 FT.)	EA	14		
614-30.13	MANHOLE FRAME AND COVER, TYPE 3	EA	7		
616-10.98A	CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE - CONTRACTOR FURNISHED AND RETAINED	EA	1		
616-99.01	LUMP SUM TEMPORARY TRAFFIC CONTROL	LS	1		
618-10.00	MOBILIZATION	LS	1		
622-10.01	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (3 IN. THICK OR LESS)	SY	1,638		
624-99.05	GEOMEMBRANE LINEAR SYSTEM	SY	165		
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1		
703-20.02	CLASS B CONCRETE (MISC.)	CY	4.2		
706-10.00	REINFORCING STEEL	LBS	210		
720-99.04	SMALL BLOCK RETAINING WALL	SF	118		
726-10.12	12 IN. PIPE GROUP A	LF	672		
726-10.15	15 IN. PIPE GROUP A	LF	92		
726-99.03	DOWNSPOUT DRAIN PIPE ADJUSTMENT	LF	95		
731-00.48	PRECAST CONCRETE MANHOLE - 48 IN.	FT	25		
731-10.22	PRECAST CONCRETE DROP INLET 2 FT X 2 FT	FT	42		
803-10.00A	TURF TYPE TALL FESCUE SODDING	SY	655		
803-99.05A	LANDSCAPING RESTORATION	SY	13		
806-10.07A	CURB INLET CHECK	EA	17		
806-10.16	SEDIMENT REMOVAL	CY	139		

806-99.03	COMPOST FILTER SOCK	LF	1,206		
901-99.02	POT HOLING UTILITY FACILITIES	EA	22		
903-99.02	REMOVE & RELOCATE GROUND MOUNT SIGN	EA	2		
903-99.02	REMOVE & RELOCATE GROUND MOUNT SIGN SPECIAL	EA	5		
903-99.04	PERMANENT SIGNING	SF	110		
<b>BASE CONSTRUCTION COST</b>					
<b>ADD ALTERNATE A</b>					
901-30.04	CONDUIT, 3 IN. RIGID, IN TRENCH	LF	3,300		
901-40.04	CONDUIT, 3 IN. RIGID, PUSHED	LF	82		
901-61.10	PULL BOX, PREFORMED CLASS 1	EA	17		
901-61.12	PULL BOX, PREFORMED CLASS 3	EA	2		
901-70.02	CABLE, 2 AWG 1 CONDUCTOR	LF	4720		
901-70.04	CABLE, 4 AWG 1 CONDUCTOR	LF	4,870		
901-70.06	CABLE, 6 AWG 1 CONDUCTOR	LF	3,330		
901-70.08	CABLE, 8 AWG 1 CONDUCTOR	LF	8,310		
901-71.10	CABLE, 10 AWG 1 CONDUCTOR, POLE AND BRACKET	LF	610		
901-99.02	12 FT. PEDESTRIAN LIGHT POLE	EA	17		
901-99.02	PEDESTRIAN LED LUMINAIRE	EA	17		
901-99.02	POLE FOUNDATION (12 FT. MOUNTING HEIGHT)	EA	17		
901-99.02	PAD MOUNTED 240V POWER SUPPLY AND LIGHTING CONTROLLER	EA	1		
<b>ADD ALTERNATE A CONSTRUCTION COST</b>					
<b>CONSTRUCTION COST GRAND TOTAL (BASE + ADD ALTERNATE A)</b>					

**FIFTH STREET ACTIVE TRANSPORTATION**

**TAP-5445(613)**

<b>ITEM NUMBER</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>TOTAL QUANTITY</b>	<b>UNIT PRICE</b>	<b>TOTAL</b>
202-20.10	REMOVAL OF IMPROVEMENTS	LS	1		
206-30.00	CLASS 3 EXCAVATION	CY	345		
207-99.09	LINEAR GRADING CLASS 2, MODIFIED	STA	8.2		
304-01.83	TYPE 1 AGGREGATE FOR BASE (8 IN. THICK)	SY	80		
304-05.04	TYPE 5 AGGREGATE FOR BASE (4 IN. THICK)	SY	1,131		
310-50.03	GRAVEL (A) OR CRUSHED STONE (B)	SY	226		
401-12.09	BITUMINOUS PAVEMENT MIXTURE PG64-22, (BP-1)	TONS	225		
407-10.07	TACK COAT - NON TRACKING	GAL	199		
502-13.08	CONCRETE PAVEMENT (8 IN. NON-REINFORCED, 15 FT. JOINTS)	SY	117.3		
502-99.05	CONCRETE PAVEMENT 7 IN. NON-REINFORCED (EXPOSED AGGREGATE)	SY	128.7		
604-20.10	ADJUSTING MANHOLE	EA	1		
608-50.07	PAVED APPROACH, 7 IN.	SY	10		
609-10.10	CONCRETE CURB (6 IN. HEIGHT AND UNDER) TYPE S	LF	153		
609-10.51	CURB AND GUTTER TYPE A	LF	24		
609-10.52	CURB AND GUTTER TYPE B	LF	667		
609-99.03(A)	INTEGRAL CURB (6 IN. HEIGHT AND UNDER) TYPE A (EXPOSED AGGREGATE)	LF	124		
609-99.03(B)	PAVED GUTTER	LF	71		
608-10.12	TRUNCATED DOMES	SF	126		
608-99.05	CONCRETE CURB RAMP (EXPOSED AGGREGATE)	SY	107.7		
608-99.05	CONCRETE SIDEWALK, 4 IN. (EXPOSED AGGREGATE)	SY	458.00		
608-99.05	CONCRETE SIDEWALK, 7 IN. (EXPOSED AGGREGATE)	SY	61.9		
614-11.20	CURVED VANE GRATE AND FRAME (2 FT. X 2 FT.)	EA	1		
614-30.10	MANHOLE FRAME AND COVER, TYPE 1-A	EA	2		
614-99.02	SINGLE STREET CURB INLET TOP	EA	4		
616-10.98A	CHANGEABLE MESSAGE SIGN WITHOUT COMMUNICATION INTERFACE - CONTRACTOR FURNISHED AND RETAINED	EA	1		
616-99.01	LUMP SUM TEMPORARY TRAFFIC CONTROL	LS	1		
618-10.00	MOBILIZATION	LS	1		
620-60.01D	4 IN. YELLOW CLAS 1 PAVEMENT MARKING PAINT (18 MIL, TYPE P BEADS)	LF	205		
620-61.24B	24 IN. WHITE CLASS 1 PAVEMENT MARKING PAINT (18 MIL, TYPE P BEADS)	LF	60		
622-10.01	COLDMILLING BITUMINOUS PAVEMENT FOR REMOVAL OF SURFACING (3 IN. THICK OR LESS)	SY	1,993		
627-40.00	CONTRACTOR FURNISHED SURVEYING AND STAKING	LS	1		
726-10.12	12 IN. PIPE GROUP A	LF	404		
726-10.15	15 IN. PIPE GROUP A	LF	58		
731-00.48	PRECAST CONCRETE MANHOLE - 48 IN.	FT	8		
731-10.22	PRECAST CONCRETE DROP INLET 2 FT X 2 FT	FT	3		
731-99.13	SINGLE STREET INLET	FT	20		
803-10.00A	TURF TYPE TALL FESCUE SODDING	SY	910		
806-10.07A	CURB INLET CHECK	EA	5		
806-10.16	SEDIMENT REMOVAL	CY	73		
806-99.03	COMPOST FILTER SOCK	LF	678		
901-99.02(A)	POT HOLING UTILITY FACILITIES	EA	10		
903-99.02(B)	REMOVE & RELOCATE GROUND MOUNT SIGN SPECIAL	EA	1		
903-99.04	PERMANENT SIGNING	SF	29		
<b>BASE CONSTRUCTION COST</b>					

<b>ADD ALTERNATE A</b>					
901-30.03	CONDUIT, 3 IN. RIGID, IN TRENCH	LF	1,312		
901-40.03	CONDUIT, 3 IN. RIGID, PUSHED	LF	241		
901-61.10	PULL BOX, PREFORMED CLASS 1	EA	10		
901-61.12	PULL BOX, PREFORMED CLASS 3	EA	2		
901-70.04	CABLE, 4 AWG 1 CONDUCTOR	LF	3,150		
901-70.06	CABLE, 6 AWG 1 CONDUCTOR	LF	2,160		
901-70.08	CABLE, 8 AWG 1 CONDUCTOR	LF	4,600		
901-71.10	CABLE, 10 AWG 1 CONDUCTOR, POLE AND BRACKET	LF	360		
901-99.02(B)	12 FT. DECORATIVE PEDESTRIAN LIGHT POLE	EA	10		
901-99.02(C)	DECORATIVE PEDESTRIAN LED LUMINAIRE	EA	10		
901-99.02(D)	CONCRETGE POLE FOUNDATION	EA	10		
901-99.02(E)	PAD MOUNTED 120/240V COMBINATION POWER SUPPLY AND LIGHTING CONTROLLER WITH AUXILIARY CIRCUITS FOR GFCI OUTLETS	EA	1		
<b>ADD ALTERNATE A CONSTRUCTION COST</b>					
<b>FIFTH STREET CONSTRUCTION COST GRAND TOTAL (BASE + ADD ALTERNATE A)</b>					

<b>GRAND TOTALS</b>	
<b>MARKET STREET &amp; FIFTH STREET - COMBINATION BID BASE CONSTRUCTION COSTS</b>	
<b>MARKET STREET &amp; FIFTH STREET - COMBINATION BID TOTAL (BASE + ADD ALTERNATE A)</b>	

## ARTICLE 5. PAYMENT PROCEDURES

Contractor shall submit Application for Payment in accordance with Section 33 of the General Provisions. The Engineer as provided in the General Provisions will process application for Payment.

5.1 Progress Payment. Owner will make progress payments per the Contract Bid Price on the basis of the Contractor's Application of Payment as recommended by the Engineer, on or about the First day of each month during the construction as provided below. All progress payments will be on the basis of the Work measured on the job site according to unit of measurement as shown within the job special provisions or Missouri Standard Specifications.

5.1.1 The Engineer may initiate withholding of retainage as provided by Section 109.9 of the Missouri Standard Specifications for Highway Construction. Release of any retained percentage shall be as provided by Section 109.9.

5.1.2 When the Contractor receives any payment from the Engineer, the Contractor shall make prompt payment to subcontractors and suppliers as provided by Section 109.13 of the Missouri Standard Specifications for Highway Construction.

5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with Sections 32-33 of the General Provisions, Owner shall pay the remainder of the Contract Price as recommended by the ENGINEER. ARTICLE

## 6. CONTRACTOR'S REPRESENTATIONS

In order to induce the County to enter into this Agreement CONTRACTOR makes the following representations:

6.1 CONTRACTOR has familiarized themselves with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal laws, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.

6.2 CONTRACTOR has studied carefully all reports of investigations and tests of subsurface and latent physical conditions at the site of otherwise affecting cost, progress or performance of the Work which were relied upon by the ENGINEER in the preparation of the Drawings and Specifications. When the information is available it will either be included in the bid documents or made available at the Jefferson County Department of Public Works for the Contractor's review.

6.3 CONTRACTOR has made or caused to be made examinations, investigations and tests and studies of such reports and related data in addition to those referred to in Article 9 as they deem necessary for the performance of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract documents; and no additional examinations, investigations, tests, reports or similar data will be required by CONTRACTOR for such purposes.

6.4 CONTRACTOR has correlated the results of all such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.

6.5 CONTRACTOR has given ENGINEER written notice of all conflicts, errors or discrepancies that they have discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR.

ARTICLE 7. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement, made a part hereof and consists of the following:

- 7.1 This Agreement
- 7.2 Exhibits to this Agreement (if any)
- 7.3 Contract Performance and Payment and Materials Bonds, consisting of 3 pages.
- 7.4 Notice of Award
- 7.5 General Provisions (Pages GP-1 to GP-11, inclusive).
- 7.6 Specifications bearing the title PROJECT SPECIFICATIONS FOR:  
**Market Street and Fifth Street**, Project No.: **STP-5507(607) & TAP-5445(613)**  
and consisting of all pages as listed in the table of contents thereof.
- 7.7 Addenda numbers \_\_\_ to \_\_\_ , inclusive.
- 7.8 CONTRACTOR'S Bid and all attachments
- 7.9 Documentation submitted by CONTRACTOR prior to Notice of Award
- 7.10 Any Modification, including Change Orders, duly delivered after execution of agreement.

There are no Contract Documents other than those listed above in this Article 7. The Contract Documents may only be altered, amended or repealed by a Modification (as defined in Section 35 of the General Provisions).

ARTICLE 8. MISCELLANEOUS

- 8.1 Terms used in this Agreement which are defined in Section 1 of the General Provisions shall have the meanings indicated in the General Provisions.
- 8.2 No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.
- 8.3 The County and CONTRACTOR each binds themselves, their partners, successors, assigns and legal representatives to the other party hereto, their partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

ARTICLE 9. OTHER PROVISIONS

- 9.1 Access to records. In connection with this Contract the County shall have access to any books, documents, papers, and records of the CONTRACTOR, which are directly pertinent to this project for the purpose of making an audit, examination, excerpts, and transcriptions.
- 9.2 Applicable Laws and Regulations. The CONTRACTOR expressly agrees to comply with all applicable rules and regulations as set forth in the Contract Documents or as may be required by law, and further agrees to submit all certifications, notices, and affirmative action plans as may now or hereafter be required, and to place such conditions and provisions in any and all subcontracts as may be required.
- 9.3 Conflict of Interest. The CONTRACTOR covenants that they presently have not interest of any kind and shall not acquire any type of interest, direct or indirect, in the program or any property therein, which would conflict in any manner or degree with the performance of their services and obligation hereunder. The CONTRACTOR further covenants that in the performance of this contract, no person known to have any conflicting interest shall be knowingly employed in the performance of this Contract.

ARTICLE 10. VENUE

- 10.1 It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this Agreement, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

(THIS SPACE INTENTIONALLY LEFT BLANK)

IN WITNESS WHEREOF, the parties hereto have signed this agreement in triplicate. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or by ENGINEER on their behalf.

FOR: JEFFERSON COUNTY, MISSOURI

BY: \_\_\_\_\_  
Dennis J. Gannon, County Executive

APPROVED AS TO FORM

DATE: \_\_\_\_\_

\_\_\_\_\_  
Jalesia F.M. Kuenzel, County Counselor

ATTEST: \_\_\_\_\_  
Jeannie Goff, County Clerk

\_\_\_\_\_  
DEPUTY CLERK

I hereby certify under section 50.660 RSMo there is either: (1) a balance of funds, otherwise unencumbered, to the credit of the appropriation to which the obligation contained herein is chargeable, and a cash balance otherwise unencumbered, in the treasury, to the credit of the funds from which payment is to be made, each sufficient to meet the obligation contained herein; or (2) bonds or taxes have been authorized by vote of the people and there is a sufficient unencumbered amount of the bonds yet to be sold or of the taxes levied and yet to be collected to meet the obligation in case there is not a sufficient unencumbered cash balance in the treasury.

\_\_\_\_\_  
Kristy Apprill, County Auditor

FOR: \_\_\_\_\_

BY: \_\_\_\_\_ Date: \_\_\_\_\_  
CONTRACTOR

ATTEST: \_\_\_\_\_

SEAL

# CONTRACT PERFORMANCE BOND

KNOW ALL PEOPLE BY THESE PRESENTS, that we, the Undersigned \_\_\_\_\_

of \_\_\_\_\_  
(firm)

\*a (corporation) duly authorized by law to do business as a construction contractor in the  
(partnership)

State of \_\_\_\_\_ (hereinafter called the "Contractor"), and \_\_\_\_\_

\_\_\_\_\_ (hereinafter called the "Surety"), a corporation duly  
authorized to do a Surety business under the laws of the State of Missouri, are held firmly bound  
unto Jefferson County, (hereinafter called the "County"), in the penal sum of \_\_\_\_\_  
Dollars (\$ \_\_\_\_\_), lawful money of the United States, for the payment of which to be made  
unto said County; we bind ourselves, our heirs, executors, administrators, successors and assigns,  
jointly and severally, firmly by these presents as follows:

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

NOW THEREFORE, if the said Principal shall faithfully and properly perform the  
foregoing Contract according to all the terms thereof, and shall, as soon as the work  
contemplated by said contract is completed, pay to the proper parties all amounts due for all  
labor and material required by this contract in the construction work, and all insurance  
premiums for both compensation and all other kinds of insurance on said work, and for  
all labor performed in such work whether by subcontractor or otherwise, then this obligation shall  
be void, otherwise it shall remain in full force and effect, and may be sued on for the

use and benefit by any person furnishing material or performing labor, either as an individual or as a subcontractor, for any contractor in the name of said County.

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

- a) To the extension of time to the Contractor in which to perform the contract.
- b) To changes in the plans, specifications, amount of work or contract.

IN TESTIMONY WHEREOF, the Parties hereunto have caused the execution hereof in \_\_\_\_\_ original counterparts as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(SEAL)

\_\_\_\_\_

Attest:

\_\_\_\_\_ By \_\_\_\_\_

(SEAL)

\_\_\_\_\_

Attest:

\_\_\_\_\_ By \_\_\_\_\_

# PAYMENT AND MATERIALS BOND

KNOW ALL PEOPLE BY THESE PRESENT, that we, \_\_\_\_\_  
Principal and Address

\_\_\_\_\_, as Principal, and \_\_\_\_\_,  
Surety and Address

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

WHEREAS, the Principal has entered into a contract with Obligee for  
\_\_\_\_\_; and  
describe briefly

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

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

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

PRINCIPAL

By \_\_\_\_\_

SURETY

By \_\_\_\_\_

(ACKNOWLEDGMENT FOR PRINCIPAL)  
(ACKNOWLEDGMENT AND POWER OF ATTORNEY FOR SURETY)

## GENERAL PROVISIONS

- 1) **DEFINITIONS:** The following terms as used in these Contract Documents are respectively defined as follows:
  - a) “Owner” - A person, firm, corporation, municipality or Government agency, by which the Contract will be awarded. Where ever the Owner is specified, it shall also be construed to mean their authorized representative.
  - b) “Engineer” – County Engineer, Public Works Director, or any appointed Project Manager.
  - c) “Consultant” - The Engineering firm responsible for the preparation of construction plans.
  - d) “Contractor” - The person, firm, or corporation to whom the contract is awarded.
  - e) “Subcontractor” - A person, firm, or corporation, performing any part of the Contractor’s obligations hereunder at the site of work excluding, however, the furnishing of standard materials, such as cement, lumber, and other materials not worked to a special design under the plans and specifications for the work.
  - f) “Contract Documents” - The agreement subscribed by the parties, the Invitation to Bidders, Information for Bidders, the Proposal, and the Plans and Specifications.
  - g) “Work” - The furnishing of all labor, materials, equipment and other incidentals necessary or convenient to the successful completion and carrying out of all duties and obligations of the Contractor under the Contract Documents.
  - h) “Days” - Except where otherwise specifically provided in the Contract Documents, calendar days including Sundays and Holidays.
  
- 2) **NOTICE:** Unless otherwise specified herein, any notice required under the Contract Documents shall be deemed given if deposited in the United States mail, first class postage prepaid. Notice may also be given by hand delivery to the authorized representative
  
- 3) **INTENT OF THE CONTRACT DOCUMENTS:** The intention of the Contract Documents is to include in the contract price the cost of all labor and materials, water, fuel, tools, plant, equipment, light, transportation and all other expense as may be necessary for the proper execution of the work.

In interpreting the Contract Documents, words describing materials of work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning recognized by architects, engineers and the trade.

The work shall be executed in strict conformity with the plans and specifications.

The Contract Documents are complimentary and what is called for by any one shall be as binding as if called for by all. Anything stated in the specifications and not shown in the drawings, or shown in the drawings and not stated in the specifications, shall be of like effect as if shown or stated in both.
  
- 4) **PLANS / PROJECT SPECIFICATIONS:** Unless otherwise provided in the Contract Documents, the Plans, Project Specifications and subsequent addendums are available; free of charge, as a downloadable file from the Jefferson County website (<https://www.jeffcomo.org/bids.aspx>). The Contractor will be responsible for reproducing the plans necessary to carry out all the work.

In case of discrepancy in the plans, the matter shall be immediately submitted to the Consultant or Owner without whose decision said discrepancy shall not be adjusted by the Contractor, save only at their own risk and expense.
  
- 5) **SUPERVISION AND PERSONNEL:** The Contractor shall have at the work site at all times a job supervisor. That individual shall be capable of reading and understanding the project plans and specifications, have authority to order materials and equipment, and have authority to execute work as directed by the Owner. The Contractor shall provide the name and phone numbers of the person appointed as job supervisor prior to issuance of notice to proceed.

All workers shall have sufficient skill and experience to properly perform the work assigned to them. The owner may demand the dismissal of any person employed by the contractor in, about or upon the work who engages in misconduct, is incompetent or negligent in the due and proper performance of assigned duties, or who neglects or refuses to comply with any proper directions given. Such person shall not again be employed thereon without the written consent of the owner. Should the contractor continue to employ or re-employ any such person, the owner may suspend the work until the contractor complies with such orders.

- 6) **COMPLIANCE WITH LAWS:** The Contractor shall comply with all laws, ordinances, rules and regulations bearing in the conduct of the work and shall obtain, at their expense, all permits and licenses necessary for the prosecution of the work. Unless provided for in the contract, or granted a waiver, permits required from other departments of the county shall be obtained by the contractor.

A sales tax exemption for construction materials is allowed by RSMo Section 144.062 RSMo, which applies to contractors for the County. If applicable to this contract, Jefferson County will issue an exemption certificate to the contractors, subcontractors and suppliers for the purchase of materials used in construction.

The Contractor shall be responsible for the payment of all Federal, State, municipal or local taxes, including but not limited to sales and use taxes, applicable to the performance of the contract, and shall indemnify and hold harmless the Owner, from the consequences of their failure to pay such taxes.

- 7) **USE OF JOB SITE:** The Contractor shall confine their equipment, apparatus, the storage of materials and operations of their workforce to limits indicated by law, ordinance, permits, easements or plans and shall not encumber the premises with their materials. The Contractor shall not load or permit any part of any structure to be loaded to the extent that its safety may be endangered.

- 8) **SANITARY PROVISIONS:** The Contractor shall provide and maintain a neat, sanitary jobsite, and accommodations for the use of their employees as may be necessary to comply with the sanitary requirements of laws or ordinances.

- 9) **SURVEYS:** The Contractor shall provide all surveys necessary to the performance of their work. All work shall be done to the lines, grades and elevations shown on the plans. Any improperly located items, horizontally or vertically, may be subject to removal and replacement at the Contractor's expense. The Owner or Consultant may, in their sole discretion, check from time to time the reference marks, lines, grades and measurements established by the Contractor but their exercise or failure to exercise such right shall not relieve the Contractor of their obligation as stated herein.

- 10) **CONDITIONS AT THE SITE:** The Contractor shall make such investigations of conditions above or below the surface of the ground, as they may deem necessary for the proper and timely performance of their work, including but not limited to the making of borings. No oral representations by any persons respecting such conditions shall in any manner be binding upon the Owner or the Consultant.

The Owner may have, for its own use, made borings at or near the site of the work. The boring data, if collected, will be made available to the Contractor, for their own convenience, if they desire to examine it.

Any interpretations or conclusions drawn by the Contractor from such data shall be their own and the Owner makes no representation or guaranty concerning the accuracy or completeness of such data.

- 11) **UTILITIES AND OTHER OBSTRUCTIONS:** It shall be the sole responsibility of the Contractor in the performance of the contract to locate and avoid all utilities, other structures and obstructions whether located below or above the surface of the ground. For that purpose, they shall employ all necessary precautions and methods to prevent damage to utilities, other structures and obstructions. In the event such damage does occur, the Contractor shall be solely liable therefore and they shall notify the affected utility and Owner immediately, make or have made all necessary repairs and bear the expense thereof and all damage caused thereby.

If the Contractor finds they cannot safely work at a location designated in the plans and specifications, either because of utilities, other structures or obstructions that may be damaged, they shall notify the Owner immediately.

Certain information relating to piping and underground utilities and structures, such as gas mains, water mains, and electric duct lines, has been gathered by the Consultant for its purposes and has been shown on the plans for the convenience of the Contractor and for such use as they may, at their own risk, desire to make of it. Any interpretations or conclusions drawn by the Contractor from such data on the plans shall be their own and the Owner and the Consultant makes no representations or guaranty concerning the accuracy or completeness of such data.

- 12) STRUCTURES ENCOUNTERED AND PROTECTION OF LIFE AND PROPERTY:** The Contractor shall, at their own expense, support and protect all buildings, bridges, conduits, wires, water pipes, sewers, pavements, curbing, sidewalks, equipment and fixtures of all kinds and all other public or private property that may be encountered or endangered in the execution of the work herein contemplated. They shall replace, repair or to otherwise make good any damage caused to any such property to the satisfaction of the Owner thereof. In the event the Contractor does not perform their obligations under this provision, the Owner reserves the right, at its election, to make good any damage to public or private property caused by the work of the Contractor and the cost thereof shall be borne by the Contractor. In the event the Contractor refuses or fails to pay bills therefore upon presentation, the Owner may pursue any remedies available to it or may deduct the amount thereof from any money that may be due the Contractor hereunder from time to time. Throughout the performance of the work, the Contractor shall construct and adequately maintain suitable and safe crossings over the trenches, and such detours as are necessary to care for the public and private traffic. The material excavated from trenches shall be deposited in such manner as shall give as little inconvenience as possible to the traveling public, to adjoining property owners, to other contractors or to the Owner. All disturbed areas, material stockpiles, and equipment staging areas, shall be protected from erosion. All receiving streams and waterways shall be protected from siltation, pollutants, or any other material considered to be hazardous by any governmental regulator of streams and waterways. Crossings shall be installed for the passage of equipment across any stream or waterway, and allow free passage of water and aquatic life beneath the crossing. The crossing type shall be approved by the engineer prior to installation. Unless otherwise listed as a bid item or incidental to another bid item, the contractor shall satisfy this requirement at their own expense. The Contractor at their own expense shall provide the necessary watch personnel and sufficient warning lights and barricades and take such other precautions as are necessary to protect life and property. The Contractor shall provide watch personnel or additional watch personnel at any point where they may be requested by the proper official of any municipality or governmental body affected. Nothing in this section shall be construed as requiring the Contractor to provide a road patrol.
- 13) PROTECTION OF WORK:** The Contractor shall provide proper facilities, take all necessary precautions and assume the entire cost for protecting the work against adverse weather conditions and for handling all storm and flood water, sewage, seepage, ice or snow that may be encountered during the performance of the contract and the manner for providing for such contingencies and for carrying on the work in freezing weather shall meet with the approval of the Owner. If the Contractor shall fail to provide such protection or in the event of emergencies, the Owner may provide such protection at the Contractor's expense. The contractor assumes all risk of damage to or destruction of the work covered by this contract until the work is completed and accepted by the Owner and shall repair or replace at their expense any work damaged or destroyed prior to such completion and acceptance regardless of cause.
- 14) ACCIDENT PREVENTION:** Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed. All persons on site shall have completed, and have the ability to present proof of, a minimum of 10 hour OSHA construction safety training, or other comparable program. See General Provision 43
- 15) BLASTING:** The Contractor shall comply with all Federal, State, County and municipal laws, rules and regulations applicable to the transportation, storage or use of explosives. The Contractor shall assume all responsibility for any injury or damage that may be done during the transportation, storage or use of any explosives.
- 16) OTHER CONTRACTS:** The Owner may award other contracts for additional work, and the Contractor shall fully cooperate with such other contractors, and carefully schedule and fit their own work to that work provided under the other contract. The Contractor shall not commit or permit any act, which will interfere with the performance of work by any other contractor. It shall be at the sole discretion, and not to be assumed as a guarantee to the contractor, for the engineer to determine if conflicting, overlapping, or neighboring activities, was the sole cause of an unintended delay in the contractors work schedule.

- 17) **CUTTING AND PATCHING:** The Contractor shall do all cutting, fitting, or patching of their work that may be required to make its several parts connect with the work of other contractors shown upon, or reasonably implied by the plans and specifications. The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other contractor.
- 18) **CLEANING UP:** The Contractor shall at all times keep the premises free from accumulation of waste material of rubbish and at the completion of the work shall remove from and about the site all their rubbish, tools, equipment, scaffolding and surplus materials and shall leave their work clean and ready for use.
- 19) **SURVEILLANCE AND INSPECTION:** The Contractor shall provide safe, sufficient and proper facilities at all times for the surveillance and inspection of all parts of the work by the Consultant, Jefferson County, MoDOT, FHWA, or any other agency, contractor for the county, or utility that has the right of entry.  
The Contractor shall, within 24 hours after receiving written notice from the Owner, proceed to remove all materials rejected by the Owner, whether worked or unworked, and take down all portions of the work, which shall be considered as unsound or improper, or in any way failing to conform to the plans and specifications.  
Should it be considered necessary or advisable by the Owner at any time before acceptance of the entire work to make an examination of work already completed by removing or tearing out same, the Contractor shall, on written request, promptly furnish all necessary facilities, labor, and material for that purpose. If such work is found to be defective or nonconforming in any material respect, due to the fault of the Contractor or their subcontractors, they shall defray all the expenses of such examination and of satisfactory reconstruction. If, however, such work is found to meet the requirements of the contract, an equitable adjustment shall be made in the contract price to compensate the Contractor for the additional services involved in such examination and reconstruction and, if completion of the work has been delayed thereby, they shall, in addition, be granted a suitable extension of time.  
Unless otherwise provided in this contract, acceptance by the Owner will be made as promptly as practicable after completion of all work required by this contract. Acceptance shall be final and conclusive except as regards latent defects, fraud, or gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guarantee. Acceptance by the Owner may be contingent upon the acceptance by other governmental bodies.
- 20) **MATERIALS AND WORKMANSHIP:** Unless otherwise stipulated in the specifications, all workmanship, equipment, materials and articles incorporated in the work covered by this contract are to be new and of the best grade of their respective kinds for the purpose. When required by the plans and specifications, the Contractor shall furnish the Owner or Consultant, for approval, certified copies of test results made of the materials or articles, which they contemplate incorporating in the work. Shop Drawings and/or samples of materials shall be submitted for approval when so directed. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection. If not otherwise provided, material or work called for in this contract shall be furnished and performed in accordance with established practice and standards recognized by engineers and state transportation officials.
- 21) **COOPERATION WITH UTILITIES:** All utility facilities and appurtenances, within the project limits, shall be located, or relocated, by the utility owner, unless otherwise specified. Locations of these utilities will be provided by the utility owners, or their provided third party, and may not be exact, particularly with regard to underground installations. The contractor shall use the Missouri One-Call System to satisfy this requirement.  
The contractor shall lead the efforts to coordinate with utility owners and the engineer in the location and relocation of utility facilities, to minimize effects upon the contractor's work, interruption to utility service, or duplication of work by the utility owners. Facilities or appurtenances that are to remain in place during construction shall be accounted for, and protected by the contractor's work procedures.  
In the event utility services are interrupted, and as a result of damage within the project limits, the contractor shall notify the appropriate utility authorities immediately, and cooperate with the utility owners until service has been restored. Work shall not begin around fire hydrants until provisions for continued service have been made and approved by the local fire authority. When the failure of the owners of utility facilities to cooperate and coordinate their work with that of the contractor results in actual delay to the contractor in the overall completion of the contractor's work, such delay will be considered in the count of working days or date specified for completion as contractor's sole compensation from the County, provided the contractor notified the engineer in writing of the delay at the time the delay occurred.  
The contractor shall use every precaution to prevent damage to all public and private utilities. Repairs to damaged utilities caused by negligent or wrongful acts or omissions on the part of the contractor shall be corrected at the

contractor's expense. Damaged facilities shall be restored to a condition similar or equal to that existing before the damage occurred. The utility will designate who shall repair the damaged facility and the contractor shall not make repairs without utility approval.

Should there be located, within the right of way any public or private utility, facilities that are to remain in place, and which will interfere with the contractor's proposed methods of operation, the contractor, in cooperation with the engineer, shall make all necessary arrangements with the owner for any temporary or permanent removal or relocation of such facilities desired for the contractor's convenience. Any cost involved shall be at the contractor's expense.

If utility facilities or appurtenances are found that are not noted in the contract documents and could not be discovered in accordance with [Sec 102.5 of the Missouri Standard Specifications](#), the engineer shall be notified in writing as soon as possible of the conflict and will determine whether relocation of the utility is necessary to accommodate construction. If relocation is necessary, the contractor will make the necessary arrangements with the utility owner. Compensation for the relocation of utilities will be worked out between the County and the utility owner prior to the relocation of any utility. No compensation will be provided to the contractor for coordinating the location and/or relocation of utilities.

- 22) **“OR EQUAL CLAUSE”**: Whenever, in these specifications or in any of the Contract Documents, any article, appliance, device or material is designated by a manufacturer's or vendor's or proprietary or trade name and such words are not followed by the condition “or equal”, it shall be deemed that the words “or equal” do follow such designation unless the text clearly requires a contrary interpretation. Any article or material equaling the standards fixed may be used in place of that specifically mentioned by the specifications, provided that the material proposed is first submitted to and approved by the County Engineer. Should the contractor submit any article or material that is of “or equal” material substitutions, they shall be proposed to the County prior to bid opening and must be submitted seven (7) calendar days in advance of said bid opening; County will review and potentially approve; if approval or denial is not received by potential bidder within twenty-four hours (24) prior to bid opening, then bidder is to assume the “or equal” proposal has been rejected. If by reason of the unavailability of material or equipment, a substitute item of material or equipment is approved by the Owner or Consultant, the Contractor shall receive the benefit of any economy resulting from the substitution.
- 23) **SUBLETTING OR ASSIGNING THE CONTRACT**: The bidder is specifically advised that any person, firm, or other party, to whom it is proposed to award a subcontract under this contract, must be acceptable to the County. Second tier subcontracting will not be permitted on this project. It will be the responsibility of the Contractor to insure that their subcontractors do not, in turn, subcontract any portion of the work. The Contractor shall furnish to the County a signed copy of all subcontracts at or before the pre-construction meeting. This applies to Federal and local projects. The Prime Contractor must be on MoDOT's approved Contractor Listing unless otherwise stipulated in the contract. The Prime Contractor must also perform with it's own organization, contract work amounting to not less than 30% of the total original contract price. This applies to Federal and local projects.
- 24) **WARRANTIES AND GUARANTEES**: Clauses that require the contractor to guarantee materials and workmanship and otherwise maintain the work for a specified period after satisfactory completion and final acceptance will not be approved. This is not even permissible as a non-participating bid item. Routine warranties or guarantees provided by a manufacturer are valid. Contractors' warranties or guarantees providing for satisfactory in-service operation of mechanical and electrical equipment and relates components for a period not to exceed six (6) months following project acceptance are permissible.
- 25) **MATERIAL TESTING**: All project sampling and testing of materials shall be performed by the County or by a consultant employed by the County. The Contractor shall assure that representatives of the County, consultants employed by the County, or MoDOT, has the opportunity to sample and test materials used on this project. Acceptance testing specified to be conducted by LPA or Consultant hired by LPA. Inspector must be MoDOT Certified (EPG 136.11.17.1 and EPG 106.18). Costs associated with providing the sample materials shall be incidental to the cost of the project.
- 26) **TRAFFIC CONTROL**: All contractor operations, whether within the contract or incidental, shall adhere to the Federal Highway Administration's Manual On Uniform Traffic Control Devices (current edition of MUTCD including all revisions prior to the bid opening of this project). Unless otherwise listed as a bid item or incidental to another bid item, the contractor shall satisfy this requirement at their own expense.

**27) STORM WATER POLLUTION PREVENTION PLAN (SWPPP):** The County’s Storm Water Pollution Prevention Plan shall be the “Erosion and Sediment Control/Stormwater Management Design Manual” Chapter 505, Jefferson County Code of Ordinances. The ordinance can be found at the web address <http://www.ecode360.com/JE3328>.

For projects without a drawing showing erosion and sediment control measures, the Engineer or their representative will direct what measures are to be used and where they will be placed. Any measures not covered by a pay item or not specifically addressed on the Plans or Specifications as incidental, will be by negotiated price. Concrete wash down pits shall be utilized for the washing of all concrete trucks. The pits shall be of adequate size to handle all wash down water. The pits shall be lined with a plastic liner (10 mil minimum) to prevent the seepage of the water into the adjoining ground. Berms may be necessary to prevent the migration of any splash water into the streams. The hardened waste from the wash down pits shall be removed and broken into pieces no larger than one cubic foot. The waste concrete pieces may be used as revetment, but will not be considered in measurement for payment. The cost of the wash down pits, berms and disposal shall be incidental to the cost of the concrete.

Contractors shall provide the proper equipment, materials, and labor to perform dewatering measures for all drilling, saw cutting, or any other activity that can result in the creation of drilling “Slurry.” Contractors shall submit a dewatering plan at the request of the engineer. Dewatering activity costs shall be incidental to other items in the contract.

Any spillage of hazardous waste shall be cleaned up by the Contractor at no additional cost to the Owner. Measures shall be taken to ensure that no hazardous waste reaches a stream or adjoining property.

Any fines assessed for not following the SWPPP, will be the sole responsibility of the Contractor. If the Owner is fined by a State or Federal agency, liquidated damages in the amount of the fine will be charged to the Contractor by the Owner. Contractor agrees that it shall remit payment for said liquidated damages immediately upon request by Owner. Failure to do so may, at the Owner’s option, be considered a breach of contract thereby entitling Owner to such other damages as may result. These damages shall be in addition to the liquidated damages described in this paragraph.

**28) SCHEDULE AND PROGRESS REPORTS:** The Contractor shall, within 15 calendar days after date of notice to proceed, submit to the Owner a project work schedule, covering all major operations in the work, for the County’s review and approval. At the request of the Owner, the diagram shall be updated for relevancy to actual progress.

**29) TIME OF COMPLETION AND LIQUIDATED DAMAGES:** The parties recognize that time is of the essence of this contract and, after the Contractor receives notice to proceed from the Owner, the work to be performed hereunder shall be commenced and shall be completed within the respective number of days specified in the proposal.

If the Contractor fails to complete the work within the time specified, or any extension thereof granted hereunder, the Contractor shall pay the Owner the sum specified in the Contract for each day, as defined by Section 108 of the 2025 Edition of the “Missouri Standard Specifications for Highway Construction”, the Contractor is in default. It is agreed that said daily sum is to be paid, not as a penalty, but as compensation to the Owner as liquidated damages for loss which the Owner will suffer because of such default through increased administrative and engineering costs and other tangible and intangible costs. Such damages may be at the Owner’s option, be deducted from any monies held by it which are payable to the Contractor.

The completion of the work included under this Contract is defined for purposes of determining liquidated damages, as that time when all of the structures and appurtenances have been completed and tested and are, in the opinion of the Owner, ready for continuous permanent use and occupancy for the purposes intended, which includes all grading, cleaning up, or other minor work which is required to provide a completed project in accordance with the plans and specifications. At the Owner’s discretion, unreasonable response time in the preparation and submittal of any required paperwork may also justify charging of working days or liquidated damages compensation. The date that liquidated damages are no longer applicable shall be the date of final acceptance from the Owner to the Contractor.

**30) EXTENSION OF TIME:** The Contractor shall not be entitled to any extension of time for completion of the work as herein above specified unless a request for extension is submitted to the engineer within 10 days of the delay, and proves:

- a. That such delay arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including but not restricted to, acts of God, acts of public enemy, acts of Government in either its sovereign or contractual capacity, acts of another contractor in the performance of a contract with the Owner, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or delays of subcontractors arising from such unforeseeable causes beyond the control and without the fault or negligence of both the Contractor and such subcontractors; and

- b. That the Contractor cannot complete the work within the time specified solely by reason of such causes.

The engineer shall make a determination as soon as practicable after the Contractor's notice is received and shall decide the amount of additional time, if any, for completion of the work which conditions justify. Any time extensions will require approval of the Missouri Highway and Transportation Department and the Federal Highway Administration, as well as the Owner.

- 31) FORFEITURE OF CONTRACT:** Should the Contractor at any time refuse, neglect or fail to supply a sufficient number of properly skilled work personnel or sufficient equipment or materials of the proper quality, or execute the work with diligence and in accordance with approved schedules, or fail in the performance of any of the covenants herein contained, the Owner may, after three days written notice to the Contractor and their bonding company, provide any such labor, equipment or materials and deduct the cost thereof from any money then due or thereafter to become due to the Contractor under this contract.

Alternatively, the Owner, may after ten days' written notice to the Contractor and their bonding company, terminate the employment of the Contractor for said works and enter upon the premises and take possession of all materials, tools and equipment thereon and finish or contract with others to finish the work. The Owner and such others may use such materials, tools and equipment to finish the work. The Contractor shall not be entitled to rental or other compensation for the use of their construction tools and equipment, but shall only be entitled to the return thereof in the condition existing when possession was taken, ordinary wear and tear excepted. In case of such discontinuance of the employment of the Contractor, the Contractor shall not be entitled to receive any further payment under this Contract until the said work shall be wholly finished, at which time, if the unpaid balance of the amount to be paid under this contract shall exceed the expenses incurred by the Owner to the Contractor, but if such expenses shall exceed such unpaid balance, the Contractor shall pay the difference from money then due or thereafter to become due to the Contractor under this contract. The expense incurred by the Owner as here provided for finishing the work and its cost incurred through such default shall be certified by the Consultant, whose certificate thereof shall be conclusive and binding upon the parties. The remedies of the Owner under this Article are exclusive of and in addition to any other contained in this contract, the Contractor's bonds, or provided by law.

- 32) PAYMENTS:** The Contractor, shall receive as full compensation for all accepted work hereunder, a sum equal to the value of the work done based in their proposal, attached hereto and made a part of this contract. Payment shall be made to the contractor once per month, upon agreement and approval of the contractor submitted pay request. By the 15th calendar day of each month, the Contractor shall submit to the Owner, a pay estimate, in AIA standard format, showing the dollar amount requested for each line item represented in the contract. The engineer may request additional, or alternate invoicing requirements, depending on the structure of the original bid. The final payment shall be paid to the Contractor, subject to final acceptance of construction and approval of the final change order, within 30 days after completion and acceptance of the entire work herein contracted for, and upon receipt by the County, and approval of, all final documentation. Final documentation shall include, but not be limited to:

- a. Affidavit, compliance with the prevailing wage law (Fig. 136.11.11)
- b. Contractor's certification regarding settlement of claims (Fig. 136.11.10)
- c. Contractor's Final Pay Estimate.
- d. Letter from contractor stating the total amount paid (final contract amount) for completion of the project.
- e. Contractor's Final Lien Waiver and Final Lien Waivers from all subcontractors. The engineer may request proof of payment to material suppliers, and which point, the contractor shall provide this information.
- f. Any certified payroll forms that had not been previously submitted.
- g. Certifications for materials (where required per project documents or MoDOT standard specifications)
- h. Contractor DBE Certification (Fig. 136.11.9)

By the 10th calendar day of each month the Contractor shall submit to the Owner an invoice containing an estimate of the percentage of the total work under the contract accomplished to the end of the previous month. The invoice shall be in such form and detail as required by the Engineer. Payment will typically be delivered to the contractor by the second week of the following month. Payment shall be by mailed check unless other arrangements are previously made.

The requirements set forth in Section 109 of the Missouri Standard Specifications For Highway Construction for payments, retained percentage, release of retained percentage, prompt payment to subcontractors and suppliers and final payment shall apply to this contract.

- 33) PAYMENTS NO EVIDENCE OF PERFORMANCE:** No certificate for payment made under this contract except the final certificate of final payment, shall be evidence of the performance of this contract, either wholly or in part. No Payment shall be construed to be an acceptance of defective work or improper materials.

**34) CHANGES:** The Owner and/or the Consultant shall have the right to make changes within the scope of the work or change the quantities of the work to be performed. No such change shall be valid unless made in writing by the Owner or Consultant, approved by the engineer, and adopted by the county council. In the event such changes cause an increase or decrease in the Contractor's cost, or time required for performance of the contract, the contract price and/or period of performance shall be equitably adjusted; provided, the increase or decrease in the amount of the work for which unit prices apply under the specifications shall be computed by multiplying the change in quantities (measured as provided in the contract documents) of such work by such contract prices.

In the absence of a bid price for a given item of work not provided for nor fairly included in the bid prices for other items of work, a written agreement may be made between the Owner and the Contractor to be included in the written order for such extra work. New items specifically covered under Section 109 of the Missouri Standard Specification for Highway Construction, 2025 shall be added to the contract as stated in those specifications. Incidental items, noted anywhere in the contract documents, shall not be considered for additional compensation.

Whenever the Contractor and the Owner are unable to agree on prices for extra work and the Owner directly or acting through the Consultant orders the Contractor to proceed with the work by force account, the work will be paid for in the manner herein described and the compensation thus provided shall constitute full payment for said work. All additional work provided by force account shall be calculated and compensated per Section 109.5 of the Missouri Standard Specifications for Highway Construction, 2025 .

**35) LIENS AND CLAIMS:** In addition to other remedies available the Owner hereunder, in all cases of non-payment by the Contractor or a subcontractor of any sums of money due for labor, materials, supplies, equipment or other items in performing in this contract, or if at any time there should be evidence of a lien or claim chargeable to the Contractor or a subcontractor for which, if established, the Owner might become liable, the Owner is hereby authorized and empowered to retain out of any payment then due or thereafter to become due to the Contractor, an amount sufficient to indemnify the Owner against any such lien or claim.

Alternatively, without limiting other remedies and rights of the Owner under the Contract, under the Contractor's bonds or under the law, the Owner may withhold, in addition to other retentions, a sufficient amount of payments otherwise due to the Contractor to cover payments that may be past due and payable by the Contractor or their subcontractors or suppliers for just claims for labor or materials furnished in and about the performance of the work under this contract and for failure of the Contractor to make proper payments to their subcontractors. The Owner shall disburse and shall have the right to act as agent for the Contractor in disbursing such funds as have been withheld pursuant to this paragraph to the party or parties who are entitled to payment there from. The Owner will render the Contractor a proper accounting of all such funds disbursed in behalf of the Contractor.

**36) RESPONSIBILITY:** Nothing in the Contract Documents shall be construed as placing the work under the specific direction or supervision of the Owner or the Consultant, or relieving the Contractor from their liability as an independent contractor and, as such, they shall perform their work, including, but not limited to, supervision and control of their own personnel and scheduling of the work as required to ensure its proper and timely performance, and they shall be solely responsible for the exercise of due care to prevent bodily injury and damage to property in the execution of the work. The Owner need not be present to witness installation of materials or performing of a service to deem the product or service unsatisfactory, and order the removal, replacement, installment, repetition, or depreciation of compensable value of the defective material or service.

**37) INDEMNIFICATIONS AND INSURANCE:**

**Contractor's Responsibility for Claims for Damage or Injury:** The Contractor and surety shall indemnify and save harmless the County, and its members, agents and employees from all claims or suits made or brought for personal injury, death or property damage, caused or contributed to be caused by:

- (a) The negligence of the contractor, subcontractors, suppliers or their respective officers, agents or employees;
- (b) The creation or maintenance of a dangerous condition of or on the County's property or right of way, which condition occurred at least in part due to the acts or omissions of the contractor, subcontractors, suppliers or their respective officers, agents or employees; or
- (c) The failure of the contractor, subcontractors, suppliers of their respective officers, agents or employees, to perform the work in accordance with the plans and specifications.

Neither the County nor the Contractor, by execution of a contract, shall intend to or create a new or enlarge an existing cause of action in any third party. This provision shall not be interpreted to create any new liability which does not exist under the

statutory limited waiver of sovereign immunity, or to waive or extinguish any defense which either party to this contract or their respective agents and employees may have to an action or suit by a third party.

**Contractor's Responsibility for Work:** Until the County accepts the work, it shall be in the custody and under the charge and care of the Contractor. The Contractor shall restore and replace, at the Contractor's expense, any lost or stolen County-owned material in the Contractor's custody or control. Damages to any portion of the work before its completion and acceptance, caused by the action of the elements or from any other reason, shall be restored or replaced at the Contractor's expense. Issuance of a payment estimate on any part of the work done will not be considered as final acceptance of any work completed up to that time. The County may, in its discretion, make such adjustments as it considers being proper for damage to the work due to unforeseeable causes beyond the control of, and without fault or negligence on the part of the Contractor.

**Liability Insurance Requirements:** The Contractor shall procure and maintain at its own expense, until acceptance of the project by the County, liability insurance for all damages and losses imposed by law and assumed under the contract, of the kinds and in the amounts specified in the relevant sections shown herein. Before the Contractor commences the work, the Contractor shall require the insurance company or companies to furnish to the County evidence of such insurance showing compliance with these specifications. All insurance required herein shall be occurrence policies in a form acceptable to the County, and shall remain in force until all work required to be performed under the terms of the contract is satisfactorily completed as evidenced by its formal acceptance by the County.

Each policy or its declaration pages shall provide that the policy shall not be materially changed or canceled until the County has been given at least 30 days advance notice in writing. If any policy is canceled before the contract work is complete, a satisfactory replacement policy must be in force, with notice and evidence of insurance submitted to the County, prior to the effective date of cancellation of the former policy. All evidence of insurance and notices shall be submitted to: Public Works Director, Jefferson County Department of Public Works, 725 Maple Street, PO Box 100, Hillsboro, Missouri 63050. **The Contractor shall furnish the County with a complete copy of the policy prior to the time the Contractor commences work on the site of the project.** Failure to furnish evidence of proper insurance, or complete insurance policies will result in temporary suspension of work and may result in other claims or actions for breach of contract or otherwise, as may be recognized at law or in equity.

**Workers' Compensation Liability Insurance:** The Contractor shall furnish evidence to the County that, with respect to the operations it performs, it carries workers' compensation insurance, or is qualified as self-insured, sufficient to comply with all its obligations under state laws relating to worker's compensation. The Contractor shall also require each subcontractor on the project to furnish the same evidence to the County. This evidence shall be furnished to and approved by the County prior to the time the Contractor or the subcontractor commences work on the site of the project.

**Commercial General Liability Insurance:** The Contractor shall obtain one or more occurrence-based policies of commercial general liability insurance (Form CG 00 01 or equivalent), which provide coverage for the contract work. The minimum limits of liability for commercial general liability insurance shall be: \$1,000,000 each bodily injury or property damage occurrence, combined single limit, \$2,000,000 general aggregate with a per project endorsement and \$1,000,000 products/completed operations aggregate. Each such policy shall be endorsed so as to cover liability arising from blasting if applicable, other inherently dangerous activities and underground property damage. Each such policy shall be endorsed to include broad form general liability, contractual liability and completed operations coverage.

**Commercial Auto Liability Insurance:** The Contractor shall obtain one or more occurrence-based policies of auto liability insurance, which provide for its owned, non-owned and hired vehicles of every type and description, which are used in the contract work. The minimum limits of liability for such insurance shall be \$1,000,000 combined single limit. **Commercial Auto Liability Insurance shall be submitted with the bid**

**Additional Insureds:** Each such policy of commercial general liability insurance shall name Jefferson County and its employees as additional insureds. Each commercial general liability insurance policy shall also contain a separation of insureds condition. The insurance afforded by the Contractor shall be primary insurance.

**Subcontractor's Coverage:** If any part of the contract is subcontracted, each subcontractor, or the Contractor on behalf of the subcontractor, shall obtain the same commercial general liability insurance and commercial automobile liability insurance coverage. The commercial general liability insurance shall name the same entities specified above as additional insureds, and shall have the same separation of insureds conditions.

**Railroad Protective Liability Insurance:** In addition to other required liability insurance, the Contractor shall provide railroad protective liability insurance if applicable, for and in behalf of the railroad as outlined in provisions for each project. The insurance policy shall be submitted to the County in original and duplicate for approval. No work will be permitted on the railroad right of way until such approval is granted.

**Insurance with Other Than Missouri Companies:** Any insurance policy required as specified above, if written by an insurance company organized in a state other than Missouri, shall be signed by an agent or broker licensed by the State of Missouri. In the case of policies written by companies organized in a state other than Missouri, the evidence of insurance submitted as authorized in the contract shall be signed by an agent or broker licensed by the State of Missouri. Nothing in this provision limits or waives the requirement that each insurance policy must be issued by a company authorized to issue such insurance in Missouri.

**Third Party Liability:** Neither the State of Missouri, Jefferson County, nor the Contractor, by execution of the contract including these specifications, intend to create a right of action in a third party beneficiary except as specifically set out in these specifications and the contract. It is not intended by any required contractual liability in the contract or in these specifications that any third party beneficiary has a cause of action arising out of the condition of the project when completed in accordance with the plans and accepted by the County.

**Personal Liability of Public Officials:** There shall be no personal liability upon the County, or any member, employee or agent of the County in carrying out any of the provisions of the contract or in exercising any power or authority granted to them, it being understood that in such matters they act as agents and representatives of the County, with official and public duty doctrine immunity. If any provision of the contract appears to impose a duty on such an individual, the duty remains exclusively that of the County and is not a personal duty or obligation of the individual.

- 38) **BOND:** The Contractor at their expense shall, before commencing work hereunder, procure and deliver to the Owner a Performance Bond and a Labor and Materials Payment Bond in the amount of 100% of the contract as awarded, as security for the faithful performance of the contract and the payment of all obligations thereunder by the Contractor and their subcontractors. The Bonds shall be written in such form as may be satisfactory to the Owner and provided by a guaranty or surety company listed in the latest issue of U.S. Treasury Circular 570 and the penal sum shall be within the or bonds shall be as follows:

“The condition of this obligation is such that if the above bound Principal shall in all respects comply with the terms and conditions of said contract and their obligations thereunder, including the specifications and plans referred to therein, and such changes and alterations as may be made in said contract, specifications and plans and shall indemnify and save harmless the Owner against or from all costs, expenses, damages, injuries or losses to which the said Owner may be subjected by reason of any wrongdoing, misconduct, want of care or skill, negligence of default on the part of said Principal, their subcontractors, officers, agents or employees, in the execution of performance of said contract and shall promptly pay all just claims for damages for injury to property and for labor, equipment, materials and supplies incorporated in the work or consumed in the performance thereof incurred by said Principal, their subcontractors, officers, agents or employees, in or about the construction or improvement contracted for, then this obligation shall be void; otherwise, to remain in full force and virtue in law. The Surety hereby waives notice of any changes, alterations or modifications, including any extensions of the period of performance, in the contract, specifications and plans.”

If any surety upon any bond furnished in connection with this contract becomes unacceptable to the Owner, or if any such surety fails to furnish reports as to their financial condition from time to time as requested by the Owner, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interests of the Owner and of persons supplying labor or materials in the prosecution of the work contemplated by this contract.

- 39) **ROYALTIES AND PATENTS:** The Contractor shall indemnify, defend, and hold harmless, the Owner and Consultant from all liabilities, decrees, judgments, claims or disbursements, including attorney fees and/or damages and expenses which may come against or be incurred by the Owner or the Consultant by reason of the use of any patented material, machinery, devices, equipment or processes furnished or used in the performance of the work under this contract or the use by the Owner of the completed structure or by reason of the use of patented designs furnished by the Contractor and accepted by the Owner. In the event any claim, action at law or suit in equity of any kind whatsoever is made or brought against the Owner, the Owner shall have the right, without impairment of the foregoing indemnification, to retain from the money due and to become due said Contractor a sufficient amount of money to protect itself against loss.

- 40) **CONFLICTS IN CONTRACT DOCUMENTS:** Where any provision of plans, specifications, or any other document referred to or incorporated into the Contract Documents is inconsistent or in conflict with the another provision of the Contract Documents, the order of governance shall be per the revised Section 105.4 of the Missouri Standard Specifications for Highway Construction, as stated in these General Provisions, Provision 44
- 41) **STANDARDS:** Where materials and methods are indicated in the specifications as being in conformance with a standard specification, references shall be to the most current available standard at time of the opening of bids.
- 42) **FEDERAL EMPLOYMENT AUTHORIZATION:** The Contractor shall comply with the requirements of the revised Statutes of the State of Missouri Chapter sections 285.525 to 285.555. If any part of the contract is subcontracted, each subcontractor shall comply with the same requirements of this specification.

No Contractor shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri. As a condition for the award of the contract the Contractor 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 Contractor 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.

A Contractor may enroll and participate in a federal work authorization program and shall verify the employment eligibility of every employee in the Contractor's hire whose employment commences after the Contractor enrolls in a federal work authorization program.

A general contractor or subcontractor of any tier shall not be liable under sections 285.525 to 285.550 when such general contractor or subcontractor contracts with its direct subcontractor who violates subsection 1 of this section, if the contract binding the contractor and subcontractor affirmatively states that the direct subcontractor is not knowingly in violation of subsection 1 of this section and shall not henceforth be in such violation and the contractor or subcontractor receives a sworn affidavit under the penalty of perjury attesting to the fact that the direct subcontractor's employees are lawfully present in the United States.

- 43) **OSHA TRAINING:** The Contractor shall comply with the requirements of the revised Statutes of the State of Missouri Chapter sections 292.675. If any part of the contract is subcontracted, each subcontractor shall comply with the same requirements of this specification.

Any Contractor signing a contract to work on the construction of public works for the Owner shall provide 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 OS11A program. All employees are required to complete the program within sixty (60) days of beginning work on such construction project.

Any employee found on a worksite subject to this section without documentation of the successful completion of the course required under this section shall be afforded twenty (20) days to produce such documentation before being subject to removal from the project. The contractor shall forfeit as a penalty to the Owner two thousand five hundred dollars (\$2,500) plus one hundred dollars (\$100) for each employee employed by the contractor or subcontractor, for each calendar day, or portion thereof, such employee is employed without the required training. The penalty shall not begin to accrue until the time period in this section has elapsed.

The Owner shall withhold and retain all sums and amounts due and owing as a result of any violation of this section when making payments to the contractor under the contract. The contractor may withhold from any subcontractor, sufficient sums to cover any penalties the Owner has withheld from the contractor resulting from the subcontractor's failure to comply with the terms of this section. If the payment has been made to the subcontractor without withholding, the contractor may recover the amount of the penalty resulting from the fault of the subcontractor in an action maintained in the circuit court in the county in which the public works project is located from the subcontractor.

In determining whether a violation of this section has occurred, and whether the penalty of this section shall be imposed, the Department of Labor and Industrial Relations shall investigate any claim of violation. Upon completing such investigation, the Department shall notify the Owner and any party found to be in violation of this section of its findings and whether a penalty shall be assessed. Determinations under this section may be appealed in the circuit court in the county in which the public works project is located. The Department may establish rules and regulations for the purpose of implementing the provisions of this section.

#### 44) REVISIONS TO MODOT STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION:

Modifications to the 2025 Missouri Standard Specifications for Highway Construction shall be as listed herein.

##### **SECTION 102 - BIDDING REQUIREMENTS AND CONDITIONS**

*All references to submitting electronic bids in Section 102 shall be deleted. Please refer to the "Bid Notice" for directions to submit bids on County projects.*

Delete Section **102.3 Bidding** – in its entirety and replace it with the following:

**102.3 Bidding Documents.** Upon request, the County will furnish the bidding documents to the prospective bidder. These documents will generally be available on the County's website for download and viewing. All prospective bidders must complete the registration form titled "PLAN HOLDER CONTACT INFORMATION" to be eligible to bid on the project and in order to receive updated notices. The documents will state the location, description and requirements of the contemplated construction and will show the estimate of the various quantities and kinds of work to be performed or material to be furnished, and will have a schedule of items for which unit bid prices are invited. The bidding documents will state the time in which the work shall be completed, the amount of the bid guaranty, and the date, time and place of the opening of bids.

**102.3.1** All papers bound with or attached to or referenced in the bidding documents are considered a part thereof and must not be detached or altered when the bid is submitted.

**102.3.2** If applicable, the prospective bidder will be required to pay the Commission the sum stated in the notice of bid opening for each copy of a project's bidding documents. The *Missouri Standard Specifications for Highway Construction*, *Missouri Standard Plans for Highway Construction*, including all revisions of these documents, and other items referenced in the bidding documents, whether attached or not, will be considered a part of the bid. A prospective bidder will be expected to separately purchase or have access to the current edition of the *Missouri Standard Specifications for Highway Construction* and the *Missouri Standard Plans for Highway Construction*, including all revisions of these documents.

**102.3.3** It will be conclusively presumed that all of the bidding documents are in the bidder's possession and that these documents have been reviewed and used by the bidder in the preparation of any bid submitted. The effective dates of the *General Provision & Supplemental Specifications* and the *Supplemental Plans for Highway Construction* will be specified in the contract documents. A copy of the latest version of these documents is available on MoDOT's web site.

Delete Section **102.7 Preparation of Bidding Documents** – in its entirety and replace it with the following:

**102.7 Preparation of Bidding Documents.** All bids shall be properly signed, sealed and submitted in accordance with Sec 102.10. Each bidder shall specify in the bid, in figures, a unit price for each of the separate items listed in the bidding documents, except a unit price entry will not be necessary for those items having a quantity of one and only the amount for that item need be entered. Zero will be considered a valid bid. The bidder shall not enter zero in any "Unit Price" field unless zero is the intended bid for that item. A unit price left blank, with or without an extension, other than items having a quantity of one, will be considered as zero by the Commission. In case of alternate items, unit prices shall be entered for only one alternate, unless otherwise specified in the bidding documents. A unit price shall not exceed two decimal places. Bids shall not contain interlineations, alterations or erasures except as noted in Sec 102.7.1. The bidder shall show the products of the respective unit prices and quantities in the amount column provided for that purpose. The extension of each line item shall be rounded to the nearest second decimal place value, with half cents rounded up. These extensions shall be totaled and in case of errors or discrepancies in extensions, the unit prices shall govern. All entries in the bid shall be in ink or typewritten. If, in the sole discretion of the engineer, an obvious and apparent clerical error exists in the unit price listed for an item due to a misplaced decimal, but the extension appears to be correct and as intended in all respects, the engineer may correct the unit price bid in accordance with the extension listed. All errors in extensions or totals will be corrected by the engineer and such corrected extensions and totals will be used in comparing bids.

**102.7.1** A bidder may alter or correct a unit price, lump sum bid or extension entered on the paper bid form or the computer-generated itemized paper bid form by crossing out the figure with ink and entering a new unit price, lump sum bid or extension above or below in ink, with the bidder's initials.

**102.7.2** A bidder may submit a separate bid on any or all projects, except that bids shall be submitted for all projects in a required combination. Bidders not having the ability to simultaneously execute all contracts for bids submitted during a bid opening may state, in one of the bids, the maximum total value of contract awards the bidder is willing to accept for that bid opening. Only one statement of "Maximum Monetary Value of Awards Accepted this Bid Opening" shall be completed per bid opening. In the event a bidder submits multiple statements of maximum award, the lowest value stated will be used. The Commission reserves the right to select and award the combination of bids, not exceeding this maximum, that will be to the best interest of the County provided these bids are in conformance with the requests for bids. Any corrected bid that exceeds the lowest specified maximum award may be declared non-responsive.

**102.7.3** The bid of an individual, including those doing business under a fictitious name, shall include the signature and address of the individual. The signature shall be exactly the same as that appearing on the contractor questionnaire.

**102.7.4** The bid by a partnership or joint venture, including individuals doing business under fictitious names or corporations, shall be executed by at least one of the partners followed by the title "Partner" or one of the joint venturers followed by the title "Joint Venturer" and the business address of the partnership or joint venturer shown. The true legal name and address of each partner and joint venturer shall also be shown and shall appear exactly the same as that shown on the contractor questionnaire.

**102.7.5** The bid by a corporation, whether acting alone or as a joint venturer, shall show the address and name of the corporation exactly as shown on the contractor questionnaire, and shall include the signature or digital ID and title of a person authorized by its board of directors to bind the corporation.

**102.7.6** Each bidder shall submit with each bid a sworn statement, executed by or on behalf of the bidder to whom a contract may be awarded, certifying that the bidder has not, either directly or indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with the bid or any contract that may result from its acceptance.

**102.7.7** A bid will not be accepted or considered if the bid is the product of collusion among bidders, if the bidder is disqualified or determined not responsible or if the bid is irregular in accordance with Sec 102.8.

Delete Section **102.9 Bid Guaranty** – in its entirety. (*See Section 11 of the “Instructions and Notices to Contractors” in the bid documents*)

Delete Section **102.10** in its entirety.

Delete Section **102.11** in its entirety.

## **SECTION 105 - CONTROL OF WORK**

Delete Section 105.1- Authority and Duties of Commission in Contract Administration - items (a) through (h) that pertain exclusively to MoDOT and not to the County of Jefferson.

Revise 105.4 - Coordination of Contract Documents. - such that the governing ranking will be as follows:

- (a) Job Special Provisions
- (b) Project Specific Drawings
- (c) General Provisions
- (d) Revisions to MoDOT Standard
- (e) Specifications General Special Provisions
- (f) Supplemental Specifications
- (g) Standard Specifications
- (h) Standard Drawings
- (i) Bid Items or Quantities

In case of discrepancies, calculated dimensions will govern over scaled dimensions.

## **SECTION 107 - LEGAL RELATIONS AND RESPONSIBILITY TO THE PUBLIC**

If a Corps of Engineers 404 Permit or Department of Natural Resources Section 401 permit is applicable for a project, then the permit requirements and conditions will prevail over Section 107.10.

## **SECTION 109 - MEASUREMENT AND PAYMENT**

Delete Section 109.9.1.2 of Division 109.9 - Retained Percentage - in its entirety.

Delete Section 109.14 – Price Adjustment for Fuel - in its entirety.

## **SECTION 201 - CLEARING AND GRUBBING**

Add the following to Section 201.2.2.1 - **Clearing**:

(e) All branches hanging lower than 18 feet above the finish roadway surface shall be removed over all lanes of traffic, including up to 3 feet outside the traveled edge of pavement.

## **SECTION 203 - ROADWAY AND DRAINAGE EXCAVATION, EMBANKMENT AND COMPACTION**

Modify Section 203.3.1 of Section 203.3 – Borrow – as follows:

Replace the first sentence with the following: Borrow will consist of approved material required for the construction of embankment or for other portions of the work, and shall be obtained either from borrow areas shown on the plans, from areas designated by the engineer, or from other approved sources.

Modify Section 203.4 as follows:

Delete the reference in Section 203.4.1 that states, "Finishing by hand methods will not be required,...": Replace with the following:

Hand raking or fine grading by mechanical means of the disturbed areas shall be required to remove debris and stones. The soil shall be tilled to a depth of 4" and graded to a reasonably smooth surface. All brush, weeds, excess mud and silt, or other debris shall be removed from culverts and channels within the scope of the work in accordance with Sec 104.11.2, even if such structures are used in place.

Replace Section 203.4.1.1 with the following:

**Field Stone.** Before final project acceptance, the removal and disposal requirements of all loose field stones shall be guided by the following table:

<u>Location</u>	<u>Limits</u>	<u>Maximum Stone Size</u>
Residential and commercial where lawns are maintained	All Disturbed Areas	Relatively Free of Stones - 1/2" maximum
Foreslopes, roadside ditches and backslopes outside of maintained lawn areas	Right of way	1" Maximum
Rock Cut Sections	All Disturbed Areas	As directed by the Engineer

**SECTION 206 - EXCAVATION FOR STRUCTURES**

Replace Section 206.5.2 – with the following:

"Final measurement of Class 3 Excavation for pipe culverts, utilities, retrofit pipe culverts, drop inlets or manholes will be made to reflect the actual computed quantity established from field measurements. The plan quantities were estimated based on the random boring data and visual observations of the adjacent existing ditch lines. The revision or correction will be computed and added to or deducted from the contract quantity. Measurement of Class 3 Excavation will be made to the nearest cubic yard for each structure of that volume of material actually removed from within the area bounded by vertical planes of 12 inch minimum to 18 inches maximum outside of the outer walls of the structure. The upper limits of the volume measured, will be the existing ground line, or the lower limits of the roadway excavation, whichever is lower. The lower limits of the volume measured will include excavation necessary for pipe bedding."

**SECTION 304 - BASES AND AGGREGATE SURFACES**

Delete Section 304.3.5 - Substitutions for Aggregate Base - in its entirety.

Modify Section 304.5 – Method of Measurement – as follows:

Final measurement of the completed aggregate base course will be based on actual field measurements to the nearest square yard.

Replace Section 304.6 - Basis of Payment – with the following:

"The accepted quantities of aggregate base course of the thickness and type specified will be paid for at the contract unit price for each of the pay items included in the contract. Payment will be considered full compensation for water used in performing this work."

**SECTION 401 - PLANT MIX BITUMINOUS BASE AND PAVEMENT**

Section 401.4 Job Mix Formula – The County may waive submission of representative mixture samples. The Contractor, at the time they submit their job mix formula, shall request in writing whether samples are required. The County will respond in writing and if samples are required, they shall be submitted within ten working days of receipt of the County’s letter.

Section 401.4.1 Mixture Design – Modify this paragraph as follows:

The mix design shall be submitted to the County for approval at least seven (7) days prior to mixture production. A mix design shall be submitted for all County projects. The composition of the mixture shall conform to the following limits by weight:

- Total Mineral Aggregate 94.0-96.5
- % Asphalt Binder 3.5-6.0 %

Add the following item to Section 401.4.2 – Required Information:

(q) Unit weight of combined mixture.

Modify Section 401.4.3 Mixture Approval so that “Jefferson County” is substituted where it presently reads “Construction and Materials”.

Delete Section 401.5.2 Substitutions - in its entirety.

Delete Section 401.6 Field Laboratory – in its entirety.

Add the following paragraph to Section 401.7.1:

If a rainfall event occurs (with rain duration lasting more than 5 min.) before 10am on any given workday, then paving operation shall be cancelled for the balance of that workday and the contractor is not charged for the workday. Once a rainfall event begins the contractor is to immediately shut down plant mix operation. No pavement materials will be accepted at the construction site until further notice from engineer. At the contractor’s request, the engineer may waive these requirements on an individual basis.

401.7.5.1 Irregularities. Add a sentence preceding the sentence “The outside edge alignment shall be uniform” as follows: The outside edges of the pavement shall be constructed to an angle of approximately 45 degrees with the surface of the roadbed and rolled with a hand roller for a smooth appearance.

Replace Section 401.8 Quality Control with the following:

The Contractor shall maintain equipment and qualified personnel or retain the services of a qualified testing laboratory to perform QC field inspection, sampling and testing in accordance with applicable portions of Section 403. The testing service shall be a firm different than the one retained by the County for testing services on that project. The Contractor shall notify the Engineer at the preconstruction meeting who they intend to use for testing services, the name of a contact person and their telephone number. A proposed third party testing service for dispute resolution shall be included with the mix design submittal.

Replace the last sentence in Section 401.8.4 Pavement Testing with the following:

The Contractor shall restore the surface from which samples have been taken immediately with the mixture under production or with a non-shrink concrete grout. A cold patch mixture will not be acceptable.

Replace Section 401.13 Method of Measurement with the following:

Measurement will be in accordance with Sec 403.22 and as modified by the job special provisions.

## **SECTION 402 - PLANT MIX BITUMINOUS SURFACE LEVELING**

Delete Section 402.2.2 – in its entirety.

Add the following sentence to the beginning of Section 402.3 Composition of Mixture:

Mixture shall meet the requirements of the asphalt type specified in the contract and/or bidding documents.

Replace Section 402.4 – with the following:

402.4 Job Mix Formula. The mixture shall be in accordance with Sec 401.4 and shall conform to the following limits by weight:

Total Mineral Aggregate 92.0-96.5 %	Asphalt Binder 3.5-8.0 %
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Delete Section 402.9 - in its entirety.

## **SECTION 403 ASPHALTIC CONCRETE PAVEMENT**

Delete Section 403.4.1 – in its entirety.

Replace “Construction and Materials” in Section 403.4.3 with “the Engineer”.

Section 403.6 – Delete the first sentence in its entirety. Revise the fourth sentence to read: “The gyratory compactor shall be one from MoDOT’s Construction and Materials approved list.”

Delete Section 403.10.2 Substitutions – in its entirety.

Section 403.11.1 Field Mix Redesign – Replace “Central Laboratory” with “Engineer”.

Section 403.11.1.1 Approval – replace “Construction and Materials” with “the Engineer”. Delete the second sentence in this section.

Modify the first sentence of 403.17.1 Quality Control Operations – to read:

“The Contractor shall maintain or retain equipment and qualified personnel to perform all QC field inspection, sampling and testing as required by this specification.” Add the following sentence: “The personnel, if from an independent testing laboratory, shall be different than the company retained by the County for QC purposes.”

Section 403.17.2 Bituminous Quality Control Plan – Change “Construction and Materials” to “the Engineer”.

Revise the last sentence of 403.22.4.2 Surface Restoration to read: “If bituminous construction has been completed, the surface from which samples have been taken shall be restored within 48 hours with an approved commercial mixture or with an approved non-shrink concrete grout. Cold mix is not an acceptable patch.

Delete Sections 403.23.5 through 403.23.7.3 inclusive.

#### **SECTION 407 TACK COAT**

Add Section 407.4.1.3 **Weather Limitations**. Tack coat shall not be applied when either the air temperature or the temperature of the surface to be tacked is below 40 F. Temperatures are to be obtained in accordance with MoDOT Test Method TM20.

#### **SECTION 408 PRIME COAT**

Add Section 408.4.1.1 Weather Limitations. Bituminous material shall not be applied (1) when either the air temperature or the temperature of the surface to be primed is below 60 F or (2) when weather conditions prevent the proper construction of the prime coat. Temperatures are to be obtained in accordance with MoDOT Test Method TM20.

#### **SECTION 413 SURFACE TREATMENTS**

Replace “Construction and Materials” in Section 413.30.3 with “the Engineer”.

Replace “Construction and Materials” in Section 413.30.3.1 with “the Engineer”.

Revise Section 413.30.6.1 as follows:

**Quality Control Operations**. Quality control shall be conducted in accordance with Sec 403.17 as modified herein by the “**REVISIONS TO MODOT STANDARD SPECIFICATIONS**”, except as follows.

#### **SECTION 501 CONCRETE**

Section 501.3 Mix Design. – Change the last sentence to read:

“The Contractor may be required to submit representative samples of each ingredient to the Engineer for laboratory testing.”

Revise Section 501.8.2 (f) as follows:

“The Engineer may allow the use of the test concrete for appropriate incidental construction”, shall be deleted. In its place add the following sentence – “Test concrete shall not be used in construction”.

Revise Section 501.8.10 to delete the Type 1 field laboratory at the proportioning plant.

#### **SECTION 502 - PORTLAND CEMENT CONCRETE BASE AND PAVEMENT**

Delete Section 502.3.7 - in its entirety.

Revise the first sentence in Section 502.11.1 to read:

“Prior to approval of concrete mix designs by the engineer, the contractor shall submit a QCP to the County.”

Table I shall be revised so that “Percent of Contract Price” does not exceed 100.

Delete Section 502.15.3, Width, in its entirety.

Delete Section 502.15.4, Pay Factors, in its entirety.

Delete Section 502.15.8, PWL Determination Table, in its entirety.

#### **SECTION 601 FIELD LABORATORIES**

Delete this Section in its entirety.

#### **SECTION 603 WATER LINE INSTALLATION**

Revise Section 603.2 - Material. To include the following sentence after the table:

Materials other than those shown may be specified by the Engineer and shall meet AWWA, ASTM, ANSI and NSF specifications.

Revise Section 603.3.4 - Abandoned Water Mains. To include the following at the end of this section:

8" and larger abandoned water mains remaining under the completed road and or shoulder shall be abandoned by grout filling the line. Grout shall consist of Mortar for Grout as specified in Section 1066. The cost of the grout, plugs, labor, fuel and equipment shall be included in the lump sum unit cost for "Removal of Improvements". Smaller water mains shall be abandoned as noted above by capping and covering the cap with concrete. PVC water mains may be capped with caps made of the same material, glued in place.

#### **SECTION 605 UNDERDRAINAGE**

Delete Sections 605.10.2.5 through 605.10.2.5.3 in their entirety. Video inspection of edge drains will not be required.

#### **SECTION 622 PAVEMENT AND BRIDGE SURFACE REMOVAL AND TEXTURING**

Revise Section 622.10.4 to read:

Final measurements of coldmilling of the type specified will be based on actual field measurements to the limits shown on the plans or as directed by the Engineer, and computed the nearest square yard. Revisions or corrections will be computed and added or deducted from the contract quantity.

#### **SECTION 627 CONTRACTOR SURVEYING AND STAKING**

Add the following to the end of Section 627.2.1:

In addition, the Contractor shall protect and carefully preserve all official survey monuments, property marks, section markers and Geological Survey Monuments, or other similar monuments. The Contractor shall notify the Engineer of the presence of any such survey or property monuments as soon as they are discovered.

Revise Section 627.2.3 to read:

The project will generally have set control points with known coordinates provided by the design consultant. The engineer will furnish all coordinate data to lay out the job and locate benchmarks as shown on the plans. Except as specified herein, the contractor shall provide all other staking, including but not limited to, centerline stakes, right of way stakes, additional lines, connections, ramps, slope stakes, grade stakes, construction benchmarks and reference stakes locating all drainage, roadway and bridge structures, and utilities necessary for the successful prosecution of the work. Centerline staking shall be done before construction begins and shall be established at all PIs, PCs, PTs and at 100 foot intervals within the proposed project limits, including any temporary transition lengths outside the projects limits. Right of way staking shall be a maximum of 200 feet apart on tangents, at angle changes in the right of way and a maximum of 50 feet apart in horizontal curves, on both sides of the road, at all parcel property lines, and shall be done at the initial start of the project to facilitate relocation of utilities. Right of way stakes shall indicate cuts and fills to final grade for help in determination of utility placement. The contractor shall maintain construction stakes for the duration of the project at no additional cost to the County. All alignment control established by the contractor shall be referenced, and a copy of the references shall be furnished to the engineer.

Revise Section 627.2.4 to read:

Any surveying or measurements necessary for computing pay quantities, except for earthwork pay items which quantities are based on cross sections measurements, will be performed by the engineer. The contractor shall notify the engineer at least two working days prior to disturbing any areas used to calculate pay items.

Earthwork pay items which quantities are based on cross section measurements shall have "before" and "after" cross sections performed by the contractor. The contractor shall notify the engineer prior to surveying the cross sections so that a field representative, designated by the engineer, can be present to witness and record and/or verify the readings. The contractor shall cooperate with the designated field representative in coordinating the surveying activities.

Add the following to the end of Section 627.2.1:

Should it be necessary to disturb any survey or property monument (grading, install structure), a Missouri Professional licensed surveyor shall witness and reference their location, and reset such monument after construction work is completed and before final acceptance of project. The cost to protect, preserve and provide any surveying work to reset survey or property monuments will not be paid for separately, but shall be considered as included in the cost of the project, and no additional compensation shall be allowed.

#### **SECTION 703 CONCRETE MASONRY CONSTRUCTION**

Add a sentence to the end of Section 703.3.8 -**Surface Sealing for Concrete** – that reads: "Surface sealing shall not be applied until after all defects in the bridge deck surface have been patched per the Engineer's requirements."

## **SECTION 706 REINFORCING STEEL FOR CONCRETE STRUCTURES**

Delete the last sentence in Section 706.2.2 that allows flame cutting of uncoated reinforcement. Reinforcement shall be saw cut or sheared.

Delete the sentences in Section 706.3.1 that reads: "For bridge decks and top slabs of culverts, bars in the top mat shall be tied at all intersections except where spacing is less than or equal to 12 inches in each direction, in which case alternate intersections shall be tied. At other locations, the bars shall be firmly tied at alternate crossings or closer." Replace this sentence with: "All reinforcement, including superstructure and substructure, shall be tied at 100% of crossing locations."

## **SECTION 712 STRUCTURAL STEEL CONSTRUCTION**

Delete the sentence in Section 712.3 that reads: "Any material that has become bent shall be straightened before being assembled or shall be replaced, if necessary." Replace it with the following: "Any material that has become bent from the intended shape shall be replaced at no cost to the County."

## **SECTION 720 MECHANICALLY STABILIZED EARTH WALL SYSTEMS**

Delete Section 720.3.1 - in its entirety and replace with the following:

The Contractor shall submit product information on the type of mechanically stabilized earth wall system they are proposing. The wall shall be in conformance with the Plans and Job Special Provisions. Shop drawings and design calculations shall be submitted and shall be signed and sealed by a Professional Engineer registered in the state of Missouri.

## **SECTION 724 PIPE CULVERTS**

Revise Section 724.3.1 to read:

Inspection of pipe and pipe placement will be performed visually by the County during construction.

Delete Sections 724.3.2, 724.3.3, 724.3.4, 724.3.5, 724.3.6, 724.3.7, 724.3.8, and 724.3.9.

Revise Section 724.4.1 to read:

Final measurements of pipe culverts of the type specified will be based on actual field measurements to the nearest lineal foot along the geometric center of the pipe. Revisions or corrections will be computed and added or deducted from the contract quantity.

## **SECTION 725 METAL PIPE AND PIPE ARCH CULVERTS**

Revise Section 725.4 to read:

Backfill material for metal culverts shall consist of crushed stone.

Revise Section 725.4.1 to read:

Crushed stone shall consist of a mixture of stone in accordance with Section 1009, Grade 4, Gradation B. For all pipe culverts under roadways or sidewalks crushed stone backfill shall be used for full depth of the trench, and to the subgrade of the road, and to a point two feet on either side of the pavement width. For backfill under grass areas, the granular backfill shall be brought to one foot above the top of the pipe, then completed with earthen backfill to the required grade. Bedding material shall be the same as that specified above for backfill.

## **SECTION 726 RIGID PIPE CULVERTS**

Delete Section 726.1.2.

Modify the sixth sentence in Section 726.3.1 to read:

All joints shall be sealed with an approved plastic compound, tubular joint seal, an external wrap, cement mortar or other approved methods to create a soil tight condition.

Modify 726.3.2 **Bedding** to read:

Bedding for reinforced concrete pipe shall consist of a mixture of stone in accordance with Section 1009, Grade 4, Gradation B.

Section 726.3.4 - Insert the following after the second sentence:

For all pipe culverts under roadways or sidewalks crushed stone backfill, meeting the requirements of Section 1009, Grade 4, Gradation B, shall be used for full depth of the trench, and to the subgrade of the road, and to a point two feet on either side of the pavement width. For backfill under grass areas, the granular backfill shall be brought to one foot above the top of the pipe, then completed with earthen backfill to the required grade.

## **SECTION 727 STRUCTURAL PLATE PIPE AND STRUCTURAL PLATE PIPE-ARCH CULVERTS**

Delete 727.3.3 Bedding and Backfill material and replace with the following:

727.3.3 Bedding and Backfill Material. Bedding for structural plate pipe and structural plate pipe-arch culverts shall consist of a mixture of stone in accordance with Section 1009, Grade 4, Gradation B, except if rock is encountered, the trench shall be excavated to a minimum depth of 8 inches below the bottom of the culvert.

Delete Section 727.3.4.1 and Section 727.3.4.2 and replace with the following:

Backfill shall be with crushed stone consisting of a mixture of stone in accordance with Section 1009, Grade 4, Gradation B. Stone backfill shall be used for full depth of the trench, and to the subgrade of the road, and to a point two feet on either side of the pavement width. Layers of backfill shall be carefully tamped in place and shall be kept at approximately the same elevation on opposite sides of the structure at all times during the progress of work in order to equalize the loading.

## **SECTION 731 PRECAST REINFORCED CONCRETE MANHOLES AND DROP INLETS**

Revise Section 731.4.1 to read:

Final measurements of precast concrete manholes and drop inlets will be based on actual field measurements to the nearest lineal foot along the geometric center of the manhole/drop inlet. Revisions or corrections will be computed and added or deducted from the contract quantity. The depth of the structure will be the vertical distance from the top of the uppermost precast section to the invert flowline.

## **SECTION 732 FLARED END SECTIONS**

Delete the second sentence in Section 732.5 that reads:

When two different diameters of pipe are shown on the plans for a given location for Group B or Group C pipe, the contract unit price for the flared end section or safety slope end section that would be required for the larger diameter pipe will be used for payment purposes.

## **SECTION 801 LIME AND FERTILIZER**

Revise Section 801.2.3 to read:

Fertilizer shall be a standard commercial product which, when applied at the proper rate, will supply the quantity of total nitrogen (N), available phosphoric acid (P205) and soluble potash (K20), as specified in the contract. Where the contract does not specify the fertilizer rate, soil testing shall be performed and a soil amendment program shall be developed. Material may be accepted on the basis of bag label analysis or supplier's certification, and shall be accordance with all applicable Missouri fertilizer laws.

Revise the third sentence in Section 801.4.1 to read:

The soil shall be thoroughly broken up, worked, tilled and loosened to a minimum depth of 4 inches.

Revise the second sentence of 801.4.2 to read:

After application, the lime and fertilizer shall be thoroughly mixed into the soil to a minimum depth of 4 inches, except when applied hydraulically on slopes steeper than 2:1.

Section 801.4.3 is added as follows:

Complete a soil test which includes six (6) soil samples taken from locations that are evenly distributed throughout the project site. Indicate topsoil nutrient and pH levels with a customized soil amendment program with recommended soil supplements and application rates tailored to the specified seed mix.

Revise Section 801.6 to add the following sentence:

No direct payment will be made for soil testing and soil amendment program development. This work is considered incidental to liming and fertilizing.

## **SECTION 802 MULCHING**

Add the following to Section 802.1 **Description**:

If a specified stabilization covering is not indicated in the contract, mulch overspray shall be applied over rocky type soils. In all other cases the contractor shall have the options of mulch overspray, embedment, or other methods as approved by the engineer.

Section 802.2.4 Hydroseeding Mulch is added as follows:

Hydroseeding mulch shall be composed of cellulose or wood fiber products with no growth or germination inhibiting substances and shall be manufactured in such a manner that when thoroughly mixed with seed, fertilizer, organic stabilizer, and water, in the proportions specified, will form a homogeneous slurry which is capable of being sprayed to form a porous mat. The fibrous mulch in its air-dry state shall contain no more than 15% by weight of water. The fiber shall have a temporary green dye and shall be accompanied by a certificate of compliance stating that the fiber conforms to these specifications. Where the contract does not specify the proportions, a recommended mix shall be developed and submitted to the Engineer for approval. Cellulose products shall be applied at a rate not less than 1,000 lbs/acre. Wood fiber products shall be applied at a rate not less than 2,000 lbs/acre. Tackifier shall be organic, non-petroleum based and shall be applied at the manufacturer's recommended rate/acre.

Section 802.3.3 Hydroseeding Mulch Application is added as follows:

All hydroseeding mulch slurry preparations shall be done at the job site. Water, mulch, fertilizer, binder and other ingredients shall be added to the tank simultaneously so that the finished load is a homogenous mix of the specified ingredients. Seed shall be added last and shall be discharged within 2 hours. Loads held over 2 hours shall be recharged with ½ the seed rate before application. Once fully loaded, the complete slurry shall be agitated for 3-5 minutes to allow for uniform mixing. All hydroseed applications shall be applied in a sweeping motion to form a uniform application and form a mat. If mixture remains in tank for more than 8 hours, it shall be removed from the job site at contractor's expense.

## **SECTION 803 SODDING**

Add the following to Section 803.3 Construction Requirements:

Sodding placed at the downstream end of a flared end section or the downstream end of a pipe without a flared end section shall be securely fastened with metal clips. The sod shall be placed slightly lower than the flowline of the flared end section or the flowline of the culvert. Sod washed away by flows through the culvert shall be cleaned up, disposed of and replaced by the Contractor at no additional charge to the County.

## **SECTION 804 TOPSOIL**

Add Section 804.3.3 The Contractor shall be responsible for obtaining all necessary permits for removal of topsoil from an area. This shall include but not be limited to land disturbance, stormwater discharge, endangered species, farmland protection, wetlands, hazardous waste and cultural resources. Contact agencies for most of these are listed on MoDOT's website under Local Public Agency Manual.

## **SECTION 805 SEEDING**

Revise Section 805.2.1 as follows:

For all native grasses listed in the table, the Pure Live Seed minimum percentage shall be 98 percent.

Section 805.2.1 the following is added:

Suppliers shall be from within a 300-mile radius of the project site at a location with similar climate conditions to the project site.

The following is appended to the existing table.

<b>Seed Requirements</b>				
<b>Legumes</b>	<b>Scientific Name</b>	<b>Purity</b>	<b>Germination</b>	<b>Pure Live Seed</b>
White Prairie Clover	Dalea candida			98
Purple Prairie Clover	Dalea purpurea			98
<b>Native Forbs</b>	<b>Scientific Name</b>	<b>Purity</b>	<b>Germination</b>	<b>Pure Live Seed</b>
Partridge Pea	Chamaecrista fasciculata			98
Lanceleaf coreopsis	Coreopsis lanceolata			98
Butterfly weed	Asclepias tuberosa			98
Golden Alexander	Zizia aurea			98
Ohio Spiderwort	Tradescantia ohiensis			98
Brown-eyed Susan	Rudbeckia triloba			98
Black-eyed Susan	Rudbeckia hirta			98
Common milkweed	Asclepias syriaca			98
Lead plant	Amorpha canescens			98
Skyblue Aster	Symphyotrichum oolentangiense			98
Slender mountain mint	Pycnanthemum tenuifolium			98
Pale purple coneflower	Echinacea pallida			98
Wild quinine	Parthenium integrifolium			98
Wild bergamot	Monarda fistulosa			98
Prairie blazing star	Liatris pycnostachya			98
Blue false indigo	Baptisia australis			98
Goldenrod	Solidago rigida			98
Grey-head coneflower	Ratibida pinnata			98

Revised the following under Section 805.3 Construction Requirements:

805.3.1 The seedbed shall be prepared in accordance with Sec 801. Seeding shall be done before the seedbed becomes eroded. Seed shall be uniformly applied at no less than the rates specified in the contract provisions. If no seeding rates are shown in the contract documents, the following seeding rates shall be used:

Residential lawn areas or areas within line-of-sight restrictive zones (all roadside vegetation shall provide a minimum 40 ft line of sight):

<b>Turf Grasses</b>	<b>Scientific Name</b>	<b>Height (ft)</b>	<b>Lbs/Ac</b>
Buffalo Grass	Buchloe dactyloides Mo. Ecotype Sharp's Improved Texoka	0.25 – 0.75	100
English Ryegrass	Lolium perenne	0.25	100
Kentucky Bluegrass	Poa pratensis	0.25	10
Oats	Avena sativa	3.0 - 4.0	20
<b>Total</b>			<b>230</b>

Grassed areas:

Name	Seed Type	Height (ft)	Lbs/Ac PLS
Buffalograss	Native Grass	0.25 - 0.75	17
Blue Grama	Native Grass	0.75 – 2.0	1.5
Sideoats Grama	Native Grass	1.5 – 2.5	1.6
Prairie Dropseed	Native Grass	2.0 – 3.0	0.5
White Prairie Clover	Legume	1.0 – 2.0	1.4
Purple Prairie Clover	Legume	1.0 – 3.0	2
Annual Ryegrass	Cover Crop	1.0 – 3.0	10
Oat Grain	Cover Crop	1.5 – 3.0	17
<b>Total</b>			<b>51</b>

Native Prairie areas:

Name	Seed Type	Height (ft)	Lbs/Ac PLS
Blue Grama	Native Grass	0.75 – 2.0	0.4
Sideoats Grama	Native Grass	1.5 – 2.5	0.3
Prairie Dropseed	Native Grass	2.0 – 3.0	1.6
Little Bluestem	Native Grass	2.0 – 4.0	0.4
Butterfly weed	Forb	1.0 – 2.5	1.1
Ohio Spiderwort	Forb	2.0 – 3.0	1.3
Brown-eyed Susan	Forb	2.0 – 3.0	1.1
Common milkweed	Forb	2.0 – 3.0	0.5
Lead plant	Forb	2.0 – 3.0	0.3
Skyblue Aster	Forb	2.0 – 3.0	1.6
Slender mountain mint	Forb	2.0 – 3.0	2.6
Wild quinine	Forb	2.0 – 4.0	2.6
Blue false indigo	Forb	3.0 – 4.0	2.1
Goldenrod	Forb	3.0 – 5.0	2.1
Total Native Seed Mix			18
Name	Seed Type	Height (ft)	Lbs/Ac PLS
Annual Ryegrass	Cover Crop	1.0 – 3.0	10
Oat Grain	Cover Crop	1.5 – 3.0	10
<b>Total Mix with Cover Crop</b>			<b>38</b>

In lieu of the above seed requirements, it is acceptable to use a seed mixture containing 300 lbs of Tall Fescue meeting Missouri DOT specifications.

Revise 805.3.2 to read:

805.3.2 Disturbed areas outside of authorized construction limits shall be seeded at the contractor’s expense, unless such disturbed areas are adjacent to the construction limits and caused by utility relocation/adjustment work. Disturbed areas caused by such utility work shall be prepared and seeded as directed by the Engineer.

Revise 805.3.3 to read:

Handling requirements: Seed shall be kept in its original container with the label information intact and legible. Provide seed mixture in containers showing percentage of seed mix, germination percentage, inert matter percentage, weed percentage, year of production, net weight, date of packaging, and location of packaging. The seed shall be stored away from moisture, excessive heat and direct sunlight. The seed shall be protected from rodents, insects and other vermin. Seed in damaged packaging is not acceptable.

Add Section 805.3.4:

Live Plant Installation and Maintenance requirements: General Installation Conditions. Plants, shall not be installed when ambient temperatures may drop below 32°F. All plants shall not be installed when ambient temperatures are forecasted to rise above 90°F at any point during a forty-eight (48) hour period following installation. Plants shall not be installed when wind velocity exceeds 30 mph.

Seed. Seed shall be applied at a rate and with the species as specified in the contract. NATIVE SEED SHALL ONLY BE INSTALLED BETWEEN SEPTEMBER 1 THROUGH NOVEMBER 30 AND FEBRUARY 15 THROUGH MAY 31.

Seeded areas shall be planted using a rangeland type grain drill or no-till planter with positive-feed mechanism, such as by Truax™, Tye™, J. Thom Wildseeder™, or approved equal. There shall be depth control bands that allow seed placement of 0.10 to 0.50 inch on all double discs. The drill shall have independently mounted press wheels that firm the seed bed around the seed without affecting the double discs. All instructions provided by the manufacturer of the seeding equipment shall be strictly observed and followed by the contractor. All drill-seeding methods shall be approved by the Engineer.

Drill seeding shall be allowed for flat areas and slopes up to 3(H):1(V); and Hydro seeding shall be required on slopes 3(H):1(V) or steeper. Drop (hand) seeding shall only be allowed in small disturbed areas as approved by the engineer. Drop (hand) seeding shall be performed using a hand-held broadcast seeder. Seed shall not be applied with a hand-held broadcast seeder if wind speed exceeds 15 miles per hour. Prior to application, the seeds shall be thoroughly mixed with a low-density, non-toxic bulking agent such as fine cocoa shell mulch, vermiculite or perlite. After seeding, the seed shall be raked or dragged into the soil surface to an average depth of 0.25 inch. In a separate operation, the seedbed shall be rolled with a weighted roller not exceeding 112 lbs./linear foot to firmly press the seed into the soil. The dragging and rolling operations shall be carried out perpendicular to the slope.

Add Section 805.3.5:

All seeded areas shall receive an erosion control blanket in accordance with Sec 806.90 or Hydroseeded in accordance with Sec 802. Seeded areas may be mulched in accordance with Sec 802 only with the authorization of the Engineer. The seeded area shall be covered with erosion control blanket or other specified erosion control material within 24 hours of seeding. If precipitation is forecasted within 24 hours of seeding, then the seeded area shall be covered with erosion control blanket or other specified erosion control material the same day. Equipment shall not be operated on the area after the seed and erosion control have been installed.

Add Section 805.3.6:

Post Installation Plant Maintenance requirements: Contractor shall thoroughly water installed plants within 24 hours of installation. Installed plants shall be watered sufficient to saturate root system at least once each week during the establishment period unless otherwise instructed by the Engineer. Maintain native seeded areas immediately after placement until plants are well established and exhibit vigorous growing conditions acceptable to Engineer.

Plants that are installed during the spring planting period shall be watered once a week during the following summer months of May, June, July and August. Plants that are installed during the fall planting period shall be watered once a week during the following spring months of March, April and May only if there is less than 1" of rain during each week, and once a week during the following summer months of June, July and August regardless of rainfall. Weeks shall be measured 12:00 a.m. Monday to 12:00 a.m. Monday.

During the establishment period following provisional acceptance, the Contractor shall check the planted areas every two weeks between April 1 and June 30 for weed and invasive growth. Contractor shall mow herbaceous vegetation whenever weeds approach 12 inches in height or start to develop seeds. Weeds shall not be allowed to set seed. The herbaceous vegetation shall be mowed to a height of no more than six (6) inches. Remove invasive species according to control recommendations by the Missouri Department of Conservation. Information is available at: <http://mdc.mo.gov/your-property/problem-plants-and-animals/invasive-plants>

During the year following provisional acceptance, the Contractor shall correct erosion and drainage problems. For any seeded area showing bare ground patches larger than 36"x36", Contractor shall hand seed using the seed mix

specified in the contract and cover with erosion control blanket or other specified erosion control material. Contractor shall use a cover crop to hold soil when bare spots develop outside ideal native seed installation times and follow up with native seed installation during the acceptable planting window. Contractor shall remove required silt fencing one year after provisional acceptance and restore the fence area by hand seeding, using the seed mix specified in the contract.

The Contractor shall keep a log of plant establishment activities, including date/time for each site visit along with general condition of the planting area and work performed. This log shall be supplied to the Engineer. Any issues beyond the Contractor's control, such as destruction of plants by animals or neighbors, shall be immediately reported to the Engineer.

The establishment period ends on September 1<sup>st</sup> after the first growing period.

Revise 805.4 Acceptance to read:

805.4.1 Provisional Acceptance. The Contractor shall request inspection for provisional acceptance by the Engineer after seed and erosion control blanket installation are completed and in place within the specified planting window for native seeding. The establishment period and post installation plant maintenance requirements begin after seed and erosion control blanket installation are completed, regardless of the provisional acceptance inspection.

805.4.2 Final Acceptance. Final Acceptance of permanent seeding will be made when seeded disturbed areas meet the requirements for final stabilization. The Contractor shall request inspection for final acceptance by the Engineer no earlier than September 1<sup>st</sup> following the establishment period. Planted areas shall meet or exceed the following performance criteria one full growing season after provisional acceptance: 80% plant cover provided by seeded species over the disturbed land areas, with seedlings of at least two planted grass species found, and seedlings of at least eight planted forb species found. No invasive species shall be found within the planted area.

Add 805.6.1 as follows:

Warranty period. The Contractor shall warrant the planted material for one year following final acceptance. No direct payment will be made for corrective warranty work.

## **SECTION 806 POLLUTION, EROSION AND SEDIMENT CONTROL**

Revise 806.4.4 to read as follows:

Erosion control features shall be in place prior to any clearing and grubbing of the construction site. Additional erosion control features may need to be installed as the project continues and problem areas become exposed. Until the site is stabilized, all erosion and sedimentation control BMPs must be maintained properly. Maintenance must include inspections of all erosion and sedimentation control BMPs after each rainfall event and on a weekly basis. A written inspection report by the contractor shall be submitted to the engineer after every inspection. The report shall state a summary of the site conditions, status of the erosion and sediment control BMPs, date, time and name of inspector. The Contractor shall maintain all erosion control features by removing silt buildup so that the erosion control feature is fully effective. Any erosion control features knocked down during construction shall be reinstalled at no additional cost to the County.

Add a paragraph to 806.80.3 as follows:

The Contractor shall maintain the temporary pipes throughout the length of the project. Pipes, backfill and road surface washed out shall be replaced at no additional cost to the County.

Add 806.90.2.1 as follows:

Erosion control blankets for native seed mix areas shall be an excelsior fiber or heavy-duty excelsior fiber erosion control blanket meeting the requirements specified in Section 1011.3.5.

Add 806.90.3.1 as follows:

The placed ECB shall be firmly in contact with the soil and shall not exhibit tenting or wrinkles. The top, sides and toe of the blanket area shall be trenched in a minimum of one (1) foot and stapled. On the blanket face, wire staples shall be installed on minimum 20-inch centers vertically and 24-inch centers horizontally. Seams shall have a minimum of 6 inches of overlap and shall be stapled on 18-inch centers. Upstream/upslope edges at seams shall

overlap downstream/downslope edges. A stapled check slot shall be placed at 35-foot intervals. Check slots shall be perpendicular to the surface flow direction. Slots shall be a minimum of six inches deep and stapled with two staggered rows of staples at six-inch centers. Equipment shall not be operated on the slope after the blanket has been installed.

Add the following sentence to 806.100.2.2:

The Contractor shall maintain the temporary stream crossing throughout the length of the project. Pipes, backfill and road surface washed out shall be replaced at no additional cost to the County.

#### **SECTION 1011 GEOTEXTILE**

Add the following to Section 1011.3.5:

Excelsior fiber erosion control blanket. The excelsior fiber erosion control blanket shall consist of an engineered biodegradable erosion fiber with a 100% biodegradable netting such as Curlex Double Net (Curlex II) with FibreNet or approved equal. The erosion control blanket shall consist of a rolled erosion control product manufactured of wood excelsior fibers. The fibers shall be curled, interlocking fibers with barbed edges made from Great Lakes Aspen Excelsior with no weed seeds where 80% of the fibers are six-inch minimum length and 0.038" ± 0.010" wide by 0.018" ± 0.003" thick. The blanket shall be of consistent thickness with fibers evenly distributed throughout the entire area of the blanket and be free of voids. The top and bottom of the blanket shall be covered with a 100% biodegradable woven netting structure. Water absorption shall be 250% ± 25%.

A. Excelsior Erosion Control Blanket

1. Matrix: 100% curled wood excelsior fiber, min. wt. 0.73 lbs ± 10% per square yard.
2. Netting: 100% biodegradable fibre, FibreNet
3. Roll Size: 4 feet x 101.25 feet, 8 feet x 101.25 feet, 16 feet x 101.25 feet
4. Color: Natural Aspen
5. Shear Stress: up to 2.25 lbs/sf

Heavy duty excelsior fiber erosion control blanket. The heavy duty excelsior fiber erosion control blanket shall consist of an engineered biodegradable erosion fiber with a 100% biodegradable netting such as Curlex High Velocity (Curlex HV) with FibreNet or approved equal. The erosion control blanket shall consist of a rolled erosion control product manufactured of wood excelsior fibers. The fibers shall be curled, interlocking fibers with barbed edges made from Great Lakes Aspen Excelsior with no weed seeds where 80% of the fibers are six-inch minimum length and 0.038" ± 0.010" wide by 0.018" ± 0.003" thick. The blanket shall be of consistent thickness with fibers evenly distributed throughout the entire area of the blanket and be free of voids. The top and bottom of the blanket shall be covered with a 100% biodegradable woven netting structure. Water absorption shall be 250% ± 25%.

A. Excelsior Erosion Control Blanket

1. Matrix: 100% curled wood excelsior fiber, min. wt. 1.62 lbs ± 10% per square yard.
2. Netting: 100% biodegradable fibre, FibreNet
3. Roll Size: 8 feet x 50 feet
4. Color: Natural Aspen
5. Shear Stress: up to 3.25 lbs/sf (unvegetated)

**END OF "REVISIONS TO MODOT STANDARD SPECIFICATIONS"**

**END OF GENERAL PROVISIONS**

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

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

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

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

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

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

(a) The contractor, subrecipient or subcontractor shall not discriminate based on race, color, religion, 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; sub-contractor, or material supplier performing the work on or for the project. For the purposes of any federal-aid contract awarded by the Local Public Agency (LPA), they will be designated as “the recipient”. The contractor shall include this same contract provision in every supply contract or subcontract the contractor makes or executes.

**6.0 DBE Program Information.** DBE Program information may be obtained from the MoDOT Business Development & Compliance Division, 105 W. Capitol Avenue, P.O. Box 270, Jefferson City, Missouri 65102-0270. Phone (573) 751-7801, Fax (573) 526-0558, E-Mail: [dbe@modot.mo.gov](mailto:dbe@modot.mo.gov). It will be the duty of each contractor, and for the contractor’s subcontractors to take the steps necessary to determine the legal obligations and limitations under the DBE Program, as an element of responsibility. It will be the duty of each certified DBE firm to know, understand and comply with the DBE firm’s legal obligations and limitations under the DBE Program, as a requirement of program participation.

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

The MRCC DBE Directory can be found at the following link: <https://www.modot.org/welcome-business-development-and-compliance>

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

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

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

race, color, age, national origin or gender in the performance of the contract, or in the award of any subcontract.

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

(d) The bidder certifies, that if awarded the federal-aid contract with an approved DBE Good Faith Effort, the bidder will at a minimum achieve any DBE participation committed at time of bid as well as make good faith efforts to obtain additional DBE participation throughout the life of the project. Any liquidated damages at the completion of the project will be assessed contingent on the awarded bidders efforts in obtaining DBE participation.

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

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

meet the DBE contract goal and that each DBE firm listed has clearly confirmed to the bidder that the DBE firm will participate in and perform the work, with the DBE's own forces.

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

(1) The bidder further certifies understanding, that if a DBE firm listed in the bid or approved in the executed contract documents ceases to be a certified DBE firm, at any time during the performance of the contract work, and a contract or subcontract with that firm has not yet been executed by the prime and subcontractor, the contractor can not count any work performed by that firm after the date of the firm's loss of eligibility toward meeting the DBE contract goal. The contractor can pursue efforts to replace the work planned with the decertified firm, with other certified DBEs, in coordination with MoDOT's Business Development & Compliance Division. 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 on the executed subcontract. However, if the reason for the firm's DBE decertification is due to the firm being acquired or merged with a non-DBE, the portion of the work remaining after the date of decertification is not eligible for counting towards the contract goal. In this case, the Contractor must seek additional DBE participation to the extent needed to meet the contract goal or demonstrate that it has made good faith efforts to do so. Subcontract extensions that add work for firms that become decertified from the DBE program may not count for DBE goal credit without MoDOT's prior written consent.

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

**10.0 Contract Goal Submittal.** The bidder may submit the completed "DBE Identification Submittal" information in the bid documents at the same time as, and within the sealed bid, at the time the bid is submitted. However, if that information is not completed and submitted with the initial sealed bid, then as a matter of responsiveness

and responsibility, all bidders shall file the completed “DBE Identification Submittal” pages to the Local Agency on or before 4:00 p.m. of the third business day after the bid opening date. The Local Agency may permit telefax transmittal.

Any “DBE Identification Submittal” that identifies a DBE regular dealer or distributor must be accompanied by a “DBE Regular Dealer/Distributor Affirmation Form” that is completed and signed by both the bidder and the DBE. This form must be received on or before 4:00 p.m. of the third business day after the bid opening date.

No extension of time will be allowed for any reason. The means of transmittal and the risk of timely receipt of the information shall be the bidder’s.

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

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

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

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

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

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

(a) By submitting a bid on a federal-aid project, the bidder accepts and agrees to these provisions, and the disposition of the bidders bid bond or guaranty, upon demand by the Local Agency.

**11.0 DBE Participation for Contract Goal Credit.** Goal credit will be in accordance with 49 CFR 26.55 as outlined for the following DBE types:

- Subcontractor
- Manufacturer
- Regular Dealer
- Distributor
- Broker
- Trucker

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

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

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

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

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

and the extent to which the DBEs were fully paid for that work. The contractor shall acknowledge, by the act of filing the detailed list, that the information is supplied to obtain payment regarding a federal participation contract.

**13.2** Failure on the part of the contractor to achieve the DBE participation to which the contractor committed in the contract may result in liquidated damages being imposed on the contractor by the Commission for breach of contract and for non-compliance. If the contract was awarded with less than the original DBE contract goal proposed by the Commission, the revised lower amount became the final DBE contract goal, and that goal will be used to determine any liquidated damages to be assessed. Additionally, the Commission or MoDOT may impose any other administrative sanctions or remedies available at law or provided by the contract in the event of breach by the contractor by failing to satisfy the contractor's DBE contract goal commitment. The contractor will be offered the opportunity for administrative reconsideration of any assessment of liquidated damages determined at the project completion, upon written request. The administrative reconsideration officer may consider all facts presented, including the legitimacy or business reason for back charges assessed against a DBE firm, in determining the final amount of liquidated damages.

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

**15.0 Bidders List Data Collection.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11, to provide data about its DBE program. The information shall consist of the names of all DBE and non-DBE subcontractors, suppliers, manufacturers, distributors, or brokers for actual use and of consideration by the prime bidder. Forms are provided to bidders that specify all required data points. Failure to submit the required forms may deem the bid irregular.

# DBE PROGRAM-Monitoring and Enforcement

## Commercially Useful Function

One of the key requirements of the DBE Program is that a **commercially useful function** be performed. This is defined as:

***"Being responsible for execution of a contract or a distinct element of the work by actually performing, managing, and supervising the work involved."***

MoDOT personnel monitor the performance of work to be performed by DBE firms on all federal aid projects. MoDOT personnel review all elements of the work to be performed, including supervision of employees, employee payroll, and equipment used by the DBE firm. Contractors, DBEs, local public agencies, and all employees are required to cooperate with MoDOT personnel conducting investigations.

Failure of a DBE firm to perform a commercially useful function will result in the dollar amount of the work not being credited toward the DBE goal on the project. This can result in MoDOT withholding payment from the prime contractor, or agency, for that amount, or could result in removal of eligibility of the DBE. In cases of deliberate attempts to circumvent the intent of the DBE program, or fraud, these actions may lead to criminal prosecution of both the prime contractor and the DBE firm.

Red Flag situations which may result in an investigation include, but are not limited to, shared employees, supervision of DBE employees by another contractor, use of the prime's equipment, use of other equipment by the DBE without a long-term lease, materials for the DBE ordered, or paid for, by the prime contractor, or an item of work being done jointly by the DBE firm and another contractor.

## **Management**

The DBE must manage the work that has been contracted. Management includes, but is not limited to, scheduling work operations, ordering equipment and materials, preparing and submitting certified payrolls, and hiring and firing employees. The DBE owner must supervise daily operations, either personally or with a full time, skilled, and knowledgeable superintendent. The superintendent must be under the DBE owner's direct supervision. The DBE owner must make all operational and managerial decisions of the firm. Mere performance of administrative duties is not supervision of daily operations.

## **Materials**

The DBE shall negotiate the cost, arrange delivery, and pay for the materials and supplies for the project. MoDOT will review invoices to verify billing and payment. The DBE must prepare the estimate, quantity of material, and be responsible for the quality of materials.

Two-party checks for payment may be made to the DBE and the supplier **only** if approved by MoDOT in advance. **No** credit toward the DBE goal will be given for the cost of materials or supplies paid directly by the prime for the DBE firm.

## **Employees**

In order to be considered an independent business, DBE firms must keep a regular workforce. DBE firms cannot "share" employees with non-DBE contractors, particularly the prime contractor. All work must be performed with a workforce the DBE firm controls, with a minimum of 30% of the work to be performed by the DBE firm's regular employees, or those hired by the DBE firm for the project from a source **other** than the prime contractor.

If a DBE firm does not perform or exercise responsibility for at least thirty (30) percent of the total cost of its contract or subcontract with its own work force, or the DBE subcontracts a greater portion of the work of a contract or subcontract than would be expected on the basis of normal industry practice for the type of work involved, MoDOT shall presume that the DBE is not performing a commercially useful function.

## **Sanctions**

The failure of a DBE firm to perform a commercially useful function (CUF) will result in the dollar value of that DBE firm's work not being credited toward the contractor's DBE goal for that contract. This may result in MoDOT withholding payment from the prime contractor of the entire amount not credited, if this results in the contractor's failure to achieve the DBE participation goal for that contract.

Deliberate conduct or indifference to the CUF requirements can also lead to the DBE firm's removal of eligibility. In any and all cases of deliberate attempts by the contractor, a DBE firm, or other firms to circumvent the requirements of the USDOT or MoDOT DBE Program, or their related contract requirements, or fraud of any kind, these actions may lead to suspension or debarment of the firms and their affiliates by MoDOT and may result in criminal prosecution and sanctions, plus civil and contractual liability, of any firm or person involved.

## **Fraud**

MoDOT will notify the USDOT of any suspected false, fraudulent, or dishonest conduct in connection with the DBE program, in order for the USDOT to take the steps (e.g., referral to the Department of Justice for criminal prosecution, referral to the USDOT Inspector General, action under suspension and debarment or Program Fraud and Civil Penalties rules) provided in §26.109. MoDOT will also consider similar action under Missouri legal authorities, including responsibility determinations in future contracts.

## Termination, Removal, Or Substitution Of DBE Firm

A contractor cannot terminate, release, or substitute any DBE firm without the written consent of MoDOT. The contractor must provide documentation to the Resident Engineer that the DBE firm is **unwilling or unable to perform** within 5 working days of notice of the inability to perform by the DBE firm. The Resident Engineer will forward the notice to the External Civil Rights Administrator for approval. If removal of a DBE firm is approved, or a DBE firm withdraws, the contractor must make a good faith effort to find a replacement DBE firm. The contractor must make efforts to replace the dollar value of work to be performed not merely finding a replacement for the work that was to be performed by the DBE firm being replaced. If substitution of a DBE firm is approved, the prime contractor must provide the Resident Engineer and External Civil Rights Administrator copies of new or amended subcontracts.

## DBE Participation

DBE credit will count toward the contractual goal only for work actually performed by the DBE firm and within the Standard Industry Classification (SIC) code approved for that firm. The credit will be counted in the following manner:

### Manufacturer

Credit is given for 100 percent of the value paid for materials furnished which become a permanent part of the project. A manufacturer is a firm that owns and operates the facilities to produce a product required by the project and purchased by the contractor.

### Supplier

Credit is given for 60 percent of the value paid for materials furnished which becomes a permanent part of the project. A supplier sells goods to the general public and maintains an inventory at an owned or leased warehouse or store. Bulk items such as steel, petroleum products, or rock do not have to be maintained in an on-site inventory. Credit will not be given for the cost of the materials and separate credit for the hauling of those same materials. Transportation of the materials is deemed part of the total cost.

### Broker

Credit is given for 100 percent of the **fees** or **commission** received by the DBE firm for materials purchased, services provided, or equipment secured and resold to the contractor. Fees or commissions are defined as the difference between what the DBE firm paid for the materials purchased, services provided, or equipment secured and the price paid by the contractor to the DBE firm for those items. A broker does not manufacture or supply on a regular basis.

### Trucker

Credit is given for 100 percent of the amount paid to the DBE trucker if the majority of the trucking is performed by the DBE, with employees of the DBE, using equipment owned or long-term leased by the DBE. However, if the DBE firm uses leased trucks, at least one truck owned by the firm **must** be used on the project.

Full credit will not be given for leased trucks unless they are leased from another DBE firm, DBE owner

operators, or a recognized commercial leasing operation. Firms licensed by the Missouri Division of Motor Carrier and Railroad Safety as leasing agents qualify as a recognized leasing operation. Lease of trucks from the prime contractor will not be credited toward the DBE goal other than the fees and commissions. This type of relationship will be subject to strict scrutiny.

All trucks used must be labeled clearly and visibly with a sign indicating the firm owning or leasing the vehicle. MoDOT will require submittal of a truck roster report, including ownership and vehicle identification information, on a regular basis. MoDOT project office personnel will review the rosters for verification and will monitor the trucks operating on the project. MoDOT will conduct random verification and report any irregularities to the External Civil Rights Unit for review.

If the DBE firm uses owner-operators to supplement their owned trucks, the DBE must be responsible for management and supervision of the entire trucking operation. The trucking arrangement or contract **cannot** be a contrived arrangement to meet the DBE goal. The DBE will be considered a broker, and only fees or commissions received will count toward the goal, if the DBE is not in full control, or does not have employees or trucks on the project.

In order for the use of a DBE trucker to be credited for the delivered price of materials/ supplies, the trucker must be certified as a supplier or manufacturer of the material, responsible for the quality standards of the material, negotiating the material price, payment, and select the source.

## **Contractor**

Credit is given for 100 percent of the amount of paid to a DBE contractor for labor and materials provided to perform a defined and clearly measurable portion of the contract. 30 percent of the work must be performed by the DBE's **own** employees and the DBE must order and pay for all supplies and materials.

## **Verification**

**MoDOT, through Jefferson County, requires submittal of an affidavit of final payment for all DBE firms prior to release of final payment and retainage to the prime contractor. The final original items to be performed, change orders, final quantities, and payments are then reviewed to determine if the contractor has complied with the contractual DBE goal. If the prime does not comply with the goal, MoDOT withholds the amount the contractor failed to achieve as the administrative remedy for non-compliance.**

**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:

**ATTACHMENTS**

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

**I. GENERAL**

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under title 23, 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 increase employment opportunities for minorities and women; and

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

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

### III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of 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 extends further to ensure that its employees are not assigned to perform their services at any location under the contractor's control where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

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

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size), 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 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. *Wage rates and fringe benefits.* All laborers and mechanics employed or working upon the site of the work (or otherwise working in construction or development of the project under a development statute), 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 basic hourly 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. As provided in paragraphs (d) and (e) of 29 CFR 5.5, the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract. Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act ([40 U.S.C. 3141\(2\)\(B\)](#)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.e. 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 must be paid the appropriate wage rate and fringe benefits on the wage determination for the classification(s) of work actually performed, without regard to skill, except as provided in paragraph 4. of this section. 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 classifications and wage rates conformed under paragraph 1.c. of this section) and the Davis-Bacon poster (WH-1321) must 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. *Frequently recurring classifications.* (1) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in [29 CFR part 1](#), a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph 1.c. of this section, provided that:

(i) The work performed by the classification is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;

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

(iii) The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(2) The Administrator will establish wage rates for such classifications in accordance with paragraph 1.c.(1)(iii) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

c. *Conformance.* (1) The contracting officer must 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 be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate 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 used 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) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(3) 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 will be sent by the contracting officer by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov). 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.

(4) 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 will, by email to [DBAconformance@dol.gov](mailto:DBAconformance@dol.gov), 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.

(5) The contracting officer must promptly notify the contractor of the action taken by the Wage and Hour Division

under paragraphs 1.c.(3) and (4) of this section. The contractor must furnish a written copy of such determination to each affected worker or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph 1.c.(3) or (4) of this section must 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.

d. *Fringe benefits not expressed as an hourly rate.* 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 may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

e. *Unfunded plans.* 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, in accordance with the criteria set forth in § 5.28, 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.

f. *Interest.* In the event of a failure to pay all or part of the wages required by the contract, the contractor will be required to pay interest on any underpayment of wages.

## 2. Withholding (29 CFR 5.5)

a. *Withholding requirements.* The contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in this section for violations of this contract, or to satisfy any such liabilities required by any other Federal contract, or federally assisted contract subject to Davis-Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld. In the event of a contractor's failure to pay any laborer or mechanic, including any apprentice or helper working on the site of the work all or part of the wages required by the contract, or upon the contractor's failure to submit the required records as discussed in paragraph 3.d. of this section, the contracting agency may on its own initiative and 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.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with paragraph

2.a. of this section or Section V, paragraph 3.a., or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901–3907](#).

### 3. Records and certified payrolls (29 CFR 5.5)

a. *Basic record requirements (1) Length of record retention.* All regular payrolls and other basic records must be maintained by the contractor and any subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in construction or development of the project under a development statute) for a period of at least 3 years after all the work on the prime contract is completed.

(2) *Information required.* Such records must contain the name; Social Security number; last known address, telephone number, and email address of each such worker; each worker's correct classification(s) of work actually performed; 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act); daily and weekly number of hours actually worked in total and on each covered contract; deductions made; and actual wages paid.

(3) *Additional records relating to fringe benefits.* Whenever the Secretary of Labor has found under paragraph 1.e. of this section 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 [40 U.S.C. 3141\(2\)\(B\)](#) of the Davis-Bacon Act, the contractor must 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.

(4) *Additional records relating to apprenticeship.* Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

b. *Certified payroll requirements (1) Frequency and method of submission.* The contractor or subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, certified payrolls to the contracting

agency. The prime contractor is responsible for the submission of all certified payrolls by all subcontractors. A contracting agency or prime contractor may permit or require contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the contractor, the contracting agency, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the contractor is unable or limited in its ability to use or access the electronic system.

(2) *Information required.* The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under paragraph 3.a.(2) of this section, except that full Social Security numbers and last known addresses, telephone numbers, and email addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker ( e.g., the last four digits of the worker's Social Security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division website at <https://www.dol.gov/sites/dolgov/files/WHD/legacy/files/wh347.pdf> or its successor website. It is not a violation of this section for a prime contractor to require a subcontractor to provide full Social Security numbers and last known addresses, telephone numbers, and email addresses to the prime contractor for its own records, without weekly submission by the subcontractor to the contracting agency.

(3) *Statement of Compliance.* Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor, or the contractor's or subcontractor's agent who pays or supervises the payment of the persons working on the contract, and must certify the following:

(i) That the certified payroll for the payroll period contains the information required to be provided under paragraph 3.b. of this section, the appropriate information and basic records are being maintained under paragraph 3.a. of this section, and such information and records are correct and complete;

(ii) That each laborer or mechanic (including each helper and apprentice) working 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](#); and

(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(s) of work actually performed, as specified in the applicable wage determination incorporated into the contract.

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

(5) *Signature.* The signature by the contractor, subcontractor, or the contractor's or subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(6) *Falsification.* 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. 3729](#).

(7) *Length of certified payroll retention.* The contractor or subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

c. *Contracts, subcontracts, and related documents.* The contractor or subcontractor must maintain this contract or subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The contractor or subcontractor must preserve these contracts, subcontracts, and related documents during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

d. *Required disclosures and access (1) Required record disclosures and access to workers.* The contractor or subcontractor must make the records required under paragraphs 3.a. through 3.c. of this section, and any other documents that the contracting agency, the State DOT, the FHWA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statutes referenced by § 5.1, available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(2) *Sanctions for non-compliance with records and worker access requirements.* If the contractor or subcontractor fails to submit the required records or to make them available, or refuses to permit worker interviews during working hours on the job, the Federal agency may, after written notice to the contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, 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, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to § 5.12. In addition, any contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under [29 CFR part 6](#) any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the contractor or person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(3) *Required information disclosures.* Contractors and subcontractors must maintain the full Social Security number and last known address, telephone number, and email address

of each covered worker, and must provide them upon request to the contracting agency, the State DOT, the FHWA, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

#### **4. Apprentices and equal employment opportunity (29 CFR 5.5)**

a. *Apprentices (1) Rate of pay.* Apprentices will be permitted to work at less than the predetermined rate for the work they perform 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 (OA), or with a State Apprenticeship Agency recognized by the OA. A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program. In the event the OA or a State Apprenticeship Agency recognized by the OA withdraws approval of an apprenticeship program, the contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(2) *Fringe benefits.* Apprentices must 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, fringe benefits must be paid in accordance with that determination.

(3) *Apprenticeship ratio.* The allowable ratio of apprentices to journeyworkers on the job site in any craft classification must not be greater than the ratio permitted to the contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph 4.a.(4) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph 4.a.(1) of this section, must 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 this section must be paid not less than the applicable wage rate on the wage determination for the work actually performed.

(4) *Reciprocity of ratios and wage rates.* Where a contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyworker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ratio and wage rate specified in the contractor's registered program must be observed.

b. *Equal employment opportunity.* The use of apprentices and journeyworkers under this part must be in conformity with

the equal employment opportunity requirements of Executive Order 11246, as amended, and [29 CFR part 30](#).

c. 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 journeyworkers 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 must insert FHWA-1273 in any subcontracts, along with the applicable wage determination(s) and such other clauses or contract modifications as the contracting agency may by appropriate instructions require, and a clause requiring the subcontractors to include these clauses and wage determination(s) in any lower tier subcontracts. The prime contractor is responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this section. In the event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and may be subject to debarment, as appropriate. 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.** a. By entering into this contract, the contractor certifies that neither it 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 [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of [40 U.S.C. 3144\(b\)](#) or § 5.12(a).

c. The penalty for making false statements is prescribed in the U.S. Code, Title 18 Crimes and Criminal Procedure, [18 U.S.C. 1001](#).

**11. Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#);

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#); or

d. Informing any other person about their rights under the DBA, Related Acts, this part, or [29 CFR part 1](#) or [3](#).

## 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 watchpersons 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 and interest from the date of the underpayment. 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 watchpersons 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.

\* \$31 as of January 15, 2023 (See 88 FR 88 FR 2210) 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

a. *Withholding process.* The FHWA or the contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime contractor or any subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section on this contract, 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 that is held by the same prime contractor (as defined in § 5.2). The necessary funds may be withheld from the contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the contractor liability for which the funds were withheld.

b. *Priority to withheld funds.* The Department has priority to funds withheld or to be withheld in accordance with Section IV paragraph 2.a. or paragraph 3.a. of this section, or both, over claims to those funds by:

- (1) A contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;
- (2) A contracting agency for its procurement costs;
- (3) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;
- (4) A contractor's assignee(s);
- (5) A contractor's successor(s); or
- (6) A claim asserted under the Prompt Payment Act, [31 U.S.C. 3901](#)–3907.

4. **Subcontracts.** The contractor or subcontractor must insert in any subcontracts the clauses set forth in paragraphs 1. through 5. of this section and a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor is responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs 1. through 5. In the

event of any violations of these clauses, the prime contractor and any subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-retaliation.** It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

a. Notifying any contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

b. Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWHSSA or this part;

c. Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

d. Informing any other person about their rights under CWHSSA or this part.

### 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 200.327.

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 200.327.

**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.

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**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.

\*\*\*\*\*

#### **4. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:**

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

(1) 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;

(2) 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

(3) 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)

b. 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.

**ATTACHMENT A - EMPLOYMENT AND MATERIALS  
PREFERENCE FOR APPALACHIAN DEVELOPMENT  
HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS  
ROAD CONTRACTS (23 CFR 633, Subpart B, Appendix B)**

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

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

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

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

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

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

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

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

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

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

# FEDERAL AID PROVISIONS

December 1980

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

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

Goals for Female participation for each trade

### AREA COVERED

Goals for women apply nationwide

### GOALS AND TIMETABLES

#### Goals

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

### Goals for Minority Participation for Each Trade

<u>County</u>	<u>Goal (Percent)</u>	<u>County</u>	<u>Goal (Percent)</u>
Adair	4	Linn	4
Andrew	3.2	Livingston	10
Atchison	10	McDonald	2.3
Audrain	4	Macon	4
Barry	2.3	Madison	11.4
Barton	2.3	Maries	11.4
Bates	10	Marion	3.1
Benton	10	Mercer	10
Bollinger	11.4	Miller	4
Boone	6.3	Mississippi	11.4
Buchanan	3.2	Moniteau	4
Butler	11.4	Monroe	4
Caldwell	10	Montgomery	11.4
Callaway	4	Morgan	4
Camden	4	New Madrid	26.5
Cape Girardeau	11.4	Newton	2.3
Carroll	10	Nodaway	10
Carter	11.4	Oregon	2.3
Cass	12.7	Osage	4

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

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.

4. 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.
5. 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 contact resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered Construction contractors performing construction work in geographical areas where they do not have a Federal or

federally assisted construction contract shall apply the minority and female goals established for the geographical area where the work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress toward its goals in each craft during the period specified.

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

EEO policy on bulletin boards accessible to all employees at each location where construction work is performed.

- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on-site supervisory personnel such as superintendents, General foreman, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, person attending, subject matter discussed, and the disposition of the subject matter.
  - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media and providing written notification to and discussing the contractor's EEO policy with other Contractors and Subcontractors with who the Contractor does or anticipates doing business.
  - i. Direct is a recruitment effort, both oral and written, to minority female and community organizations, to schools with minority and female students and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance or applicants for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations such as the above, describing the openings, screening procedures, and test to be used in the selection process.
  - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer vacations employment to minority and female youth both on the site and in other areas or contractor's workforce.
  - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
  - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc. such opportunities.
  - m. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligation under these specifications are being carried out.
  - n. Ensure that all facilities and company activities are non-segregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
  - o. Document and maintain a record of all solicitations or offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
  - p. Conduct a review, at least annually, of all supervisors' adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar group of which the contractor is a member and participant, may be asserted as fulfilling anyone or more of its obligations under 7a through 7p of these specifications provided that the contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.

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

### **OPERATING POLICY STATEMENT**

The contractor shall accept as their 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

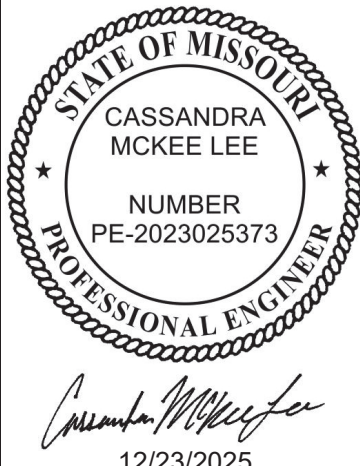
- (a) General – (1) Transactions of \$10,000 or under. Contracts and Subcontractors not exceeding \$10,000, other than Government bills of lading, and other than contract and subcontracts with depositories of Federal funds in any amount and with financial institutions which are issuing and paying agents 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.

JOB SPECIAL PROVISIONS TABLE OF CONTENTS (ROADWAY)

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Job No.: STP-5507(607), TAP-5445(613)  
 Route: Market St. and 5<sup>th</sup> St.  
 County: Jefferson

 <p>12/23/2025          Cassandra McKee Lee - Civil          MO PE-2023025373</p>	<b>JEFFERSON COUNTY, MISSOURI          DEPARTMENT OF PUBLIC WORKS</b> 725 MAPLE STREET, ROOM 104 HILLSBORO, MO 63050 PHONE: 636-797-5340
	<b>CRAWFORD, MURPHY &amp; TILLY, INC.</b> <i>One Memorial Drive, Suite 500          St. Louis, MO 63102</i>  Certificate of Authority: 000631 Consultant Phone: 314-436-5500
	If a seal is present on this sheet, JSP's have been electronically sealed and dated.
	JEFFERSON COUNTY, MO DATE PREPARED: DEC 23, 2025  ADDENDUM DATE:
Only the following items of the Job Special Provisions (Roadway) are authenticated by this seal: All	

JOB  
SPECIAL PROVISION

A. General - Federal JSP-09-02L

**1.0 Description.** 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 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.

**1.1** 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. State Wage Rates, Information on the Required Federal Aid Provisions, and the current Federal Wage Rates are available on the Missouri Department of Transportation web page at [www.modot.org](http://www.modot.org) under "Doing Business with MoDOT", "Contractor Resources". Effective Wage Rates will be posted 10 days prior to the applicable bid opening. 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.

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

General Provisions & Supplemental Specifications

Supplemental Plans to July 2025 Missouri Standard Plans  
For Highway Construction

These supplemental bidding documents contain all current revisions to the published 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.

B. Work Zone Traffic Management JSP-02-06N

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

**1.1 Maintaining Work Zones and Work Zone Reviews.** The Work Zone Specialist (WZS) shall maintain work zones in accordance with Sec 616.3.3 and as further stated herein. The WZS shall coordinate and implement any changes approved by the engineer. The WZS shall ensure all traffic control devices are maintained in accordance with Sec 616, the work zone is operated within the hours specified by the engineer, and will not deviate from the specified hours without prior approval of the engineer. The WZS is responsible to manage work zone delay in accordance

with these project provisions. When requested by the engineer, the WZS shall submit a weekly report that includes a review of work zone operations for the week. The report shall identify any problems encountered and corrective actions taken. Work zones are subject to unannounced inspections by the engineer and other departmental staff to corroborate the validity of the WZS's review and may require immediate corrective measures and/or additional work zone monitoring.

**1.2 Work Zone Deficiencies.** Failure to make corrections on time may result in the engineer suspending work. The suspension will be non-excusable and non-compensable regardless if road user costs are being charged for closures.

## **2.0 Traffic Management Schedule.**

**2.1** Traffic management schedules shall be submitted to the engineer for review prior to the start of work and prior to any revisions to the traffic management schedule. The traffic management schedule shall include the proposed traffic control measures, the hours traffic control will be in place, and work hours.

**2.2** The traffic management schedule shall conform to the limitations specified in Sec 616 regarding lane closures, traffic shifts, road closures and other width, height and weight restrictions.

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

**2.4** In order to ensure minimal traffic interference, the contractor shall schedule lane closures for the absolute minimum amount of time required to complete the work. Lanes shall not be closed until material is available for continuous construction and the contractor is prepared to diligently pursue the work until the closed lane is opened to traffic.

**2.5 Traffic Congestion.** The contractor shall, upon approval of the engineer, take proactive measures to reduce traffic congestion in the work zone. The contractor shall immediately implement appropriate mitigation strategies whenever traffic congestion reaches an excess of 10 minutes to prevent congestion from escalating to 15 minute or above threshold. If disruption of the traffic flow occurs and traffic is backed up in queues of 15 minute delays or longer, then the contractor shall immediately review the construction operations which contributed directly to disruption of the traffic flow and make adjustments to the operations to prevent the queues from reoccurring. Traffic delays may be monitored by physical presence on site or by utilizing real-time travel data through the work zone that generate text and/or email notifications where available. The engineer monitoring the work zone may also notify the contractor of delays that require prompt mitigation. The contractor may work with the engineer to determine what other alternative solutions or time periods would be acceptable.

### **2.5.1 Traffic Safety.**

**2.5.1.1 Recurring Congestion.** Where traffic queues routinely extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK AHEAD, or similar, sign on an undivided highway, the contractor shall extend the advance warning area, as approved by the engineer.

**2.5.1.2 Non-Recurring Congestion.** When traffic queues extend to within 1000 feet of the ROAD WORK AHEAD, or similar, sign on a divided highway or to within 500 feet of the ROAD WORK

AHEAD, or similar, sign on an undivided highway infrequently, the contractor shall deploy a means of providing advance warning of the traffic congestion, as approved by the engineer. The warning location shall be no less than 1000 feet and no more than 0.5 mile in advance of the end of the traffic queue on divided highways and no less than 500 feet and no more than 0.5 mile in advance of the end of the traffic queue on undivided highways.

**3.0 Work Hour Restrictions.**

**3.1** Except for emergency work, as determined by the engineer, and long term lane closures required by project phasing, all lanes shall be scheduled to be open to traffic during the five major holiday periods shown below, from 12:00 noon on the last working day preceding the holiday until 6:00 a.m. on the first working day subsequent to the holiday unless otherwise approved by the engineer.

- Memorial Day
- Labor Day
- Thanksgiving
- Christmas
- New Year's Day

**3.1.1 Independence Day.** The lane restrictions specified in Section 3.1 shall also apply to Independence Day, except that the restricted periods shall be as follows:

<b>When Independence Day falls on:</b>	<b>The Holiday is Observed on:</b>	<b>Halt Lane Closures beginning at:</b>	<b>Allow Lane Closures to resume at:</b>
Sunday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Monday	Monday	Noon on Friday	6:00 a.m. on Tuesday
Tuesday	Tuesday	Noon on Monday	6:00 a.m. on Wednesday
Wednesday	Wednesday	Noon on Tuesday	6:00 a.m. on Thursday
Thursday	Thursday	Noon on Wednesday	6:00 a.m. on Friday
Friday	Friday	Noon on Thursday	6:00 a.m. on Monday
Saturday	Friday	Noon on Thursday	6:00 a.m. on Monday

**3.1.2** The City of Kimmswick will not hold Special Events within two hundred (200) feet of the project limits. The City is allowed to narrow this two hundred (200) feet requirement only in areas where City provided security or law enforcement will prevent encroachment of the Special Event into the project limits. The contractor shall be notified at least two weeks prior to the occurrence of any Special Event, and be made aware of said location within the city limits.

**3.1.3** The contractor's working hours and schedule of activities will not be restricted to accommodate any Special Events held by the City of Kimmswick. Any special events are primarily held on weekends. To the greatest extent practical, the contractor will be responsible for maintaining pedestrian access to all properties within the project limits during any Special Events held by the City.

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

#### **4.0 Detours and Lane Closures.**

**4.1** When a changeable message sign (CMS) is provided, the contractor shall use the CMS to notify motorists of future traffic disruption and possible traffic delays one week before traffic is shifted to a detour or prior to lane closures. The CMS shall be installed at a location as approved or directed by the engineer. If a CMS with Communication Interface is required, then the CMS shall be capable of communication prior to installation on right of way. All messages planned for use in the work zone shall be approved and authorized by the engineer or its designee prior to deployment. When permanent dynamic message signs (DMS) owned and operated by MoDOT are located near the project, they may also be used to provide warning and information for the work zone. Permanent DMS shall be operated by the TMC, and any messages planned for use on DMS shall be approved and authorized by the TMC at least 72 hours in advance of the work.

**4.2** On Market Street, at least one eastbound lane of traffic shall be maintained at all times for local traffic only, except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Local traffic only is defined as property owners with businesses or residences, or any service providers needed to support said property owners that reside within the project limits. No through vehicular traffic shall be permitted for streets closed to local traffic only. Through vehicular traffic is defined as visitors, guests, patrons, tourists, etc. with the intent to park, visit, shop, or be entertained at the locations of the property owners within the project limits.

On 5<sup>th</sup> Street, High Street, Beckett, 4<sup>th</sup> Street, 3<sup>rd</sup> Street, 2<sup>nd</sup> Street, Front Street, and Mill Street within the project limits at least one lane shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic.

The Market Street exit to the parking lot on Parcel 19 should be closed during construction activities on Market Street between 2<sup>nd</sup> Street and 3<sup>rd</sup> Street.

On all other roadways, at least one lane of traffic in each direction shall be maintained at all times except for brief intervals of time required when the movement of the contractor's equipment will seriously hinder the safe movement of traffic. Periods during which the contractor will be allowed to interrupt traffic will be designated by the engineer. Refer to exhibit 4.3 for visual representation of allowable closures.

4.3 Road Closure Exhibit



**5.0 Basis of Payment.** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract document. All authorized changes in the traffic control plan shall be provided for as specified in Sec 616.

C. Emergency Provisions and Incident Management JSP-90-11A

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

**2.0** In addition to the 911 emergency telephone number for ambulance, fire or law enforcement services, the following agencies may also be notified for accident or emergency situation within the project limits.

Missouri Highway Patrol 636-300-2800	
Rock Community Fire Protection District	City of Kimmswick
Fire: 636-296-2211	Police (City Hall): 636-464-7407
Jefferson County EMS: 636-677-3399	Jefferson County Dispatch: 636-797-9999

**2.1** This list is not all inclusive. Notification of the need for wrecker or tow truck services will remain the responsibility of the appropriate law enforcement agency.

**2.2** The contractor shall notify law 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 law enforcement and emergency agencies, a report shall be furnished to the engineer on the status of incident management.

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

D. Project Contact for Contractor/Bidder Questions JSP-96-05A

**1.0** All questions concerning this project during the bidding process shall be forwarded to the project contact listed below.

Robert Russell, Project Contact  
Civil Project Manager II  
Jefferson County Department of Public Works  
725 Maple Street – P.O. Box 100  
Hillsboro, MO 63050  
Office Phone: 636-797-5342

Email: [rrussell@jeffcomo.org](mailto:rrussell@jeffcomo.org)

E. Supplemental Revisions JSP-18-01KK

- Compliance with [2 CFR 200.216 – Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment](#).

The Missouri Highways and Transportation Commission shall not enter into a contract (or extend or renew a contract) using federal funds to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as substantial or as critical technology as part of any system where the video surveillance and telecommunications equipment was produced by Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

- **Delete Sec 106.9 in its entirety and substitute the following:**

**106.9 Buy America Requirements.**

Buy America Requirements are waived if the total amount of Federal financial assistance applied to the project, through awards or subawards, is below \$500,000.

**106.9.1 Buy America Requirements for Iron or Steel Products.**

The contractor's attention is directed to Title 23 CFR 635.410 *Buy America Requirements*. Where articles, materials or supplies that consist wholly or predominantly of iron or steel or a combination of both are to be permanently incorporated into the contract work, steel and iron material shall be manufactured, from the initial melting stage through the application of coatings, in the USA except for "minimal use" as described herein. Predominantly of iron or steel or a combination of both means that the cost of the iron and steel content exceeds 50 percent of the total cost of all its components. Under a general waiver from FHWA the use of pig iron and processed, pelletized, and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

**106.9.1.1** Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

**106.9.1.2** "Minimal use" of foreign steel, iron or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent (0.1 percent) of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron, or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

**106.9.1.3** Buy America requirements include a step certification for all fabrication processes of all steel or iron materials that are accepted per Sec 1000. The AASHTO Product Evaluation and Audit Solutions compliance program verifies that all steel and iron products fabrication processes conform to 23 CFR 635.410 Buy America Requirements and is an acceptable standard per 23 CFR 635.410(d). AASHTO Product Evaluation and Audit Solutions compliant suppliers will not be required to submit step certification documentation with the shipment for some selected steel and iron materials. The AASHTO Product Evaluation and Audit Solutions compliant supplier shall

maintain the step certification documentation on file and shall provide this documentation to the engineer upon request.

**106.9.1.3.1** Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

**106.9.1.3.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the engineer and retained for a period of 3 years after the last reimbursement of the material.

**106.9.1.3.3** Any minor miscellaneous steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify that all steel and iron materials permanently incorporated in this project during all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements procured and processed domestically in accordance with CFR Title 23 Section 635.410 Buy America Requirements. Any foreign steel used was submitted and accepted under minor usage". The certification shall be signed by an authorized representative of the prime contractor.

**106.9.1.4** When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded in the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

## **106.9.2 Buy America Requirements for Construction Materials other than iron or steel products.**

Construction materials mean articles, materials, or supplies that consist of only one of the items listed. Minor additions of articles, materials, supplies, or binding agents to a construction material do not change the categorization of the construction material. Upon request by the engineer, the contractor shall submit a domestic certification for all construction materials listed that are incorporated into the project.

- (a) Non-ferrous metals
- (b) Plastic and Polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables)
- (c) Glass (including optic glass)
- (d) Fiber optic cable (including drop cable)
- (e) Optical fiber
- (f) Lumber
- (g) Engineered wood
- (h) Drywall

### **106.9.3 Buy America Requirements for Manufactured Products.**

Manufactured products mean articles, materials or supplies that have been processed into a specific form and shape, or combined with other articles, materials or supplies to create a product with different properties than the individual articles, materials or supplies. If an item is classified as an iron or steel product, an excluded material, or other product category as specified by law or in 2 CFR part 184, then it is not a manufactured product. However, an article, material or supply classified as a manufactured product may include components that are iron or steel products, excluded materials, or other product categories as specified by law or in 2 CFR part 184. Mixtures of excluded materials delivered to a work site without final form for incorporation into a project are not a manufactured product.

**106.9.3.1** Produced in the United States, in the case of manufactured products, means:

- (A) For projects obligated on or after October 1, 2025, the product was manufactured in the United States; and
- (B) For projects obligated on or after October 1, 2026, the product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product.

**106.9.3.2** (i) With respect to precast concrete products that are classified as manufactured products, components of precast concrete products that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of such components shall be included in the applicable calculation for purposes of determining whether the precast concrete product is produced in the United States.

(ii) With respect to intelligent transportation systems and other electronic hardware systems that are installed in the highway right of way or other real property and classified as manufactured products, the cabinets or other enclosures of such systems that consist wholly or predominantly of iron or steel or a combination of both shall meet the requirements of paragraph (b) of this section. The cost of cabinets or other enclosures shall be included in the applicable calculation for purposes of determining whether systems referred to in the preceding sentence are produced in the United States.

### **106.9.4 Waiver for De Minimis Costs for Manufactured and Construction Materials other than iron or steel products.**

“The total value of the non-compliant products is no more than the lesser of \$1,000,000 or 5% of total applicable costs for the project.” The contractor shall submit to the engineer any non-domestic materials and their total material cost to the engineer. The contractor and the engineer will both track these totals to assure that the minimal usage allowance is not exceeded.

- Third-Party Test Waiver for Concrete Aggregate

**1.0 Description.** Third party tests may be allowed for determining the durability factor for concrete pavement and concrete masonry aggregate.

**2.0 Material.** All aggregate for concrete shall be in accordance with Sec 1005.

**2.1** MoDOT personnel shall be present at the time of sampling at the quarry. The aggregate sample shall be placed in an approved tamper-evident container (provided by the quarry) for shipment to the third-party testing facility.

**2.2** AASHTO T 161 Method B Resistance of Concrete to Rapid Freezing and Thawing, shall be used to determine the aggregate durability factor. All concrete beams for testing shall be 3-inch wide by 4-inch deep by 16-inch long or 3.5-inch wide by 4.5-inch deep by 16-inch long. All beams for testing shall receive a 35-day wet cure fully immersed in saturated lime water prior to initiating the testing process.

**2.3** Concrete test beams shall be made using a MoDOT approved concrete pavement mix design.

**3.0 Testing Facility Requirements.** All third-party test facilities shall meet the requirements outlined in this provision.

**3.1** The testing facility shall be AASHTO accredited.

**3.1.1** For tests ran after January 1, 2025, accreditation documentation shall be on file with the Construction and Materials Division prior to any tests being performed.

**3.1.2** Construction and Materials Division may consider tests completed prior to January 1, 2025, to be acceptable if all sections of this provision are met, with the exception of 3.1.1. Accreditation documentation shall be provided with the test results for tests completed prior to January 1, 2025. No tests completed prior to September 1, 2024, will be accepted.

**3.2** The testing facility shall provide their testing process, list of equipment, equipment calibration documentation, and testing certifications or qualifications of technicians performing the AASHTO T 161 Procedure B tests. The testing facility shall provide details on their freezing and thawing apparatus including the time and temperature profile of their freeze-thaw chamber. The profile shall include the temperature set points throughout the entirety of the freeze-thaw cycle. The profile shall show the cycle time at which the apparatus drains/fills with water and the cycle time at which the apparatus begins cooling the specimens.

**3.3** Results, no more than five years old, from the third-party test facility shall compare within  $\pm 2.0$  percent of an independent test from another AASHTO accredited test facility or with MoDOT test records, in order to be approved for use (e.g. test facility results in a durability factor of 79, MoDOT's recent durability test factor is 81; this compared within +2 percent). The independent testing facility shall be in accordance with this provision. The comparison test can be from a different sample of the same ledge combination.

**3.4** When there is a dispute between the third party durability test results and MoDOT durability test results, the MoDOT durability test result shall govern.

**3.5** Test results shall be submitted to MoDOT's Construction and Materials division electronically for final approval. Test results shall include raw data for all measurements of relative dynamic modulus of elasticity and percent length change for each individual concrete specimen. Raw data shall include initial measurements made at zero cycles and every subsequent measurement of concrete specimens. Raw data shall include the cycle count and date each measurement was taken. Test results shall also include properties of the concrete mixture as required by AASHTO T 161. This shall include the gradation of the coarse aggregate sample. If AASHTO T 152 is used to measure fresh air content, then the aggregate correction factor for the mix determined in accordance with AASHTO T 152 shall also be included.

**4.0 Method of Measurement.** There is no method of measurement for this provision. The testing requirements and number of specimens shall be in accordance with AASHTO T 161 Procedure B.

**5.0 Basis of Payment.** No direct payment will be made to the contractor or quarry to recover the cost of aggregate samples, sample shipments, testing equipment, labor to prepare samples or test samples, or developing the durability report.

- **Delete paragraph 15.0 of the General Provision Disadvantaged Business Enterprise (DBE) Program Requirements and substitute the following:**

**15.0 Bidder's List Quote Summary.** MoDOT is a recipient of federal funds and is required by 49 CFR 26.11 to provide data about its DBE program. All bidders who seek to work on federally assisted contracts must submit data about all DBE and non-DBEs in accordance with Sec 102.7.9. MoDOT will not compare the submitted Bidder's List Quote Summary to any other documents or submittals, pre or post award. All information will be used by MoDOT in accordance with 49 CFR 26.11 for reporting to USDOT and to aid in overall DBE goal setting.

- **Add Sec 102.7.9 to include the following:**

**102.7.9 Bidder's List Quote Summary.** Each bidder shall submit with each bid a summary of all subcontractors, material suppliers, and service providers (e.g. hauling) considered on federally funded projects pursuant to 49 CFR 26.11. The bidder will provide the firm's name, the corresponding North American Industry Classification System (NAICS) code(s) the firm(s) were considered for, and whether or not they were used in the bid. The information submitted should be the most complete information available at the time of bid. The information shall be disclosed on the Bidder's List Quote Summary form provided in the bidding documents and submitted in accordance with Sec 102.10. Failure to disclose this information may result in a bid being declared irregular.

F. Utilities JSP-93-26F

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

<u>Utility Name</u>	<u>Known Required Adjustment</u>	<u>Type</u> (Utility Notation on Plans)
<b>Ameren - MO (Distribution - Overhead)</b> Kristine Reed Telephone: (636) 575-7395 Email: <a href="mailto:kreed@ameren.com">kreed@ameren.com</a>	Yes  See 2.0	Electric  "OE"
<b>Charter Communications (Spectrum)</b> Gary Williams Telephone: (314) 750-9693 Email: <a href="mailto:Gary.Williams@charter.com">Gary.Williams@charter.com</a>	Yes  See 3.0	Communications  "UTV"
<b>AT&amp;T Distribution</b> Herb Connors Telephone: (314) 250-7971 Email: <a href="mailto:hc1549@att.com">hc1549@att.com</a>	Yes  See 4.0	Communications  "UT"
<b>PWSD #10</b> Keith Flamm Telephone: (314) 623-7640 Email: <a href="mailto:pwsdtenjc@gmail.com">pwsdtenjc@gmail.com</a>	Yes  See 5.0	Water  "W"
<b>Spire Energy</b> Brian Langenbacher Telephone: (314) 713-6572 Email: <a href="mailto:Brian.Langenbacher@spireenergy.com">Brian.Langenbacher@spireenergy.com</a>	No  See 6.0	Gas  "G"
<b>Rock Creek Public Sewer District</b> Jason Seger Telephone: (636) 633-0761 Email: <a href="mailto:jasons@rockcreekpsd.com">jasons@rockcreekpsd.com</a>	No  See 7.0	Sewer

1.1 The existence and approximate location of utility facilities known to exist, as shown on the plans, are based upon the best information available to Jefferson County at this time. This information is provided by Jefferson County "as-is" and Jefferson 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 Jefferson 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 above listing information indicating

existence, location and status of any facility. Such verification includes direct contact with the listed utilities.

## **2.0 Ameren - Missouri (Overhead) – Kristine Reed (Utility Plans Legend: OE)**

**2.1** Ameren advised they have aerial/overhead facilities along the West side of 5<sup>th</sup> Street, along the North side of Beckett Street, and along the East side of 4<sup>th</sup> Street, as shown on Plan Sheet 1 of 2 through Plan Sheet 2 of 2 (5<sup>th</sup> Street Plans). Ameren advised their poles along Beckett Street will need to be relocated for conflicts with the new pedestrian sidewalk. Ameren will have three (3) pole relocations along the North side of Beckett Street. Ameren's relocated pole locations are shown on Drainage and Utility Sheet 2 of 2 (5<sup>th</sup> Street Plans). Ameren advised they plan to begin installing the new poles in early Spring 2026 and be completed before the contractor receives a Notice to Proceed to begin work. Ameren expects this work taking two (2) weeks to complete.

**2.2** Ameren advised they have aerial/overhead facilities along the North side of Market Street and along the East side of Front Street, as shown on Plan Sheet 1 of 2 through Plan Sheet 2 of 2 (Market Street Plans). Ameren also advised they have aerial/overhead facilities crossing Market Street on 3<sup>rd</sup> Street and 2<sup>nd</sup> Street. Ameren advised their poles along Market Street and Front Street will need to be relocated for conflicts with the new pedestrian sidewalk. Ameren will have one (1) pole relocation along the North side of Market Street and one (1) pole relocation along the East side of Front Street. Ameren's relocated pole locations are shown on Drainage and Utility Sheet 2 of 2 (Market Street Plans). Ameren advised they plan to begin installing the new poles in early Spring 2026 and be completed before the contractor receives a Notice to Proceed to begin work. Ameren expects this work taking two (2) weeks to complete.

**2.2.1** Ameren advised Ameren's existing pole located at the NW corner of Market Street and 3<sup>rd</sup> Street may need to be held for the installation of proposed drainage between MH-4 and GI-15. This pole is in public right-of-way. Two days are estimated for Ameren to hold the Ameren pole. The contractor is responsible for contacting Ameren directly through the Ameren Construction Hotline for necessary line covers and pole holds.

## **3.0 Charter Communications (Spectrum) – Gary Williams (Utility Plans Legend: UTV)**

**3.1** Charter advised they have aerial/overhead facilities on Ameren's poles along the West side of 5<sup>th</sup> Street, along the North side of Beckett Street, and along the East side of 4<sup>th</sup> Street, as shown on Plan Sheet 1 of 2 through Plan Sheet 2 of 2 (5<sup>th</sup> Street Plans). Ameren will have three (3) pole relocations along the North side of Beckett Street. Charter advised they will need to transfer onto Ameren's new poles after they have been set. Ameren's relocated pole locations are shown on Drainage and Utility Sheet 2 of 2 (5<sup>th</sup> Street Plans). Charter advised their contractor is scheduled to commence work to transfer onto Ameren's new poles soon after Ameren completes their work and take one day for each pole transfer.

**3.2** Charter advised they have aerial/overhead facilities on Ameren's poles along the North side of Market Street and along the East side of Front Street, as shown on Plan Sheet 1 of 2 through Plan Sheet 2 of 2 (Market Street Plans). Ameren will have one (1) pole relocation along the North side of Market Street and one (1) pole relocation along the East side of Front Street. Charter advised they will need to transfer onto Ameren's new poles after they have been set. Ameren's relocated pole locations are shown on Drainage and Utility Sheet 2 of 2 (Market Street Plans). Charter advised their contractor is scheduled to commence work to transfer onto Ameren's new poles soon after Ameren completes their work and take one day for each pole transfer.

#### **4.0 AT&T - Distribution – Herb Connors (Utility Plans Legend: UT)**

**4.1** AT&T-D advised they have buried facilities along the West side of 5<sup>th</sup> Street, as shown on Plan Sheet 1 of 2 through Plan Sheet 2 of 2 (5<sup>th</sup> Street Plans). AT&T-D advised they do not anticipate any conflicts with these facilities.

**4.2** AT&T-D advised they have buried facilities along the North and South sides of Beckett Street, as shown on Plan Sheet 2 of 2 (5<sup>th</sup> Street Plans). AT&T-D advised they do not anticipate any conflicts with these facilities.

**4.3** AT&T-D advised they have buried facilities along the East and West sides of 4<sup>th</sup> Street, as shown on Plan Sheet 2 of 2 (5<sup>th</sup> Street Plans). AT&T-D's existing cable on the East side of 4<sup>th</sup> Street is in conflict with the proposed storm pipe between structures GI-1 & MH-2. AT&T-D advised they plan to relocate this cable away from the proposed storm structures. ADB will perform the work for AT&T-D. ADB completed this relocation in October 2025.

**4.4** AT&T-D advised they have buried facilities along the North and South sides of Market Street, as shown on Plan Sheet 1 of 2 through Plan Sheet 2 of 2 (Market Street Plans). AT&T-D's existing cable on the South side of Market Street is in conflict with proposed storm structures MH-3 & MH-4. AT&T-D's existing cable on the North side of Market Street is in conflict with proposed storm structures GI-4, GI-6, & MH-6. AT&T-D advised they plan to relocate these cables away from the proposed storm structures. ADB will perform the work for AT&T-D. ADB completed this relocation in October 2025.

**4.5** AT&T-D advised they have buried facilities along the East side of Front Street, as shown on Plan Sheet 2 of 2 (Market Street Plans). AT&T-D advised they do not anticipate any conflicts with these facilities.

**4.6** AT&T-D advised they have buried facilities along the North side of Mill Street, as shown on Plan Sheet 2 of 2 (Market Street Plans). AT&T-D's existing cable is in conflict with proposed storm structures GI-13 & MH-7. AT&T-D advised they plan to relocate this cable away from the proposed storm structures. ADB will perform the work for AT&T-D. ADB completed this relocation in October 2025.

***AT&T-D advised if a conflict is determined during contractor potholing of utilities and they need to shift their facilities, AT&T-D needs two (2) week's advanced notice to advise their contractor to mobilize on site and ADB will need five (5) working days to shift AT&T-D's buried facilities.***

#### **5.0 PWSD #10 – Keith Flamm (Utility Plans Legend: W)**

**5.1** PWSD #10 advised they have a water main along the East side of 4<sup>th</sup> Street, as shown on Plan Sheet 2 of 2 (5<sup>th</sup> Street Plans). PWSD #10 advised they also have a water service to the West side of 4<sup>th</sup> Street that crosses proposed drainage runs. PWSD #10 advised they do not anticipate any direct conflicts with their water main and the construction of the proposed storm structures. PWSD #10 advised the water service to the following parcel is in conflict with proposed drainage – Parcel 1. PWSD #10 advised they plan to lower this service to avoid conflict with proposed drainage. PWSD #10 completed this relocation in September 2025.

**5.2** PWSD #10 advised they have a water main along the South side of Market Street, as shown on Plan Sheet 1 of 2 through Plan Sheet 2 of 2 (Market Street Plans). PWSD #10 advised they also have water services to the South side of Market Street that cross proposed drainage runs. PWSD #10 advised they do not anticipate any direct conflicts with their water main and the construction of the proposed storm structures. PWSD #10 advised the water services to the following parcels are in conflict with proposed drainage – Parcel 14, Parcel 15, Parcel 16, & Parcel 17. PWSD #10 advised they plan to lower these services to avoid conflicts with proposed drainage. PWSD #10 completed these relocations in September 2025.

**5.2.1** PWSD #10 advised their existing water main along the South side of Market Street is located in close proximity to proposed storm structures GI-3, GI-5, & GI-7. The existing water main is located directly beneath the proposed storm structures. PWSD #10 advised precautionary measures must be taken to protect the integrity of the main pipe with the inlet setting on it. An inverted cradle with a steel plate shall be installed beneath the three (3) structures listed to disperse the weight of the structure over the main. No direct payment will be made to cover the cost of the inverted cradle, costs will be incidental to construction of the storm inlet. See Special Sheets in the plans for construction details.

**5.3** PWSD #10 advised they have a water main along the East side of Front Street, as shown on Plan Sheet 2 of 2 (Market Street Plans). PWSD #10 advised they also have water services to the West side of Front Street that cross proposed drainage runs. PWSD #10 advised they do not anticipate any direct conflicts with their water main and the construction of the proposed storm structures. PWSD #10 advised the water service to the following parcel is in conflict with proposed drainage – Parcel 24. PWSD #10 advised they plan to lower this service to avoid conflict with proposed drainage. PWSD #10 completed this relocation in September 2025.

## **6.0 Spire Energy – Brian Langenbacher (Utility Plans Legend: G)**

**6.1** Spire advised they do not have any gas facilities located within the project limits. Spire advised they do not anticipate any conflicts with the proposed work.

## **7.0 Rock Creek Public Sewer District – Jason Seger (Utility Plans Legend: S)**

**7.1** Rock Creek Public Sewer District advised they have a sanitary sewer line in the pavement along Market Street, as shown on Plan Sheet 1 of 2 through Plan Sheet 2 of 2 (Market Street Plans). Rock Creek Public Sewer District advised they do not anticipate any conflicts with these facilities.

**7.1.1** Rock Creek Public Sewer District advised there are customer owned sewer-lateral lines crossing proposed drainage on the South side of Market Street. It is the contractor's responsibility to pothole these facilities to verify they are not in conflict prior to the installation of proposed drainage. Contractor potholing work shall be included in the cost for storm work bid items in the contract.

G. LPA Buy America Requirements LPA-18-08A

**106.9 Buy America Requirement.** On all federal-aid projects, the contractor's attention is directed to Title 23 CFR 635.410 Buy America Requirements and the Bipartisan Infrastructure Law (2021) Build America, Buy America Act Publication L. No. 117-58 regarding Buy America provisions on the procurement of foreign products and materials. Where steel or iron products or construction materials consisting primarily of non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall are to be permanently incorporated into the contract work, these material shall be manufactured in the USA except for "minor usage" as described herein. Furthermore, any coating process of the steel or iron shall be performed in the USA. The use of pig iron and processed, pelletized and reduced iron ore manufactured outside of the USA will be permitted in the domestic manufacturing process for steel or iron material.

**106.9.1** Any sources other than the USA as defined will be considered foreign. The required domestic manufacturing process shall include formation of ingots and any subsequent process. Coatings shall include any surface finish that protects or adds value to the product.

**106.9.2** "Minor usage" of the above products or coating processes will be permitted, provided the cost of such products does not exceed 1/10 of one percent of the total contract cost or \$2,500.00, whichever is greater. If foreign steel, iron or coating processes are used, invoices to document the cost of the foreign portion, as delivered to the project, shall be provided and the engineer's written approval obtained prior to placing the material in any work.

**106.9.3** Buy America requirements include a step certification for all fabrication processes of all mentioned materials that are accepted per Sec 1000.

**106.9.3.1** Items designated as Category 1 will consist of steel girders, piling, and reinforcing steel installed on site. Category 1 items require supporting documentation prior to incorporation into the project showing all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements. This includes the Mill Test Report from the original producing steel mill and certifications documenting the manufacturing process for all subsequent fabrication, including coatings. The certification shall include language that certifies the following. That all steel and iron materials permanently incorporated in this project was procured and processed domestically and all manufacturing processes, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410.

**106.9.3.2** Items designated as Category 2 will include all other steel or iron products not in Category 1 and the construction materials under this requirement which are permanently incorporated in the project. Category 2 items shall consist of, but not be limited to items such as fencing, guardrail, signing, lighting and signal supports. The prime contractor is required to submit a material of origin form certification prior to incorporation into the project from the fabricator for each item that the product is domestic. The Certificate of Materials Origin form ([link to certificate form](#)) from the fabricator must show all steps of manufacturing, including coating, as being completed in the United States and in accordance with CFR Title 23 Section 635.410 Buy America Requirements and be signed by a fabricator representative. The Engineer reserves the right to request additional information and documentation to verify that all Buy America requirements have been satisfied. These documents shall be submitted upon request by the Engineer and retained for a period of 3 years after the last reimbursement of the material.

Job No.: STP-5507(607), TAP-5445(613)  
Route: Market St. and 5<sup>th</sup> St.  
County: Jefferson

**106.9.3.3** Any minor miscellaneous construction material, steel or iron items that are not included in the materials specifications shall be certified by the prime contractor as being procured domestically. Examples of these items would be bolts for sign posts, anchorage inserts, etc. The certification shall read "I certify 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.

**106.9.3.4** 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.

**106.9.4** When permitted in the contract, alternate bids may be submitted for foreign steel and iron products. The award of the contract when alternate bids are permitted will be based on the lowest total bid of the contract based on furnishing domestic steel or iron products or 125 percent of the lowest total bid based on furnishing foreign steel or iron products. If foreign steel or iron products are awarded the contract, domestic steel or iron products may be used; however, payment will be at the contract unit price for foreign steel or iron products.

**106.9.5** 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.

#### H. Projects Let in Combination

**1.0 Description.** Two projects, STP-5507(607) and TAP-5445(613) are being let in required combination. The contractor shall coordinate all items of construction for the overlapping project limits between the two jobs.

**2.0 Basis of Payment.** No payment shall be made to satisfy this provision.

#### I. Non-Participating Items

**1.0 Description.** The contractor shall be advised that there are non-participating items associated with the Market Street Improvements Project. The funding agreement set up for the project requires that the roadway items along Front Street denoted on the plans shall be paid for by the County as non-participating.

**2.0 Requirements.** Unit prices for participating and non-participating items with the same bid item number and description shall not differ.

J. Add Alternates

**1.0 Description.** This contract requires bidders to bid on additional contract work that will be considered for award. The award of this project does not guarantee work for all add alternate sections.

Routes	Proposal Section Description
Market Street STP-5507(607)	Base
Lighting	Add Alternate A

Routes	Proposal Section Description
5 <sup>th</sup> Street TAP-5445(613)	Base
Lighting	Add Alternate A

Note: See plans for a breakdown of all quantities for each add alternate section.

**2.0 Consideration of Bids.** The contractor shall submit a bid for each add alternate section. The County reserves the right to award, to the lowest responsible bidder, the combination of base plus add alternate sections that will allow the most work to be completed within the County's budget. If the County chooses to exercise this right, the award of add alternate sections will be selected in accordance with the following priorities:

1. Base + Add Alt A
2. Base

**2.2** The County's budget is the basis for award of add alternates but not the basis for award of the base section. The base section of the contract will be awarded or rejected in accordance with Section 100.

**2.3** The awarded bidder will be notified of the County's selection of the combination of add alternate sections to be awarded the day of the County meeting.

**2.4** The Add Alternates shall include costs associated with mobilization, contractor surveying and staking, and traffic control.

**3.0 Bid Bond Requirements.** The contractor shall be required to obtain a bid bond for 5% of the total bid amount for the base bid and all add alternates. This bid bond will be considered applicable to the proposed work for any option.

**4.0 Basis of Payment.** The accepted quantities of the chosen combination of base plus add alternate sections will be paid for by the contract unit bid price for item numbers found within the schedule of items for each section.

K. ADA Compliance and Final Acceptance of Constructed Facilities LPA-15-07B

**1.0 Description.** The contractor shall comply with all laws pertaining to the Americans with Disabilities Act (ADA) during construction of pedestrian facilities on public rights of way for this project. An ADA Checklist is provided herein to be utilized by the contractor for verifying compliance with the ADA law. The contractor is expected to familiarize himself with the plans involving pedestrian facilities and the ADA Post Construction Checklist prior to performing the work.

**2.0 ADA Checklist.** The contractor can locate the ADA Checklist form on the Missouri Department of Transportation website:

[www.modot.org/business/contractor\\_resources/forms.htm](http://www.modot.org/business/contractor_resources/forms.htm)

**2.1** The ADA Checklist is not to be considered all-inclusive, nor does it supersede any other contract requirements. The ADA checklist is a required guide for the contractor to use during the construction of the pedestrian facilities and a basis for the County's acceptance of work. Prior to work being performed, the contractor shall bring to the engineer's attention any planned work that is in conflict with the design or with the requirement shown in the checklist. This notification shall be made in writing. Situations may arise where the checklist may not fully address all requirements needed to construct a facility to the full requirements of current ADA law. In those situations, the contractor shall propose a solution to the engineer that is compliant with current ADA law using the following hierarchy of resources: 2010 ADA Standards for Accessible Design, Draft Public Rights of Way Accessibility Guidelines (PROWAG) dated November 23, 2005, MoDOT's Engineering Policy Guidelines (EPG), or a solution approved by the U.S. Access Board.

**2.2** It is encouraged that the contractor monitor the completed sections of the newly constructed pedestrian facilities in attempts to minimize negative impacts that his equipment, subcontractors or general public may have on the work. Completed facilities must comply with the requirements of ADA and the ADA Checklist or have documented reasons for the non-compliant items to remain.

**3.0 Coordination of Construction.**

**3.1** Prior to construction and/or closure on an existing pedestrian path of travel, the contractor shall submit a schedule of work to be constructed, which includes location of work performed, the duration of time the contractor expects to impact the facility and an accessible signed pedestrian detour compliant with MUTCD Section 6D that will be used during each stage of construction. This plan shall be submitted to the engineer for review and approval at or prior to the pre-construction conference. Accessible signed detours shall be in place prior to any work being performed that has the effect of closing an existing pedestrian travel way.

**3.2** When consultant survey is included in the contract, the contractor shall use their survey crews to verify that the intended design can be constructed to the full requirements as established in the 2010 ADA Standards. When 2010 ADA Standards do not give sufficient information to construct the contract work, the contractor shall refer to the PROWAG.

**3.3** When consultant survey is not included in the contract, the contractor shall coordinate with the engineer, prior to construction, to determine if additional survey will be required to confirm the designs constructability.

**4.0 Final Acceptance of Work.** The contractor shall provide the completed ADA Checklist to the engineer at the semi-final inspection. ADA improvements require final inspection and compliance with the ADA requirements and the ADA Checklist. Each item listed in the checklist must receive either a "YES" or an "N/A" score. Any item receiving a "NO" will be deemed non-compliant and shall be corrected at the contractor's expense unless deemed otherwise by the engineer. Documentation must be provided about the location of any non-compliant items that are allowed to remain at the end of the construction project. Specific details of the non-compliant items, the ADA requirement that the work was not able to comply with, and the specific reasons that justify the exception are to be included with the completed ADA Checklist provided to the engineer.

**4.1** Slope and grade measurements shall be made using a properly calibrated, 2 foot long, electronic digital level approved by the engineer.

**5.0 Basis of Payment.** The contractor will receive full pay of the contract unit cost for all sidewalk, ramp, curb ramp, median, island, approach work, cross walk striping, APS buttons, pedestrian heads, detectible warning systems and temporary traffic control measures that are completed during the current estimate period as approved by the engineer. Based upon completion of the ADA Checklist, the contractor shall complete any necessary adjustments to items deemed non-compliant as directed by the engineer.

**5.1** No direct payment will be made to the contractor to recover the cost of equipment, labor, materials, or time required to fulfill the above provisions, unless specified elsewhere in the contract documents.

L. Property Access

**1.0 Description.** Access shall be maintained at all times to the local property owners within the project limits through the duration of the paved approach, sidewalk, and sideroad construction or road closures. The contractor shall take all necessary steps to provide reasonable access accommodations to the property owners within the project limits. Under no circumstances shall any property owner be left without access to their property.

**1.1** It shall be the contractor's responsibility to inform and notify the adjacent property owner 1 week prior to starting any construction activities that may impact driveway, sidewalk, building entrance, and parking lot access or occur along the frontage of the property owner's parcel. The notification shall be in written form and include the contractor's contact information, the Engineer's contact information, and an estimated schedule of work and the associated impacts.

**1.2** The contractor shall accommodate pedestrian movements of all visitors to the property owners within the project limits to the greatest extent practical for the duration of the project. Given that many of the businesses within the project area experience deliveries and heavy foot traffic from Market Street and Front Street, it is expected that the contractor maintain open communication with the Engineer and property owners to minimize disruptions to businesses when possible.

**2.0 Basis of Payment.** No Direct Payment will be made for compliance with this provision.

M. Coordination with Windsor School District

**1.0 Description.** The contractor shall be aware that Windsor Elementary School is adjacent to the project limits.

**2.0 Requirements.** The contractor shall coordinate with Windsor School District at least 14 days in advance of work on High Street.

Contact Information:

Phone: 636-464-4498

Email: [transportation@windsorc1.com](mailto:transportation@windsorc1.com)

The contractor shall be aware that 5th Street and the area surrounding Windsor Elementary School experiences heavy traffic on school days from 7:45 AM to 8:15 AM and 3:00 PM to 3:30 PM. The contractor should minimize disruptions to school traffic whenever possible.

N. Special Conditions for Historic Properties

**1.0 Description.** The Contractor is notified that the project occurs within the Kimmswick Historic District, listed in the National Register of Historic Places (NRHP) (historic property).

**2.0 Construction Requirements.** The contractor shall use extreme care when working adjacent to historic properties, to protect features that contribute to historical significance, including contributing elements immediately adjacent to existing right of way, specifically including features at:

- 102 Mill Street
- 111 Market Street
- 118 Market Street
- 119 Market Street
- 205 Market Street
- 209 Market Street
- 216 Market Street
- 217 Market Street
- 218 Market Street
- 318 Market Street
- 321 Market Street
- 326 Market Street
- 6061 Front Street
- 6101 Front Street
- 6106 Front Street
- 6109 Front Street
- 6112-6114 Front Street

**2.1** When removing sidewalks adjacent to building foundations or other contributing elements, including, but not limited to, stone or concrete walls, the contractor shall use saws to cut existing sidewalk materials for removal using the gentlest means possible.

**2.2** The contractor shall use expansion joints when placing new sidewalk material adjacent to historic building foundations and contributing resources, including, but not limited to, stone

and concrete walls. All existing infrastructure (including infrastructure in historic districts), as well as previously built new infrastructure which has hardened, shall be protected by ½ inch expansion joints against all new work, then sealed with a high quality sealant along the entire length.

**3.0 Basis of Payment.** No payment shall be made to satisfy this provision. If the contractor fails to comply with this provision, federal funding could be jeopardized, thus forcing MoDOT to suspend the project. No time extensions will be granted due to the contractor’s failure to comply with this provision.

O. Non-Tracking Tack Coat

**1.0 Description.** This work requires application of tack in accordance with Sec 407 and prevention of tack loss from the surface as specified herein. Tack loss prevention shall be accomplished with successful usage of a MoDOT-approved non-tracking tack, or other acceptable non-tracking means, as approved by the engineer.

**2.0 Non-Tracking Requirements.** Non-tracking tack shall remain adhered to the pavement surface when exposed to any wheeled or tracked vehicles. The tack shall not track off the surface within 30 minutes of being applied, and shall not stick to the tires, tracks or other parts of paving equipment or vehicles such that the underlying surface becomes visible or void of tack prior to the placement of the hot mix asphalt. The tack shall not track onto any adjacent lanes, pavement markings, driveways, sideroads, etc.

**2.1** The contractor shall be responsible for cleaning all tracked tack from adjacent lanes, driveways, sideroads, etc., and shall replace all pavement markings that become coated with tracked tack. This cleaning and replacement requirement applies to both approved and proposed non-tracking products.

**3.0 Basis of Payment.** Measurement and payment shall be in accordance with Sec 407. The accepted quantity of non-tracking tack coat will be paid for per gallon at the contract unit price for 407-10.07 Tack Coat – Non-Tracking, per gallon. No additional payment will be made for the cost to demonstrate proposed products, for cleaning surfaces due to tracking of tack, or for replacement of pavement marking damaged by tracked tack.

Item Number	Description	Unit
407-10.07	Tack Coat –Non-Tracking	Gallon

P. Linear Grading Class 2 – Modified

**1.0 Description.** Modified Linear Grading Class 2 shall consist of any necessary clearing and grubbing in accordance with Sec 201, preparing subgrade for shoulder, pavement widening, sidewalk, paved approaches, curb and gutter, roadside retaining wall, or other roadside appurtenances by excavating, compacting, fin-grading, and shaping existing shoulder and ditch for-slope, conforming to the typical section shown on the plans. It may be necessary to haul material.

**2.0 Construction Requirements.** The shoulder, pavement widening, sidewalk, curb and gutter, paved approaches, roadside retaining wall, or other roadside appurtenances shall be excavated and graded as shown on the typical section with minimal disturbance of the existing sub-grade

and fore slope. Density shall be obtained from reasonable compactive efforts consisting of no less than three passes with a roller until no further visible compaction can be achieved, or by other methods approved by the Engineer. Subgrade preparation and compaction shall also be in accordance with Sections 203, 209 and 210.

**2.1** All ditches shall be graded to drain and maintain existing flow capacity, unless approved by the engineer. If fill material for the shoulder widening work impacts the ditch capacity, the contractor shall re-grade the backslope to maintain the flow capacity of the ditch. Fore slopes and back slopes shall be constructed at a 3:1, except as noted on the plans or approved otherwise by the engineer.

**2.2** It may be necessary to go outside the limits of the right of way to obtain additional material or to dispose of excess material. All costs for providing additional material or disposing of excess material shall be included at the contract unit price for pay item 207-99.09, Modified Linear Grading, Class 2. All contractor furnished material shall be approved by the Engineer prior to being incorporated into the project. Quarry screenings will not be considered an approved contractor furnished material.

**2.3 Included in this work is any pavement edge treatment that might be necessary to stay in compliance with the Standard Plans.** The need for edge treatment is determined by the contractor’s method of operations.

**3.0 Method of Measurement.** Measurement will be made to the nearest 1/10 station separately for the length of pavement edge along each side of the roadway, measured along centerline of the traveled way and totaled to the nearest Station for the sum of all segments in accordance with Section 207.

**4.0 Basis of Payment.** Payment for Modified Linear Grading, Class 2 as described in this provision will be made at the contract unit price for:

Item Number	Unit	Description
207-99.09	Station	Linear Grading Class 2, Modified

Q. Lump Sum Temporary Traffic Control JSP-22-01B

**1.0 Delete Sec 616.11 and insert the following:**

**616.11 Method of Measurement.** Measurement for relocation of post-mounted signs will be made to the nearest square foot of sign area only for the signs designated for payment on the plans. All other sign relocations shall be incidental. Measurement for construction signs will be made to the nearest square foot of sign area. Measurement will be made per each for each of the temporary traffic control items provided in the contract.

**616.11.1 Lump Sum Temporary Traffic Control.** No measurement will be made for temporary traffic control items grouped and designated to be paid per lump sum. The list of lump sum items provided in the plans or contract is considered an approximation and may be subject to change based on field conditions. This is not a complete list and may exclude quantities for duplicate work zone packages used in simultaneous operations. The contractor shall provide all traffic control devices required to execute the provided traffic control plans for each applicable operation,

stage, or phase. No measurement will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer.

**2.0 Delete Sec 616.12 and insert the following:**

**616.12 Basis of Payment.** All temporary traffic control devices authorized for installation by the engineer will be paid for at the contract unit price for each of the pay items included in the contract. Whether the devices are paid individually, or per lump sum, no direct payment will be made for the following:

- (a) Incidental items necessary to complete the work, unless specifically provided as a pay item in the contract.
- (b) Installing, operating, maintaining, cleaning, repairing, removing, or replacing traffic control devices.
- (c) Covering and uncovering existing signs and other traffic control devices.
- (d) Relocating temporary traffic control devices, including permanent traffic control devices temporarily relocated, unless specifically included as a pay item in the contract.
- (e) Worker apparel.
- (f) Flaggers, AFADs, PFDs, pilot vehicles, and appurtenances at flagging stations.
- (g) Furnishing, installing, operating, maintaining, and removing construction-related vehicle and equipment lighting.
- (h) Construction and removal of temporary equipment crossovers, including restoring pre-existing crossovers.
- (i) Provide and maintaining work zone lighting and work area lighting.

**616.12.1 Lump Sum Temporary Traffic Control.** Traffic control items grouped together in the contract or plans for lump sum payment shall be paid incrementally per Sec 616.12.1.1. Alternately, upon request from the contractor, the engineer will consider a modified payment schedule that more accurately reflects completion of traffic control work. No payment will be made for any additional signs or devices needed except for changes in the traffic control plan directed by the engineer. Additional items directed by the engineer will be paid for in accordance with Sec 109.4. No adjustment to the price will be made for overruns or underruns of other work or for added work that is completed within existing work zones.

**616.12.1.1 Partial payments.** For purposes of determining partial payments, the original contract amount will be the total dollar value of all original contract line items less the price for Lump Sum Temporary Traffic Control (LSTTC). If the contract includes multiple projects, this determination will be made for each project. Partial payments will be made as follows:

- (a) The first payment will be made when five percent of the original contract amount is earned. The payment will be 50 percent of the price for LSTTC, or five percent of the original contract amount, whichever is less.

(b) The second payment will be made when 50 percent of the original contract amount is earned. The payment will be 25 percent of the price for LSTTC, or 2.5 percent of the original contract amount, whichever is less.

(c) The third payment will be made when 75 percent of the original contract amount is earned. The payment will be 20 percent of the price for LSTTC, or two percent of the original contract amount, whichever is less.

(d) Payment for the remaining balance due for LSTTC will be made when the contract has been accepted for maintenance or earlier as approved by the engineer.

**616.12.1.2** Temporary traffic control will be paid for at the contract lump sum price for Item:

Item No.	Unit	Description
616-99.01	Lump Sum	Misc. Lump Sum Temporary Traffic Control

R. Exposed Aggregate Concrete Paving

**1.0 Description.** This work shall consist of constructing exposed aggregate concrete sidewalk and curb ramps, exposed aggregate concrete integral curb, exposed aggregate concrete type S curb, and exposed aggregate non-reinforced concrete pavement.

**2.0 Construction Requirements.** Work for exposed aggregate non-reinforced concrete pavement shall be in accordance with Section 502. Work for exposed aggregate concrete sidewalk and curb ramps shall be in accordance with Section 608. Work for exposed aggregate concrete curbs shall be in accordance with Section 609.

**3.0 Exposed Concrete Aggregate Material**

Exposed aggregate sidewalk, curb ramps, curbs, and pavement shall conform to the material requirements described below.

Portland Cement: ASTM C 150, Type I. Use one brand of cement throughout the project, unless otherwise indicated by the County Engineer.

Normal Weight Aggregates: ASTM C 330, and as herein specified. To be of the type Meramec. Provide aggregates from a single source. Do not use fine or coarse aggregates containing spall-causing or other deleterious substances. Maximum aggregate size  $\frac{3}{4}$  inch nominal.

Lightweight Aggregates: ASTM C 330. To be of the type Meramec.

Water: Potable.

Admixtures: Admixtures certified by manufacturer to contain no more than 0.1 percent water-soluble chloride-ions by mass of cement and to be compatible with other admixtures.

Pozzolanic Admixtures: Pozzolanic admixtures shall be fly ash or raw or calcined material pozzolans meeting the requirements of ASTM C 618 Type C or Type F with the exception of loss of ignition, where the maximum should be less than 6%. Although it is not mandatory to use fly

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ash concrete on the project, the Contractor may substitute up to 10% fly ash by weight for cement. The fly ash shall be included in the mix design.

**Air-Entraining Admixtures:** Air-entraining admixtures shall meet the requirements of ASTM C 260 and shall be added to the mixer in the amount necessary to produce the specified air content. The air-entrainment agent and the water reducer admixture shall be compatible.

**Water-Reducing Admixtures:** Water-reducing, set-controlling admixtures shall meet the requirements of ASTM C 494, Type A, water-reducing or Type D, water-reducing and retarding admixtures, and shall be added at the mixer separately from air-entraining admixtures in accordance with the manufacturer's printed instructions.

**Grout:** The grout mixture can be any commercially made product for highway patching made of an epoxy base. The grout shall be compatible with concrete and steel and capable of binding the dowel with the concrete. The matrix may be extended with hard durable aggregate following the manufacturer's recommendations. The grout shall be discarded after 45 minutes and shall not be retempered. The minimum strength shall be equal to the strength of the concrete pavement. Samples of the grout shall be submitted to the County Engineer before grouting begins. Grout shall have a minimum strength of 4,000 psi in 28 days.

**Liquid-Membrane Forming and Sealing Curing Compound:** Comply with ASTM C 309, Type 2, Class B unless other type acceptable to County Engineer.

**Joint Fillers:** All expansion joints shall be "non-gassing". Exposed sidewalks, curbs and gutters shall be sealed with Crafeco "Asphalt Rubber Plus" or approved equal. Comply with ASTM 1190.

The concrete shall be designed to produce normal-weight concrete consisting of Portland cement, aggregate, pozzolanic admixture, water-reducing or high-range water-reducing admixture (super plasticizer), air-entraining admixture, and water to produce the following properties:

**Compressive Strength:** 4,000 psi, minimum at 28 days, unless otherwise indicated.

**Maximum Water to Cementitious Material Ratio:** 0.50

**Slump Limit:** 4 inches.

**Air Content:** 5 to 8 percent.

**3.1** Contractor shall submit concrete mix design to County for approval.

**3.2** The Contractor shall also provide a mock-up of the exposed-aggregate concrete sidewalk for County approval.

- The mock-up should be built in a designated area on site. This area shall be used to determine color and texture of the job and used as the standard by which the work will be judged. The mock-up is subject to the acceptance by the Owner and may be retained as part of the finished work. If the mock-up is not retained, it shall be removed and properly disposed of.

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Exposed Aggregate: Selected, hard, and durable; washed; free of materials with deleterious reactivity to cement or that cause staining; from a single source, with gap-graded coarse aggregate as follows:

Retain one option in "Aggregate Sizes" Subparagraph below or revise to include one size or a range of gradations if preferred. Coarse-aggregate sizes may range from 1/4 inch (6 mm) to more than 1-1/2 inches (38 mm).

Aggregate Sizes: No. 8 (3/8 to 5/8 inch) nominal, with the following sieve gradations:

Size	% Passing
3/4"	100
5/8"	99
1/2"	89
3/8"	68
#4	21
#8	3
#16	2
#200	1.6

Retain "Aggregate Source, Shape, and Color" Subparagraph below if a particular aggregate is required or to specify details of acceptable aggregates.

Aggregate Source, Shape, and Color: angular white limestone.

Exposed Aggregate Finishes:

Limestone Exposed Aggregate Concrete Paving: Exposed aggregate concrete produced by exposing gap graded No. 8 limestone aggregate concrete mix.

Concrete Surface Retarder Finish:

Top Cast #05, Sandblast Finish

Spray Applied, film forming top surface retarder designed for specific sized aggregates and finish requirements. Color Coded to allow for ease of application and verification of each level being used as well as even and complete coverage

Spray Applied and film forming protective coating for adjacent masonry and concrete surfaces

#### 4.0 Basis of Payment.

Payment will be considered full compensation for the excavation, labor, and material necessary for installation of these items and shall be included under the contract unit price for each item defined below:

Item Number	Unit	Description
502-99.05(A)	SQYD	Concrete Pavement, 7 IN. Non-Reinforced, 15 FT. Joints (Exposed Aggregate)
608-99.05(A)	SQYD	Concrete Curb Ramp (Exposed Aggregate)
608-99.05(B)	SQYD	Concrete Sidewalk, 4 IN. (Exposed Aggregate)
608-99.05(C)	SQYD	Concrete Sidewalk, 7 IN. (Exposed Aggregate)
609-99.03(A)	LF	Concrete Curb (6 IN. Height and Under) Type S (Exposed Aggregate)
609-99.03(B)	LF	Integral Curb (6 IN. Height and Under) Type A (Exposed Aggregate)

S. Permeable Interlocking Concrete Pavement

**1.0 Description.** This work shall consist of constructing a permeable interlocking concrete pavement (PICP or pavers) system at the locations designated in the plans. The paver system, in conjunction with an infiltration trench, will be used to provide water quality volume (WQv) per the Metropolitan St. Louis Sewer District (MSD) performance criteria and as detailed in the Special Sheets and/or per manufacturer's installation instructions.

**2.0 References.** In addition to notes included in the plans, the design and construction of the permeable interlocking concrete pavement shall adhere to the following references when applicable.

**2.1 Public Right-of-Way Accessibility Guidelines (PROWAG)**

- (a) Technical Requirements (available at [www.access-board.gov](http://www.access-board.gov))

**2.2 The Metropolitan St. Louis Sewer District (MSD) (available at [www.projectclear.org](http://www.projectclear.org))**

- (a) Best Management Practices (BMP) Toolbox (provisional use approval letters for PICP)
- (b) 2000 Maryland Stormwater Design Manual
- (c) Permeable Interlocking Concrete Pavement details within the plan set.

**2.2 Interlocking Concrete Pavement Institute (ICPI) (available on [www.icpi.org](http://www.icpi.org))**

- (a) Permeable Interlocking Concrete Pavement Manual.
- (b) PICP Guide to Construction Specifications.

**2.3 American Society for Testing and Materials (ASTM)**

- (a) All applicable testing methods, material classifications which may be required for construction of the Permeable Interlocking Concrete Pavement.

**2.4 Geotechnical Exploration(s)**

- (a) Kimmswick Infiltration Testing performed by Geotechnology, LLC, DBA UES, dated May 20, 2025.

**3.0 Contractor Submittals to Engineer.** The following shall be submitted and approved by the Engineer prior to the ordering or implementation of the material during construction, unless otherwise noted:

**3.1** The Contractor shall provide verification that the installing contractor who will be responsible for constructing the permeable interlocking concrete pavement (PICP) will provide the as-built certification which includes:

- (a) Past history demonstrating applicable experience.
- (b) The PICP installation contractor must be a current Level 1 certificate from the Interlocking Concrete Pavement Institute's concrete paver installer program or a certified concrete pavement installer through the Concrete Masonry and Hardscapes Association.

**3.2** The Contractor shall submit subcontractor's drawings and details for paver installation prior to construction which may include (but not limited to):

- (a) Indicate perimeter conditions, junction with other materials, expansion and control joints, paver layout and pattern(s), and installation details.
- (b) Indicate layout, pattern and relationship of paving joints to fixtures, and project formed details.

- (c) Method Statement and Quality Control Plan that describes material staging and flow, paving direction and installation procedures.

**3.3** To ensure design criteria are met, a mock-up shall be constructed. The Contractor shall submit the following for approval:

- (a) Proposed concrete paver selection for use in mock-up with a minimum size of 4' wide by 4' long.
- Four representative full-size samples of each paver type, thickness, color, and finish. The representative samples shall indicate the range of color expected in the finished installation.
  - The mock-up should be built in a designated area on site. This area shall be used to determine surcharge of the bedding layer, joint sizes, and lines, laying pattern, color and texture of the job and used as the standard by which the work will be judged. The mock-up is subject to the acceptance by the Owner and may be retained as part of the finished work. If the mock-up is not retained, it shall be removed and properly disposed of.
- (b) Minimum 3 lb (2 kg) samples of subbase, base and bedding aggregate materials to be used in a mock-up.

**3.4** Prior to ordering the required quantities for construction, the Contractor shall submit material certifications for all items being installed for the PICP for approval, which may include (but not limited to):

- (a) Proposed concrete paver selection shall be compliant with MSD's Approved Products and Suppliers available on MSD's Best Management Practices (BMP) Toolbox.
- Paver manufacturer's catalog sheets with product specifications.
  - The contractor shall obtain the concrete paver manufacturer's certification that the paving units supplied to construct the PICP have been approved by MSD and meet the requirements in ASTM C936.
  - The certification shall include the manufacturer's name, and state that the PICP supplied meets the ASTM C936 specifications, (testing should be current within previous 12 months) and that the paving materials meet all requirements as evaluated under the manufacturer's quality control program.
- (b) Bedding material, base and subbase aggregate material gradation reports.
- (c) Geotechnical filter fabric.
- (d) PVC underdrains, cleanouts and observation well assemblies.
- (e) BMP sign, post and base materials.

**4.0 Quality Assurance.** The Contractor shall adhere to a quality assurance plan to ensure the proper installation of the permeable interlocking concrete pavement system. The Contractor shall, but is not limited to:

- (a) Conduct a pre-construction meeting of representatives from the manufacturer, paver installation subcontractor, general contractor, engineer and/or owner's representative.
- (b) Submit all required documentation and certifications for Engineer review and approval.
- (c) Preparation of a mock-up as indicated in the project documents.
- (d) The contractor shall prevent and divert sediment from entering the subbase and pavement surface until the tributary areas are deemed stable by the assigned construction inspector.
- (e) Vehicular traffic shall be prohibited on the PICP until the site is stable to prevent mud from being deposited by vehicles.
- (f) The permeable interlocking concrete pavement shall not be installed in rain or snow. No frozen bedding materials shall be installed.

- (g) Do not clean the paver surface with high-pressure hoses or abrasives. When cleaning is necessary, combination cleaning machines that combine a wet spray and vacuum process have been found to be effective.

**5.0 Delivery Storage, and Handling.** Delivery, storage and handling shall comply with all applicable MoDOT and MSD specifications. The Contractor shall comply with manufacturer's ordering instructions and lead-time requirements to avoid construction delay.

- (a) Deliver materials in manufacturer's original, unopened, undamaged container packaging with identification tags intact on each paver bundle. Pavers shall be unloaded at job site in such a manner that no damage occurs to the product or existing construction.
- (b) Storage and Protection: Store materials in a protected area such that they are kept free from mud, dirt, and other foreign materials.
- (c) Provide 10% additional paver material for use by Owner for maintenance and repair. Extra pavers shall be from the same production run as installed materials.

**6.0 Materials.** The contractor shall select a pervious paver listed on MSD's Approved Products and Suppliers available on MSD's Best Management Practices (BMP) Toolbox with a Provisional Use Level (PUL) approval as A Structural BMP.

**6.1 Permeable Concrete Pavers.**

- (a) Subject to compliance with requirements, available suppliers/manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
- Belgard Hardscapes: Eco-Hollandstone
  - Building Products Corp: Advanced Pavement Technology - Eco-Brick
  - Midwest Block & Brick: Eco-Citylock
- (a) Solid interlocking paving units resistant to freezing and thawing, made from normal-weight aggregates.
- (b) Pavers shall be Standard Series, Rectangular Pavers.
- Thickness: 3 1/8 inches.
  - Face Size and Shape: 5-by-10-inch rectangle.
  - Color: light beige / light brown blends
  - Pattern: Permeable Concrete Pavers shall be set in a Herringbone pattern.

**6.2 Aggregate Materials.**

- (a) 2" thick Bedding Stone shall meet ASTM No. 8 or 9 stone.
- (b) 4" thick base stone shall meet ASTM No. 57 (or similar size).
- (c) Variable thickness subbase stone shall meet ASTM No. 2 (or similar size with a minimum of 40% voids)
- Stone should be clean, washed, 90 percent fractured faces with a Los Angeles Abrasion Index of less than 40 and conform to the grading requirements in ASTM D448.
- (d) Paver system opening and joint stone shall meet ASTM Number 8 crushed aggregate stone, unless otherwise indicated by the manufacturer.
- Stone should be clean, washed, open grade crushed stone and include a void ratio of 40%.

**6.3 Geotextile Materials and Geomembrane Liner.**

- (a) The Contractor must submit to the Engineer a certification from the manufacturer of the sheeting geotextile fabric and geomembrane stating that the sheeting meets physical property requirements for the intended application.

- (b) Nonwoven, Needle-Punched Polypropylene Geotextile Fabric shall meet specifications for MSD Type 4 filter fabric. The filter fabric shall be Mirafi 140N or approved equal, with requirements for lighter-weight fabrics as shown in Table 1.
- (c) Nonwoven, impermeable geomembrane High-Density Polyethylene (HDPE) shall be new and comprised of material manufactured of first-quality products designed and manufactured specifically for the purpose of liquid containment in hydraulic structures. The geomembrane liner shall be GSE HD Black Smooth, or approved equal, with requirements as shown in Table 1.
  - The geomembrane may be smooth or textured on both sides. The surface of the geomembrane must not have striation, pinholes, or bubbles and must be so produced to be free of holes, blisters, undispersed raw materials, or any contamination of foreign matter. Any defects must be reported to the Engineer immediately after discovery and replaced or repaired under the direction of the Engineer at the Contractor's expense. If repair is required, extrusion fusion welding technique must be performed in conformance with the manufacturer's recommendations.
  - The geomembrane must be manufactured in a minimum width necessary to provide a seamless installation along the bottom and each side of the infiltration trench. Labels on the roll must identify the thickness, length, width, and manufacturer's batch and roll number. There must be no factory seams.
  - All welding material must be of a type recommended by the manufacturer.
- (d) Geomembrane Liner System. The liner method system shall consist of a layer of 60 mil HDPE geomembrane. A nonwoven geotextile fabric must be placed on the top and bottom of the geomembrane for puncture protection.

**Table 1: Geotextile and Geomembrane Specifications \***

Property	Geotextile Fabric	Geomembrane Fabric	Test Method
Nominal Thickness	55 mils	60 mils	ASTM D5199
Density (min)	4.8 oz/yd <sup>2</sup>	≥ 0.940 g/cm <sup>3</sup>	ASTM D792
Apparent Opening Size (AOS) (max)	U.S. Sieve 70	0	ASTM D4751
Permittivity	1.8 sec <sup>-1</sup>	--	ASTM D4491
Permeability	0.21 cm/sec	0	ASTM D4491
Flow Rate	135 gal/min/ft <sup>2</sup>	0	ASTM D4491
Tensile Strength at Break (min)	240 lb/in width	240 lb/in width	ASTM D6693
Tensile Strength at Yield (min)	140 lb/in width	130 lb/in width	ASTM D6693
Elongation at Break (min)	--	700%	ASTM D6693
Elongation at Yield (min)	50%	13%	ASTM D6693
Tear Resistance Initiation (typ)	--	42.0 lb	ASTM D1004
Low Temperature Brittleness (typ)	--	-105 °F	ASTM D746
Dimensional Stability Change Each Direction (max)	--	±2%	ASTM D1204
Puncture Resistance (typ)	65 lb	120 lb	ASTM D4833

\* Note: Minimum values, unless otherwise specified, are average roll values as reported by the specific test methods.

#### **6.4 Polyvinyl Chloride (PVC) Pipe and Fittings.**

- (a) PVC Schedule pipe and fittings shall be used for PVC applications with pipes less than 8" in diameter.
  - Non-pressure Applications: Schedule 40
  - Pressure Applications: Schedule 80
- (b) Manufacturers - Gravity Pipe PVC Pipe shall be manufactured by one of the following:
  - Diamond Plastics
  - CertainTeed Corporation
  - JM Eagle
  - North American Pipe Corporation
  - Or approved equal
- (c) PVC Schedule pipe and fittings shall be manufactured from virgin rigid PVC (polyvinyl chloride) vinyl compounds meeting the requirements of ASTM D1784, ASTM D1785, and ASTM D2665, and ANSI/NSF 61/14
- (d) PVC Schedule pipe shall be Iron Pipe Size (IPS)
  - PVC Schedule 80 fittings shall conform to ASTM D 2467.
  - PVC Schedule 80 threaded fittings shall conform to ASTM D 2464.
  - PVC Schedule 40 pipe shall be Iron Pipe Size (IPS) conforming to ASTM D 1785.
  - PVC Schedule 40 fittings shall conform to ASTM D 2466.
  - Unions and flanges meet the requirements of ASTM F 1970 with gasket that is compatible with intended service.
  - Solvent cement and primer shall conform to ASTM D 2564 and shall be as recommended by the pipe and fitting manufacturer. Cement shall be listed by manufacturer for compatibility with specific chemical services. Cement for chemical piping systems shall be IPS Weld-On CPVC 724 or Ipex Zirtec 24 CPVC cement or shall be listed by manufacturer for compatibility with specific chemical service.
  - Pipe and fittings shall be manufactured as a system and be the product of one manufacturer.
  - All pipe and fittings shall be manufactured in the United States.
- (e) Perforated PVC Underdrain pipe shall incorporate 3/8" perforations on 12" centers, 2 rows, located at 5 o'clock and 7 o'clock, respectively.

**6.5 Accessory Drainage Components.** All additional drainage components, including but not limited to, clean outs, lids, etc. shall comply with MSD standards, except as specified herein.

- (a) Cleanouts and observation well lids shall be rated for vehicle traffic.

**6.6 Product Substitutions.** No product or material substitutions are permitted unless previously approved by the Engineer or by the Construction Inspector assigned to the project.

- (a) All substitutions shall be presented to the Engineer responsible for the design of the PICP system.

**7.0 Construction Requirements.** The permeable paver water quality systems are designed to completely drain within 12 to 72 hours of a design storm event. Due to potential runoff contamination into the water quality system, it is strongly recommended that the permeable paver and detention system is constructed near the end of the project.

**7.1 General Water Quality Detention Components.** All drain pipes, observation wells, overflow pipes, geotextiles, and (if applicable), berms, baffles and impermeable liner systems should be in

place per the drawings prior to or during placement of the aggregate subbase and base, depending on their location and subgrade conditions encountered.

- (a) Stockpile joint/opening filler, base and subbase materials such that they are free from standing water, uniformly graded, free of any organic material, sediment or debris.
  - No mud or sediment can be left on the base or bedding aggregates. If they are contaminated, they must be removed and replaced with clean materials at the contractor's expense.
- (b) Do not damage drainpipes, overflow pipes, observation wells, or any inlets and other drainage appurtenances during installation. Report any damage immediately to the Engineer and inspector.
- (c) A perforated PVC underdrain system will be required. The horizontal and vertical locations shall be determined by the design engineer, depicted on the drawings, and be in general accordance with the MSD Permeable Interlocking Concrete Pavement detail.
- (d) Observation wells should be provided in low areas within the permeable pavement system and shall extend to the bottom of the storage bed.

**7.2 Site Preparation.** Preparation of the site and materials shall include, but are not limited to, the following:

- (a) General. Any excess thickness of soil applied over the excavated soil subgrade to trap sediment from adjacent construction activities shall be removed before application of the geotextile and geomembrane liner system materials.
  - Keep area where pavement is to be constructed free from sediment during entire job.
- (b) Subgrade Soil Preparation. The preparation of the soil and/or base material may be necessary with weak or continually saturated soils, or when subject to high wheel loads. Compaction will reduce the permeability of soils. If soil stability remediation is required, the contractor shall consult the engineer and geotechnical engineer for recommendations how to proceed since compacted soils may reduce infiltration.
  - The prepared subgrade soil shall be dry.
  - Subgrade should normally be compacted to a minimum density of 90% to 95% of the theoretical density per AASHTO T 180, or as recommended by the geotechnical engineer.
  - If the underlying soils are plastic or plastic soils that have been stabilized with lime, the Engineer must be notified to confirm drainage/infiltration capacity and if the underdrain system will not be perched.
- (c) Excavation. The excavation for the detention shall be made with vertical edges. If conditions exist which prevent this, the Engineer shall be notified immediately.
  - Subgrade excavation should be flat, and where topography requires, terracing of the subgrade may be allowed, as approved by the engineer.

**7.3 Geotextile and Geomembrane Liner System Construction.**

- (a) Do not proceed with installation of geotextile, geomembrane liner, bedding and interlocking concrete pavers until subgrade soil conditions are corrected by the General Contractor or designated subcontractor.
- (b) Geotextile Installation. The soil subgrade shall be covered with MSD Type 4 filter fabric on all vertical sides and bottom of the typical section.
  - At a minimum, the fabric shall extend into the base layer.
- (c) Geomembrane Liner System Installation. Where needed, a geomembrane shall be placed to interrupt an area of hydraulic connectivity to an adjacent feature or trench or to create a check dam within the subbase stone.
  - The geomembrane liner shall be fully supported, and span the feature, extending a minimum of 2 feet beyond to create a hydraulic barrier.

- The contractor shall take care to ensure the geomembrane liner remains in contact with adjacent clay soils. All fabric wrinkles, rock and/or debris shall be removed to provide this continuous contact.
- When a pipe must penetrate the geomembrane liner, the contractor shall weld the liner to the pipe using manufacturer recommendations.

#### **7.4 Aggregate Subbase Construction.**

- (a) Do not proceed with installation of subbase stone until subgrade soil conditions geotextile/geomembrane liner installation are corrected by the General Contractor or designated subcontractor.
- (b) The aggregate shall be installed in layers above and around the geotextile and geomembrane liner to prevent tearing, ripping or distortions of the fabric.
- (c) The underdrain system, complete with cleanouts, observation wells and all connections shall be installed in the aggregate subbase construction.

#### **7.5 Permeable Paver Construction.**

- (a) Do not proceed with installation of bedding and interlocking concrete pavers until subgrade soil and subbase conditions are corrected by the General Contractor or designated subcontractor.
- (b) Installation of base stone, bedding stone, permeable pavers and opening and joint filler stone shall be in accordance with MSD's Provisional Use Levels (PUL) and permeable paver's recommendations.
  - Lay the paving units in the pattern(s) and joint widths shown on the drawings. Maintain straight pattern lines.
  - Bond lines for paver courses:  $\pm 1/2$  in. over a 50 ft string line.
  - Fill gaps at the edges of the paved area with cut units. Cut pavers subject to tire traffic shall be no smaller than 1/3 of a whole unit.
  - Cut pavers and place along the edges with a [double-bladed splitter or] masonry saw.
  - Fill the openings and joints with ASTM No. 8 stone.
    - Note: Some paver joint widths may be narrow and not accept most of the No. 8 stone. Use joint material that will fill joints such as washed ASTM No. 89 stone, as approved by the manufacturer.
- (c) The final surface tolerance of compacted pavers shall not deviate more than  $\pm 3/8$  in. under a 10 ft (3 m) long straightedge.
- (d) Lippage: No greater than 1/8 in. (3 mm) difference in height between adjacent pavers.
- (e) The surface elevation of pavers shall be 1/8 to 1/4 in. above adjacent drainage inlets, concrete pavements, concrete collars or channels to maintain drainage patterns.
- (f) The surface surface to adjacent surface elevations shall not exceed 1/4 in. height difference to maintain ADA compliance.

#### **7.6 Permeable Pavement Notification and Maintenance.**

- (a) The Contractor shall prevent and divert sediment from entering the subbase, base, leveling course and pavement surface until the tributary areas are deemed stable by the construction inspector.
- (b) Vehicular traffic shall be prohibited on the PICP until the site is stable to prevent mud from being deposited by vehicles.
- (c) Do not clean the paver surface with high-pressure hoses or abrasives. When cleaning is necessary, combination cleaning machines that combine a wet spray and vacuum process have been found to be effective.

- (d) Permanent sign(s) shall be posted warning that care should be taken during snow plowing; and prohibit the following: resurfacing, the use of sand abrasives for winter tire traction, and the use of power washers.

**8.0 Acceptance and Verification of Site Conditions.** The elevations and surface tolerance of the soil subgrade determine the final surface elevations of concrete pavers. The paver installation contractor cannot correct deficiencies, excavation and grading of the soil subgrade with additional bedding materials. Therefore, the surface elevations of the soil subgrade should be checked and accepted by the General Contractor, or designated party, with written certification presented to the paver installation subcontractor prior to starting work.

**8.1.** General Contractor shall inspect, accept and certify in writing to the paver installation subcontractor that site conditions meet specifications for the following items prior to installation of interlocking concrete pavers:

- (a) Verify that subgrade preparation, compacted density and elevations conform to specified requirements.
- (b) Provide written density test results for soil subgrade to the Owner, Engineer and paver installation subcontractor
- (c) Verify location, type, and elevations of edge restraints.

**9.0 As-Built Certification.** At completion of the project, prior to final dedication and acceptance for maintenance, an as-built certification, signed and sealed by a Missouri Professional Engineer, shall be provided certifying:

- (a) The PICP system was built in accordance with the details, dimensions, and materials as approved by MSD for this project.
- (b) The PICP system was installed by a qualified contractor and has satisfied all applicable quality control and performance tests.
- (c) The PICP system installation was witnessed by the certifying engineer or a representative under his direct supervision.

**10.0 Method of Measurement.** The method of measurement for permeable interlocking concrete pavement, installed, shall be as follows:

- (a) Permeable interlocking concrete pavement shall be measured to the nearest square yard of paver installation. It shall include all the necessary pavers, bedding stone, base stone, geotextile, drainage piping, connections, cleanouts and any other necessary items needed for a complete system with exception of the item noted below. All necessary equipment, labor, hauling and any other items needed to install the PICP shall be included.
- (b) PICP subbase stone shall be measured to the nearest cubic yard of aggregate installed. It shall include all necessary aggregate, equipment, labor, hauling and any other necessary items needed to install the PICP subbase stone.
- (c) Geomembrane Liner System shall be measured to the nearest square yard of system installation. It shall include all the necessary geomembrane and geotextile materials, equipment, labor, hauling and any other necessary items needed for a complete system.

**11.0 Basis of Payment.** All costs for coordination, materials, equipment, labor, removal, hauling, and any other incidentals to construct a fully-functioning permeable interlocking concrete pavement system shall be included in the cost for the below items. The accepted quantity will be paid for at the contract unit price for items:

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Item No.	Unit	Description
502-99.05(B)	SQYD	Permeable Interlocking Concrete Pavement
304-99.07	CUYD	PICP Subbase Stone
624-99.05	SQYD	Geomembrane Liner System

Required excavation for PICP installation will be paid for at the contract unit price for Class 3 Excavation. Underdrain system, and base course and bedding course will not be measured separately for payment, but shall be considered incidental to the Permeable Interlocking Concrete Pavement.

One (1) layer of geotextile fabric material shall be included and considered incidental to the Permeable Interlocking Concrete Pavement installation.

One (1) layer of geotextile fabric and one (1) layer of geomembrane liner material shall be included and considered incidental to the Geomembrane Liner installation. If site conditions require a second layer of geotextile fabric material to create a complete geomembrane liner system, this second layer of geotextile fabric shall be considered incidental to the Geomembrane Liner installation.

T. Sewer Lateral Adjustments/Relocations

**1.0 Verification of Sewer Laterals.** The contractor is advised there are several house sewer laterals crossing the limits of the proposed storm sewer pipe and structures along Market Street. The depth and location of these sewer laterals is unknown.

The contractor is responsible for determining the locations of the sewer laterals. The contractor shall then verify the location and depth of the sewer laterals for the buildings adjacent to the pipe work before starting any excavations to install the proposed storm pipe and structures. See for Potholing for Utility Facilities. The costs for this work shall be paid to the contractor at the price listed in the contract for the following bid item:

Item Number	Description	Unit
901-99.02(A)	Pot Holing for Utility Facilities	Each

**2.0 Sewer Lateral Conflicts.** The contractor shall notify the engineer for the project about any house sewer laterals found to conflict with the installation of the proposed storm drainage pipe and structures. The engineer will review the depth and location of the sewer lateral and determine whether any adjustments can be made to the proposed storm drainage to resolve the conflict with the sewer lateral. Any sewer lateral determined by the engineer to conflict with the proposed storm drainage shall be adjusted/relocated by the contractor to be clear of conflict. The contractor is responsible for obtaining all permits needed to adjust/relocate the sewer lateral. All work to adjust/relocate the sewer lateral shall be done according to the standards, specifications, and requirements of the Rock Creek Public Sewer District, City of Kimmswick, and Jefferson County.

**3.0 Payment for Sewer Lateral Adjustments/Relocations.** The costs for all removals, materials, permits, shoring, excavation, installation, backfill, and all other items of material or work not listed that shall be considered incidental and necessary to adjust/relocate the sewer lateral pipe found in conflict with the proposed storm drainage pipe and structures, shall be paid for at the unit price listed in the contract for the following bid item:

Item No.	Description	Unit
603-99.22	Sewer Lateral Adjustments/Relocations	Each

U. Decorative Fence

**1.0 Description.** This work shall consist of furnishing and installing decorative fencing at location shown in the plans.

**2.0 Materials.** Fence material selected shall match the color, material, and type of fence being replaced. Fence material shall be approved by the County prior to installation.

**3.0 Method of Measurement.** The measurement for decorative fence shall be measured by linear foot of fence installation. It shall include all necessary foundations, posts, fence material, gates, latches and any other necessary items needed to install fence.

**4.0 Basis of Payment.** This work will be paid for at the contract unit price for item:

Item No.	Unit	Description
607-99.03	LF	Decorative Fence

V. Paver Gutter

**1.0 Description.** This work shall consist of furnishing and installing interlocking concrete pavers to form a gutter at locations shown in the plans.

**2.0 Contractor Submittals to Engineer.** The following shall be submitted and approved by the Engineer prior to the implementation of the material during construction, unless otherwise noted:

**2.1** The Contractor shall provide verification that the installing contractor who will be responsible for constructing the paver gutter will provide the as-built certification which includes:

- (a) Past history demonstrating applicable experience.
- (b) The Paver Gutter installation contractor must be a current certified concrete pavement installer through the Concrete Masonry and Hardscapes Association.

**2.2** The Contractor shall submit subcontractor's drawings and details for paver installation prior to construction which may include:

- (a) Indicate perimeter conditions, junction with other materials, expansion and control joints, paver layout and pattern(s), and installation details.
- (b) Indicate layout, pattern and relationship of paving joints to fixtures, and project formed details.

- (c) Method Statement and Quality Control Plan that describes material staging and flow, paving direction and installation procedures.

**2.3** To ensure design criteria are met, a mock-up shall be constructed. The Contractor shall submit the following for approval:

- (a) Proposed concrete paver selection for use in mock-up with a minimum size of 2' wide by 4' long.
- Four representative full-size samples of each paver type, thickness, color, and finish. The representative samples shall indicate the range of color expected in the finished installation.
  - The mock-up should be built in a designated area on site. This area shall be used to determine joint sizes, and lines, laying pattern, color and texture of the job and used as the standard by which the work will be judged. The mock-up is subject to the acceptance by the Owner and may be retained as part of the finished work. If the mock-up is not retained, it shall be removed and properly disposed of.

#### **2.4 Informational Submittals.**

- Material Certificates: For unit pavers. Include statements of material properties indicating compliance with requirements, including compliance with standards. Provide for each type and size of unit.

#### **2.5 Field Conditions.**

- Cold-Weather Protection: Do not use frozen materials or materials mixed or coated with ice or frost. Do not build on frozen subgrade or setting beds. Remove and replace unit paver work damaged by frost or freezing.

### **2.0 Material and Construction Requirements.**

#### **2.1 Concrete Pavers for Paver Gutter**

- Solid interlocking paving units complying with ASTM C 936/C 936M and resistant to freezing and thawing when tested according to ASTM C 67, made from normal-weight aggregates.
- Pavers shall be Standard Series, Rectangular Pavers.
- Thickness: 3 1/8 inches.(80 mm)
- Face Size and Shape: 4-by-8-inch rectangle.
- Color: light beige / light brown blends
- Pattern: Running Bond pattern
- Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to the following:
  - Romanstone Hollandstone, Classic Paver/ Bethany Ledge Blend
  - Unilock Hollandstone, River Blend
  - Belgard Commercial Concrete Hollandstone Pavers, Burnt Amber

#### **2.3 Concrete Base Material**

Pavers for paver gutter shall be set in 5" depth concrete base at slopes specified in the plans. Concrete mix shall have low slump sufficient to hold pavers and achieve gutter slopes specified in the plans. Concrete mix for paver gutter base shall conform to Section 608.

### 3.0 Execution.

#### 3.1 Installation, General

Mix pavers from several pallets or cubes, as they are placed, to produce uniform blend of colors and textures.

Cut unit pavers with motor-driven masonry saw equipment to provide clean, sharp, unchipped edges. Cut units to provide pattern indicated and to fit adjoining work neatly. Use full units without cutting where possible. Hammer cutting is not acceptable. For concrete pavers, a block splitter may be used.

Retain a running bond pattern as indicated on the drawings.

Tolerances: Do not exceed 1/16-inch unit-to-unit offset from flush (lippage) nor 1/8 inch in 24 inches and 1/4 inch in 10 feet from level, or indicated slope, for finished surface of paving.

Expansion and Control Joints: Provide for sealant-filled joints at locations and of widths indicated. Provide compressible foam filler as backing for sealant-filled joints unless otherwise indicated. Install joint filler before setting pavers.

#### 3.2 Setting-Bed Applications

Compact soil subgrade uniformly to at least 95 percent of ASTM D 698 laboratory density. Place aggregate base, compact by tamping with plate vibrator, and screed to depth indicated. Place concrete base, per depth indicated.

Set pavers with a minimum joint width of 1/16 inch and a maximum of 1/8 inch. If pavers have spacer bars, place pavers hand tight against spacer bars. Use string lines to keep straight lines. Fill gaps between units that exceed 3/8 inch with pieces cut to fit from full-size unit pavers.

**3.0 Method of Measurement.** The measurement for paver gutter shall be measured by linear foot of gutter installation. It shall include all necessary pavers, concrete base, equipment, labor, hauling and any other necessary items needed to install the paver gutter.

**4.0 Basis of Payment.** This work will be paid for at the contract unit price for item:

Item No.	Unit	Description
609-99.03(B)	LF	Paver Gutter

#### W. Small Block Wall

**1.0 Description.** This work shall consist of designing, furnishing, and erecting modular block retaining walls, as shown on the plans, according to Section 720 of the Standard Specifications, and per the requirements of the wall manufacturer.

**2.0 Materials.** Wall System selected shall be listed on MoDOT's Bridge Pre-qualified Products List (BPPL) and approved by the Engineer.

**3.0 Submittals.** Shop drawings are required for each wall to be constructed. Design of the walls shall follow the MoDOT Engineering Policy Guide and the requirements of the wall manufacturer. The Contractor shall complete any additional geotechnical investigations required for the design of each wall.

**4.0 Construction Requirements.** Maximum-stacked vertical height of wall units, prior to wall drain fill and backfill placement and compaction, shall be as recommended by the wall supplier and stated in the shop drawings. Actual limits of the granular backfill shall be determined by the Contractor and the wall manufacturer.

**5.0 Basis of Payment.** This work will be paid for at the contract unit price for item:

Item No.	Unit	Description
720-99.04	SQFT	Small Retaining Block Wall

X. Group A Pipe Material

**1.0 Description.** This work covers the furnishing, labor, and equipment required to install storm sewer pipe at the locations designated on the construction plans. Refer to the construction plans for specific quantities and locations. All work shall conform to applicable portions of Section 726 and Section 1026 of the Missouri Standard Specifications for Highway Construction.

**2.0 Construction Requirements.** The contractor shall only use reinforced concrete pipe as approved by the County. No other types of pipe will be allowed.

**3.0 Basis of Payment.** All work required as described above for pipe as designated on the plans, complete in place, will be included in the cost for the contract unit price for the following pay item:

Item No.	Unit	Description
726-10.12	LF	12 IN. Pipe Group A
726-10.15	LF	15 IN. Pipe Group A

Y. Downspout Drain Pipe Adjustment

**4.0 Description.** This work shall consist of furnishing, installing, and adjusting building downspout drain pipes at locations specified in the plans and as needed during construction. There are locations within the project area where downspout drain pipes from privately owned buildings outlet within public ROW. Where these drain pipes will be impacted by construction activities, they must be adjusted or replaced in kind to allow for positive drainage away from structures.

**5.0 Materials.** If downspout drain pipes need replacement, pipe material selected shall match the color, material, and type of pipe being replaced. Pipe material shall be approved by the County prior to installation.

**6.0 Construction Requirements.** Adjusted or replaced downspout outlets shall drain over the sidewalk unless otherwise noted in the plans. Downspouts shall drain away from structures so that water does not pool or flow against building foundations.

**7.0 Method of Measurement.** The measurement for downspout drain pipe shall be measured by linear foot of pipe adjustment and installation. It shall include all necessary materials, labor, and equipment necessary for providing functioning downspout drainage with positive drainage.

**8.0 Basis of Payment.** This work will be paid for at the contract unit price for item:

Item No.	Unit	Description
726-99.03	LF	Downspout Drain Pipe Adjustment

Z. Inverted Cradle for Water Main Protection

**1.0 Description.** This work will consist of installing an inverted cradle with a steel plate for bridging the existing PWSD #10 water main under three proposed drainage structures at locations shown in the plans.

**2.0 Materials.** Concrete for inverted cradle supports shall be in accordance with Section 703. Reinforcing steel for inverted cradle supports shall be in accordance with Section 706.

**3.0 Construction Requirements.** See detail in the Special Sheets for layout and dimensions. The contractor shall notify PWSD #10 48 hours in advance of installing inverted cradles. Contact information can be found the Utilities JSP.

**4.0 Basis of Payment.** No direct payment will be made for construction of the inverted cradles. All materials, labor, and equipment required for the construction of the inverted cradles shall be considered incidental to the cost of Precast Concrete Drop Inlet 2 FT X 2 FT.

AA. Single Inlets

**1.0 Description.** This work covers the furnishing and installation of MSD standard single street inlets and tops as shown in the plans and details.

**2.0 Material.** Material for the single street inlets shall be as specified in the Metropolitan St. Louis Sewer District Standard Construction Specifications for Sewers and Drainage Facilities, latest edition.

**3.0 Construction Requirements.** The single street inlets are MSD standard drainage structures and shall be constructed in accordance with the latest Missouri Standard Specifications, Section 731 and as detailed in the Metropolitan St. Louis District Standard Detail Sheets, latest edition.

**4.0 Method of Measurement.**

**4.1 Measurement of Single Street Inlets** shall be the difference in feet from the top of the inlet stone to the low flowline of the inlet, as shown in the Culvert Section Plan Sheets and shall also include the inlet sill, stone and cover and pipe joints as required by MSD's Standard Construction Specifications Section H.

**4.2** Excavation for all structures is paid for separately as Class 3 Excavation. See plans for quantities.

**5.0 Basis of Payment.** The contract unit price shall be considered as full compensation for all labor, equipment, materials, or other construction involved to complete the work. No direct pay for reinforcement, steps, inlet sill, stone, mortar, dowels, pipe joint material, granular backfill, cover or other incidental items necessary to complete this work. The following is the Pay Item No. for the single street inlet.

Pay Item Number	Description	Unit
614-99.02	Single Street Curb Inlet Top	Each
731-99.13	Single Street Inlet	Vertical Linear Foot

**BB. Adjust To Grade Items**

**1.0 Description.** This work shall consist of adjusting water valves, water meters, basins/inlets, and manholes that are within areas where either new sidewalks, curb ramps, approaches or pavements are to be constructed as shown on the plans. The contractor shall verify the type of frame and cover in the field before performing the work. The adjustments shall be made to match the final proposed grade.

**2.0 Construction Requirements.** Adjusting manholes and adjusting basins or inlets shall be done in accordance with Sec 604 except as modified herein.

**2.1** Adjustments, extensions, and/or lowering of utility and any related excavation and backfill shall be constructed as approved by the Engineer. For County owned facilities, adjustments shall conform to current Missouri Standard Specifications for Highway Construction. Adjustments for inlets require the top lid slopes to be adjusted to less than 2% slope in all directions and some of these inlets need to be raised to the final sidewalk grade. These are called out in the plans as “adjust inlet top”. Adjustments shall be completed so that the finished sidewalk, ramp, approach, or pavement meets current ADA standards.

**3.0 Basis of Payment.**

**3.1** All costs for materials, equipment, labor and installation shall be included in the cost for adjusting the water valves, water meters, basins/inlets, manholes, and pull boxes.

Pay Item Number	Description	Unit
603-99.02(A)	Adjust to Grade Water Valve	Each
603-99.02(B)	Adjust to Grade Water Meter	Each
604-20.10	Adjusting Manhole	Each
604-20.20	Adjusting Basin or Inlet	Each

CC. Landscaping Restoration

**1.0 Description.** This work shall consist of restoring existing landscaped areas that are disturbed by construction activities as shown on the plans or as directed by the Engineer.

In “cut” areas, the existing landscape material (decorative rock, mulch, etc.), fabric and vegetation shall be removed within the grading limits and then the existing ground shall be cut to grade. After the existing ground is cut to grade, the existing fabric, vegetation, and landscape material shall be placed back in their original locations as directed by the Engineer.

In “fill” areas, additional “in-kind” landscape material shall be added to the existing landscape material to bring it up to the proposed grade as directed by the Engineer. Existing vegetation may need to be removed and replanted to bring it up to proposed grade as directed by the Engineer.

Any existing landscape material, fabric or vegetation damaged by the Contractor during construction shall be replaced “in-kind” at his/her expense as directed by the Engineer.

**2.0 Method of Measurement and Basis of Payment.** Landscaping restoration will be measured and paid for at the unit bid price per square yard. Payment will be considered full compensation for all labor, equipment and material to complete the described work. All expense incurred by the contractor in compliance with the above requirements shall be considered as completely covered by unit prices for:

Item Number	Description	Unit
803-99.05A	Landscaping Restoration	S.Y.

DD. Compost Filter Sock

**1.0 Description.** This work shall consist of furnishing and installing compost filter socks (commonly referred to as wattles) in lieu of traditional silt fence for erosion and sediment control in accordance with the plans, these provisions, and Section 806 of the Missouri Standard Specifications for Highway Construction.

**2.0 Material.** Compost filter socks shall consist of a mesh tube filled with composted material or clean natural fibers (such as straw) meeting the requirements of Section 806 and the requirements of AASHTO R51.

**2.0 Construction and Maintenance Requirements.** Compost Filter Socks shall be installed at locations shown on the plans. The engineer may also modify the location as necessary to improve the effectiveness of the compost filter sock. The contractor shall monitor the condition of all filter socks and repair or replace any that are not functional as long as they are necessary to contain sediment runoff. Any deficiencies shall be corrected by the contractor in accordance with the SWPPP. In addition, the contractor shall review the effectiveness of compost filter socks in areas where construction activities have changed the natural contour and drainage runoff. Where deficiencies exist, additional filter socks shall be installed as approved or directed by the engineer

**2.0 Method of Measurement and Basis of Payment.** Measurement will be by linear foot of installed compost filter sock. Payment will be considered full compensation for all labor,

equipment and material to complete the described work. All expense incurred by the contractor in compliance with the above requirements shall be considered as completely covered by unit prices for:

Item Number	Description	Unit
806-99.03	Compost Filter Sock	L.F.

EE. Pedestrian Lighting

**1.0 Description.** This provision covers the items listed below, consisting of furnishing and installing light poles, luminaires, and pole foundations as indicated in the lighting plans.

- Light Pole: Pole shall be Valmont Structures 12' Washington Fluted Round Non-Tapered Aluminum Post in black with breakaway banner arms, tenon mount bracket, and integrated GFCI receptacle. Model #WA17AS120040404UW
- Luminaire: Fixture shall be Sternberg Lighting LED Avenue Luminaire with Type III distribution in black. Model #PT-B750SRLED-5P-24L40T3-MDL014
- Foundation: Pole foundation shall be Concrete Pole Foundation with 5' minimum depth and 24" diameter, as detailed in the plans.

**2.0 Materials.** All materials and work shall conform to Section 901 of the Missouri Standard Specifications for Highway Construction, 2025.

**3.0 Shop Drawing Requirements.** Contractor shall submit shop drawings for the post and luminaire materials. These drawings shall be reviewed with "No Exceptions" by the Engineer prior to ordering the equipment.

**4.0 Method of Measurement.** Measurement for these items shall be per each.

**5.0 Basis of Payment.** Payment will be considered full compensation for the excavation, labor, mounting hardware, and material necessary for installation and full functionality of these items and shall be included under the contract unit price for each item defined below:

Item Number	Item Name	Units
901-99.02(B)	12 FT. Decorative Pedestrian Light Pole	Each
901-99.02(C)	Decorative Pedestrian LED Luminaire	Each
901-99.02(D)	Concrete Pole Foundation	Each

FF. Pad Mounted 120/240 VOLT Combination Power Supply and Lighting Controller with Auxiliary Circuits for GFCI Outlets

**1.0 Description.** This work shall consist of furnishing and installing a pad mounted 120/240-volt single-phase, multi-circuit, combination power supply, lighting control system and Ground Fault Circuit Interrupter (GFCI) protected receptacles integrally mounted in the light poles for temporary and festival use. The unit shall distribute power for site lighting and auxiliary loads, including vendor equipment, event infrastructure, while meeting all applicable electrical codes and project specifications. The installation shall include all necessary equipment, wiring, conduit, grounding, and protective devices to ensure safe and reliable operation under outdoor conditions.

The provided product shall conform to the lighting section of the MoDOT approved products list under Pad Mounted Lighting Controllers, with modifications contained herein. The combination power supply and lighting controller with integrated pole-mounted GFCI outlets shall be installed in accordance with the plans and by direction of the engineer.

**2.0 Materials.** The contractor shall furnish all materials necessary for installation of the pad-mounted combination power and lighting control system. Materials shall meet the following requirements.

**2.1 Pad Mounted Enclosure Cabinet.** The cabinet shall meet the following requirements:

- (a) The cabinet shall be aluminum or stainless steel meeting the requirements for a NEMA 3R rated, dust-tight, watertight, lockable cabinet.
- (b) All hardware, hinges, catches, etc. shall be stainless steel and tamper-resistant.
- (c) Cabinet size shall be increased as necessary to meet spacing requirements.
- (d) Meter socket and other equipment and materials shall be U.L. approved conform to the requirements of the utility company providing power.
- (e) The cabinet and accessories shall be factory powder coated per the included specifications.

**2.2 Power Supply.** The enclosure shall utilize a single utility meter and provide 120/240 volt, single phase distribution panel(s).

- (a) The lighting circuits shall utilize 240 volt and include a 100 amp main breaker.
- (b) The auxiliary GFCI outlet circuits shall utilize 120 volt and include a 400 amp main breaker.
- (c) Lightning protection shall be provided for all equipment.

**2.3 Lighting Controller and Load Center.** The lighting controller shall include the items specified in the drawings including photocell-based control with a manual override. The lighting load center shall be able to utilize four (4) lighting circuits.

**2.4 Auxiliary GFCI Outlet Load Center.** A load center with 20-24 circuit spacings for 15 amp breakers. A minimum of two (2) 15 amp GFCI Outlets shall be mounted in a lockable receptacle enclosure separate from the main control system.

**2.5 Wiring.** All wiring shall comply with National Electrical Code (NEC) requirements and shall include copper conductors, THWN or THWN-2 insulation.

**2.5 Conduit.** All conduit material and sizes shall conform to MoDOT standards, unless otherwise noted.

**2.6 Grounding.** All ground rods and bonding conductors shall meet NEC requirements. All metallic components shall be bonded to the grounding system.

**3.0 Construction Requirements.** Construction requirements shall conform to MoDOT Section 902. The contractor shall include, but not be limited to, the following:

- (a) Install conduits per MoDOT standards.
- (b) Install pad-mounted enclosure on a concrete pedestal with attachments as recommended by the manufacturer.
- (c) Provide proper clearances for access and maintenance.
- (d) Terminal all conductors per NEC specifications.
- (e) Label circuits for lighting and receptacle load.

**3.1 Shop Drawing Requirements.** Contractor shall submit shop drawings for the material and a drawing which shows the layout of the equipment in the enclosure. These drawings shall be reviewed with “No Exceptions” by the Engineer prior to ordering the equipment.

**3.3 Testing.** Contractor shall perform the following:

- (a) Verify voltage and amperage at the main breaker and branch circuits.
- (b) Test GFCI outlets for proper operation.
- (c) Confirm lighting controller operation (photocell and manual override).
- (d) Any additional testing or warranty items as normally required by MoDOT.
- (e) Submit test results to the engineer.

**3.4 Powder Coating of Equipment.** This specification covers a powder coating finish for metallic components.

**3.4.1 Basis of Acceptance.** Basis of acceptance of the powder coated components will be based on a manufacturer's certification, including certified test results for all performance requirements, submitted by the contractor and upon results of any tests performed by the engineer. The contractor shall repair any areas damaged during the testing process by a written method of repair recommended by the powder coating manufacturer. all repairs shall be subject to the engineer's approval.

**3.4.2 Material.**

- (a) The finished powder coating shall be “black in color.”
- (b) The powder coating shall be a urethane or triglycidyl isocyanate (tgic) polyester resin type.
- (c) Galvanizing. When galvanizing is specified, all surfaces of the component shall be galvanized prior to powder coating in accordance with ASTM A 123. components shall not be water or chromate quenched prior to powder coating.
  - The procedure for determining the mass of coating shall be in accordance with ASTM A 90. This method shall be used in cases where the area of the test specimen can be accurately tested. on specimens shaped so that the area cannot be calculated, the mass of coating shall be determined with a magnetic gauge in accordance with ASTM E 376. the powder coating shall be removed by solvent removal or other any other method that does not affect the zinc coating.

**3.4.4. Workmanship.**

- (a) Fabrication. After fabrication of the component, all welds, bolted connections, holes, cut ends, etc. shall be free of slag, burrs or other imperfections that would affect the overall appearance or performance of the finished product.
- (b) Finish of Galvanized Components. When galvanizing is required prior to powder coating, all galvanized surfaces shall be in accordance with the finish and appearance requirements of ASTM A 123 prior to application of the powder coating. prior to powder coating, all surfaces shall be free of uncoated areas, blisters, flux deposits, gross cross inclusions, lumps, globules, runs, drips and sags. Zinc high spots, such as metal drip line, and other rough areas shall be removed by cleaning with hand or power tools as described in SSPC Surface Preparation Specification 2 or 3. The zinc shall be removed until the zinc is level with the surrounding area, taking care that the base coating is not removed by the cleaning methods. The final galvanized surface shall be an applicable substrate to ensure proper adhesion of the powder coating. after removal of high spots and other rough areas, the coated surface shall be inspected to verify the required zinc

coating thickness is in accordance with ASTM A 123 utilizing a magnetic field type thickness instrument in accordance with ASTM E 376. Any component that does not comply with the zinc coating thickness requirement before or after removal of high spots or rough areas shall be repaired in accordance with ASTM A 780.

- (c) Finish of Powder Coating. The powder coated surface shall be smooth, free of thin spots, pinholes, blemishes, and other coating imperfections.
- (d) Powder Coating Application. The powder coating shall be applied in accordance with all requirements of the supplier of the powder coating material. When powder coating is to be applied over galvanized surfaces, the powder coating application shall also be in accordance with the requirements supplied by the galvanizer. This shall include storage and pre-treatment of the component prior to application of the powder coating. If there is a conflict in application method between the powder coating supplier and the galvanizer, the powder coater shall resolve the conflict prior to application of any powder coating.

**3.4.5. Performance Requirements.** The finished components shall be delivered to the project site with no damage to the powder coating. The contractor shall repair any damaged areas in accordance with the requirements of the powder coating manufacturer at the engineer's discretion. Damage to the powder coating may be cause for rejection.

- (a) The powder coating of the finished components shall be in accordance with the following requirements:
  - Salt spray corrosion, 500 hr, single scribe ASTM B 117 creepage shall not exceed ¼" in either direction from scribe.
  - Cross hatch adhesion, min ASTM D 3359 5A and 5B.
  - Pencil hardness, gouge, min ASTM D 3363 F.
  - Pencil hardness, scratch, min ASTM D 3363 F.
  - Coating thickness, mils, min a ASTM E 376 3.0.
  - Gloss, 60°, min ASTM D 523 20.
  - Chemical resistance B ASTM D 1308 coating shall show only a slight circular mark.
- (b) For components with an underlying non-magnetic coating over steel, the powder coating thickness will be the difference in thickness measurements with and without the powder coating.
- (c) The open spot test shall be performed with 5 drops 95% toluene / 5% MEK for 30 s.

**4.0 Method of Measurement.** Method of measurement shall conform to MoDOT Section 902.

**5.0 Basis of Payment.** Payment for furnishing and installing pad mounted units shall include all excavation, concrete, reinforcement/anchor bolts, powder coating, additional materials, equipment, tools, labor, and work incidental thereto, and shall be considered to be completely covered by the contract unit price for the following:

Item Number	Item Name	Unit
901-99.02(E)	Pad Mounted 120/240 Volt Combination Power Supply and Lighting Controller with Auxiliary Circuits for GFCI Outlets	Each

If it is determined that the cabinet size must be increased from minimum dimensions shown on the details, no additional costs shall be increased as necessary to meet spacing requirements at no additional cost.

GG. Pot Holing Utility Facilities

**1.0 Description.** The contractor shall field verify that all proposed light poles, sign posts and roadway drainage structure locations (inlets, manholes or pipes) will not need to be shifted to avoid utilities prior to ordering any necessary light poles, sign posts, or drainage structures. The contractor shall be proactive in the discovery of potential utility conflicts. The contractor shall submit One Call tickets where existing utilities are located in close proximity to proposed improvements and coordinate with the utility company and the engineer to determine if a conflict will be encountered due to the work proposed in the contract. If a conflict is anticipated, the contractor shall perform test holes to field verify whether conflicts exist with proposed roadway improvement locations.

If utility facilities are discovered the contractor shall contact the Utility Coordinator (Crawford, Murphy & Tilly, Inc. Design Consultant), Matt Ottsen at (314) 437-0858. The engineer will determine whether relocation of the utility is necessary to accommodate construction or if the work can be installed in accordance with Missouri Standard Plans for Highway Construction for the item of work specified. The contractor shall coordinate construction activities with the utilities and take measures to ensure the integrity of the existing facilities are not disturbed during construction.

The contractor shall not order materials until measurements are field verified.

**2.0 Basis of Payment.**

**2.1** All labor, equipment, materials, and restoration necessary to pothole buried utilities at proposed light poles, sign posts and drainage structure (inlets, manholes or pipes) locations shall be paid for under:

Item Number	Description	Unit
901-99.02(A)	Pot Holing For Utility Facilities	Each

HH. Permanent Signing

**1.0 Description.** This work shall consist of furnishing and installing the highway signing as shown on the plans. All work shall be in accordance with Section 903 of the Missouri Standard Specifications for Highway Construction except as modified herein.

**2.0 Method of Measurement.** The measurement for Permanent Signing shall be measured by each installation of sign. It shall include all necessary foundations, posts, breakaway assemblies, anchors, brackets, sign sheeting and any other necessary items needed to install the signs in accordance with the plans, specifications and standard drawings for Section 903.

**3.0 Basis of Payment.** Payment for the furnishing and installing permanent signing including all labor, equipment, materials and time will be made in accordance with the contract unit bid price for item:

	Pay Item Number	Unit
903-99.04	Permanent Signing	SF

II. Remove and Relocate Existing Ground Mount Sign

**1.0 Description.** This item provides for relocating and mounting existing signs and those identified as “special”, including any existing backing bars, of various sizes to new posts at locations shown on the plans. The Contractor shall be responsible for all existing signs, including any existing backing bars, to be relocated. During construction, if any sign, including any backing bars, to be relocated is lost, stolen, or damaged in any way, the Contractor shall be responsible for all costs.

**2.0 Construction Requirements.** The contractor shall install new sign support posts at the locations shown and then relocate and mount existing signs, including any existing backing bars, to the new posts. All work shall be in accordance with the construction requirements of Section 903.

**3.0 Method of Measurement.** Measurement will be made per each for relocating and mounting existing signs, including any existing backing bars, to new posts. It shall include all necessary foundations, posts, breakaway assemblies, anchors, brackets and any other necessary items needed to install the signs in accordance with the plans, specifications and standard drawings for Section 903.

**4.0 Basis of Payment.** All costs incurred for relocating and mounting existing signs, including existing backing bars, to new posts at the locations shown, complete in place, will be paid for at the contract unit price for:

Item No.	Description	Unit
903-99.02(A)	Remove and Relocate Existing Ground Mount Sign	Each
903-99.02(B)	Remove and Relocate Existing Ground Mount Sign Special	Each

**4.1** Payment for all other labor, equipment, material, and incidental items will be considered completely covered by the bid items included in the contract.

# **ENVIRONMENTAL/CULTURAL PERMITS, LAND DISTURBANCE PERMIT(s), ETC.**

**The following permits have been acquired and are included herein:**

**Market Street Improvements STP-5507(607) &  
Fifth St. Active Transportation TAP-5445(613)**

- 1. Request for Environmental Review - Final Review**
- 2. SHPO Report**
- 3. Cultural Resource Assessment - 106**
- 4. Missouri Dept. of Conservation - Natural Heritage Review**
- 5. Threatened & Endangered Species Review**
  - a. U.S. Fish and Wildlife Service Report**
  - b. Threatened & Endangered Species List**
- 6. Floodplain Development Permit**
- 7. Jefferson County Land Disturbance Permit**
- 8. Intergovernmental Agreement**

This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.

Date Completed: 11/20/2025  
Completed By: Kerry Stoneking

## Request for Environmental Review Form#:2024-07-00030

Alternative Project Delivery Method (such as Design/Build)

### Project Information

Prefix:	STP	Project Number:	5507607	Bridge Number:	
District:	St. Louis	County:		Sponsor:	Robert Russell
				Sponsor Email:	russell@jeffcomo.c
TIP Number:	7187C 24	Rte/Street:	Market Street		
MoDOT Job Number:		TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	No
Location/Stream Crossing :	MARKET STREET				
TMS Project Description - termini (no stations):	ST. LOUIS, JEFFERSON COUNTY, RECONSTRUCT ROADWAY, SIDEWALKS & LIGHTING ON MARKET STREET FROM FOURTH ST TO FRONT ST				
Describe RER project improvements in full detail:	The Project will complete pavement improvements to Market Street (between 4th Street and Front Street) and make improvements consistent with the theme of the Great Streets Master Plan for Kimmswick. The Conceptual plan includes a one-way, one-lane roadway with parking on both sides and wide sidewalks. Stormwater improvements will be included in the design. Front Street (between Market Street & Mill Street) will include pavement and sidewalk improvements.				
District Liaison:	Christopher Caldwell - 314-453-1784	Contact:	None selected		
Email:	Christopher.Caldwell2@modot.mo.gov	Email:	russell@jeffcomo.org		
Contact:	None selected	Contact:	None selected		
Email:		Email:			
Date Desired:	08/24/2023	Submit Date:	07/31/2023		

The Date Desired is less than 30 days from submit date, this will classify this as an emergency request. If this is not an emergency request please change the date desired.

Desired A-Date:	01/02/2024				
Responsible Individual:	Maddy Hatch - (7/25/2023 9:08:38 AM) - 217-572-1163	Submitted By:	Maddy Hatch - (7/31/2023 12:00:00 AM) - 217-572-1163		
<b>Existing Condition</b>					
ADT:	715	Speed Limit:	20		
Number of Travel Lanes:	2	Lane Width:	13		
Shoulder Width:	0	Curb and Gutter:	No		
Bridge width, measured from gutterline to gutterline:		Sidewalks:	Both		
<b>Proposed Design Improvement</b>					
ADT:	430	Speed Limit:	20	Design Speed:	25
Number of Travel Lanes:	1	Lane Width:	12		

Shoulder Width:	0	Curb and Gutter:	Yes
Bridge width, measured from gutterline to gutterline:		Sidewalks:	Both
Bridge Length:		Roadway length:	.21 miles
Railroad Crossing:	No	Drainage District (If Applicable):	None

**Program Year:**

Preliminary Engineering:	2023	Right of Way:	2024
Construction:	2025		

Has the sponsor documented that the project has:

1. Independent utility,
2. Logical termini, and
3. Does not restrict consideration of alternatives for other reasonably foreseeable transportation improvements?:

Project breakout from previous or larger project? *If checked explain:*  
 The project is part of the implementation of East West Gateway's Kimmswick Great Streets Master Plan. This section of the proje

**Acres - From all sources (e.g. donated from public or private entities):**

<b>Additional R/W (acres):</b>	0	<b>Temp Easement (acres):</b>	.25	<b>Permanent Easement (acres):</b>	.0002
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ROW may be needed, but, not yet determined? Yes

Is ANY Federally-owned land impacted by the project?  Yes  No

**Land Disturbance:**

Will project involve 1 acre or more: No

Acres of Tree Clearing: 0 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:	<input type="radio"/> Yes <input checked="" type="radio"/> No	Commercial:	<input type="radio"/> Yes <input checked="" type="radio"/> No
No. of People:	Residences:	No. of Employees:	Businesses:

**Any Public Involvement planned or completed:**

Initial Public Meeting was held on 4/6/2023 at the American Legion Post 283 at 910 Montebello Road, Imperial, MO 63052. 35 people signed in and 28 comment forms were received. At the meeting different concepts were presented for Market Street and the one-lane, one-way option was supported by a large majority.

**Average Daily Traffic:**

ADT Construction Year:	450	ADT Design Year:	2045
------------------------	-----	------------------	------

**Traffic Impacts:**

Road Closure Planned:  Yes  No

Bridge Closure Planned:  Yes  No

Days/Months Closed:

Detour > 25 mi rural (including local roads)  Yes  No

Detour > 5 mi urban (including local roads, census defined urban)  Yes  No

Detour Info:

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**Bicycle / Pedestrian Consideration**

Pedestrian facilities considered: Yes

Bicycle facilities considered: Yes

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**National Flood Insurance Program (NFIP) and Hydraulic Design Data:**

Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property)

*If checked, give details:*

Is ANY construction taking place on MoDOT owned property under this project?

Yes  No

Is highway improvement located within 4 miles of an existing airport?

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**Known Concerns: Provide information you have about these resources that you have observed in the area.**

**Parkland:** There are no parks or recreational facilities within the project area.

**Wetland/404 Permit:** There are no mapped wetlands or other water features within the project area. Rock Creek is approximately 190 ft south of the southeast terminus of the project area and the Mississippi Rover is approximately 1,185 ft east of the eastern terminus of the project area. Neither will be impacted by the project. There is no bridge work included in the project.

**Land Disturbance / Stormwater:** The project does include over 1 acre of land disturbance. There are no impaired waterbodies within the project area. The city of Kimmswick is not an MS4 community.

**Farmland:** The project is in a designated urbanized area as indicated on the U.S. Census Bureau Urban Area Reference Map. Therefore, the project is not subject to the Farmland Protection Policy Act.

**Threatened & Endangered Species:** A threatened and endangered species assessment will be completed.

**Migratory Birds: Are there birds nesting on the structure?**  Unknown  Yes  No  
Unknown, No bridge or open structure/culvert work is included in this project.

**Hazardous Waste:** According to the Missouri ESTART database, there are no mapped hazardous materials sites located within the project area.

**Cultural Resources:** The project is part of the Kimmswick Great Streets Master Plan and is located within the Kimmswick Historic District. A cultural resources survey will be completed.

LPA Comments:

**Project Attachments:**

**\*\*NOTE: If making updates to an attachment, please use a different filename than the original.**

**\*\*The combined size of attachments in one upload must be less than 100MB**

**Attachments:**

- Flood Plain Development Permit (Great Streets Project).pdf
- 780-1027 (9-22) Review Compliance Information Form.pdf
- Kimmswick SHPO Cover Letter & JSP.pdf
- SHPO - Kimmswick - 057-JE-24 2003 NAE.pdf
- Kimmswick Road Improvements Cultural Resources Report.pdf
- 780-1718 (9-22) Cultural Resource Investigation Report Form.pdf
- T&E Assessment- Kimmswick Great Streets Phase I.pdf
- Market St Urbanized.pdf
- Market St Topo.pdf
- Market St NWI-NHD.pdf
- Market St HazMat.pdf
- Market St FEMA.pdf
- Market St Aerial.pdf
- Kimmswick Phase 1 Draft Preliminary Plans-reduced.pdf
- Historic District.pdf

**Required Information to be attached for each RER stage:**

- **Cost-Share agreement, if applicable**
- **Funding Application**
- *Location map (county map, topographic map or aerial map) showing the project limits*
- *plan sheets as the become available*
- *KMZ file showing project area/study area and tree clearing limits*
- *Permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 report, RCI and CRIR forms, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)*

## RER Environmental Screenings

### Farmland Impact Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: The project is in a designated urbanized area as indicated on the U.S. Census Bureau Urban Area Reference Map. Therefore, the project is not subject to the Farmland Protection Policy Act.

LPA Action: None

**Attachments:**

- Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

*Last Updated: Kerry Stoneking - 7/31/2023 3:56:09 PM*

**› Floodplain/Regulatory Floodway** Status: Cleared

Status Information:  N/A  Pending  Cleared Clearance Date: 11/20/2025

Environmental Response: UPDATED (11/20/25): The consultant has uploaded an approved floodplain development permit signed by the City of Kimmswick on November 11, 2025. 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, the City of Kimmswick is a current member in the NFIP and has adopted a floodplain management ordinance including floodplain permitting requirements.

LPA Action: COMPLETE: The City of Kimmswick must issue a floodplain development permit for its project. Upload the approved permit once it is available.

Attachments: [FIRMETTE\\_5507607.PNG](#)

Floodplain/Regulatory Floodway Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
Last Updated: Kerry Stoneking - 11/20/2025 9:26:20 AM

**› Land Disturbance / Stormwater** Status: N/A

Status Information:  N/A  Possible Issues Noted Clearance Date:

Environmental Response: If the project is in a regulated MS4 area, adhere to the MS4 requirements as defined in the MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system. Any project with land disturbance of 1-acre or more requires a NPDES land disturbance permit from MDNR.

LPA Action: If the project will disturb 1-acre or more of land, obtain a NPDES land disturbance permit from DNR. The LPA must also implement best management practices in accordance with that permit and the Clean Water Act.

Attachments:

Land Disturbance / Stormwater Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
Last Updated: Kerry Stoneking - 7/31/2023 4:05:23 PM

**› FEMA/SEMA Buyout** Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the ArcMap GIS FEMA buyout layer, there are no flood buyout properties in the vicinity of the project. The project will not result in development on any FEMA buyout properties.

LPA Action: None

Attachments:

FEMA/SEMA Buyout Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
Last Updated: Kerry Stoneking - 8/1/2023 7:16:25 AM

## Socioeconomic Impact

Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: The project requires temporary easements and possibly new right of way that are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The project does not require commercial or residential displacements. Road closures and detours will not be necessary during construction. Initial Public Meeting was held on 4/6/2023 at the American Legion Post 283 at 910 Montebello Road, Imperial, MO 63052. 35 people signed in and 28 comment forms were received. At the meeting different concepts were presented for Market Street and the one-lane, one-way option was supported by a large majority. Based on a review of EJSscreen, the project will not disproportionately impact EJ communities, including low-income populations (36%), minority population (27%), or limited English proficiency (LEP) populations (0%). There are no significant socioeconomic impacts associated with this project. Impacts will be temporary and limited to traffic disruptions, construction noise, and fugitive dust and emissions in the area of project construction.

LPA Action: 1. Provide documentation of the comments received at the meeting and how they were addressed. 2. Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Provide sufficient public notice of construction work and traffic management plans consistent with MoDOT's and local public involvement policies and procedures. Ensure a traffic management control plan is implemented by the contractor during construction which should include how the public will be notified of travel disruptions.

### Attachments:

Socioeconomic Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 7/31/2023 4:12:00 PM

## Threatened & Endangered Species

Status: No Effect

Status Information:  No Effect  Pending  Cleared Clearance Date: 01/02/2024

Environmental Response: MoDOT has completed a TE review for the project (effects determination attached). The USFWS IPaC lists the following species for the project area: gray bat, Indiana bat, northern long-eared bat, tricolored bat (proposed endangered), and pallid sturgeon. There are no critical habitats located within the project limits. The Level 3 follow-up MDC report indicated that there are no records of any state-listed species or species of conservation concern within the project area; the project will not impact state-protected species. The project will not impact any known caves or any bridges or structures that could be used by bats for roosting; the project will have No Effect on gray bats. The project will require no tree removal; the project will have No Effect on Indiana and northern long-eared bats and will not jeopardize the continued existence of the tricolored bat. There are no water resources within the project area and no impact to aquatic habitat. The project will have No Effect on the pallid sturgeon. This completes the TE requirements for the project.

LPA Action: Nothing further required.

### Attachments:

[STP-5507\(607\)\\_MoDOT Effects Determination\\_Jefferson\\_Kimmswick Great Streets Phase I - Market Street.pdf](#)

[TE Complete - No Effect Jefferson TAP-5507\(607\) Kimmswick Great Streets Phase I - Market Street.msg](#)

Threatened & Endangered Species Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 1/3/2024 8:03:24 AM

## Migratory Birds

Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the RER submission, the project will not involve impacts to bridges or other structures that could be used by migratory birds for nesting. Therefore, there are no conflicts or concerns regarding the Migratory Bird Treaty Act.

LPA Action: None

### Attachments:

Migratory Birds Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 8/2/2023 3:51:02 PM

**Hazardous Waste Impact** Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the attached DNR E-START map, there are no Hazardous Substance Investigation and Cleanup Sites and 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.

LPA Action: If there is any hydroblasting, grooving, milling or diamond grinding related to the project, residue and associated water must be prevented from being released to waterways or adjacent wetlands. Any hazardous waste sites that are found during project construction will be addressed by the LPA sponsor in accordance with Federal and State Laws and Regulations. If any hazardous waste concerns arise, notify MoDOT's environmental specialist as soon as possible.

**Attachments:**

Hazardous Waste Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
*Last Updated: Kerry Stoneking - 7/31/2023 4:17:30 PM*

**Wetland Impact (Section 404/401)** Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the attached USFWS National Wetlands Inventory map, and Google Earth imagery, there are no wetlands, blue line streams, lakes, ponds, or other waters of the U.S. in or around the project area. The project is not anticipated to impact wetlands or waters of the U.S.

LPA Action: None

Wetland Permit Information:	404 Permit Number	Permit Submitted	Permit Received
	Permit Expiration	Compliance Certification Sent	Compliance Certification Received

**Attachments:**

[NWI\\_5507607.pdf](#)

Wetland Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
*Last Updated: Kerry Stoneking - 7/31/2023 4:22:12 PM*

**Noise Impact** Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: This is a Type III project and a noise analysis is not required.

LPA Action: None

**Attachments:**

Noise Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*  
*Last Updated: Kerry Stoneking - 7/31/2023 4:17:46 PM*

Section 106 Status:  Pending  Cleared

Section 106 SHPO

Submittal Date:

Clearance Date:

09/04/2024

Project Specific Agreement Document:

N/A  PA  MOA

Select Programmatic Agreements Used:

First Choice:

-- Select Programmatic Agreement Used --

Second Choice:

-- Select Programmatic Agreement Used --

Third Choice:

-- Select Programmatic Agreement Used --

Built Environment Response:

[Empty text box for Built Environment Response]

Reviewer:

[Empty text box for Reviewer]

Review completed for Built Environment

Archaeological Response:

[Empty text box for Archaeological Response]

Reviewer:

[Empty text box for Reviewer]

Review completed for Archaeology

Environmental Response:

UPDATE 9/4/2024: An adequate cultural resources survey was completed for this project. On July 15, 2024, SHPO concurred with a determination of No Adverse Effects (SHPO Project No. 057-JE-24). Consultation between the Federal Highway Administration (FHWA), the Missouri Department of Transportation, Jefferson County, and the State Historic Preservation Office (SHPO) has determined that the proposed project will have no adverse effect upon the Kimmswick Historic District which has been listed in the National Register of Historic Places. SHPO has been notified that concurrence with the determinations of "no historic properties adversely affected" will be used by FHWA in applying the de minimis impact criteria for Historic Sites in compliance with Section 4(f) (49 U.S.C. 303). Based upon the minimal use by the project the on the Kimmswick Historic District, FHWA has determined that the de minimis impact criteria has been met for this historic property. Initial Response: The project requires a Section 106 Review in consultation with MoDOT, Jefferson County, and the State Historic Preservation Officer (SHPO) for identifying potential cultural resources that may be impacted by the project.

LPA Action:

COMMITMENT: Section 106 compliance is contingent on inclusion of the JSP "Special Conditions for Historic Preservation" included with the letter to SHPO dated July 3, 2024. Please ensure this gets carried forward to the final plans and contract. 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: The project will include reconstruction of the roadway, sidewalks, and lighting on Market Street from Fourth Street to Front Street. The project is anticipated to require no new right-of-way (ROW), 0.25 acres of temporary easement, and 0.0002 acre of permanent easement. Additional ROW is expected to be needed. No tree clearing is anticipated. The proposed project appears to be largely within previously disturbed land and there are also no previously recorded archaeological sites within or adjacent to the proposed project area. Therefore, no archaeological survey is recommended for the project. However, the project will introduce major streetscape changes within the Kimmswick Historic District. The RER states that a cultural resources survey will be completed. The cultural resources survey must address the area of potential effects (APE) for the built environment. The APE for the built environment is defined as a 50 ft buffer around any areas of new ROW or permanent easement and around any temporary construction easements associated with sidewalk construction. The cultural resources survey should provide photographs, descriptions, and National Register of Historic Places evaluations of any built environment resources (buildings or structures 45 years of age or older) located in the APE for the built environment. If such resources are located, please include and all resources located on the associated parcel in the assessment. Resources less than 45 years old within the APE should be noted but do not need to be assessed. An assessment of effects must be provided for any resource that is listed or recommended eligible for listing in the National Register of Historic Places. The report also must address effects to any existing historic streetscape elements and to the district as a whole. Please submit a report of the cultural resource survey to MoDOT for

review before submission to SHPO. A Review and Compliance Information Form and Cultural Resource Investigation Report Form must accompany every submission to SHPO. A list of Historic Preservation consultants included on MoDOT's LPA Consultant On-Call List can be found here: 2020 - 2023 LPA Consultant On-Call List | Missouri Department of Transportation (modot.org)

**Attachments:**

- Jefferson\_Kimmswick  
St\_STP-5507(607)\_Section  
106\_Admin\_Record.pdf
- inst\_ri\_form.pdf
- inst\_cri\_form.pdf
- 780-1718 (9-22) Cultural  
Resource Investigation  
Report Form.pdf
- 780-1027 (9-22) Review  
Compliance Information  
Form.pdf

Adverse Effect or Conditional No Adverse Effect

Based on the review of the project location and description noted above, there are no identified historic 4(f) resources affected that would preclude the setting of an A-date.

Checked by:

Elizabeth Gallow

on 09/04/2024

de minimis

Approved on:

07/03/2024

Cultural Resources Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Alyssa Reynolds - 9/4/2024 10:39:35 AM

**Public Land Impact (Section 4f/6f)**

Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to Google Earth imagery and ArcMap GIS public lands layers, there are no Section 4(f) or Section 6(f) resources in the vicinity of the project area. The project will not result in a use to any Section 4(f) properties and no conversion of any Section 6(f) lands.

LPA Action: None

**Attachments:**

Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by: Kerry Stoneking

on 07/31/2023

Public Land Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 7/31/2023 4:26:28 PM

**Other**

Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: There are no additional resource impacts associated with this project.

LPA Action: None

**Attachments:**

Other Screening Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 7/31/2023 4:31:43 PM

▶ NEPA Classification

Status: Cleared

NEPA Right-Of-Way Permission: Can Proceed to Buy R/W as determined or approved by: KYLE.GRAYSON@MODOT.MO.GOV

NEPA Approval/Proceed to A-date Request: 09/09/2024 Re-evaluation Date:

NEPA Classification: PCE

This project qualifies for the programmatic categorical exclusion under Item#: 26 All Environmental Issues Cleared: 11/20/2025

Commitments and/or Comments to Sponsor: If there are any changes in the scope of the project, the Environmental Section should review those changes. The sponsor is ultimately responsible for complying with all applicable state and federal laws.

**Attachments:** [NEPA Concurrence RER#2024-07-00030 SL 5507607 JEFFERSON.msg](#)

*Last Submitted: 11/20/2025 by Kerry Stoneking*

This RER has been completed, only administrators may edit this document now, they will contact you if any information changes.

**Date Completed:** 11/20/2025  
**Completed By:** Kerry Stoneking

# Request for Environmental Review

## Form#:2024-08-00045

Alternative Project Delivery Method (such as Design/Build)

### Project Information

Prefix:	TAP	Project Number:	5445613	Bridge Number:	
District:	St. Louis	County:		Sponsor:	Robert Russell
				Sponsor Email:	russell@jeffcomo.c
TIP Number:	7240D 25	Rte/Street:			
MoDOT Job Number:		TIGER Grant Funds:		Is this project on or adjacent to MoDOT Right of Way:	No
Location/Stream Crossing :	5TH-4TH-BECKETT STREETS				
TMS Project Description - termini (no stations):	JEFFERSON CO; CONSTRUCT SIDEWALK, SHARED USE PATH, ADD LIGHTING, AND IMPROVE DRAINAGE ON 5TH ST FROM HIGH ST TO BECKETT ST, BECKETT ST FROM 5TH ST TO 4TH ST, & 4TH ST FROM BECKETT ST TO MARKET ST				
Describe RER project improvements in full detail:	The Project will connect sidewalks from Market Street to Windsor Elementary School along Fourth, Beckett, and Fifth Streets. Closed drainage will be added within this project.				
District Liaison:	None selected	Contact:	None selected		
Email:		Email:			
Contact:	None selected	Contact:	None selected		
Email:		Email:			
Date Desired:	09/08/2023	Submit Date:	08/09/2023		
Desired A-Date:	10/01/2024				
Responsible Individual:	Maddy Hatch - (8/9/2023 8:32:20 AM) - 217-572-1163	Submitted By:	Maddy Hatch - (8/9/2023 12:00:00 AM) - 217-572-1163		

### Existing Condition

ADT:		Speed Limit:	
Number of Travel Lanes:		Lane Width:	
Shoulder Width:		Curb and Gutter:	Choose One...
Bridge width, measured from gutterline to gutterline:		Sidewalks:	Choose One...

### Proposed Design Improvement

ADT:		Speed Limit:		Design Speed:	
Number of Travel Lanes:				Lane Width:	
Shoulder Width:				Curb and Gutter:	Choose One...
Bridge width, measured				Sidewalks:	Choose One...

from gutterline to  
gutterline:

Bridge Length:

Railroad Crossing Choose One...

Roadway length:

Drainage District (If  
Applicable): Choose One...

**Program Year:**

Preliminary Engineering: 2023

Right of Way: 2025

Construction: 2026

Has the sponsor  
documented that the  
project has:

- 1. Independent utility,
- 2. Logical termini, and
- 3. Does not restrict  
consideration of  
alternatives for other  
reasonably foreseeable  
transportation  
improvements?:

Project breakout from  
previous or larger  
project? *If checked explain:*

The project is part of the implementation of East West Gateway's Kimmswick Great Streets Master Plan.

**Acres - From all sources (e.g. donated from public or private entities):**

Additional R/W (acres): 0

Temp Easement  
(acres): .018

Permanent Easement  
(acres): .037

ROW may be needed,  
but, not yet determined? Yes

Is ANY Federally-owned  
land impacted by the  
project?  Yes  No

**Land Disturbance:**

Will project involve 1 acre  
or more: No

Acres of Tree Clearing: 0 acres

DO NOT CLEAR TREES W/O MODOT'S PRIOR WRITTEN APPROVAL.

**Number of Displacements(do not include partial takes that do not displace):**

Residential:  Yes  No

Commercial:  Yes  No

No. of People:

Residences:

No. of Employees:

Businesses:

**Any Public Involvement planned or completed:**

Initial Public Meeting was held on 4/6/2023 at the American Legion Post 283 at 910 Montebello Road, Imperial, MO 63052. 35 people signed in and 28 comment forms were received. At the meeting the conceptual plan for the Fifth Street project was strongly supported.

**Average Daily Traffic:**

ADT Construction Year: 606

ADT Design Year: 2041

**Traffic Impacts:**

Road Closure Planned:  Yes  No

Bridge Closure Planned:  Yes  No

Days/Months Closed:

Detour > 25 mi rural (including local roads)  Yes  No

Detour > 5 mi urban (including local roads, census defined urban)  Yes  No

Detour Info:

---

**Bicycle / Pedestrian Consideration**

Pedestrian facilities considered: Yes

Bicycle facilities considered: Yes

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**National Flood Insurance Program (NFIP) and Hydraulic Design Data:**

Project involves land purchased through FEMA Hazard Mitigation Grant Program (Flood buyout property)

*If checked, give details:*

Is ANY construction taking place on MoDOT owned property under this project?

Yes  No

Is highway improvement located within 4 miles of an existing airport?

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**Known Concerns: Provide information you have about these resources that you have observed in the area.**

**Parkland:** Jefferson Park is located within the project area and is considered a 4(f) resource. The project is expected to require .035 acre permanent and .131 acre temporary easement. During construction, the park can be accessed by elm Street. There is no parking on the park property.

**Wetland/404 Permit:** There are no mapped wetlands or other water features within the project area. Rock Creek is approximately 260 ft south of the southeast terminus of the project area and will not be impacted by the project. There is no bridge work included in the project.

**Land Disturbance / Stormwater:** The project does not include over 1 acre of land disturbance. There are no impaired waterbodies within the project area. The city of Kimmswick is not an MS4 community.

**Farmland:** The project is in a designated urbanized area as indicated on the U.S. Census Bureau Urban Area Reference Map. Therefore, the project is not subject to the Farmland Protection Policy Act.

**Threatened & Endangered Species:** A threatened and endangered species assessment will be completed.

**Migratory Birds: Are there birds nesting on the structure?**  Unknown  Yes  No  
Unknown, No bridge or open structure/culvert work is included in this project.

**Hazardous Waste:** According to the Missouri ESTART database, Kimmswick Elementary School is listed as DNR/Hazardous Waste Program/Brownfields Voluntary Cleanup Section and is within the project area.

**Cultural Resources:** The project is part of the Kimmswick Great Streets Master Plan and is located within the Kimmswick Historic District. A cultural resources survey will be completed.

LPA Comments:

**Project Attachments:**

**\*\*NOTE: If making updates to an attachment, please use a different filename than the original.**

**\*\*The combined size of attachments in one upload must be less than 100MB**

**Attachments:**

- FDP  
Correspondence\_5445613.pdf
- Flood Plain Development  
Permit (Great Streets  
Project).pdf
- 780-1027 (9-22) Review  
Compliance Information  
Form.pdf
- Kimmswick SHPO Cover  
Letter & JSP.pdf
- SHPO - Kimmswick - 057-  
JE-24 2003 NAE.pdf
- Kimmswick Road  
Improvements Cultural  
Resources Report.pdf
- City of Kimmswick 4(f)  
Concurrence.pdf
- 780-1718 (9-22) Cultural  
Resource Investigation  
Report Form.pdf
- Kimmswick 4(f)  
Enhancement Checklist &  
Attachments.pdf
- Kimmswick Section 4(f)  
Applicability Checklist.pdf
- T&E Assessment-  
Kimmswick Great Streets  
Phase 2.pdf
- Kimmswick Phase 2 Draft  
Preliminary Plans-  
reduced.pdf
- Beckett-4th-5th St  
Urbanized.pdf
- Beckett-4th-5th St NWI-  
NHD.pdf
- Beckett-4th-5th St  
HazMat.pdf
- Beckett-4th-5th St FEMA.pdf
- Beckett-4th-5th St Aerial.pdf
- Beckett-4th-5th St 4(f).pdf
- Beckett-4th-5th Historic  
District.pdf

**Required Information to be attached for each RER stage:**

- **Cost-Share agreement, if applicable**
- **Funding Application**
- *Location map (county map, topographic map or aerial map) showing the project limits*
- *plan sheets as they become available*
- *KMZ file showing project area/study area and tree clearing limits*
- *Permits/documentation as required (floodplain, farmland form, NWP, asbestos & lead based paint inspection reports, Section 106 report, RCI and CRIR forms, SHPO concurrence letter, USFWS IPac Official Species List, MDC Heritage Review Report, Effects determination)*

## RER Environmental Screenings

### Farmland Impact Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: The project is in a designated urbanized area as indicated on the U.S. Census Bureau Urban Area Reference Map. Therefore, the project is not subject to the Farmland Protection Policy Act.

LPA Action: None

#### Attachments:

Farmland Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 8/9/2023 8:55:25 AM

### Floodplain/Regulatory Floodway Status: Cleared

Status Information:  N/A  Pending  Cleared Clearance Date: 11/20/2025

Environmental Response: UPDATED (11/20/25): The consultant has uploaded an approved floodplain development permit signed by the City of Kimmswick on November 11, 2025. 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, the City of Kimmswick is a current member in the NFIP and has adopted a floodplain management ordinance including floodplain permitting requirements.

LPA Action: COMPLETE: The City of Kimmswick must issue a floodplain development permit for its project. Upload the approved permit once it is available.

#### Attachments:

NFIP\_City of Kimmswick.PNG

FIRMETTE\_7240D-25.PNG

Floodplain/Regulatory Floodway Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 11/20/2025 10:37:09 AM

### Land Disturbance / Stormwater Status: N/A

Status Information:  N/A  Possible Issues Noted Clearance Date:

Environmental Response: If the project is in a regulated MS4 area, adhere to the MS4 requirements as defined in the MS4 permit specific to that municipality. Stormwater routed into MoDOT's drainage system (e.g., ditches and stormwater conveyance systems) must be treated for water quality and/or quantity before entering the system. Any project with land disturbance of 1-acre or more requires a NPDES land disturbance permit from MDNR.

LPA Action: If the project will disturb 1-acre or more of land, obtain a NPDES land disturbance permit from DNR. The LPA must also implement best management practices in accordance with that permit and the Clean Water Act.

#### Attachments:

Land Disturbance / Stormwater Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 8/9/2023 9:14:58 AM

### FEMA/SEMA Buyout Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the ArcMap GIS FEMA buyout layer, there are no flood buyout properties in the vicinity of the project. The project will not result in development on any FEMA buyout properties.

LPA Action: None

#### Attachments:

FEMA/SEMA Buyout Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 8/9/2023 9:15:47 AM

## Socioeconomic Impact

Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: The project requires temporary easements, permanent easements, and possibly new right of way that are subject to the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The project does not require commercial or residential displacements. The bridge/road will close during construction (additional information required). There are numerous local/county roads in the surrounding area that will provide short detours for the traveling public. Initial Public Meeting was held on 4/6/2023 at the American Legion Post 283 at 910 Montebello Road, Imperial, MO 63052. 35 people signed in and 28 comment forms were received. At the meeting the conceptual plan for the Fifth Street project was strongly supported. The project was also included in the Kimmswick Great Street Master Plan, the development of which included public work sessions, a public open house, and stakeholder meetings. Based on a review of EJSscreen, the project will not disproportionately impact EJ communities, including low-income populations (36%), minority population (27%), or limited English proficiency (LEP) populations (0%). There are no significant socioeconomic impacts associated with this project. Impacts will be temporary and limited to traffic disruptions, construction noise, and fugitive dust and emissions in the area of project construction.

LPA Action: 1. Provide details on the length of time the road will be closed during construction. 2. Provide documentation of the comments received at the public meeting. 3. Conduct the acquisition of affected properties in accordance with the procedures established in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. Provide sufficient public notice of construction work and traffic management plans consistent with MoDOT's and local public involvement policies and procedures. Ensure a traffic management control plan is implemented by the contractor during construction which should include how the public will be notified of travel disruptions.

### Attachments:

[KGSP-FinalPlan.pdf](#)

[Kimmswick streets will get public input in meeting \\_ Local News \\_ myleaderpaper.com.pdf](#)

Socioeconomic Impact Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 10/4/2024 9:32:11 AM

## Threatened & Endangered Species

Status: No Effect

Status Information:  No Effect  Pending  Cleared Clearance Date: 01/02/2024

Environmental Response: MoDOT has completed a TE review for the project (effects determination attached). The USFWS IPaC lists the following species for the project area: gray bat, Indiana bat, northern long-eared bat, and tricolored bat (proposed endangered). There are no critical habitats located within the project limits. The Level 3 follow-up MDC report indicated that there are no records of any state-listed species or species of conservation concern within the project area; the project will not impact state-protected species. The project will not impact any known caves or any bridges or structures that could be used by bats for roosting; the project will have No Effect on gray bats. The project will require no tree removal; the project will have No Effect on Indiana and northern long-eared bats and will not jeopardize the continued existence of the tricolored bat. This completes the TE requirements for the project.

LPA Action: Nothing further required.

### Attachments:

[TE Complete - No Effect Jefferson TAP-5445\(613\) Kimmswick Great Streets - 4th 5th and Beckett.msg](#)

[TAP-5445\(613\)\\_MoDOT Effects Determination\\_Jefferson\\_Kimmswick Great Streets\\_FINAL.pdf](#)

Threatened & Endangered Species Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Mark Sowers - 1/2/2024 3:14:16 PM

**› Migratory Birds** Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: The RER submission indicates that the project will not impact bridges, culverts, or other structures that could be used by migratory birds for roosting. Therefore, there are no conflicts or concerns regarding the Migratory Bird Treaty Act.

LPA Action: None

**Attachments:**

Migratory Birds Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Mark Sowers - 8/11/2023 1:25:18 PM*

**› Hazardous Waste Impact** Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the attached DNR E-START map, there is one Hazardous Substance Investigation and Cleanup Sites and no Regulated Petroleum and Hazardous Substance Storage Tank Facilities in the vicinity of the project area. Kimmswick Elementary School, located at 6019 5th St, Kimmswick, MO, 63052, is listed as DNR/Hazardous Waste Program/Brownfields Voluntary Cleanup Section and is within the project area. The site's status is listed as completed. There are no hazardous waste site concerns based on this information. However, the potential to encounter hazardous wastes from sites unknown to the LPA and MoDOT should always be a consideration.

LPA Action: If there is any hydroblasting, grooving, milling or diamond grinding related to the project, residue and associated water must be prevented from being released to waterways or adjacent wetlands. Any hazardous waste sites that are found during project construction will be addressed by the LPA sponsor in accordance with Federal and State Laws and Regulations. If any hazardous waste concerns arise, notify MoDOT's environmental specialist as soon as possible.

**Attachments:**

[EStart\\_7240D-25.PNG](#)

Hazardous Waste Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Kerry Stoneking - 8/9/2023 9:40:32 AM*

**› Wetland Impact (Section 404/401)** Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: According to the attached USFWS National Wetlands Inventory map, and Google Earth imagery, there are no wetlands, blue line streams, lakes, ponds, or other waters of the U.S. in or around the project area. The project is not anticipated to impact wetlands or waters of the U.S.

LPA Action: None

Wetland Permit Information:	404 Permit Number	Permit Submitted	Permit Received
	Permit Expiration	Compliance Certification Sent	Compliance Certification Received

**Attachments:**

[NWI\\_7240D-25.pdf](#)

Wetland Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Kerry Stoneking - 8/9/2023 9:45:58 AM*

**› Noise Impact** Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: This is a Type III project and a noise analysis is not required.

LPA Action: None

**Attachments:**

Noise Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Kerry Stoneking - 8/9/2023 9:46:34 AM*

Section 106 Status:  Pending  Cleared

Section 106 SHPO

Submittal Date:

Clearance Date:

09/04/2024

Project Specific Agreement Document:

N/A  PA  MOA

Select Programmatic Agreements Used:

First Choice:

-- Select Programmatic Agreement Used --

Second Choice:

-- Select Programmatic Agreement Used --

Third Choice:

-- Select Programmatic Agreement Used --

Built Environment Response:

Reviewer:

Review completed for Built Environment

Archaeological Response:

Reviewer:

Review completed for Archaeology

Environmental Response:

UPDATE 9/4/2024: UPDATE 9/4/2024: An adequate cultural resources survey was completed for this project. On July 15, 2024, SHPO concurred with a determination of No Adverse Effects (SHPO Project No. 057-JE-24). Consultation between the Federal Highway Administration (FHWA), the Missouri Department of Transportation, Jefferson County, and the State Historic Preservation Office (SHPO) has determined that the proposed project will have no adverse effect upon the Kimmswick Historic District which has been listed in the National Register of Historic Places. SHPO has been notified that concurrence with the determinations of "no historic properties adversely affected" will be used by FHWA in applying the de minimis impact criteria for Historic Sites in compliance with Section 4(f) (49 U.S.C. 303). Based upon the minimal use by the project the on the Kimmswick Historic District, FHWA has determined that the de minimis impact criteria has been met for this historic property. Initial Response: The project requires a Section 106 Review in consultation with MoDOT, Jefferson County, and the State Historic Preservation Officer (SHPO) for identifying potential cultural resources that may be impacted by the project.

LPA Action:

COMMITMENT: Section 106 compliance is contingent on inclusion of the JSP "Special Conditions for Historic Preservation" included with the letter to SHPO dated July 3, 2024. Please ensure this gets carried forward to the final plans and contract. 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: The project will include sidewalk construction connecting sidewalks from Market Street to Windsor Elementary School along Fourth, Beckett, and Fifth Streets. The project is anticipated to require no new right-of-way (ROW), 0.018 acre of temporary easement, and 0.037 acre of permanent easement. Additional ROW is expected to be needed. No tree clearing is anticipated. The proposed project area appears to include undisturbed land that may contain intact archaeological deposits, and archaeological sites have been documented in similar settings in the county. Therefore, an archaeological survey must be conducted for the project. The cultural resources survey also must address the area of potential effects (APE) for the built environment. The APE for the built environment is defined as a 50 ft buffer around any areas of new ROW or permanent easement and around any temporary construction easements associated with sidewalk construction. The cultural resources survey should provide photographs, descriptions, and National Register of Historic Places evaluations of any built environment resources (buildings or structures 45 years of age or older, including historic streetscape/landscape features) located in the APE for the built environment. If such resources are located, please include and all resources located on the associated parcel in the assessment. Resources less than 45 years old within the APE should be noted but do not need to be assessed. An assessment of effects must be provided for any resource that is listed or recommended eligible for listing in the National Register of Historic Places, including the Kimmswick Historic District as a whole and any contributing properties that fall within the APE. Please submit a report of the cultural resource survey to MoDOT for review before submission to SHPO. A Review and Compliance Information

Form and Cultural Resource Investigation Report Form must accompany every submission to SHPO. A list of Historic Preservation consultants included on MoDOT's LPA Consultant On-Call List can be found here: 2020 - 2023 LPA Consultant On-Call List | Missouri Department of Transportation (modot.org)

**Attachments:**

Jefferson\_Kimmswick  
St\_STP-5507(607)\_Section  
106\_Admin\_Record.pdf

780-1027 (9-22) Review  
Compliance Information  
Form.pdf

780-1718 (9-22) Cultural  
Resource Investigation  
Report Form.pdf

inst\_crir\_form.pdf

inst\_ri\_form.pdf

Adverse Effect or Conditional No Adverse Effect

Based on the review of the project location and description noted above, there are no identified historic 4(f) resources affected that would preclude the setting of an A-date.

Checked by:

Elizabeth Gallow

on

09/04/2024

de minimis

▼

Approved on:

07/03/2024

Cultural Resources Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Alyssa Reynolds - 9/4/2024 11:05:00 AM*

**Public Land Impact (Section 4f/6f)**

Status: Cleared

Status Information:

N/A  Pending  Cleared

Clearance Date:  
03/27/2024

Environmental Response: UPDATED (3/27/24): The consultant has uploaded the applicability checklist and an approved 4(f) Enhancement Checklist which was signed by the OWJ (Mayor of Kimmswick) on March 12, 2024. UPDATED 12/4/23: The consultant confirmed that access to the park will not be restricted during construction and provided details on the amount of temporary and permanent easements that will be taken from Jefferson Square Park. INITIAL; According to Google Earth imagery and ArcMap GIS public lands layers, Jefferson Square Park, a Section 4(f) resource, is adjacent to 5th Street and Beckett Street, and will be impacted through the construction of a sidewalk. The park has not received funding from Land and Water Conservation Funds for land acquisition or park improvements; therefore, Section 6(f) does not apply. The project will result in a use to Riverfront Park.

LPA Action: COMPLETED: Complete the Section 4(f) applicability checklist and enhancement documents. The project is an exception under Section 774.13(g) in that the use of the Section 4(f) property is solely for the purpose of preserving or enhancing an activity, feature, or attribute that qualifies the property for Section 4(f) protection. The City of Kimmswick as the official with jurisdiction must submit their determination in writing.

**Attachments:**

Enhancement Checklist\_8-  
2021.pdf

Section 4(f) Applicability  
Checklist\_8-2021.pdf

Based on the review of the project location and description noted above, there are no identified 4(f) or 6(f) resources affected that would preclude the setting of an A-date.

Checked by: Kerry Stoneking

on 03/27/2024

Public Land Impact Submitted - *Mark submitted when this review is ready to be sent to district staff.*

*Last Updated: Kerry Stoneking - 3/27/2024 1:45:19 PM*

Other Status: N/A

Status Information:  N/A  Pending  Cleared Clearance Date:

Environmental Response: There are no additional resource impacts associated with this project.

LPA Action: None

Attachments:

Other Screening Submitted - Mark submitted when this review is ready to be sent to district staff.

Last Updated: Kerry Stoneking - 8/9/2023 9:51:17 AM

NEPA Classification Status: Cleared

NEPA Right-Of-Way Permission: Can Proceed to Buy R/W as determined or approved by: KYLE.GRAYSON@MODOT.MO.GOV

NEPA Approval/Proceed to A-date Request: 10/04/2024 Re-evaluation Date:

NEPA Classification: PCE

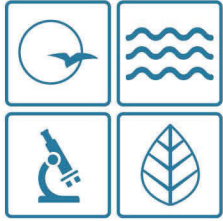
This project qualifies for the programmatic categorical exclusion under Item#: 3 All Environmental Issues Cleared: 11/20/2025

Commitments and/or Comments to Sponsor: The project qualifies for a PCE NEPA classification. 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. The All Environmental Issues Cleared date will be issued when the floodplain section of the RER is cleared.

Attachments:

[PCE NEPA Concurrence\\_10.04.24.msg](#)

Last Submitted: 11/20/2025 by Kerry Stoneking



**MISSOURI**  
DEPARTMENT OF  
NATURAL RESOURCES

Michael L. Parson  
Governor

Dru Buntin  
Director

July 15, 2024

Maddy Hatch  
Crawford, Murphy & Tilly, Inc.  
1 Memorial Dr #500  
St. Louis, MO 63102

**Re: SHPO Project Number: 057-JE-24** — Kimmswick Street Improvements at Market St and 5th St - STP-5507(607)/TAP-5445(613) – Kimmswick, Jefferson County, Missouri (FHWA/MoDOT)

Dear Maddy Hatch:

Thank you for submitting information to the State Historic Preservation Office (SHPO) regarding the above-referenced project for review pursuant to Section 106 of the National Historic Preservation Act, P.L. 89-665, as amended (NHPA), and the Advisory Council on Historic Preservation's regulation 36 CFR Part 800, which require identification and evaluation of historic properties.

We have reviewed the information regarding the above-referenced project and have included our comments on the following page(s). Please retain this documentation as evidence of consultation with the Missouri SHPO under Section 106 of the NHPA. SHPO concurrence does not complete the Section 106 process as federal agencies will need to conduct consultation with all interested parties. **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.**

If you have questions please contact the SHPO at (573)751-7858 or call/email Charles Horton (573) 526-4591, [charles.horton@dnr.mo.gov](mailto:charles.horton@dnr.mo.gov). If additional information is required please submit the information via email to [MOSection106@dnr.mo.gov](mailto:MOSection106@dnr.mo.gov).

Sincerely,

STATE HISTORIC PRESERVATION OFFICE

Dawn Scott  
Director  
Missouri State Historic Preservation Office

c: Taylor Peters, FHWA  
Rachel Campbell, MoDOT  
Michael Meyer, MoDOT

Brian Eads, Crawford, Murphy & Tilly, Inc.  
Robert Russell, Jefferson County  
Elizabeth Gallow, MoDOT



**SHPO Project Number: 057-JE-24** — Kimmswick Street Improvements at Market St and 5th St - STP-5507(607)/TAP-5445(613) – Kimmswick, Jefferson County, Missouri (FHWA/MoDOT)

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COMMENTS:

We have reviewed the cultural resource assessment report entitled *Cultural Resource Study for the Proposed Improvements along Approximately 0.37 Miles of the Roadway through the City of Kimmswick, Jefferson County, Missouri* prepared by Valerie Altizer, Robin Jorcke, Timothy Baumann, Peggy Humes, Lydia Wegel, and Joe Harl of the Archaeological Research Center of St Louis, Inc. Based on this review it is evident that an adequate survey has been conducted of the project area. We concur that archaeological site 23JE1945 is within the project's area of potential effect (APE) and remains unevaluated, but the proposed construction will not affect the site. We furthermore concur that the Kimmswick Historic District listed on the National Register of Historic Places (NRHP) is within the project's APE and that the properties within the APE should retain their contributing/non-contributing status within the Kimmswick Historic District. However, we find that the proposed project as described will have **no adverse effect** on these properties or any other historic properties should they be present and have no objection to the initiation of project activities.



# Missouri Department of Conservation Natural Heritage Review Report

November 8, 2023

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

Maddy Hatch  
Crawford, Murphy, and Tilly Engineers  
and Consultants  
mhatch@cmtengr.com

NHR ERT ID:	13098	NHR ERT Level:	3
Project type:	Transportation/Roads		
Location/Scope:	Landgrant01303 and Landgrant00659		
County:	Jefferson		
Project Title:	Kimmswick Great Streets-Market Street Improvements, STP 5507(607)		
Query received:	9/21/2023		

**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.** Because land use conditions change and animals move, the existence of an occurrence record does not mean the species/habitat is still present. Therefore, reports include information about records near but not necessarily on the project site. Lack of an occurrence record does not mean that a sensitive species or natural community is not present on or near the project area. On-site verification is the responsibility of the project. 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 [Natural Areas | Missouri Department of Conservation \(mo.gov\)](#) and [Missouri Fish and Wildlife Information System \(MOFWIS\)](#).

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

- **Mississippi River:** The Mississippi River (together with its tributary mouths) is home to many aquatic species of state and federal concern, including federal-listed Pallid Sturgeon, several mussel species in the pooled reaches upstream of the Missouri confluence and mainstem; and state-listed Lake Sturgeon, and Flathead Chubs; and Interior least terns in the lower Mississippi. All these are sampled at points but must be assumed to be present in suitable habitats through extended river reaches. Bluffs, banks, and floodplains may also include habitat used by listed gray bats, Indiana bats and Bald Eagles.
  - Terrestrial projects that manage construction and include operation plans to avoid runoff of sediment or pollutants are unlikely to affect the aquatic species.
  - Regulations enforced by other agencies to protect water quality and human health are generally adequate to protect the needs of wildlife as well.
  - Projects that place fill in or discharge water to the river are subject to federal permits, and strict observance of conditions required in those permits is important to minimize risk of damage to endangered species.

See General Recommendations for additional information on minimizing impacts to aquatic resources.

### Natural Heritage records identify Pallid Sturgeon less than one mile from project site.

- **Pallid Sturgeon:** Pallid Sturgeons (*Scaphirhynchus albus*, federal and state-listed endangered) are big river fish that range widely in the Mississippi and Missouri River system (including parts of major tributaries). Although Pallid Sturgeon are not expected to occur at the project site, any project that impacts water quality should consider the possible impact to Pallid Sturgeon populations that occur in downstream-connected rivers. See <https://mdc.mo.gov/sites/default/files/2020-06/PallidSturgeonBMP.pdf> for Best Management Practices.

**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 identify no state-ranked species/natural communities within the project area.

**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.
- SU: Currently unrankable due to lack of information or due to substantially conflicting information about status or trends.

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 the [Missouri Species And Communities Of Conservation Concern Checklist \(mo.gov\)](#) for a complete list.

**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):**

- **Transportation:** Transportation related projects typically change the plants and animals that live on the right-of-way or in the vicinity. Minimize erosion and sedimentation/runoff to nearby streams and lakes by carefully adhering to any Clean Water Act permit conditions ([Missouri DNR](#) or [US Army Corps of Engineers](#)); and include design elements to manage stormwater so that present water discharge rates from the site to streams during heavy rain events are not increased. Revegetation of disturbed areas is recommended to minimize erosion, as is restoration with native plant species compatible with the local 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.

- **Karst:** Jefferson 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. Please see [Management Recommendations for Construction and Development Projects Affecting Missouri Karst Habitat \(mo.gov\)](https://www.mo.gov/management-recommendations-for-construction-and-development-projects-affecting-missouri-karst-habitat).
- **Gray Bats:** Gray Bats (*Myotis grisescens*, federal and state-listed endangered) occur in Jefferson County and could occur in the project area, as they forage over streams, rivers, and reservoirs. Avoid entry or disturbance of any cave inhabited by gray bats and when possible, retain forest vegetation along the stream and from the gray bat cave opening to the stream. Please see [Best Management Practices for Construction and Development Projects Gray bat \(mo.gov\)](https://www.mo.gov/best-management-practices-for-construction-and-development-projects-gray-bat).
- **Tri-colored Bats:** Tri-colored bats (*Perimyotis subflavus*, federally proposed endangered) are known to occur in Jefferson County. In Missouri, most tri-colored bats hibernate in winter in the most humid and warm parts of caves. In summer, they roost in trees, in crannies about cliffs or buildings, in barns, or sometimes in high domes of caves. Tri-colored bats have been significantly impacted by White-nose syndrome. Please contact 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.
- **Indiana Bats and Northern Long-eared Bats:** **If this project has the potential to alter habitat (e.g. tree removal, projects in karst habitat) or cause direct mortality of bats, please coordinate directly with 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.**

Though Indiana and Northern Long-eared bats are not known to occur in the project area, these species should be assumed present wherever habitat exists because they occur in Jefferson County and could occur in the project area. Indiana Bats (*Myotis sodalis*, federal and state-listed endangered) and Northern Long-eared Bats (*Myotis septentrionalis*, federal-listed endangered) 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.

- Invasive exotic species are a significant issue for fish, wildlife and agriculture in Missouri. Seeds, eggs, larvae, and aquatic plant material 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 plant material) 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:

November 22, 2023

Project Code: 2023-0109178

Project Name: Kimmswick Great Streets - Market St Improvements, STP 5507(607)

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:

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/or may be affected by your proposed project. The species list fulfills the requirements of 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.*).

### **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 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 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  $\geq 5$  inches diameter at breast height (dbh) for Indiana bat, and  $\geq 3$  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 Species 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.

John Weber

Attachment(s):

- Official Species List

## **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

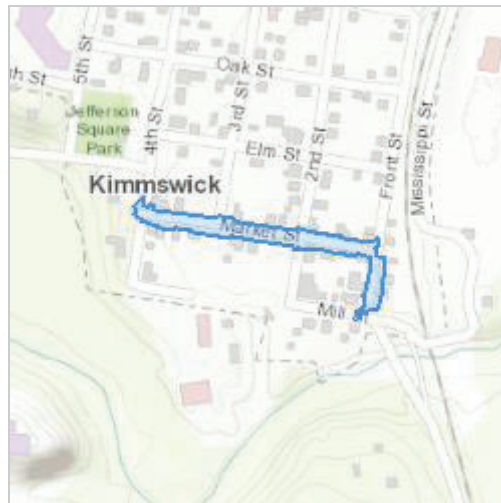
(573) 234-2132

## PROJECT SUMMARY

Project Code: 2023-0109178  
Project Name: Kimmswick Great Streets - Market St Improvements, STP 5507(607)  
Project Type: Road/Hwy - Maintenance/Modification  
Project Description: The Project will complete pavement improvements to Market Street (between 4th Street and Front Street) and make improvements consistent with the theme of the Great Streets Master Plan for Kimmswick. The Conceptual plan includes a one-way, one-lane roadway with parking on both sides and wide sidewalks. Stormwater improvements will be included in the design. Front Street (between Market Street & Mill Street) will include pavement and sidewalk improvements.

### Project Location:

The approximate location of the project can be viewed in Google Maps: <https://www.google.com/maps/@38.3651064,-90.36290581599225,14z>



Counties: Jefferson County, Missouri

## ENDANGERED SPECIES ACT SPECIES

There is a total of 6 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 Fisheries<sup>1</sup>, 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: <a href="https://ecos.fws.gov/ecp/species/6329">https://ecos.fws.gov/ecp/species/6329</a>	Endangered
Indiana Bat <i>Myotis sodalis</i> There is <b>final</b> critical habitat for this species. Your location does not overlap the critical habitat. Species profile: <a href="https://ecos.fws.gov/ecp/species/5949">https://ecos.fws.gov/ecp/species/5949</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/S64UWCWAF5CCPFS5EETLUFFUH4/documents/generated/6868.pdf">https://ipac.ecosphere.fws.gov/project/S64UWCWAF5CCPFS5EETLUFFUH4/documents/generated/6868.pdf</a>	Endangered
Northern Long-eared Bat <i>Myotis septentrionalis</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9045">https://ecos.fws.gov/ecp/species/9045</a> General project design guidelines: <a href="https://ipac.ecosphere.fws.gov/project/S64UWCWAF5CCPFS5EETLUFFUH4/documents/generated/6868.pdf">https://ipac.ecosphere.fws.gov/project/S64UWCWAF5CCPFS5EETLUFFUH4/documents/generated/6868.pdf</a>	Endangered
Tricolored Bat <i>Perimyotis subflavus</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/10515">https://ecos.fws.gov/ecp/species/10515</a>	Proposed Endangered

**FISHES**

NAME	STATUS
Pallid Sturgeon <i>Scaphirhynchus albus</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/7162">https://ecos.fws.gov/ecp/species/7162</a>	Endangered

**INSECTS**

NAME	STATUS
Monarch Butterfly <i>Danaus plexippus</i> No critical habitat has been designated for this species. Species profile: <a href="https://ecos.fws.gov/ecp/species/9743">https://ecos.fws.gov/ecp/species/9743</a>	Candidate

**CRITICAL HABITATS**

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

## **IPAC USER CONTACT INFORMATION**

Agency: County of Jefferson  
Name: Madalyn Hatch  
Address: 1 Memorial Dr #500  
City: St. Louis  
State: MO  
Zip: 63102  
Email: mhatch@cmtengr.com  
Phone: 2175721163

## **LEAD AGENCY CONTACT INFORMATION**

Lead Agency: Federal Highway Administration

## FLOODPLAIN DEVELOPMENT PERMIT/APPLICATION

Application No.: FPDP 2025

Date: 11-12-25

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.

Jefferson County Department of Public Works	5/5/2025	Contractor for Jefferson County Department of Public Works
Owner or Agent	Date	Builder
P.O. Box 100, Hillsboro, MO 63050		P.O. Box 100, Hillsboro, MO 63050
Address		Address
636-797-5340		636-797-5340
Telephone Number		Telephone Number

**SITE DATA**

1. Location: N/A 1/4; N/A 1/4; Section N/A; Township 42N; Range 6E  
 Street Address: 100 - 300 Market Street, Kimmswick, MO 63053

2. Type of Development: Filling  Grading  Excavation  Minimum Improvement   
 Routine Maintenance  Substantial Improvement  New Construction  Other

3. Description of Development: This is a transportation improvement project. The scope of the project includes milling and overlaying the existing pavement, new sidewalk/trail, and drainage improvements along Front Street, Market Street, 4th Street, Beckett Street, and 5th Street. No significant changes roadway elevations.

4. Premises: Structure Size \_\_\_\_\_ ft. By \_\_\_\_\_ ft. Area of Site \_\_\_\_\_ Sq. Ft.  
 Principal Use: Roadway Accessory Uses (storage, parking, etc.): Sidewalk / Trail

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 FRINGE or a Floodplain (SFHA) without a Designated FLOODWAY? Yes  No

8. Elevation of the 1% Base Flood (ID source) 413.9 (approx) NGVD/NAVD

9. Elevation of the Proposed Development Site Market Street 408.7 - 412.5; 5th Street 410.5-432.7 NGVD/NAVD

10. Community Ordinance Elevation/Floodproofing Requirement One (1) foot over Base Flood Elevation (BFE) NGVD/NAVD

11. NFIP Flood Insurance Rate Map Panel(s) Number(s) 290193-0251 (Map 29099C0251F) - Effective Date June 20, 2019

12. Other Permits Required? Corps of Engineer 404 Permit: Yes  No  Provided   
 State Department of Natural Resources 401 Permit: Yes  No  Provided   
 Environmental Protection Agency NPDES Permit: Yes  No  Provided

All Provisions of Ordinance Number Kimmswick Code Title IV Chapter 410, the "Floodplain Management Ordinance", shall be in Compliance.

**PERMIT APPROVAL/DENIAL**

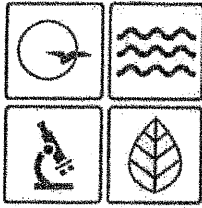
Plans and Specifications Approved Denied this 11 Day of NOV, 2025

Robert Russell  
 Signature of Property Owner or Agent  
 Robert Russell / Civil Project Manager II  
 Print Name and Title

Kenny Kratt III  
 Authorizing Official  
 Kenny Kratt III  
 Print Name and Title

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.



**MISSOURI**  
DEPARTMENT OF  
NATURAL RESOURCES

Michael L. Parson  
Governor

Dru Buntin  
Director

July 8, 2022

Michael Cook  
Jefferson County, Stormwater Manager  
725 Maple Street  
Hillsboro, MO 63050

Dear Permittee:

Pursuant to the Federal Water Pollution Control Act, under the authority granted to the State of Missouri and in compliance with the Missouri Clean Water Law, we have issued and are enclosing your Missouri State Operating Permit for Jefferson County, MOR-100085.

Please read and review your permit and attached Standard Conditions. They contain important information on site management and reporting requirements. Quarterly reports required by this report must be submitted through our Electronic Discharge Monitoring Report (eDMR) Submission System.

This permit may include requirements with which you may not be familiar. If you would like the Missouri Department of Natural Resources to meet with you to discuss how to satisfy the permit requirements, an appointment can be set up by contacting the permit writer at 573-526-1139. These visits are called Compliance Assistance Visits and focus on explaining the requirements to the permit holder.

This permit is both your Federal NPDES Permit and your new Missouri State Operating Permit and replaces all previous State Operating Permits issued for this facility under this permit number. In all future correspondence regarding this facility, please refer to your State Operating Permit number and facility name as shown on page one of the permit.

If you were adversely affected by this decision, you may be entitled to an appeal before the Administrative Hearing Commission (AHC) pursuant to 10 CSR 20-1.020 and 10 CSR 20-6.020; RSMo Section 621.250, 640.013, and 644.051.6. To appeal, you must file a petition with the AHC within thirty days after the date this decision was mailed or the date it was delivered, whichever date was earlier. If any such petition is sent by registered mail or certified mail, it will be deemed filed on the date it is mailed; if it is sent by any method other than registered mail or certified mail, it will be deemed filed on the date it is received by the AHC. Contact information for the AHC is: Administrative Hearing Commission, Truman State Office Building, Room 640, 301 W. High Street, P.O. Box 1557, Jefferson City, MO 65102, phone: 573-751-2422, fax: 573-751-5018; website: <http://ahc.mo.gov/>.

PO Box 176, Jefferson City, MO 65102-0176 • [dnr.mo.gov](http://dnr.mo.gov)



## I. APPLICABILITY

### A. Permit Coverage and Authorized Discharges

1. This Missouri State Operating Permit (permit) authorizes the discharge of stormwater and certain non-stormwater discharges from land disturbance sites that disturb one or more acres, or disturb less than one acre when part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project.

A Missouri State Operating Permit must be issued before any site vegetation is removed or the site disturbed. Any site owner/operator subject to these requirements for stormwater discharges and who disturbs land prior to permit issuance from the Missouri Department of Natural Resources (Department) is in violation of both State regulations per 10 CSR 20-6.200(1)(A) and Federal regulations per 40 CFR 122.26. The owner/operator of this permit is responsible for compliance with this permit [10 CSR 20-6.200 (3)(B)].

2. This general permit is issued to a city, county, state or federal agency, other governmental jurisdiction, or other private area-wide projects as determined by the Department on a case-by-case basis, for land disturbance projects performed by or under contract to the permittee.
3. This permit authorizes stormwater discharges from land disturbance support activities (e.g., equipment staging yards, material storage areas, excavated material disposal areas, borrow areas, concrete, or asphalt batch plants) provided appropriate stormwater controls are designed, installed, and maintained and the following conditions are met and addressed in the Stormwater Pollution Prevention Plan (SWPPP). The permittee is responsible for compliance with this permit for any stormwater discharges from construction support activity.
  - (a) The support activity is directly related to the construction site required to have permit coverage for stormwater discharges;
  - (b) The support activity is not a commercial operation or serve multiple unrelated construction sites;
  - (c) The support activity does not continue to operate beyond the completion of the construction activity at the project it supports;
  - (d) Sediment and erosion controls are implemented in accordance with the conditions of this permit; and
  - (e) The support activity is strictly stormwater discharges or non-stormwater discharges listed in PART I, APPLICABILITY, Condition A.4. Support activities which discharge process water shall apply for separate coverage (e.g., a concrete batch plant discharging process water shall be covered under a MOG49).
4. This permit authorizes non-stormwater discharges associated with your construction activity from the following activities provided that these discharges are treated by appropriate Best Management Practices (BMPs) where applicable and addressed in the permittee's site specific SWPPP required by this general permit:
  - (a) Discharges from emergency fire-fighting activities;
  - (b) Hydrant flushing and water line flushing, provided the discharged water is managed to avoid instream water quality impacts;
  - (c) Landscape watering, including to establish vegetation;
  - (d) Water used to control dust;
  - (e) Waters used to rinse vehicles and equipment, provided there is no discharge of soaps, solvents, or detergents used for such purposes;
  - (f) External building washdown, provided soaps, solvents, and detergents are not used, and external surfaces do not contain hazardous substances (e.g., paint or caulk containing polychlorinated biphenyls (PCBs));
  - (g) Pavement wash waters, provided spills or leaks of toxic or hazardous substances have not occurred (unless all spill material has been removed) and where soaps, solvents, and detergents are not used. Directing pavement wash waters directly into any water of the state, storm drain inlet, or stormwater conveyance (constructed or natural site drainage features), unless the conveyance is connected to an effective control, is prohibited;
  - (h) Uncontaminated air conditioning or compressor condensate;
  - (i) Uncontaminated, non-turbid discharges of ground water or spring water;
  - (j) Foundation or footing drains where flows are not contaminated with process materials; and
  - (k) Uncontaminated construction dewatering water discharged in accordance with requirements found in this permit for specific dewatering activities.

## **B. Permit Restrictions and Limitations**

1. This permit does not authorize the discharge of process wastewaters, treated or otherwise.
2. For sites operating within the watershed of any Outstanding National Resource Water (which includes the Ozark National Riverways and the National Wild and Scenic Rivers System), sites that discharge to an Outstanding State Resource Water, or facilities located within the watershed of an impaired water as designated in the Clean Water Act (CWA) Section 303(d) list with an impairment for sedimentation/siltation:
  - (a) This permit authorizes stormwater discharge provided no degradation of water quality occurs due to discharges from the permitted facility per 10 CSR 20-7.031(3)(C).
  - (b) A site with a discharge found to be causing degradation or contributing to an impairment by discharging a pollutant of concern, during an inspection or through complaint investigations, may be required to become a no discharge facility or obtain a site-specific permit with more stringent monitoring and SWPPP requirements.
3. This permit does not allow placement of fill material into any stream or wetland, alteration of a stream channel, or obstruction of stream flow unless the appropriate CWA Section 404 permitting authority provides approval for such actions or determines such actions are exempt from Section 404 jurisdiction. Additionally, this permit does not authorize placement of fill in floodplains unless approved or determined exempt by appropriate federal and/or state floodplain development authorities.
4. This operating permit does not affect, remove, or replace any requirement of the National Environmental Policy Act; the Endangered Species Act; the National Historic Preservation Act; the Comprehensive Environmental Response, Compensation and Liability Act; the Resource Conservation and Recovery Act; or any other relevant acts. Determination of applicability to the above mentioned acts is the responsibility of the permittee. Additionally, this permit does not establish terms and conditions for runoff resulting from silvicultural activities listed in Section 402(l)(3)(a) of the Clean Water Act.
5. Compliance with all requirements in this permit does not supersede any requirement for obtaining project approval from an established local authority nor remove liability for compliance with county and other local ordinances.
6. The Department may require any facility or site authorized by a general permit to apply for a site-specific permit [10 CSR 20-6.010(13)(C)].
7. If a facility or site covered under a current general permit desires to apply for a site-specific permit, the facility or site may do so by contacting the Department for application requirements and procedures.
8. Any discharges not expressly authorized in this permit and not clearly disclosed in the permit application cannot become authorized or shielded from liability under CWA section 402(k) or Section 644.051.16, RSMo, by disclosure to EPA, state, or local authorities after issuance of this permit via any means, including any other permit applications, funding applications, the SWPPP, discharge monitoring reporting, or during an inspection. Discharges at the facility not expressly authorized by this permit must be covered by another permit, be exempt from permitting, or be authorized through some other method.

## **II. EXEMPTIONS FROM PERMIT REQUIREMENTS**

1. Sites that discharge all stormwater runoff directly to a combined sewer system (as defined in 40 CFR 122.26 and 40 CFR 35.2005) connecting to a publicly owned treatment works which has consented to receive such a discharge are exempt from Department stormwater permit requirements.
2. Land disturbance activities that disturb less than one (1) acre of total land area which are not part of a common plan or sale where water quality standards are not exceeded are exempt from Department stormwater permit requirements.

3. Oil and gas related activities as listed in 40 CFR 122.26(a)(2)(ii) where water quality standards are not exceeded are exempt from Department stormwater permit requirements.
4. Linear, strip, or ribbon construction or maintenance operations meeting one (1) of the following criteria are exempt from Department stormwater permit requirements:
  - (a) Grading of existing dirt or gravel roads which does not increase the runoff coefficient and the addition of an impermeable surface over an existing dirt or gravel road;
  - (b) Cleaning or routine maintenance of roadside ditches, sewers, waterlines, pipelines, utility lines, or similar facilities;
  - (c) Trenches two (2) feet in width or less; or
  - (d) Emergency repair or replacement of existing facilities as long as BMPs are employed during the emergency repair.

### **III. REQUIREMENTS**

1. The permittee shall post a public notification sign at the main entrance to the site, or a publically visible location, with the specific MOR100 permit number. The public notification sign must be visible from the public road that provides access to the site's main entrance. An alternate location is acceptable provided the public can see it and it is noted in the SWPPP. The public notification sign must remain posted at the site until the site is finalized.
2. The permittee shall be responsible for notifying the land owner and each contractor or entity (including utility crews and city employees or their agents) who will perform work at the site of the existence of the SWPPP and what actions or precautions shall be taken while on site to minimize the potential for erosion and the potential for damaging any BMP. The permittee is responsible for any damage a subcontractor may do to established BMPs and any subsequent water quality violation resulting from the damage.
3. Ensure the design, installation, and maintenance of effective erosion and sediment controls to minimize the discharge of pollutants. At a minimum, such controls must be designed, installed, and maintained to:
  - (a) Control stormwater volume, velocity, and peak flow rates to minimize soil erosion;
  - (b) Control stormwater discharges, including both peak flow rates and total stormwater volume, to minimize erosion at outlets and to minimize downstream channel and stream bank erosion and scour;
  - (c) Minimize the amount of exposed soil during construction activity;
  - (d) Minimize the disturbance of steep slopes;
  - (e) Minimize sediment discharges from the site. Address factors such as:
    - 1) The amount, frequency, intensity, and duration of precipitation;
    - 2) The nature of resulting stormwater runoff;
    - 3) Expected flow from impervious surfaces, slopes, and drainage features; and
    - 4) Soil characteristics, including the range of soil particle size expected to be present on the site.
  - (f) Provide and maintain natural buffers around surface waters as detailed in Part V. BMP REQUIREMENTS Condition 7, direct stormwater to vegetated areas to increase sediment removal and maximize stormwater infiltration and filtering, unless infeasible; and
  - (g) Minimize soil compaction and preserve topsoil where practicable.

A 2-year, 24-hour storm event can be determined for the project location using the National Oceanic and Atmospheric Administration's National Weather Service Atlas 14 which can be located at [https://hdsc.nws.noaa.gov/hdsc/pfds/pfds\\_map\\_cont.html](https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html), or the permittee can determine local rainfall distribution for a 2-year, 24 hours storm event using multi-decade local high density rain gauge data, as approved by the Department.

4. BMPs for land disturbance [10 CSR 20-6.200(1)(D)2] are a schedule of activities, practices, or procedures that reduces the amount of soil available for transport or a device that reduces the amount of suspended solids in runoff before discharge to waters of the state. The term BMPs are also used to describe the sediment and erosion controls and other activities used to prevent stormwater pollution. BMPs are divided into two main categories: structural or non-structural; and they are also classified as temporary or permanent. Temporary BMPs may be added and removed as necessary with updates to the SWPPP as specified in the requirements below.

5. Installation of BMPs necessary to prevent soil erosion and sedimentation at the downgradient project boundary (e.g. buffers, perimeter controls, exit point controls, storm drain inlet protection) must be complete prior to the start of all phases of construction. By the time construction activity in any given portion of the site begins, downgradient BMPs must be installed and operational to control discharges from the initial site clearing, grading, excavating, and other earth-disturbing activities. Additional BMPs shall be installed as necessary throughout the life of the project.
6. All BMPs shall be maintained and remain in effective operating condition during the entire duration of the project, with repairs made within the timeframes specified elsewhere in this permit, until final stabilization has been achieved.
  - (a) Ensure BMPs are protected from activities that would reduce their effectiveness.
  - (b) Remove any sediment per the BMP manufacturer's instructions or before it has accumulated to one-half of the above-ground height of any BMP that collects sediment (i.e., silt fences, sediment traps, etc.)
  - (c) The project is considered to achieve final stabilization when Part V. BMP REQUIREMENTS, Condition 13 is met.
7. Minimize sediment trackout from the site and sediment transport onto roadways.
  - (a) Restrict vehicle traffic to designated exit points.
  - (b) Use appropriate stabilization techniques or BMPs at all points that exit onto paved roads or areas outside of the site.
  - (c) Use additional controls or BMPs to remove sediment from vehicle and equipment tires prior to exit from facility where necessary.
  - (d) Any sediment or debris that is tracked out past the exit pad or is deposited on a roadway after a precipitation event shall be removed by the shorter of either the same business day (for business days only), or by the end of the next business day if track-out occurs on a non-business day, and before predicted rain events. Remove the track-out sediment by sweeping, shoveling, or vacuuming these surfaces, or by using other similarly effective means of sediment removal. Sediment or debris tracked out on pavement or other impervious surfaces shall not be disposed of into any stormwater conveyance, storm drain inlet, or water of the state.
  - (e) Stormwater inlets susceptible to receiving sediment or other pollutants from the permitted land disturbance site shall have curb inlet protection. This may include inlets off the active area where track out from vehicles and equipment could impact the stormwater runoff to those inlets.
8. Concrete washout facilities shall be used to contain concrete waste from the activities onsite, unless the washout of trucks and equipment is managed properly at an off-site location. The washout facility shall be managed to prevent solid and/or liquid waste from entering waters of the state by the following:
  - (a) Direct the wash water into leak-proof containers or pits designed so that no overflows can occur due to inadequate sizing or precipitation;
  - (b) Locate washout activities away from waters of the state, stormwater inlets, and/or stormwater conveyances where practicable. If not practicable, use BMPs to reduce risk of waste leaving the washout facility;
  - (c) Washout facilities shall be cleaned, or new facilities must be constructed and ready for use, once the washout is 75% full;
  - (d) Designate the washout area(s) and conduct such activities only in these areas.
  - (e) Ensure contractors are aware of the location, such as by marking the area(s) on the map or signage visible to the truck and/or equipment operators.
9. Good housekeeping practices shall be maintained at all times to keep waste from entering waters of the state.
  - (a) Provide solid and hazardous waste management practices, including providing trash containers, regular site cleanup for proper disposal of solid waste such as scrap building material, product/material shipping waste, food/beverage containers, spent structural BMPs;
  - (b) Provide containers and methods for proper disposal of waste paints, solvents, and cleaning compounds.
  - (c) Manage sanitary waste. Portable toilets shall be positioned so that they are secure and will not be tipped or knocked over and so that they are located away from waters of the state and stormwater inlets and stormwater conveyances.
  - (d) Ensure the storage of construction materials be kept away from drainage courses, stormwater conveyances, storm drain inlets, and low areas.

10. All fueling facilities present shall at all times adhere to applicable federal and state regulations concerning underground storage, above ground storage, and dispensers.
11. Any hazardous wastes that are generated onsite shall be managed, stored, and transported according to the provisions of the Missouri Hazardous Waste Laws and Regulations.
12. Store all paints, solvents, petroleum products, petroleum waste products, and storage containers (such as drums, cans, or cartons) so they are not exposed to stormwater or provide other prescribed BMPs (such as plastic lids and/or portable spill pans) to prevent the commingling of stormwater with container contents. Commingled water may not be discharged under this permit. Provide spill prevention, control, and countermeasures to contain the spill. Any containment system used to implement this requirement shall be constructed of materials compatible with the substances contained and shall prevent the contamination of groundwater.
13. Implement measures intended to prevent the spillage or loss of fluids, oil, grease, fuel, etc. from vehicles and equipment to thereby prevent the contamination of stormwater from these substances. This may include prevention measures such as, but not limited to, utilizing drip pans under vehicles and equipment stored outdoors, covering fueling areas, using dry clean-up methods, use of absorbents, and cleaning pavement surfaces to remove oil and grease.
14. Spills, Overflows, and Other Unauthorized Discharges.
  - (a) Any spill, overflow, or other discharge not specifically authorized in the permit above are unauthorized.
  - (b) Should an unauthorized discharge cause or permit any contaminants, other than sediment, or hazardous substance to discharge or enter waters of the state, the unauthorized discharge must be reported to the regional office as soon as practicable but no more than 24 hours after the discovery of the discharge. If the spill or overflow needs to be reported after normal business hours or on the weekend, the facility must call the Department's Environmental Emergency Response hotline at (573) 634-2436. Leaving a message on a Department staff member voice-mail does not satisfy this reporting requirement.
  - (c) A record of all spills shall be retained with the SWPPP and made available to the Department upon request.
  - (d) Other spills not reaching waters of the state must be cleaned up as soon as possible to prevent entrainment in stormwater but are not required to be reported to the Department.
15. The full implementation of this operating permit shall constitute compliance with all applicable federal and state statutes and regulations in accordance with RSMo 644.051.16 and the CWA §402(k); however, this permit may be reopened and modified or alternatively revoked and reissued to comply with any applicable effluent standard or limitation issued or approved under Clean Water Act §§ 301(b)(2)(C) and (D), 304(b)(2), and 307(a)(2) if the effluent standard or limitation so issued or approved contains different conditions or is otherwise more stringent than any effluent limitation in the permit or controls any pollutant not limited in the permit. This permit may be modified, revoked and reissued, or terminated for cause. The filing of a request by the permittee for a permit modification, termination, notice of planned changes, or anticipated non-compliance does not stay any permit condition.

#### **IV. STORMWATER POLLUTION PREVENTION PLAN (SWPPP) MANAGEMENT REQUIREMENTS**

1. The primary requirement of this permit is the development and implementation of a SWPPP which incorporates site specific practices to best minimize the soil exposure, soil erosion, and the discharge of pollutants, including solids for each site covered under this permit.

The purpose of the SWPPP is to ensure the design, implementation, management, and maintenance of BMPs in order to prevent sediment and other pollutants in stormwater discharges associated with the land disturbance activities [40 CFR 122.44 (k)(4)] from entering waters of the state above established general and narrative criteria; compliance with Missouri Water Quality Standards; and compliance with the terms and conditions of this general permit.

- (a) **The SWPPP must be developed and implemented prior to conducting any land disturbance activities and must be specific to the land disturbance activities at the site.**
- (b) The permittee shall fully implement the provisions of the SWPPP required under this permit as a condition of this general permit throughout the term of the land disturbance project. Failure to develop, implement, and maintain a SWPPP may lead to immediate enforcement action.

- (c) The SWPPP shall be updated any time site conditions warrant adjustments to the project or BMPs.
  - (d) Either an electronic copy or a paper copy of the SWPPP, and any required reports, must be accessible to anyone on site at all times when land disturbance operations are in process or other operational activities that may affect the maintenance or integrity of the BMP structures and made available as specified under Part VIII. STANDARD PERMIT CONDITIONS, Condition I of this permit. The SWPPP shall be readily available upon request and should not be sent to the Department unless specifically requested
2. Failure to implement and maintain the BMPs chosen, which can be revised and updated, is a permit violation. The chosen BMPs will be the most reasonable and cost effective while also ensuring the highest quality water discharged attainable for the facility. Facilities with established SWPPPs and BMPs shall evaluate BMPs on a regular basis and change the BMPs as needed if there are BMP deficiencies.
  3. The SWPPP must:
    - (a) List and describe the location of all outfalls;
    - (b) List any allowable non-stormwater discharges occurring on site and where these discharges occur;
    - (c) Incorporate required practices identified below;
    - (d) Incorporate sediment and erosion control practices specific to site conditions;
    - (e) Discuss whether or not a 404 Permit is required for the project; and
    - (f) Name the person(s) responsible for inspection, operation, and maintenance of BMPs. The SWPPP shall list the names and describe the role of all owners/primary operators (such as general contractor, project manager) responsible for environmental or sediment and erosion control at the land disturbance site.
  4. The SWPPP briefly must describe the nature of the land disturbance activity, including:
    - (a) The function of the project (e.g., low density residential, shopping mall, highway, etc.);
    - (b) The intended sequence and timing of activities that disturb the soils at the site; and
    - (c) Estimates of the total area expected to be disturbed by excavation, grading, or other land disturbance support activities including off-site borrow and fill areas;
  5. In order to identify the site, the SWPPP shall include site information including size in acres. The SWPPP shall have sufficient information to be of practical use to contractors and site construction workers to guide the installation and maintenance of BMPs.
  6. The function of the SWPPP and the BMPs listed therein is to prevent or minimize pollution to waters of the state. A deficiency of a BMP means it was not effective in preventing or minimizing pollution of waters of the state.

The permittee shall select, install, use, operate and maintain appropriate BMPs for the permitted site. The following manuals are acceptable resources for the selection of appropriate BMPs.

*Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites*, (Document number EPA 833-R-06-004) published by the United States Environmental Protection Agency (USEPA) in May 2007. This manual as well as other information, including examples of construction SWPPPs, is available at the USEPA internet site at [https://www.epa.gov/sites/production/files/2015-10/documents/sw\\_swppp\\_guide.pdf](https://www.epa.gov/sites/production/files/2015-10/documents/sw_swppp_guide.pdf); and <https://www.epa.gov/npdes/developing-stormwater-pollution-prevention-plan-swppp>.

The latest version of *Protecting Water Quality: A field guide to erosion, sediment and stormwater best management practices for development sites in Missouri*, published by the Department. This manual is available at: <https://dnr.mo.gov/document-search/protecting-water-quality-field-guide>.

The permittee is not limited to the use of these guidance manuals. Other guidance publications may be used to select appropriate BMPs. However, all BMPs must be described and justified in the SWPPP. Although the use of these manuals or other resources is recommended and may be used for BMP selection, they do not supersede the conditions of this permit. They may be used to inform in the decision making process for BMP selection but they are not themselves part of the permit conditions.

The permittee may retain the SWPPP, inspection reports, and all other associated documents (including a copy of this permit) electronically pursuant to RSMo 432.255. The documents must be made available to all interested persons in either paper or electronic format as required by this permit and the permittee must remit a copy (electronic or otherwise) of the SWPPP and inspection reports to the Department upon request.

7. The SWPPP must contain a legible site map, multiple maps if necessary, identifying:
  - (a) Site boundaries of the property;
  - (b) Locations of all waters of the state (including wetlands) within the site and half a mile downstream of the site's outfalls;
  - (c) Location of all outfalls;
  - (d) Direction(s) of stormwater flow (use arrows) and approximate slopes before and after grading activities;
  - (e) Areas of soil disturbance and areas that will not be disturbed (or a statement that all areas of the site will be disturbed unless otherwise noted);
  - (f) Location of structural and non-structural BMPs, including natural buffer areas, identified in the SWPPP;
  - (g) Locations where stabilization practices are expected to occur;
  - (h) Locations of on-site and off-site material, waste, borrow, or equipment storage areas and stockpiles;
  - (i) Designated points where vehicles will exit the site;
  - (j) Location of stormwater inlets and conveyances including ditches, pipes, man-made conduits, and swales; and
  - (k) Areas where final stabilization has been achieved.
8. An individual shall be designated by the permittee as the environmental lead. This environmental lead shall have knowledge in erosion, sediment, and stormwater control principles, knowledge of the permit, and the site's SWPPP. The environmental lead shall ensure all personnel and contractors understand any requirements of this permit may be affected by the work they are doing. The environmental lead or designated inspector(s) knowledgeable in erosion, sediment, and stormwater control principles shall inspect all structures that function to prevent or minimize pollution of waters of the state.
9. Throughout coverage under this permit, the permittee shall amend and update the SWPPP as appropriate during the term of the land disturbance activity. All SWPPP modifications shall be signed and dated. The permittee shall amend the SWPPP to incorporate any significant site condition changes which impact the nature and condition of stormwater discharges. At a minimum, these changes include whenever the:
  - (a) Location, design, operation, or maintenance of BMPs is changed;
  - (b) Design of the construction project is changed that could significantly affect the quality of the stormwater discharges;
  - (c) The permittee's inspections indicate deficiencies in the SWPPP or any BMP;
  - (d) Department notifies the permittee in writing of deficiencies in the SWPPP;
  - (e) SWPPP is determined to be ineffective in minimizing or controlling erosion and sedimentation (e.g., there is visual evidence of excessive site erosion or sediment deposits in streams, lakes, or downstream waterways, sediment or other wastes off site); and/or
  - (f) Department determines violations of water quality standards may occur or have occurred.
10. Site Inspections: The environmental lead, or a designated inspector, shall conduct regularly scheduled inspections. These inspections shall be conducted by a qualified person, one who is responsible for environmental matters at the site, or a person trained by and directly supervised by the person responsible for environmental matters at the site. Site inspections shall include, at a minimum, the following:
  - (a) For disturbed areas that have not achieved final stabilization, all installed BMPs and other pollution control measures shall be inspected to ensure they are properly installed, appear to be operational, and are working as intended to minimize the discharge of pollutants.
  - (b) For areas on site that have achieved either temporary or final stabilization, while at the same time active construction continues on other areas, ensure that all stabilization measures are properly installed, appear to be operational, and are working as intended to minimize the discharge of pollutants.
  - (c) Inspect all material, waste, borrow, and equipment storage and maintenance areas that are covered by this permit. Inspect for conditions that could lead to spills, leaks, or other accumulations of pollutants on the site.
  - (d) Inspect all areas where stormwater typically flows within the site, including drainage ways designed to divert, convey, and/or treat stormwater.

- (e) All stormwater outfalls shall be inspected for evidence of erosion, sediment deposition, or impacts to the receiving stream. If a discharge is occurring during an inspection, the inspector must observe and document the visual quality of the discharge and take note of the characteristics of the stormwater discharge, including turbidity, color; odor; floating, settled, or suspended solids; foam; oil sheen; and other indicators of stormwater pollutants.
  - (f) When practicable the receiving stream shall also be inspected for a minimum of 50 feet downstream of the outfall.
  - (g) The perimeter of the site shall be inspected for evidence of BMP failure to ensure concentrated flow does not develop a new outfall.
  - (h) The SWPPP must explain how the environmental lead will be notified when stormwater runoff occurs.
11. Inspection Frequency: All BMPs must be inspected in accordance to one of the schedules listed below. The inspection frequency shall be documented in the SWPPP, and any changes to the frequency of inspections, including switching between the options listed below, must be documented on the inspection form:
- (a) At least once every seven (7) calendar days and within 48 hours after any storm event equal to or greater than a 2-year, 24-hour storm has ceased during a normal work day or within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday; or
  - (b) Once every 14 calendar days and within 24 hours of the occurrence of a storm event of 0.25 inches of precipitation or greater, or the occurrence of runoff from snowmelt. To determine if a storm event of 0.25 inches or greater has occurred on the site, the permittee shall either keep a properly maintained rain gauge on site, or obtain the storm event information from a weather station near the site location.
    - 1) Inspections are only required during the project's normal working hours.
    - 2) An inspection must be conducted within 24 hours of a storm event which has produced 0.25 inches. The inspection shall be conducted within 24 hours of the event end, or within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday.
    - 3) If it is elected to inspect every 14 calendar days and there is a storm event at the site that continues for multiple days, and each day of the storm produces 0.25 inches or more of rain, the permittee shall conduct an inspection within 24 hours of the end of the storm or within 72 hours if the rain event ceases during a non-work day such as a weekend or holiday.
  - (c) Areas on site that have achieved stabilization, while at the same time active construction continues on other areas, may reduce inspection frequency to monthly, for those stabilized areas, if the following conditions exist:
    - 1) For areas where disturbed portions have undergone temporary stabilization, inspections shall occur at least once a month while stabilized and when re-disturbed shall follow either frequency outlined in (a),(b), or (c) above.
    - 2) Areas on site that have achieved final stabilization must be inspected at least once per month until the permit is terminated.
  - (d) If construction activities are suspended due to frozen conditions, the permittee may temporarily reduce site inspections to monthly until thawing conditions begin to occur if all of the following are met:
    - 1) Land disturbances have been suspended; and
    - 2) All disturbed areas of the site have been stabilized in accordance with Part V. BMP REQUIREMENTS, Condition 13.
    - 3) The change shall be noted in the SWPPP.
  - (e) Any basin dewatering shall be inspected daily when discharge is occurring. The discharge shall be observed and dewatering activities shall be ceased immediately if the receiving stream is being impacted. These inspections shall be noted on a log or on the inspection report.

If weather conditions or other issues prevent correction of BMPs within seven calendar days, the reasons for the delay must be documented (including pictures), and there must be a narrative explaining why the work cannot be accomplished within the seven day time period. The documentation must be filed with the regular inspection reports. The corrections shall be made as soon as weather conditions or other issues allow.

12. Site Inspection Reports: A log of each inspection and/or copy of the inspection report shall be kept readily accessible and must be made available upon request by the Department. Electronic logs are acceptable as long as reports can be provided within 24 hours. If inspection reports are kept off site, the SWPPP must indicate where they are stored. The inspection report shall be signed by the environmental lead or designated inspector (electronically or otherwise).
- (a) The inspection report is to include the following minimum information:
    - 1) Inspector's name and title.
    - 2) Date and time of inspection.
    - 3) Observations relative to the effectiveness of the BMPs and stabilization measures. The following must be

documented:

- a. Whether BMPs are installed, operational, and working as intended;
  - b. Whether any new or modified stormwater controls are needed;
  - c. Facilities examined for conditions that could lead to spill or leak;
  - d. Outfalls examined for visual signs of erosion or sedimentation at outfalls. Excessive erosion or sedimentation may be due to BMP failure or insufficiency. Response to observations should be addressed in the inspection report.
- 4) Corrective actions taken or necessary to correct the observed problem.
  - 5) Listing of areas where land disturbance operations have permanently or temporarily stopped.
13. Any structural or maintenance deficiencies for BMPs or stabilization measures shall be documented and corrected as soon as possible but no more than seven (7) calendar days after the inspection.
- (a) Corrective action documentation shall be stored with the associated site inspection report.
  - (b) Immediately take all reasonable steps to address the condition, including cleaning up any contaminated surfaces so the material will not discharge in subsequent storm events.
  - (c) If weather conditions or other issues prevent correction of BMPs within seven calendar days, the reasons for the delay must be documented (this may include pictures) and there must be a narrative explaining why the work cannot be accomplished within the seven day time period. The permittee shall correct the problem as soon as weather conditions or issues allow.
  - (d) Corrective actions may be required by the Department. The permittee must comply with any corrective actions required by the Department as a result of permit violations found during an inspection.

#### **V. BMP REQUIREMENTS**

1. The information, practices, and BMP requirements in this section shall be implemented on site and, where noted, provided for in the SWPPP.
2. Existing vegetation and trees shall be preserved where practicable. The permittee is encouraged to preserve topsoil where practicable.
3. The permittee shall select appropriate BMPs for use at the site and list them in the SWPPP. When selecting effective BMPs, the permittee shall consider stormwater volume and velocity. A BMP that has demonstrated ineffectiveness in preventing or minimizing sediment or other pollutants from leaving a given site shall be replaced with a more effective BMP, or additional and sequential BMPs and treatment devices may be incorporated as site conditions allow. The permittee should consider a schedule for performing erosion control measures when selecting BMPs.
4. The SWPPP shall include a description of both structural and non-structural BMPs that will be used at the site.
  - (a) The SWPPP shall provide the following general information for each BMP which will be used one or more times at the site:
    - 1) Physical description of the BMP;
    - 2) Site conditions that must be met for effective use of the BMP;
    - 3) BMP installation/construction procedures, including typical drawings; and
    - 4) Operation and maintenance procedures and schedules for the BMP.
  - (b) The SWPPP shall provide the following information for each specific instance where a BMP is to be installed:
    - 1) Whether the BMP is temporary or permanent;
    - 2) When the BMP will be installed in relation to each phase of the land disturbance procedures to complete the project; and
    - 3) Site conditions that must be met before removal of the BMP if the BMP is not a permanent BMP.
5. Structural BMP Installation: The permittee shall ensure all BMPs are properly installed and operational at the locations and relative times specified in the SWPPP.
  - (a) Perimeter control BMPs for runoff from disturbed areas shall be installed before general site clearing is started. Note this requirement does not apply to earth disturbances related to initial site clearing and establishing entry, exit, or access of the site, which may require that stormwater controls be installed immediately after the earth

disturbance.

- (b) For phased projects, BMPs shall be properly installed as necessary prior to construction activities.
  - (c) Stormwater discharges which leave the site from disturbed areas shall pass through an appropriate impediment to sediment movement such as a sedimentation basin, sediment traps (including vegetative buffers), or silt fences prior to leaving the land disturbance site.
  - (d) A drainage course change shall be clearly marked on a site map and described in the SWPPP.
  - (e) If vegetative stabilization measures are being implemented, stabilization efforts are considered "installed" when all activities necessary to seed or plant the area are completed. Vegetative stabilization is not considered "operational" until the vegetation is established.
6. Install sediment controls along any perimeter areas of the site that are downgradient from any exposed soil or other disturbed areas. Prevent stormwater from circumventing the edge of the perimeter control. For sites where perimeter controls are infeasible, other practices shall be implemented to minimize discharges to perimeter areas of the site.
7. For surface waters of the state, defined in Section 644.016.1(27) RSMo, located on or adjacent to the site, the permittee must maintain a riparian buffer or structural equivalent in accordance with at least one of the following options. The selection and location must be described in the SWPPP.
- (a) Provide and maintain a 50-foot undisturbed natural buffer; or
  - (b) Provide and maintain an undisturbed natural buffer that is less than 50 feet and is supplemented by erosion and sediment controls that achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer; or
  - (c) If infeasible to provide and maintain an undisturbed natural buffer of any size, implement erosion and sediment controls to achieve the sediment load reduction equivalent to a 50-foot undisturbed natural buffer.
  - (d) The permittee is not required to comply with (a), (b), or (c) above if one or more of the following exceptions apply and documentation is provided in the SWPPP:
    - 1) As authorized per CWA Section 404 Department of the Army permit and its associated Section 401 Water Quality Certification from the Department.
    - 2) If there is no discharge of stormwater to waters of the state through the area between the disturbed portions of the site and waters of the state located within 50 feet of the site. This includes situations where the permittee has implemented permanent control measures that will prevent such discharges, such as a berm or other barrier.
    - 3) Where no natural buffer exists due to preexisting development disturbances that occurred prior to the initiation of planning for the current development of the site.
      - a. Where some natural buffer exists but portions of the area within 50 feet of the waters of the state are occupied by preexisting development disturbances the permittee is required to comply with (a), (b), or (c) above.
    - 4) For linear projects where site constraints make it infeasible to implement a buffer or equivalent provided the permittee limit disturbances within 50 feet of any waters of the state and/or the permittee provides supplemental erosion and sediment controls to treat stormwater discharges from earth disturbances within 50 feet of the water of the state. The permittee must also document in the SWPPP the rationale for why it is infeasible for the permittee to implement (a), (b), or (c) and describe any buffer width retained and supplemental BMPs installed.
  - (e) Where the permittee is retaining a buffer of any size, the buffer should be measured perpendicularly from any of the following points, whichever is further landward from the water:
    - 1) The ordinary high water mark of the water body, defined as the line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, and/or the presence of litter and debris; or
    - 2) The edge of the stream or river bank, bluff, or cliff, whichever is applicable.
8. Slopes for disturbed areas must be identified in the SWPPP. A site map or maps defining the sloped areas for all phases of the project must be included in the SWPPP. The disturbance of steep slopes shall be minimized.
9. Manage stockpiles or land clearing debris piles composed, in whole or in part, of sediment and/or soil.
- (a) Locate the piles outside of any natural buffers zones, established under the condition above, and away from any stormwater conveyances, drain inlets, and areas where stormwater flow is concentrated;
  - (b) Install a sediment barrier along all downgradient perimeter areas;
  - (c) Divert surface flows around stockpiles to reduce and minimize erosion of the stockpile.

- (d) For piles that will be unused for 14 or more days, provide cover with appropriate temporary stabilization in accordance with Part V. BMP REQUIREMENTS, Condition 13.
  - (e) Rinsing, sweeping, or otherwise placing any soil, sediment, debris, or stockpiled product which has accumulated on pavement or other impervious surfaces into any stormwater conveyance, storm drain inlet, or water of the state is prohibited.
10. The site shall include BMPs for pollution prevention measures and shall be noted in the SWPPP. At minimum such measures must be designed, installed, implemented, and maintained to:
- (a) Minimize the discharge of pollutants from equipment and vehicle rinsing; no detergents, additives, or soaps of any kind shall be discharged. Rinse waters must be treated in a sediment basin or alternative control that provides equivalent or better treatment prior to discharge;
  - (b) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste, and other materials present on the site to precipitation and to stormwater;
  - (c) Minimize the discharge of pollutants from spills and leaks and implement chemical spill and leak prevention and response procedures, including, but not limited to, the installation of containment berms and use of drip pans at petroleum product and liquid storage tanks and containers; and
  - (d) Prevent discharges from causing or contributing to an exceedance of water quality standards including general criteria.
11. Sedimentation Basins: The SWPPP shall include a sedimentation basin for each drainage area with ten or more acres disturbed at one time.
- (a) The sedimentation basin shall be sized, at a minimum, to treat a local 2-year, 24-hour storm.
  - (b) Sediment basins shall not be constructed in any waters of the state or natural buffer zones.
  - (c) Discharges from dewatering activities shall be managed by appropriate controls. The SWPPP shall include a description of any anticipated dewatering methods and specific BMPs designed to treat dewatering water.
    - 1) Appropriate controls include, but are not limited to, sediment socks, dewatering tanks, tube settlers, weir tanks, filtration systems (e.g. bag or sand filters), and passive treatment systems that are designed to remove or retain sediment.
    - 2) Erosion controls and velocity dissipation devices (e.g., check dams, riprap, and vegetated buffers) to minimize erosion at inlets, outlets, and discharge points from shall be utilized.
    - 3) Water with an oil sheen shall not be discharged and shall be marked in SWPPP.
    - 4) Visible floating solids and foam shall not be discharged.
  - (d) Until final stabilization has been achieved, sediment basins and impoundments shall utilize outlet structures or floating skimmers that withdraw water from the surface when discharging.
    - 1) Under frozen conditions, it may be considered infeasible to withdraw water from the surface and an exception can be made for that specific period as long as discharges that may contain sediment and other pollutants are managed by appropriate controls. If determined infeasible due to frozen conditions, documentation must be provided in the SWPPP to support the determination, including the specific conditions or time period when this exception applies.
  - (e) Accumulated sediment shall not exceed 50% of total volume or as prescribed in the design, whichever is less. Note in the SWPPP the locations for disposal of the material removed from sediment basins.
  - (f) Prevent discharges to the receiving stream causing excessive visual turbidity. For the purposes of this permit, visual turbidity refers to a sediment plume or other cloudiness in the water caused by sediment that can be identified by an observer.
  - (g) The SWPPP shall require the basin be maintained until final stabilization of the disturbed area served by the basin.

Where use of a sediment basin is infeasible, the SWPPP shall evaluate and specify other similarly effective BMPs to be employed to control erosion and sediment. These similarly effective BMPs shall be selected from appropriate BMP guidance documents authorized by this permit. The BMPs must provide equivalent water quality protection to achieve compliance with this permit. The SWPPP shall require both temporary and permanent sedimentation basins to have a stabilized spillway to minimize the potential for erosion of the spillway or basin embankment.

12. Soil disturbing activities on site that have ceased either temporarily or permanently shall initiate stabilization immediately in accordance with the options below. For soil disturbing activities that have been temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days:
  - (a) The permittee shall construct BMPs to establish interim stabilization; and
  - (b) Stabilization must be initiated immediately and completed within 14 calendar days.
  - (c) For soil disturbing activities that have been permanently ceased on any portion of the site, final stabilization of disturbed areas must be initiated immediately and completed within 14 calendar days.
    - 1) Allowances to the 14-day completion period for temporary and final stabilization may be made due to weather and equipment malfunctions. The use of allowances shall be documented in the SWPPP. Allowances may be determined unnecessary after review by the Department.
  - (d) Until stabilization is complete, interim sediment control shall consist of well-established and maintained BMPs that are reasonably certain to protect waters of the state from sediment pollution over an extended period of time. This may require adding more BMPs to an area than is normally used during daily operations. The types of BMPs used must be suited to the area disturbed, taking into account the number of acres exposed and the steepness of the slopes. If the slope of the area is greater than 3:1 (three feet horizontal to one foot vertical), then the permittee shall establish interim stabilization within seven days of ceasing operations on that part of the site. The following activities would constitute the immediate initiation of stabilization:
    - 1) Prepping the soil for vegetative or non-vegetative stabilization as long as seeding, planting, and/or installation of non-vegetative stabilization products takes place as soon as practicable;
    - 2) Applying mulch or other non-vegetative product to the exposed areas;
    - 3) Seeding or planting the exposed areas;
    - 4) Finalizing arrangements to have stabilization product fully installed in compliance with the deadlines for completing stabilization.
  - (e) If vegetative stabilization measures are being implemented, stabilization is considered "installed" when all activities necessary to seed or plant the area are completed. Installed does not mean established.
  - (f) If non-vegetative stabilization measures are being implemented, stabilization is considered "installed" when all such measures are implemented or applied.
    - 1) Non-vegetative stabilization shall prevent erosion and shall be chosen for site conditions, such as slope and flow of stormwater.
  - (g) Final stabilization is not considered achieved until vegetation has grown and established to meet the requirements below.
13. Prior to removal of BMPs, ceasing site inspections, and removing from the quarterly report, final stabilization must be achieved. Final stabilization shall be achieved as soon as possible once land disturbance activities have ceased. Document in the SWPPP the type of stabilization and the date final stabilization is achieved.
  - (a) The project is considered to have achieved final stabilization when perennial vegetation (excluding volunteer vegetation), pavement, buildings, or structures using permanent materials (e.g., riprap, gravel, etc.) cover all areas that have been disturbed. With respect to areas that have been vegetated, vegetation must be at least 70% coverage of 100% of the vegetated areas on site. Vegetation must be evenly distributed.
  - (b) Disturbed areas on agricultural land are considered to have achieved final stabilization when they are restored to their preconstruction agricultural use. If former agricultural land is changing to non-agricultural use, this is no longer considered agricultural land and shall follow condition (a).
  - (c) If the intended function of a specific area of the site necessitates that it remain disturbed, final stabilization is considered achieved if all of the following are met:
    - 1) Only the minimum area needed remains disturbed (i.e., dirt access roads, motocross tracks, utility pole pads, areas being used for storage of vehicles, equipment, materials). Other areas must meet the criteria above.

- 2) Permanent structural BMPs (e.g., rock checks, berms, grading, etc.) or non-vegetative stabilization measures are implemented and designed to prevent sediment and other pollutants from entering waters of the state.
- 3) Inspection requirements in Part IV. SWPPP MANAGEMENT REQUIREMENT, Condition 11 are met and documented in the SWPPP.
- (d) Winter weather and frozen conditions do not excuse any of the above final stabilization requirements. If vegetation is required for stabilization the permittee must maintain BMPs throughout winter weather and frozen conditions until thawing and vegetation meets final stabilization criteria above. Document stabilization attempts during frozen conditions in the SWPPP. Consider future freezing when removing vegetation and plan with temporary stabilization techniques before the ground becomes frozen.

## **VI. SITE FINALIZATION & PERMIT TERMINATION**

1. Until a site is finalized, the permittee must comply with all conditions in the permit, including continuation of site inspections and reporting quarterly to the Department. To finalize the site and remove from this permit coverage, the site shall meet the following requirements:
  - (a) For any areas that (1) were disturbed during construction, (2) are not covered over by permanent structures, and (3) over which the permittee had control during the construction activities, the requirements for final vegetative or non-vegetative stabilization in Part V. BMP REQUIREMENTS, Condition 13;
  - (b) The permittee has removed and properly disposed of all construction materials, waste, and waste handling devices and has removed all equipment and vehicles that were used during construction, unless intended for long-term beyond construction phase;
  - (c) The permittee has removed all temporary BMPs that were installed and maintained during construction, except those that are intended for long-term use or those that are biodegradable; and
  - (d) The permittee has removed all potential pollutants and pollutant-generating activities associated with construction, unless needed for long-term use following the construction activities.
2. The permit may be terminated if;
  - (a) There has been a transfer of control of all areas of the site for which the current permittee is responsible under this permit to another operator, and that operator has obtained coverage under this permit;
  - (b) Active sites obtain coverage under an individual or alternative general NPDES permit, with land disturbance conditions; or
  - (c) This permit may be terminated when all projects covered under this permit are finalized. In order to terminate the permit, the permittee shall notify the Department by submitting a Request for Termination along with the final quarterly report for the current calendar quarter.

## **VII. REPORTING AND SAMPLING REQUIREMENTS**

1. The permittee is not required to sample stormwater under this permit. The Department may require sampling and reporting as a result of illegal discharges, compliance issues related to water quality concerns, or evidence of off-site impacts from activities at a site. If such an action is needed, the Department will specify in writing the sampling requirements, including such information as location and extent. If the permittee refuses to perform sampling when required, the Department may terminate the general permit and require the facility to obtain a site-specific permit with sampling requirements.
2. Electronic Discharge Monitoring Report (eDMR) Submission System. The NPDES Electronic Reporting Rule, 40 CFR Part 127, reporting of any report required by the permit shall be submitted via an electronic system to ensure timely, complete, accurate, and nationally consistent set of data for the NPDES program. The eDMR system is currently the only Department-approved reporting method for this permit unless specified elsewhere in this permit, or a waiver is granted by the Department. The facility must register in the Department's eDMR system through the Missouri Gateway for Environmental Management (MoGEM) before the first report is due.
3. Permittees shall prepare a quarterly report with a list of active land disturbance sites including any off-site borrow or depositional areas associated with the construction project and submit the following information electronically as an

attachment to the eDMR system until such a time when the current or a new system is available to allow direct input of the data:

- (a) The name of the project;
- (b) The location of the project (including the county);
- (c) The name of the primary receiving water(s) for each project;
- (d) A description of the project;
- (e) The number of acres disturbed;
- (f) The percent of completion of the project; and
- (g) The projected date of completion.

The quarterly report(s) shall be maintained by the permittee and readily available for review by the Department at the address provided on the application as well as submitted quarterly via the Department's eDMR system. The permittee shall submit quarterly reports according to Table A.

Table A	Schedule for Quarterly Reporting
Activity for the months of:	Report is due:
January, February, March (1st Quarter)	April 28
April, May, June (2nd Quarter)	July 28
July, August, September (3rd Quarter)	October 28
October, November, December (4th Quarter)	January 28

**VIII. STANDARD PERMIT CONDITIONS**

1. Records: The permittee shall retain copies of this general permit, the SWPPP and all amendments for the site named in the State Operating Permit, results of any monitoring and analysis, and all site inspection records required by this general permit.
  - (a) The records shall be accessible during normal business hours and retained for a period of at least three (3) years from the date of termination.
  - (b) The permittee shall provide a copy (electronic or otherwise) of the SWPPP to the Department, USEPA, or any local agency or government representative if they request a copy in the performance of their official duties within 24 hours of the request (or next working day), unless given more time by the representative.
  - (c) The permittee shall provide a copy of the SWPPP to those who are responsible for installation, operation, or maintenance of any BMP. The permittee, their representative, and/or the contractor(s) responsible for installation, operation and maintenance of the BMPs shall have a current copy of the SWPPP with them when on the project site.
  
2. Land Ownership and Change of Ownership: Federal and Missouri stormwater regulations [10 CSR 20-6.200(1) (B)] require a stormwater permit and erosion control measures for all land disturbances of one or more acres. These regulations also require a permit for less than one acre lots if the lot is part of a larger common plan of development or sale where that plan is at least one acre in size.
  - (a) If the permittee sells any portion of a permitted site to a developer for commercial, industrial, or residential use, this land remains a part of the common sale and the new owner must obtain a permit prior to conducting any land disturbance activity. Therefore, the original permittee must amend the SWPPP to show that the property has been sold and, therefore, no longer under the original permit coverage.
  - (b) Property of any size which is part of a larger common plan of development where the property has achieved final stabilization and the original permit terminated will require application of a new land disturbance permit for any future land disturbance activity unless the activity is by an individual residential building lot owner on a site less than one acre.
  - (c) If a portion of a larger common plan of development is sold to an individual for the purpose of building his or her own private residence, a permit is required if the portion of land sold is equal to or greater than one acre. No permit is required, however, for less than one acre of land sold.
  
3. Permit Transfer: This permit may not be transferred to a new owner.

4. Termination: This permit may be terminated when the project has achieved final stabilization, defined in Part VI. **SITE FINALIZATION & PERMIT TERMINATION.**
  - (a) In order to terminate the permit, the permittee shall notify the Department by submitting the form Request for Termination of Operating Permit Form MO 780-2814. The form should be submitted to the appropriate regional office or through an approved electronic system if it should become available.
  - (b) The Cover Page (Certificate Page) of the Master General Permit for Land Disturbance specifies the “effective date” and the “expiration date” of the Master General Permit. The “issued date” along with the “expiration date” will appear on the State Operating Permit issued to the applicant. **This permit does not continue administratively beyond the expiration date.**
5. Duty to Reapply: If the project or development completion date will be after the expiration date of this general permit, then the permittee must reapply to the Department for a new permit. This permit may be applied for and issued electronically in accordance with Section 644.051.10, RSMo.
  - (a) Due to the nature of the electronic permitting system, a period of time may be granted at the discretion of the Department in order to apply for a new permit after the new version is effective. Applicants must maintain appropriate best management practices and inspections during the discretionary period.
6. Duty to Comply: The permittee must comply with all conditions of this permit. Any permit noncompliance constitutes a violation of the Missouri Clean Water Law and Federal Clean Water Act and is grounds for enforcement action; for permit termination, revocation and reissuance, or modification; or denial of a permit renewal application.
7. Modification, Revocation, and Reopening:
  - (a) If at any time the Department determines that the quality of waters of the state may be better protected by reopening this permit, or revoking this permit and requiring the owner/operator of the permitted site to apply for a site-specific permit, the Department may revoke a general permit and require any person to obtain such an operating permit as authorized by 10 CSR20-6.010(13) and 10 CSR 20-6.200(1)(B).
  - (b) If this permit is reopened, modified, or revoked pursuant to this Section, the permittee retains all rights under Chapter 536 and 644 Revised Statutes of Missouri upon the Department’s reissuance of the permit as well as all other forms of administrative, judicial, and equitable relief available under law.
8. Other Information: Where the permittee becomes aware that it failed to submit any relevant facts in a permit application or submitted incorrect information in a permit application or in any report to the Department, it shall promptly submit such facts or information.
9. Duty to Provide Information: The permittee shall furnish to the Department, within 24 hours unless explicitly granted more time in writing, any information which the Department may request to determine whether cause exists for modifying, revoking and reissuing, or terminating this permit or to determine compliance with this permit. The permittee shall also furnish to the Department upon request, copies of records required to be kept by this permit.
10. Inspection and Entry: The permittee shall allow the Department, or an authorized representative (including an authorized contractor acting as a representative of the Department), upon presentation of credentials and other documents as may be required by law, to:
  - (a) Enter upon the permittee's premises where a regulated facility or activity is located or conducted or where records must be kept under the conditions of the permit;
  - (b) Have access to and copy, at reasonable times, any records that must be kept under the conditions of this permit;
  - (c) Inspect at reasonable times any facilities, equipment (including monitoring and control equipment), practices, or operations regulated or required under this permit; and
  - (d) Sample or monitor at reasonable times, for the purposes of assuring permit compliance or as otherwise authorized by the Federal Clean Water Act or Missouri Clean Water Law, any substances or parameters at any location.

11. **Signatory Requirement:**
- (a) All permit applications, reports required by the permit, or information requested by the Department shall be signed and certified. (See 40 CFR 122.22 and 10 CSR 20-6.010)
  - (b) The Federal Clean Water Act provides that any person who knowingly makes any false statement, representation, or certification in any record or other document submitted or required to be maintained under this permit (including monitoring reports or reports of compliance or non-compliance) shall, upon conviction, be punished by a fine of not more than \$10,000 per violation, or by imprisonment for not more than six (6) months per violation, or by both.
  - (c) The Missouri Clean Water Law provides that any person who knowingly makes any false statement, representation or certification in any application, record, report, plan, or other document filed or required to be maintained pursuant to sections 644.006 to 644.141 shall, upon conviction, be punished by a fine of not more than ten thousand dollars, or by imprisonment for not more than six months, or by both.
12. **Property Rights:** This permit does not convey any property rights of any sort or any exclusive privilege.
13. **Notice of Right to Appeal:** If you were adversely affected by this decision, you may be entitled to pursue an appeal before the administrative hearing commission (AHC) pursuant to Sections 621.250 and 644.051.6 RSMo. To appeal, you must file a petition with the AHC within thirty days after the date this decision was mailed or the date it was delivered, whichever date was earlier. If any such petition is sent by registered mail or certified mail, it will be deemed filed on the date it is mailed; if it is sent by any method other than registered mail or certified mail, it will be deemed filed on the date it is received by the AHC. Any appeal should be directed to:

Administrative Hearing Commission  
U.S. Post Office Building, Third Floor  
131 West High Street, P.O. Box 1557  
Jefferson City, MO 65102-1557  
Phone: 573-751-2422  
Fax: 573-751-5018  
Website: <https://ahc.mo.gov>



Missouri  
Department of  
Natural Resources

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STORMWATER DISCHARGES FROM  
THIS LAND DISTURBANCE SITE ARE  
AUTHORIZED BY THE MISSOURI  
STATE OPERATING PERMIT NUMBER:

**MOR100085**

IF YOU HAVE QUESTIONS OR  
CONCERNS ABOUT STORMWATER  
DISCHARGES FROM THIS SITE,  
PLEASE CONTACT THE MISSOURI  
DEPARTMENT OF NATURAL  
RESOURCES AT

**1-800-361-4827**

**MISSOURI DEPARTMENT OF NATURAL RESOURCES**  
**FACT SHEET FOR MASTER GENERAL PERMIT**  
**MO-R100xxx**

The Federal Water Pollution Control Act [Clean Water Act (CWA)] Section 402 of Public Law 92-500 (as amended) established the National Pollution Discharge Elimination System (NPDES) permit program. This program regulates the discharge of pollutants from point sources into the waters of the United States and the release of stormwater from certain point sources. All such discharges are unlawful without a permit (Section 301 of the CWA). After a permit is obtained, a discharge not in compliance with all permit terms and conditions is unlawful. Missouri State Operating Permits (MSOPs) are issued by the Missouri Department of Natural Resources (Department) under an approved program operated in accordance with federal and state laws (Federal CWA and Missouri Clean Water Law Section 644 as amended). Permits are issued for a period of five (5) years unless otherwise specified.

Per 40 CFR 124.56, 40 CFR 124.8, and 10 CSR 20-6.020(1)(A)2, a Fact Sheet shall be prepared to give pertinent information regarding the applicable regulations, rationale for the development of effluent limitations and conditions, and the public participation process for the permit. A Fact Sheet is not an enforceable part of an MSOP.

**DEFINITIONS FOR THE PURPOSES OF THIS PERMIT:**

Common Promotional Plan: A plan undertaken by one (1) or more persons to offer lots for sale or lease; where land is offered for sale by a person or group of persons acting in concert, and the land is contiguous or is known, designated, or advertised as a common unit or by a common name or similar names, the land is presumed, without regard to the number of lots covered by each individual offering, as being offered for sale or lease as part of a common promotional plan.

Dewatering: The act of draining rainwater and/or groundwater from basins, building foundations, vaults, and trenches.

Effective Operating Condition: For the purposes of this permit, a stormwater control is kept in effective operating condition if it has been implemented and maintained in such a manner that it is working as designed to minimize pollutant discharges.

Emergency-Related Project: A project initiated in response to a public emergency (e.g. earthquakes, extreme flooding conditions, tornado, disruptions in essential public services, pandemic) for which the related work requires immediate authorization to avoid imminent endangerment to human health/safety or the environment or to reestablish essential public services.

Exposed Soils: For the purposes of this permit, soils that as a result of earth-disturbing activities are left open to the elements.

Immediately: For the purposes of this permit, immediately should be defined as within 24 hours.

Impervious Surface: For the purpose of this permit, any land surface with a low or no capacity for soil infiltration including, but not limited to, pavement, sidewalks, parking areas and driveways, packed gravel or soil, or rooftops.

Infeasible: Infeasible means not technologically possible or not economically practicable and achievable in light of best industry practices.

Install or Installation: When used in connection with stormwater controls, to connect or set in position stormwater controls to make them operational.

Land Disturbance Site or Site: The land or water area where land disturbance activities will occur and where stormwater controls will be installed and maintained. The land disturbance site includes construction support activities, which may be located at a different part of the property from where the primary land disturbance activity will take place or on a different piece of property altogether. Off-site borrow areas directly and exclusively related to the land disturbance activity are part of the site and must be permitted.

Larger Common Plan of Development or Sale: A continuous area where multiple separate and distinct construction activities are occurring under one plan, including any off-site borrow areas that are directly and exclusively related to the land disturbance activity. Off-site borrow areas utilized for multiple different land disturbance projects are considered their own entity and are not part of the larger common plan of development or sale. See definition of Common Promotional Plan to understand what a 'common plan' is.

Minimize: To reduce and/or eliminate to the extent achievable using stormwater controls that are technologically available and economically practicable and achievable in light of best industry practices.

Non-structural Best Management Practices (BMPs): Institutional, educational, or pollution prevention practices designed to limit the amount of stormwater runoff or pollutants that are generated in the landscape. Examples of non-structural BMPs include picking up trash and debris, sweeping up nearby sidewalks and streets, maintaining equipment, and training site staff on stormwater control practices.

Operational: for the purposes of this permit, stormwater controls are made "operational" when they have been installed and implemented, are functioning as designed, and are properly maintained.

Ordinary High Water Mark: The line on the shore established by fluctuations of water and indicated by physical characteristics such as a clear, natural line impressed on the bank, shelving, changes in the character of soil, destruction of terrestrial vegetation, and/or the presence of litter and debris.

Peripheral: For the purposes of this permit, peripheral should be defined as the outermost boundary of the area that will be disturbed.

Permanently: For the purposes of this permit, permanently is defined as any activity that has been ceased without any intentions of future disturbance.

Pollution Prevention Controls (or Measures): Stormwater controls designed to reduce or eliminate the addition of pollutants to construction site discharges through analysis of pollutant sources, implementation of proper handling/disposal practices, employee education, and other actions.

Qualified Person (inspections): A person knowledgeable in the principles and practice of erosion and sediment controls and pollution prevention who possesses the appropriate skills and training to assess conditions at the construction site that could impact stormwater quality and the appropriate skills and training to assess the effectiveness of any stormwater controls selected and installed to meet the requirements of this permit.

Stormwater Control (also referred to as sediment/erosion controls): refers to any temporary or permanent BMP or other method used to prevent or reduce the discharge of pollutants to waters of the state.

Structural BMP: Physical sediment/erosion controls working individually or as a group (treatment train) appropriate to the source, location, and area climate for the pollutant to be controlled. Examples of structural BMPs include silt fences, sedimentation ponds, erosion control blankets, and seeding.

Temporary Stabilization: A condition where exposed soils or disturbed areas are provided temporary vegetation and/or non-vegetative protective cover to prevent erosion and sediment loss. Temporary stabilization may include temporary seeding, geotextiles, mulches, and other techniques to reduce or eliminate erosion until either final stabilization can be achieved or until further construction activities take place to re-disturb this area.

Treatment Train: A multi-BMP approach to managing the stormwater volume and velocity and often includes erosion prevention and sediment control practices often applied when the use of a single BMP is inadequate in preventing the erosion and transport of sediment. A good option to utilize as a corrective action.

Volunteer Vegetation: A volunteer plant is a plant that grows on its own, rather than being deliberately planted for stabilization purposes. Volunteers often grow from seeds that float in on the wind, are dropped by birds, or are inadvertently mixed into soils. Commonly, volunteer vegetation is referred to as 'weeds'. This does not meet the requirements for final stabilization.

Waters of the State: Section 644.016.1(27) RSMo. defines waters of the state as, "All waters within the jurisdiction of this state, including all rivers, streams, lakes and other bodies of surface and subsurface water lying within or forming a part of the boundaries of the state which are not entirely confined and located completely upon lands owned, leased or otherwise controlled by a single person or by two or more persons jointly or as tenants in common."

#### **PART I – BASIC PERMIT INFORMATION**

Facility Type: Industrial Stormwater; Land Disturbance  
Facility SIC Code(s): 1629  
Facility Description: Construction or land disturbance activity (e.g., clearing, grubbing, excavating, grading, filling, and other activities that result in the destruction of the root zone and/or land disturbance activity that is reasonably certain to cause pollution to waters of the state).

This permit establishes a Stormwater Pollution Prevention Plan (SWPPP) requirement for pollutants of concern from this type of facility or for all facilities and sites covered under this permit. 10 CSR 20-6.200(7) specifies "general permits shall contain BMP requirements and/or monitoring and reporting requirements to keep the stormwater from becoming contaminated".

Land disturbance activities include clearing, grubbing, excavating, grading, filling and other activities that result in the destruction of the root zone and/or other activities that are reasonably certain to cause pollution to waters of the state. A Missouri State Operating Permit for land disturbance permit is required for construction disturbance activities of one or more acres or for construction activities that disturb less than one acre when they are part of a larger common plan of development or sale that will disturb a cumulative total of one or more acres over the life of the project.

The primary requirement of a land disturbance permit is the development of a SWPPP which incorporates site-specific BMPs to minimize soil exposure, soil erosion, and the discharge of pollutants. The SWPPP ensures the design, implementation, management, and maintenance of BMPs in order to prevent sediment and other pollutants from leaving the site.

When it precipitates, stormwater washes over the loose soil on a construction site and various other materials and products being stored outside. As stormwater flows over the site, it can pick up pollutants like sediment, debris, and chemicals from the loose soil and transport them to nearby storm sewer systems or directly into rivers, lakes, or coastal waters.

The Missouri Department of Natural Resources is responsible for ensuring that construction site operators have the proper stormwater controls in place so that construction can proceed in a way that protects your community's clean water and the surrounding environment. One way the department helps protect water quality is by issuing land disturbance permits.

Local conditions are not considered when developing conditions for a general permit. A facility may apply for a site-specific permit if they desire a review of site-specific conditions.

## **PART II – RECEIVING STREAM INFORMATION**

### **APPLICABLE DESIGNATIONS OF WATERS OF THE STATE:**

Per Missouri Effluent Regulations (10 CSR 20-7.015), the waters of the state are divided into seven (7) categories. This permit applies to facilities discharging to the following water body categories:

- ✓ Missouri or Mississippi River [10 CSR 20-7.015(2)]
- ✓ Lakes or Reservoirs [10 CSR 20-7.015(3)]
- ✓ Losing Streams [10 CSR 20-7.015(4)]
- ✓ Metropolitan No-Discharge Streams [10 CSR 20-7.015(5)]
- ✓ Special Streams [10 CSR 20-7.015(6)]
- ✓ Subsurface Waters [10 CSR 20-7.015(7)]
- ✓ All Other Waters [10 CSR 20-7.015(8)]

Missouri Water Quality Standards (10 CSR 20-7.031) defines the Clean Water Commission water quality objectives in terms of "water uses to be maintained and the criteria to protect those uses." The receiving stream and/or 1<sup>st</sup> classified receiving stream's designated water uses shall be maintained in accordance with 10 CSR 20-7.031(24). A general permit does not take into consideration site-specific conditions.

### **MIXING CONSIDERATIONS:**

This permit applies to receiving streams of varying low flow conditions. Therefore, the effluent limitations must be based on the smallest low flow streams considered, which includes waters without designated uses. As such, no mixing is allowed [10 CSR 20-7.031(5)(A)4.B.(I)(a)]. No Zone of Initial Dilution is allowed. [10 CSR 20-7.031(5)(A)4.B.(I)(b)].

### **RECEIVING STREAM MONITORING REQUIREMENTS:**

There are no receiving water monitoring requirements recommended at this time.

## **PART III – RATIONALE AND DERIVATION OF EFFLUENT LIMITATIONS & PERMIT CONDITIONS**

### **305(B) REPORT, 303(d) LIST, & TOTAL MAXIMUM DAILY LOAD (TMDL):**

Section 305(b) of the Federal CWA requires each state identify waters not meeting Water Quality Standards and for which adequate water pollution controls have not been required. Water Quality Standards protect such beneficial uses of water as whole body contact, maintaining fish and other aquatic life, and providing drinking water for people, livestock, and wildlife. The 303(d) list helps state and federal agencies keep track of waters which are impaired but not addressed by normal water pollution control programs.

A TMDL is a calculation of the maximum amount of a given pollutant a body of water can absorb before its water quality is affected. If a water body is determined to be impaired as listed on the 303(d) list, then a watershed management plan will be developed which shall include the TMDL calculation. For facilities with an existing general permit before a TMDL is written on their receiving stream, the Department will evaluate the permit and may require any facility authorized by this general permit to apply for and obtain a site-specific operating permit.

**ANTI-BACKSLIDING:**

A provision in the Federal Regulations [CWA Section 303(d)(4); CWA Section 402(c); 40 CFR Part 122.44(I)] requires a reissued permit to be as stringent as the previous permit with some exceptions.

- ✓ Not Applicable: All effluent limitations in this permit are at least as protective as those previously established.

**ANTIDEGRADATION:**

Antidegradation policies ensure protection of water quality for a particular water body on a pollutant by pollutant basis to ensure Water Quality Standards are maintained to support beneficial uses such as fish and wildlife propagation and recreation on and in the water. This also includes special protection of waters designated as an Outstanding National Resource Water or Outstanding State Resource Water [10 CSR 20-7.031(3)(C)]. Antidegradation policies are adopted to minimize adverse effects on water.

The Department has determined the best avenue forward for implementing the Antidegradation requirements into general stormwater permits is by requiring the appropriate development and maintenance of a SWPPP. The SWPPP must identify all reasonable and effective BMPs, taking into account environmental impacts and costs. This analysis must document why no discharge or no exposure options are not feasible at the facility. This selection and documentation of appropriate control measures will then serve as the analysis of alternatives and fulfill the requirements of the Antidegradation Rule and Implementation Procedure 10 CSR 20-7.031(3) and 10 CSR 20-7.015(9)(A)5.

Any facility seeking coverage under this permit which undergoes expansion or discharges a new pollutant of concern must update their SWPPP and select reasonable and cost effective new BMPs. New facilities seeking coverage under this permit are required to develop a SWPPP including this analysis and documentation of appropriate BMPs. Renewal of coverage for a facility requires a review of the SWPPP to ensure the selected BMPs continue to be appropriate.

- ✓ Applicable; the facility must review and maintain stormwater BMPs as appropriate.

**BENCHMARKS:**

When a permitted feature or outfall consists of only stormwater, a benchmark may be implemented at the discretion of the permit writer. Benchmarks require the facility to monitor and, if necessary, replace and update stormwater control measures. Benchmark concentrations are not effluent limitations. A benchmark exceedance, therefore, is not a permit violation; however, failure to take corrective action is a violation of the permit. Benchmark monitoring data is used to determine the overall effectiveness of control measures and to assist the permittee in knowing when additional corrective actions may be necessary to comply with the limitations of the permit.

- ✓ Not applicable; this permit does not contain numeric benchmarks.

**BEST MANAGEMENT PRACTICES (BMPs):**

Minimum site-wide BMPs are established in this permit to ensure all permittees are managing their sites equally to protect waters of the state from certain activities which could cause negative effects in receiving water bodies. While not all sites require a SWPPP because the SIC codes are specifically exempted in 40 CFR 122.26(b)(14), these BMPs are not specifically included for stormwater purposes. These practices are minimum requirements for all industrial sites to protect waters of the state. If the minimum BMPs are not followed, the facility may violate general criteria [10 CSR 20-7.031(4)]. Statutes are applicable to all permitted facilities in the state; therefore, pollutants cannot be released unless in accordance with RSMo 644.011 and 644.016 (17).

**CHANGES IN DISCHARGES OF TOXIC POLLUTANT:**

This special condition reiterates the federal rules found in 40 CFR 122.44(f) and 122.42(a)(1). In these rules, the facility is required to report changes in amounts of toxic substances discharged. Toxic substances are defined in 40 CFR 122.2 as "...any pollutant listed as toxic under section 307(a)(1) or, in the case of "sludge use or disposal practices," any pollutant identified in regulations implementing section 405(d) of the CWA." Section 307 of the CWA then refers to those parameters found in 40 CFR 401.15.

The permittee should also consider any other toxic pollutant in the discharge as reportable under this condition.

**EFFLUENT LIMITATION GUIDELINE:**

Effluent Limitation Guidelines, or ELGs, are found at 40 CFR 400-499. These are limitations established by the EPA based on the SIC code and the type of work a facility is conducting. Most ELGs are for process wastewater and some address stormwater. All are technology based limitations which must be met by the applicable facility at all times.

- ✓ The industries covered under this permit have an associated Effluent Limit Guideline (ELG) which is applicable to the stormwater discharges in this permit and is applied under 40 CFR 125.3(a).

**ELECTRONIC DISCHARGE MONITORING REPORT (EDMR) SUBMISSION SYSTEM:**

The U.S. Environmental Protection Agency (EPA) promulgated a final rule on October 22, 2015, to modernize CWA reporting for municipalities, industries, and other facilities by converting to an electronic data reporting system. The final rule requires regulated entities and state and federal regulators to use information technology to electronically report data required by the National Pollutant Discharge Elimination System (NPDES) permit program instead of filing paper reports. To comply with the federal rule, the Department is requiring all permittees to begin submitting discharge monitoring data and reports online.

- ✓ Applicable; this permit requires quarterly reports.

**GENERAL CRITERIA CONSIDERATIONS:**

In accordance with 40 CFR 122.44(d)(1), effluent limitations shall be placed into permits for pollutants determined to cause, have reasonable potential to cause, or to contribute to, an excursion above any water quality standard, including narrative water quality criteria. In order to comply with this regulation, the permit writer has completed a reasonable potential determination on whether discharges have reasonable potential to cause or contribute to an excursion of the general criteria listed in 10 CSR 20-7.031(4). In instances where reasonable potential exists, the permit includes limitations within the permit to address the reasonable potential. In discharges where reasonable potential does not exist, the permit may include monitoring to later determine the discharge's potential to impact the narrative criteria. Additionally, RSMo 644.076.1, as well as Standard Permit Conditions Part VIII of this permit state it shall be unlawful for any person to cause or allow any discharge of water contaminants from any water contaminant or point source located in Missouri in violation of sections 644.006 to 644.141 of the Missouri Clean Water Law or any standard, rule, or regulation promulgated by the commission.

**LAND APPLICATION:**

Land application, or surficial dispersion of wastewater and/or sludge, is performed by facilities to maintain a basin as no-discharge. Requirements for these types of operations are found in 10 CSR 20-6.015; authority to regulate these activities is from RSMo 644.026.

- ✓ Not applicable; this permit does not authorize operation of a surficial land application system to disperse wastewater or sludge.

**LAND DISTURBANCE:**

Land disturbance, sometimes called construction activities, are actions which cause disturbance of the root layer or soil; these include clearing, grading, and excavating of the land. 40 CFR 122.26(b)(14) and 10 CSR 20-6.200(3) requires permit coverage for these activities. Coverage is not required for facilities when only providing maintenance of original line and grade, hydraulic capacity, or to continue the original purpose of the facility.

- ✓ Applicable; this permit provides coverage for land disturbance activities. These activities have SWPPP requirements and may be combined with the standard site SWPPP. Land disturbance BMPs should be designed to control the expected peak discharges. The University of Missouri has design storm events for the 25 year 24 hour storm; these can be found at: [http://ag3.agebb.missouri.edu/design\\_storm/comparison\\_reports/20191117\\_25yr\\_24hr\\_comparison\\_table.htm](http://ag3.agebb.missouri.edu/design_storm/comparison_reports/20191117_25yr_24hr_comparison_table.htm); to calculate peak discharges, the website <https://www.lmnoeng.com/Hydrology/rational.php> has the rational equation to calculate expected discharge volume from the peak storm events.

**NUTRIENT MONITORING:**

Nutrient monitoring is required for facilities characteristically or expected to discharge nutrients (nitrogenous compounds and/or phosphorus) when the design flow is equal to or greater than 0.1 MGD per 10 CSR 20-7.015(9)(D)8.

- ✓ This is a stormwater only permit; therefore, it is not subject to provisions found in 10 CSR 20-7.015 per 10 CSR 20-7.015(1)(C).

**OIL/WATER SEPARATORS:**

Oil water separator (OWS) tank systems are frequently found at industrial sites where process water and stormwater may contain oils and greases, oily wastewaters, or other immiscible liquids requiring separation. Food industry discharges typically require pretreatment prior to discharge to municipally owned treatment works. Per 10 CSR 26-2.010(2)(B), all oil water separator tanks must be operated according to manufacturer's specifications and authorized in NPDES permits per 10 CSR 26-2.010(2) or may be regulated as a petroleum tank.

- ✓ Not applicable; this permit does not authorize the operation of OWS. The facility must obtain a separate permit to cover operation of and discharge from these devices.

**PERMIT SHIELD:**

The permit shield provision of the CWA (Section 402(k)) and Missouri Clean Water Law (644.051.16 RSMo) provides that when a permit holder is in compliance with its NPDES permit or MSOP, they are effectively in compliance with certain sections of the CWA and equivalent sections of the Missouri Clean Water Law. In general, the permit shield is a legal defense against certain enforcement actions but is only available when the facility is in compliance with its permit and satisfies other specific conditions, including having completely disclosed all discharges and all facility processes and activities to the Department at time of application. It is the facility's responsibility to ensure that all potential pollutants, waste streams, discharges, and activities, as well as wastewater land application, storage, and treatment areas, are all fully disclosed to the Department at the time of application or during the draft permit review process. Subsequent requests for authorization to discharge additional pollutants or expanded or newly disclosed flows, or for authorization for previously unpermitted and undisclosed activities or discharges, will likely require permit modification or may require the facility be covered under a site specific permit.

**PRETREATMENT PROGRAM:**

This permit does not regulate pretreatment requirements for facilities discharging to an accepting permitted wastewater treatment facility. If applicable, the receiving entity (the publicly owned treatment works - POTW) must ensure compliance with any effluent limitation guidelines for pretreatment listed in 40 CFR Subchapter N per 10 CSR 20-6.100. Pretreatment regulations per RSMo 644.016 are limitations on the introduction of pollutants or water contaminants into publicly owned treatment works or facilities.

- ✓ Not Applicable; the facilities covered under this permit are not required to meet pretreatment requirements under an ELG.

**PUBLIC NOTICE OF COVERAGE FOR AN INDIVIDUAL FACILITY:**

Public Notice of reissuance of coverage is not required unless the facility is a specific type of facility as defined in 10 CSR 20-6.200(1). The need for an individual public notification process shall be determined and identified in the permit [10 CSR 20-6.020(1)(C)5.].

- ✓ Not applicable; public notice is not required for coverage under this permit to individual facilities. The MGP is public noticed in lieu of individual permit PN requirements.

**REASONABLE POTENTIAL ANALYSIS (RPA):**

Federal regulation 40 CFR Part 122.44(d)(1)(i) requires effluent limitations for all pollutants which are or may be discharged at a level which will cause or have the reasonable potential to cause or contribute to an in-stream excursion above narrative or numeric water quality standard. In accordance with 40 CFR Part 122.44(d)(iii) if the permit writer determines any given pollutant has the reasonable potential to cause or contribute to an in-stream excursion above the water quality standard, the permit must contain effluent limits for the pollutant.

- ✓ The permit writer reviewed industry materials, available past inspections, and other documents and research to evaluate general and narrative water quality reasonable potential for this permit. Permit writers also use the Department's permit writer's manual, the EPA's permit writer's manual (<https://www.epa.gov/npdes/npdes-permit-writers-manual>), program policies, and best professional judgment. For each parameter in each permit, the permit writer carefully considers all applicable information regarding technology based effluent limitations, effluent limitation guidelines, and water quality standards. Best professional judgment is based on the experience of the permit writer, cohorts in the Department and resources at the EPA, research, and maintaining continuity of permits if necessary. For stormwater permits, the permit writer is required per 10 CSR 6.200(6)(B)2 to consider: A. application and other information supplied by the permittee; B. effluent guidelines; C. best professional judgment of the permit writer; D. water quality; and E. BMPs.

#### **SCHEDULE OF COMPLIANCE (SOC):**

Per § 644.051, RSMo, a permit may be issued with a Schedule of Compliance (SOC) to provide time for a facility to come into compliance with new state or federal effluent regulations, water quality standards, or other requirements. Such a schedule is not allowed if the facility is already in compliance with the new requirement or if prohibited by other statute or regulation. An SOC includes an enforceable sequence of interim requirements (e.g. actions, operations, or milestone events) leading to compliance with the Missouri Clean Water Law, its implementing regulations, and/or the terms and conditions of an operating permit. *See also* Section 502(17) of the CWA, and 40 CFR 122.2. For new effluent limitations, the permit may include interim monitoring for the specific parameter to demonstrate the facility is not already in compliance with the new requirement. Per 40 CFR 122.47(a)(1) and 10 CSR 20-7.031(11), compliance must occur as soon as possible. If the permit provides a schedule for meeting new water quality based effluent limits, an SOC must include an enforceable, final effluent limitation in the permit even if the SOC extends beyond the life of the permit.

- ✓ Not Applicable: This permit does not contain a SOC.

#### **SETBACKS:**

Setbacks, sometimes called separation distances, are common elements of permits and are established to provide a margin of safety in order to protect the receiving water and other features from accidents, spills, unusual events, etc. Specific separation distances are included in 10 CSR 20-8 for minimum design standards of wastewater structures. While wastewater is considered separately from stormwater under this permit, the guides and Chapter 8 distances may remain relevant to requirements under this permit if deemed appropriate by the permittee.

- ✓ Discharge to the watersheds of a Metropolitan No-Discharge Stream (10 CSR 20-7.031 Table F) is authorized by this permit if the discharges are in compliance with 10 CSR 20-7.015(5) and 10 CSR 20-7.031(7). Discharges to these watersheds are authorized for uncontaminated stormwater discharges only.
- ✓ This permit authorizes stormwater discharges which are located in a way to allow water to be released into sinkholes, caves, fissures, or other openings in the ground which could drain into aquifers (except losing streams) per 10 CSR 20-7.015(7). It is the best professional judgment of the permit writer to allow discharges to losing streams as the effluent is stormwater only.
- ✓ This permit authorizes stormwater discharge in the watersheds of Outstanding state Resource Waters (OSRW); Outstanding National Resources Waters (ONRW), which includes the Ozark National Riverways and the National Wild and Scenic Rivers System; and impaired waters as designated in the 305(b) Report provided no degradation of water quality occurs in the OSRW and ONRW due to discharges from the permitted facility per 10 CSR 20-7.015(6)(B) and 10 CSR 20-7.031(3)(C). Additionally, if the facility is found to be causing degradation or contributing to an impairment by discharging a pollutant of concern during an inspection or through complaint investigations, they will be required to become a no discharge facility or obtain a site specific permit with more stringent monitoring and SWPPP requirements. Missouri's impaired waters can be found at <https://dnr.mo.gov/water/what-were-doing/water-planning/quality-standards-impaired-waters-total-maximum-daily-loads/impaired-waters>. Sites within 1000 feet of a OSRW, ONRW, or water impaired for sediment must operate as a no-discharge facility. These additional protections are borrowed from the USEPA 2021 draft Construction General Permit.

**SLUDGE – DOMESTIC BIOSOLIDS:**

Biosolids are solid materials resulting from domestic wastewater treatment meeting federal and state criteria for beneficial use (i.e. fertilizer). Sewage sludge is solid, semi-solid, or liquid residue generated during the treatment of domestic sewage in a treatment works; including, but not limited to, domestic septage; scum or solids removed in primary, secondary, or advanced wastewater treatment process; and material derived from sewage sludge. Sewage sludge does not include ash generated during the firing of sewage sludge in a sewage sludge incinerator or grit and screening generated during preliminary treatment of domestic sewage in a treatment works.

- ✓ This permit does not authorize discharge or land application of biosolids. Sludge/biosolids is not generated by this industry.

**SLUDGE – INDUSTRIAL:**

Industrial sludge is solid, semi-solid, or liquid residue generated during the treatment of industrial process wastewater in a treatment works; including, but not limited to, scum or solids removed in primary, secondary, or advanced wastewater treatment process; scum and solids filtered from water supplies and backwashed; and a material derived from industrial sludge.

- ✓ Not applicable; sludge is not generated by this industry.

**SPILL REPORTING:**

Any emergency involving a hazardous substance must be reported to the Department's 24 hour Environmental Emergency Response hotline at (573) 634-2436 at the earliest practicable moment after discovery. The Department may require the submittal of a written report detailing measures taken to clean up a spill. These reporting requirements apply when the spill results in chemicals or materials leaving the permitted property or reaching waters of the state. This requirement is in addition to the noncompliance reporting requirement found in Standard Conditions Part I. <https://dnr.mo.gov/waste-recycling/investigations-cleanups/environmental-emergency-response>.

Underground and above ground storage devices for petroleum products, vegetable oils, and animal fats may be subject to control under federal Spill Prevention, Control, and Countermeasure Regulation and are expected to be managed under those provisions, if applicable. Substances regulated by federal law under the Resource Conservation and Recovery Act (RCRA) or the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) which are transported, stored, or used for maintenance, cleaning or repair shall be managed according to the provisions of RCRA and CERCLA.

**STORMWATER POLLUTION PREVENTION PLAN (SWPPP):**

In accordance with 40 CFR 122.44(k), BMPs must be used to control or abate the discharge of pollutants when: 1) Authorized under section 304(e) of the CWA for the control of toxic pollutants and hazardous substances from ancillary industrial activities; 2) Authorized under section 402(p) of the CWA for the control of stormwater discharges; 3) Numeric effluent limitations are infeasible; or 4) the practices are reasonably necessary to achieve effluent limitations and standards or to carry out the purposes and intent of the CWA. In accordance with the EPA's *Developing Your Stormwater Pollution Prevention Plan: A Guide for Construction Sites*, (Document number EPA 833-R-06-004) published by the EPA in 2007 [https://www.epa.gov/sites/production/files/2015-10/documents/sw\\_swppp\\_guide.pdf](https://www.epa.gov/sites/production/files/2015-10/documents/sw_swppp_guide.pdf), BMPs are measures or practices used to reduce the amount of pollution entering waters of the state from a permitted facility. BMPs may take the form of a process, activity, or physical structure. Additionally, in accordance with the Stormwater Management, a SWPPP is a series of steps and activities to 1) identify sources of pollution or contamination, and 2) select and carry out actions which prevent or control the pollution of storm water discharges. Additional information can be found in *Stormwater Management for Industrial Activities: Developing Pollution Prevention Plans and Best Management Practices* (EPA 832-R-92-006; September 1992).

A SWPPP must be prepared if the SIC code for the facility is found in 40 CFR 122.26(b)(14) and/or 10 CSR 20-6.200(2). A SWPPP may be required of other facilities where stormwater has been identified as necessitating better management.

The purpose of a SWPPP is to comply with all applicable stormwater regulations by creating an adaptive management plan to control and mitigate stream pollution from stormwater runoff. Developing a SWPPP provides opportunities to employ appropriate BMPs to minimize the risk of pollutants being discharged during storm events. The following paragraph outlines the general steps the permittee should take to determine which BMPs will work to achieve the benchmark values or limits in the permit. This section is not intended to be all encompassing or restrict the use of any physical BMP or operational and maintenance procedure assisting in pollution control. Additional steps or revisions to the SWPPP may be required to meet the requirements of the permit.

Areas which should be included in the SWPPP are identified in 40 CFR 122.26(b)(14). Once the potential sources of stormwater pollution have been identified, a plan should be formulated to best control the amount of pollutant being released and discharged by each activity or source. This should include, but is not limited to, minimizing exposure to stormwater, good housekeeping measures, proper facility and equipment maintenance, spill prevention and response, vehicle traffic control, and proper materials handling. Once a plan has been developed, the facility will employ the control measures determined to be adequate to prevent pollution from entering waters of the state. The facility will conduct inspections of the BMPs to ensure they are working properly and re-evaluate any BMP not achieving compliance with permitting requirements. For example if the BMP being employed is deficient in controlling stormwater pollution, corrective action should be taken to repair, improve, or replace the failing BMP. If failures do occur, continue this trial and error process until appropriate BMPs have been established.

The EPA has developed factsheets on the pollutants of concern for specific industries along with the BMPs to control and minimize stormwater (<https://www.epa.gov/npdes/stormwater-discharges-industrial-activities>). Along with EPA's factsheets, the International Stormwater BMP database (<https://bmpdatabase.org/>) may provide guidance on BMPs appropriate for specific industries.

For new, altered, or expanded stormwater discharges, the SWPPP shall identify reasonable and effective BMPs while accounting for environmental impacts of varying control methods. The antidegradation analysis must document why no discharge or no exposure options are not feasible. The selection and documentation of appropriate control measures shall serve as an alternative analysis of technology and fulfill the requirements of antidegradation [10 CSR 20-7.031(3)].

Alternative analysis evaluation of the BMPs is a structured evaluation of BMPs which are reasonable and cost effective. The alternative analysis evaluation should include practices designed to be: 1) non-degrading; 2) less degrading; or 3) degrading water quality. The glossary of the *Antidegradation Implementation Procedure* defines these three terms. The chosen BMP will be the most reasonable and effective management strategy while ensuring the highest statutory and regulatory requirements are achieved and the highest quality water attainable for the facility is discharged. The alternative analysis evaluation must demonstrate why "no discharge" or "no exposure" is not a feasible alternative at the facility. This structured analysis of BMPs serves as the antidegradation review, fulfilling the requirements of 10 CSR 20-7.031(3) Water Quality Standards and *Antidegradation Implementation Procedure*, Section II.B.

- ✓ Applicable: A SWPPP shall be developed and implemented for each site and shall incorporate required practices identified by the Department with jurisdiction, incorporate control practices specific to site conditions, and provide for maintenance and adherence to the plan.

#### **UNDERGROUND INJECTION CONTROL (UIC):**

The UIC program for all classes of wells in the State of Missouri is administered by the Missouri Department of Natural Resources and approved by EPA pursuant to section 1422 and 1425 of the Safe Drinking Water Act (SDWA) and 40 CFR 147 Subpart AA. Injection wells are classified based on the liquids which are being injected. Class I wells are hazardous waste wells which are banned by RSMo 577.155; Class II wells are established for oil and natural gas production; Class III wells are used to inject fluids to extract minerals; Class IV wells are also banned by Missouri in RSMo 577.155; Class V wells are shallow injection wells; some examples are heat pump wells and groundwater remediation wells. Domestic wastewater being disposed of sub-surface is also considered a Class V well.

In accordance with 40 CFR 144.82, construction, operation, maintenance, conversion, plugging, or closure of injection wells shall not cause movement of fluids containing any contaminant into Underground Sources of Drinking Water (USDW) if the presence of any contaminant may cause a violation of drinking water standards or groundwater standards under 10 CSR 20-7.031 or other health-based standards or may otherwise adversely affect human health. If the Department finds the injection activity may endanger USDWs, the Department may require closure of the injection wells or other actions listed in 40 CFR 144.12(c), (d), or (e). In accordance with 40 CFR 144.26, the permittee shall submit a Class V Well Inventory Form for each active or new underground injection well drilled, or when the status of a well changes, to the Missouri Department of Natural Resources, Geological Survey Program, P.O. Box 250, Rolla, Missouri 65402. Single family residential septic systems and non-residential septic systems used solely for sanitary waste and having the capacity to serve fewer than 20 persons a day are excluded from the UIC requirements (40 CFR 144.81(9)).

- ✓ Not applicable; this permit does not authorize subsurface wastewater systems or other underground injection. These activities must be assessed under an application for a site specific permit. Certain discharges of stormwater into sinkholes may qualify as UIC. It is important the permittee evaluate all stormwater basins, even those holding water; as sinkholes have varying seepage rates. This permit does not allow stormwater discharges into sinkholes. The facility must ensure sinkholes are avoided in the construction process. The State's online mapping resource <https://modnr.maps.arcgis.com/apps/webappviewer/index.html?id=87ebef4af15d438ca658ce0b2bbc862e> has a sinkhole layer.

**VARIANCE:**

Per the Missouri Clean Water Law Section 644.061.4, variances shall be granted for such period of time and under such terms and conditions as shall be specified by the commission in its order. The variance may be extended by affirmative action of the commission. In no event shall the variance be granted for a period of time greater than is reasonably necessary for complying with the Missouri Clean Water Law Section 644.006 to 644.141 or any standard, rule, or regulation promulgated pursuant to Missouri Clean Water Law Section 644.006 to 644.141.

- ✓ Not Applicable: This permit is not drafted under premises of a petition for variance.

**WASTELOAD ALLOCATIONS (WLA) FOR LIMITATIONS:**

Per 10 CSR 20-2.010(78), the amount of pollutant each discharger is allowed by the Department to release into a given stream after the Department has determined total amount of pollutant which may be discharged into the stream without endangering its water quality. Water quality based maximum daily and average monthly effluent limitations were calculated using methods and procedures outlined in USEPA's Technical Support Document For Water Quality-based Toxics Control (TSD) (EPA/505/2-90-001).

- ✓ Not applicable; water quality limitations were not applied in this permit.

**WATER QUALITY STANDARDS:**

Per 10 CSR 20-7.031(4), General Criteria shall be applicable to all waters of the state at all times, including mixing zones. Additionally, 40 CFR 122.44(d)(1) directs the Department to include in each NPDES permit conditions to achieve water quality established under Section 303 of the CWA, including state narrative criteria for water quality.

**WHOLE EFFLUENT TOXICITY (WET) TEST:**

Per 10 CSR 20-7.031(1)(FF), a toxicity test conducted under specified laboratory conditions on specific indicator organism; and per 40 CFR 122.2, the aggregate toxic effect of an effluent measured directly by a toxicity test. A WET test is a quantifiable method of determining if a discharge from a facility may be causing toxicity to aquatic life by itself, in combination with, or through synergistic responses when mixed with receiving water.

- ✓ Not applicable: At this time, permittees are not required to conduct a WET test. This permit is for stormwater only.

#### **PART IV – EFFLUENT LIMITATIONS DETERMINATION**

##### **EPA Construction General Permit (CGP)**

The CGP was used to research and support best professional judgment decisions made in establishing technology-based conditions for this general permit which are consistent with national standards. The permit writer determined the standards established by the CGP are achievable and consistent with federal regulations. Additionally, the conditions reflecting the best practicable technology currently available are utilized to implement the ELG.

In this general permit, technology-based effluent conditions are established through the SWPPP and BMP requirements. Effective BMPs should be designed on a site-specific basis. The implementation of inspections provides a tool for each facility to evaluate the effectiveness of BMPs to ensure protection of water quality. Any flow through an outfall is considered a discharge. Future permit action due to permit modification may contain new operating permit terms and conditions which supersede the terms and conditions, including effluent limitations, of this operating permit.

#### **PART V – REPORTING REQUIREMENTS**

##### **SAMPLING:**

The permittee is not required to sample stormwater under this permit. The Department may require sampling and reporting as a result of illegal discharges, compliance issues related to water quality concerns or BMP effectiveness, or evidence of off-site impacts from activities at the facility. If such an action is needed, the Department will specify in writing the sampling requirements, including such information as location and extent. If the permittee refuses to perform sampling when required, the Department may terminate the general permit and require the facility to obtain a site-specific permit with sampling requirements.

##### **REPORTING:**

There are quarterly reporting requirements for MO-R100xxx land disturbance permits. Project specific information is required to be report to the Department through the eDMR system.

#### **PART VI – RAINFALL VALUES FOR MISSOURI & SURFACE WATER BUFFER ZONES**

Knowledge of the 2-year, 24-hour storm event is used in this permit for two main reasons:

- 1) The design, installation, and maintenance of effective erosion and sediment controls to minimize the discharge of pollutants.
- 2) If the seven-day inspection frequency is utilized, an inspection must occur within 48 hours after any storm event equal to or greater than a 2-year, 24 hour storm has ceased.

For site-specific 2-year, 24-hour storm event information utilize the National Oceanic and Atmospheric Administration's National Weather Service Atlas 14 (NOAA Atlas 14) which is located at [https://hdsc.nws.noaa.gov/hdsc/pfds/pfds\\_map\\_cont.html](https://hdsc.nws.noaa.gov/hdsc/pfds/pfds_map_cont.html). For more information visit; [https://www.weather.gov/media/owp/oh/hdsc/docs/Atlas14\\_Volume8.pdf](https://www.weather.gov/media/owp/oh/hdsc/docs/Atlas14_Volume8.pdf).

**Surface Water Buffer Zones:** In order to design controls that match the sediment removal efficiency of a 50-foot buffer, you first need to know what this efficiency is for your site. The sediment removal efficiencies of natural buffers vary according to a number of site-specific factors, including precipitation, soil type, land cover, slope length, width, steepness, and the types of erosion and sediment controls used to reduce the discharge of sediment prior to the buffer. For additional information; [https://www.epa.gov/sites/default/files/2017-02/documents/2017\\_cgp\\_final\\_appendix\\_g\\_-\\_buffer\\_reqs\\_508.pdf](https://www.epa.gov/sites/default/files/2017-02/documents/2017_cgp_final_appendix_g_-_buffer_reqs_508.pdf)

## **PART VII – ADMINISTRATIVE REQUIREMENTS**

On the basis of preliminary staff review and applicable standards and regulations, the Department, as administrative agent for the Missouri Clean Water Commission, proposes to issue a permit(s) subject to certain effluent limitations, schedules, and special conditions contained herein and within the permit. The proposed determinations are tentative pending public comment.

### **PUBLIC MEETING:**

The department hosted three public meetings for this permit. The meetings were held on January 27, February 17, and March 9, 2021.

### **PUBLIC NOTICE:**

The Department shall give public notice when a draft permit has been prepared and its issuance is pending. Additionally, public notice will be issued if a public hearing is to be held because of a significant degree of interest or because of water quality concerns related to a draft permit. No public notice is required when a request for a permit modification or termination is denied; however, the requester and facility must be notified of the denial in writing.

The Department must give public notice of a pending permit or of a new or reissued Missouri State Operating Permit. The public comment period is a length of time not less than thirty (30) days following the date of the public notice, during which interested persons may submit written comments about the proposed permit.

For persons wanting to submit comments regarding this proposed permit, please refer to the Public Notice page located at the front of this draft permit. The Public Notice page gives direction on how and where to submit appropriate comments.

- ✓ The Public Notice period for this permit is started March 25, 2022 and ended April 25, 2022. Two comment letters were received.

**DATE OF FACT SHEET:** 03/2/2022

### **COMPLETED BY:**

**SARAH WRIGHT**

**MS4 & LAND DISTURBANCE PERMITTING COORDINATOR**

**MISSOURI DEPARTMENT OF NATURAL RESOURCES**

**WATER PROTECTION PROGRAM**

**OPERATING PERMITS SECTION - STORMWATER AND CERTIFICATION UNIT**

**(573) 526-1139**

**[Sarah.wright@dnr.mo.gov](mailto:Sarah.wright@dnr.mo.gov), [dnr.generalpermits@dnr.mo.gov](mailto:dnr.generalpermits@dnr.mo.gov)**

BILL NO.: 25-12342

ORDINANCE NO.: 25-0438

INTRODUCED BY COUNCIL MEMBER(S) TULLOCK

**AN ORDINANCE TO AUTHORIZE THE COUNTY EXECUTIVE TO EXECUTE A CITY STREET IMPROVEMENT AGREEMENT BETWEEN JEFFERSON COUNTY, MISSOURI AND THE CITY OF KIMMSWICK, MISSOURI FOR CERTAIN INFRASTRUCTURE IMPROVEMENTS ALONG MARKET STREET, BECKETT STREET, AND SECTIONS OF FOURTH STREET, FIFTH STREET AND FRONT STREET, LOCATED IN COUNCIL DISTRICT 4**

**WHEREAS**, Jefferson County, Missouri (hereafter, "County") has maintained certain streets within the City of Kimmswick, Missouri (hereafter, "City") since 2021 through the terms and conditions established in the city street maintenance agreement enacted under Ordinance No. 21-0113 on January 28, 2021; and,

**WHEREAS**, the County has applied for and received federal funding through the East West Gateway Council of Governments five-year transportation improvement program in two separate street improvement grants for certain streets within the City, Federal Project No. STP-5507(607) and TAP-5445(613), collectively referred to as the Project and,

**WHEREAS**, the Project is nearing the point in development where bid advertisement and construction are necessary; and,

**FILED**  
DEC 23 2025  
JEANNIE GOFF  
COUNTY CLERK, JEFFERSON COUNTY, MO

**WHEREAS**, there are certain terms and conditions that must be agreed upon by both the County and City prior to moving forward with bid advertisement, contract award, construction management, and construction implementation of the Project (hereafter, "Agreement"); and,

**WHEREAS**, the City has signed the Agreement for the Project, which is attached as Exhibit A; and,

**WHEREAS**, the Public Works Director recommends the County enter into the Agreement; and,

**WHEREAS**, the Jefferson County, Missouri, Council now finds it is in the best interest of the County to enter into the Agreement with the City for certain infrastructure improvements along Market Street, Beckett Street, and sections of Fourth Street, Fifth Street and Front Street. A copy of said agreement is attached hereto as Exhibit A.

**BE IT ENACTED BY THE JEFFERSON COUNTY, MISSOURI,  
COUNCIL, AS FOLLOWS:**

Section 1. The Agreement with the City for certain infrastructure improvements along Market Street, Beckett Street, and sections of Fourth Street, Fifth Street and Front Street, as set forth in this Ordinance, is approved.

Section 2. The Jefferson County, Missouri, Council hereby authorizes the County Executive to execute the Agreement set forth in this Ordinance. A copy of said agreement is attached hereto as Exhibit A. The County Executive is further authorized to take any and all actions necessary to carry out the intent of this Ordinance.

Section 3. A copy of the Agreement shall be maintained by the Department of the County Clerk consistent with the rules and procedures for the maintenance and retention of records as promulgated by the Secretary of State.

Section 4. This Ordinance shall be in full force and effect from and after its date of approval. If any part of this Ordinance is invalid for any reason, such invalidity shall not affect the remainder of this Ordinance.

**THIS BILL BEING DULY INTRODUCED, THE MEMBERS OF THE  
JEFFERSON COUNTY, MISSOURI, COUNCIL VOTED AS FOLLOWS:**

Council Member District 1, Brian Haskins

Yes

Council Member District 2, Billy Crow Jr.

Yes

Council Member District 3, Lori Arons

Yes

Council Member District 4, Charles Groeteke

Yes

Council Member District 5, Scott Seek

Yes

Council Member District 6, Tim Brown

Yes

Council Member District 7, Bob Tullock

Yes

**THE ABOVE BILL ON DECEMBER 18, 2025:**

**PASSED**

**FAILED**

Bob Tullock

Bob Tullock, County Council Chair

Cherlynn Boyer

Cherlynn Boyer, Council Executive Assistant

THIS BILL WAS ✓ APPROVED BY THE JEFFERSON COUNTY EXECUTIVE AND ENACTED AS AN ORDINANCE OF JEFFERSON COUNTY, MISSOURI, THIS 23 DAY OF December, 2025

THIS BILL WAS \_\_\_\_\_ VETOED AND RETURNED TO THE JEFFERSON COUNTY, MISSOURI, COUNCIL WITH WRITTEN OBJECTIONS BY THE JEFFERSON COUNTY EXECUTIVE, ON \_\_\_\_\_.

Dennis J. Gannon

Dennis J. Gannon, Jefferson County, Missouri, Executive

**ATTEST:**

Jeannie Goff  
Jeannie Goff, County Clerk

BY: Shelley Blankenship

First Reading: 12/18/2025

**STREET IMPROVEMENT INTERGOVERNMENTAL AGREEMENT**

This street improvement intergovernmental agreement (hereafter, "AGREEMENT") made and entered into by the City of Kimmswick, Missouri (hereafter, "CITY"); and Jefferson County, Missouri (hereafter, "COUNTY").

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

(1) **IMPROVEMENT PROJECT**: The public improvement project is described as follows:

(A) MARKET STREET IMPROVEMENTS, Federal Project No. STP-5507(607) – including the entirety of Market Street from Fourth Street to Front Street, as well as a portion of Front Street from Market Street to Mill Street, consisting of improvements to vehicular pavement, street parking, pedestrian accessibility, stormwater drainage, street lighting, as well as other minor project features.

(B) FIFTH STREET IMPROVEMENTS, Federal Project No. TAP-5445(613) – including a portion of Fifth Street from High Street to Beckett Street, the entirety of Beckett Street from Fifth Street to Fourth Street, as well as a portion of Fourth Street from Beckett Street to Market Street, consisting of improvements to vehicular pavement, pedestrian accessibility, stormwater drainage, street lighting, as well as other minor project features.

The combination of the two above-described improvement efforts are collectively referred to within the AGREEMENT as the PROJECT.



ORDINANCE NO.

25-0438

- (2) PROJECT LOCATION: The general location of the PROJECT are shown on attached engineering plan cover sheets marked "Attachment A-1" and "Attachment A-2" and made a part of this AGREEMENT. The PROJECT is located within the CITY.
- (3) PURPOSE: It is the intent of this AGREEMENT that the CITY shall allow the COUNTY to manage the construction of the PROJECT within the CITY. The CITY retains ownership of the existing streets and constructed improvements. The COUNTY shall maintain the improvements constructed after completion of the PROJECT under the terms and conditions of the City Street Maintenance Agreement enacted under County Ordinance No. 21-0113.
- (4) RIGHT-OF-WAY AND EASEMENT USAGE: The CITY grants the right to use the recorded street right-of-way or easements to the COUNTY and any hired contractors or subcontractors for the purpose of managing and constructing the PROJECT.
- (5) RIGHTS OF THE COUNTY: The COUNTY maintains all rights granted under the Code of Ordinances of the COUNTY and Revised Statutes in the State of Missouri that affect COUNTY operations as they pertain to the construction and management of the PROJECT within the right-of-way or easements of a publicly maintained facility. The CITY holds the COUNTY harmless in any and all legal matters that result from operations undertaken by the CITY within the right-of-way or easements of the publicly maintained facilities. The CITY agrees that any installation, removal, relocation, maintenance, or repair of community improvements within the right-of-way or easements shall be completed only in accordance with the Code of Ordinances of the COUNTY or CITY, whichever govern; and without detrimental impact to the PROJECT.

- (6) RIGHTS OF THE CITY: The CITY maintains all rights granted under the Code of Ordinances of the CITY and the Revised Statutes in the State of Missouri; as they pertain to community improvements within the right-of-way or easements of a publicly maintained facility. The COUNTY holds the CITY harmless in any and all legal matters that result from operations undertaken by the COUNTY within the right-of-way or easements of the publicly maintained facilities. The COUNTY agrees that the management and construction of the PROJECT within the right-of-way or easements shall be performed only in accordance with the Code of Ordinances of the COUNTY or CITY, as well as any applicable State and Federal regulations, whichever govern; and without detrimental impact to the community improvements.
- (7) CITY EVENTS: The CITY shall not hold civic events and festivals within two hundred (200) feet of the construction limits of the PROJECT between November 1, 2026, through October 1, 2027. The COUNTY will manage the construction of the PROJECT within this date range. The CITY is allowed to narrow this two hundred (200) feet requirement in areas where provided security or law enforcement will prevent encroachment into the PROJECT.
- (8) TRAFFIC OPERATIONS: Vehicular traffic shall be restricted within the CITY for the duration of the PROJECT. The PROJECT will restrict vehicular traffic as follows:
- a. Restricted to one-lane access when street or intersection is under construction;
    - i. Fifth Street at High Street Intersection
    - ii. Fifth Street from High Street to Beckett Street
    - iii. Fifth Street at Beckett Street Intersection
    - iv. Beckett Street from Fifth Street to Fourth Street

- v. Fourth Street at Beckett Street Intersection
  - vi. Fourth Street from Beckett Street to Market Street
  - vii. Market Street at Fourth Street Intersection
  - viii. Market Street at Third Street Intersection
  - ix. Market Street at Second Street Intersection
  - x. Market Street at Front Street Intersection
  - xi. Front Street from Market Street to Mill Street
  - xii. Front Street at Mill Street Intersection
- b. Closed to Local Vehicular Traffic Only During Construction of the PROJECT;
    - i. Market Street from Fourth Street to Front Street
  - c. Closed During Construction of Market Street;
    - i. Parking Lot Entrance from Market Street

Local vehicular traffic is defined as property owners with businesses or residences, or any service providers needed to support said property owners. No through vehicular traffic shall be permitted for streets closed to local vehicular traffic only. Through vehicular traffic is defined as visitors, guests, patrons, tourists, etc. with the intent to park, visit, shop, or be entertained at the locations of the property owners within the limits of the PROJECT. The COUNTY, as well as their hired contractors and subcontractors, will accommodate pedestrian movements of all visitors to the property owners within the limits of the PROJECT to the greatest extent practical for the duration of the PROJECT. A schematic layout of the preliminary vehicular traffic restrictions is included as 'Attachment C'.

- (9) COMPLAINT MANAGEMENT: The streets within the limits of the PROJECT are owned by the CITY; therefore, the CITY will solely be the responsible party for addressing any complaints related to the impact of the PROJECT on CITY residents, visitors, or businesses operating within the CITY. The PROJECT will be managed by the COUNTY; therefore, the COUNTY will be the responsible party for addressing any complaints related to the PROJECT contractors and subcontractors, progression of work for the PROJECT, and schedule for completion of the PROJECT.
- (10) INSURANCE REQUIREMENTS: Contractors and subcontractors hired by the COUNTY to complete the PROJECT shall be required to have a certificate of insurance that covers both the COUNTY and CITY as additional insured. The streets within the limits of the PROJECT are owned by the CITY; therefore, the CITY would be a party to any lawsuit resulting from the PROJECT. The CITY holds the COUNTY harmless in any and all issues that exist beyond the terms and conditions of the PROJECT. Any insurance disputes or damage claims between the insurance companies of the CITY and contractors or subcontractors hired by the COUNTY shall not involve the COUNTY or their insurance provider. The COUNTY insurance provider does not cover the PROJECT or the streets and infrastructure within the CITY. The streets and infrastructure, including that of the PROJECT, are owned assets of the CITY.
- (11) INDEMNIFICATION: To the extent allowed by law, the CITY, and/or the contractors and subcontractors hired by the COUNTY to construct the PROJECT, shall be responsible for injury or damages as a result of any services and/or goods rendered by or through the CITY, or the contractors and subcontractors hired by the COUNTY to construct the PROJECT, under the terms and conditions of this AGREEMENT, and

that of any agreements entered into with the hired contractors and subcontractors to complete the PROJECT. In addition to the liability imposed upon the CITY on the account of personal injury, bodily injury, including death, or property damage, suffered as a result of the CITY's performance under this AGREEMENT, the CITY assumes the obligation to save harmless the COUNTY, including its agents, employees and assigns, and, to the extent allowed by law, to indemnify the COUNTY, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission, including legal fees. The CITY also agrees to hold harmless the COUNTY, including its agents, employees and assigns, from any wrongful or negligent act or omission committed by any contractors or subcontractors or other person employed by or under the supervision of the CITY for any purpose under this AGREEMENT, and, to the extent allowed by law, to indemnify the COUNTY, including its agents, employees and assigns, from every expense, liability or payment arising out of such wrongful or negligent act or omission.

- (12) AMENDMENTS: Any change in this AGREEMENT, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved on or between the duly authorized representatives of the COUNTY and CITY.
- (13) COUNTY REPRESENTATIVE: The Jefferson County Public Works Director is designated as the COUNTY REPRESENTATIVE for the purpose of administering the provisions of this AGREEMENT. The COUNTY REPRESENTATIVE may designate, by written notice, other persons having the authority to act on behalf of the COUNTY in furtherance of the performance of this AGREEMENT.

(14) CITY REPRESENTATIVE: The City Clerk is designated as the CITY representative for the purpose of administering the provisions of this AGREEMENT. The CITY representative may designate, by written notice, other persons having the authority to act on behalf of the CITY in furtherance of the performance of this AGREEMENT.

(15) NOTICES: Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be deemed given three (3) days after delivery by United States mail, regular mail postage prepaid, or upon receipt by personal or facsimile delivery, addressed as follows:

(A) To the COUNTY:

JEFFERSON COUNTY PUBLIC WORKS  
ATTN: PUBLIC WORKS DIRECTOR  
725 MAPLE STREET  
HILLSBORO, MISSOURI 63050  
PHONE NO.: (636)797-5340  
FACSIMILE: (636)797-5565

(B) To the CITY:

CITY OF KIMMSWICK, MISSOURI  
ATTN: CITY CLERK  
P.O. BOX 27  
KIMMSWICK, MO 63053-0027

(16) ASSIGNMENT: Neither party shall assign, transfer or delegate any interest in this AGREEMENT without the prior written consent of the other party.

(17) VENUE: It is agreed by the parties that any action at law, suit in equity, or other judicial proceeding to enforce or construe this AGREEMENT, or regarding its alleged breach, shall be instituted only in the Circuit Court of Jefferson County, Missouri.

- (18) LAW OF MISSOURI TO GOVERN: This AGREEMENT shall be construed according to the laws of the State of Missouri. The COUNTY and CITY shall comply with all local, state and federal laws and regulations relating to the performance of the AGREEMENT.
- (19) SOLE BENEFICIARY: This AGREEMENT is made for the sole benefit of the parties hereto and nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the CITY and the COUNTY.
- (20) AUTHORITY TO EXECUTE: The signers of this AGREEMENT warrant that they are acting officially and properly on behalf of their respective institutions and have been duly authorized, directed and empowered to execute this AGREEMENT.
- (21) SECTION HEADINGS: All section headings contained in this AGREEMENT are for the convenience of reference only and are not intended to define or limit the scope of any provision of this AGREEMENT.
- (22) FUNDING FOR THE PROJECT: The PROJECT is funded under two separate federal grants. The COUNTY will fund the local matching portion of the PROJECT up to a not to exceed amount of \$1,500,000.00. Any remainder in necessary funding to complete the PROJECT, that is not covered under the federal matching of the PROJECT, shall be the financial responsibility of the CITY. The funding table shown in 'Attachment B' represents the anticipated funding requirements that are based on engineer's estimate of probable construction costs for the PROJECT. This funding table is accurate to the point prior to opening bids for the construction of the PROJECT.
- (23) START OF SERVICE: Following the execution of this AGREEMENT, the COUNTY shall prepare for the bidding of the PROJECT within 180-days of acceptance

approval by Jefferson County, Missouri Council. The AGREEMENT will terminate upon the completion of the PROJECT, and pre-final inspection and acceptance by both the COUNTY and the Missouri Department of Transportation.

- (24) TERMINATION: This AGREEMENT shall be in full force and effective after the date of execution by both parties; however, the COUNTY and CITY reserve certain rights and circumstances by which termination of the PROJECT and this AGREEMENT would become warranted. Should the CITY determine that the cost of any unfunded local match portion of the PROJECT, not covered by the COUNTY, and prior to execution of any agreements between the COUNTY and hired contractors or subcontractors, exceeds the funding capabilities of the CITY, then the CITY has the right to terminate the PROJECT and this AGREEMENT. The COUNTY shall be notified prior to legislative action being taken to eliminate the PROJECT and AGREEMENT. Should COUNTY funding for the PROJECT, prior to execution of any agreement between the COUNTY and hired contractors or subcontractors, become adversely impacted in a severe enough manner, in the COUNTY's sole discretion, then the COUNTY has the right to terminate the PROJECT and this AGREEMENT. The CITY shall be notified prior to legislative action being taken to eliminate the PROJECT and AGREEMENT.

IN WITNESS WHEREOF, the parties have entered into this AGREEMENT on the date last written below.

FOR: JEFFERSON COUNTY, MISSOURI

BY: Dennis Gannon Date: 12/23/25  
COUNTY EXECUTIVE

ATTEST: Jeannie Hoff Shelley Blankenship  
COUNTY CLERK DEPUTY CLERK

FOR: CITY OF KIMMSWICK, MISSOURI

BY: [Signature] Date: 01/12/2026  
CITY MAYOR

ATTEST: [Signature]  
City Clerk / Administrator

APPROVED AS TO FORM BY:

[Signature]  
COUNTY COUNSELOR

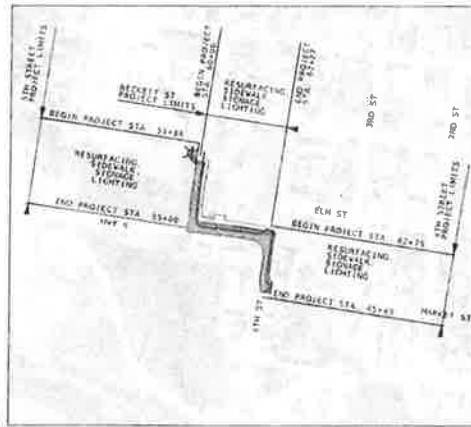


DESIGN DESIGNATION	
SECTION SYMBOL	STA & STA SYMBOLS
2024 A A D T = N/A	2024 A A D T = 613
2044 A A D T = N/A	2044 A A D T = 576
V = 20 MPH	V = 20 MPH
FUNCTIONAL CLASSIFICATION =	FUNCTIONAL CLASSIFICATION =
URBAN COLLECTION	LOCAL ROAD
NORMAL ACCESS RIGHT OF WAY IS TO BE ACQUIRED FOR THIS PROJECT.	
DESIGN GUIDELINES	
<p>ADMITTED TO PUBLIC USE CONFORMS TO MAP OF HIGHWAYS AND STREETS OF THE STATE OF MISSOURI (MISSOURI SAFETY MANUAL) 1007 EDITION 2019</p> <p>MARKET ENGINEERING DESIGN GUIDE</p> <p>ENR "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" 1009 EDITION WITH REVISIONS 1 AND 2</p>	
CONVENTIONAL SYMBOLS (USED IN PLANS)	
EXISTING	NEW
BUILDINGS AND STRUCTURES	CONCRETE
CONCRETE RIGHT-OF-WAY MARKER	STEEL RIGHT-OF-WAY MARKER
LOCATION SURVEY MARKER	
UTILITIES	
FIBER OPTICS	OVERHEAD TELEPHONE
UNDERGROUND TELEPHONE	UNDERGROUND POWER
UNDERGROUND POWER	GAS
WATER	CABLE TV
MANHOLE	WATER METER
WATER VALVE	WATER METER
SEWER VALVE	BATTERY METER
SEWER METER	UNION MOUNTED POLE
LIGHT POLE	FRAME POWER POLE
POWER POLE	GUY WIRE
TELEPHONE FRAME POLE	CEILING SIGN
CEILING SIGN	SOVEREIGN GATE POST
RECORDING	TEMPORARY CONSTRUCTION EASEMENT
RELOCATE	REMOVE AND REPLACE
REMOVE AND RELOCATE	ADJUST TO GRADE
USE IN PLACE	TO BE ABANDONED
BY OTHERS	
NOTE: DASHED OR OPEN SYMBOLS INDICATE EXISTING FEATURES	

## DRAFT FINAL PLANS FOR FIFTH STREET ACTIVE TRANSPORTATION FEDERAL PROJECT NO. TAP-5445(613)

JEFFERSON COUNTY, MISSOURI

OUTSIDE OF THE PUBLIC LAND SURVEY SYSTEM



**DISCLAIMER**  
THE PROFESSIONAL ENGINEER'S SIGNATURE AND PEALIAN SEAL APPROXIMATELY ASSUMES RESPONSIBILITY ONLY FOR THE INFORMATION ON THIS PLAN AND SPECIFIC INFORMATION TO SECTION 107. ALL OTHER INFORMATION ON INSTRUMENTS NOT STATED BY THE ENGINEER OR INFORMATION RELAYED TO OR INTERFERED TO BE SAID FOR ANY PART OF THIS PROJECT TO WHICH THIS ENGINEER'S SIGNATURE AND SEAL HAVE BEEN APPLIED FROM HEREON IS INFORMATION AND THEREFORE THESE LOCATIONS SHALL BE CONSIDERED APPROXIMATE ONLY. THE PROFESSIONAL ENGINEER'S SIGNATURE AND SEAL SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. THIS SHALL BE KEPT IN MIND REGARDING OR CONSTRUCTION OF THIS IMPROVEMENT.

APPROVED BY:  
JEFFERSON COUNTY, MISSOURI

SEAL AND SIGNATURE OF PUBLIC WORKS DIRECTOR

INDEX OF SHEETS	
DESCRIPTION	SHEET NUMBER
TITLE SHEET	1
TYPICAL SECTIONS (15)	2
QUANTITY SHEETS (20) (6 SHEETS)	3
PLAN SHEETS (25)	4-8
DRAINAGE & UTILITY SHEETS (20)	9-11
RIGHT OF WAY SHEETS (10)	12-13
MEASUREMENT POINTS SHEETS (10)	14-15
GEOMETRY & COORDINATE POINTS (10)	16-17
UTILITY SHEETS (10)	18-19
TRAFFIC CONTROL SHEETS (10)	20-21
EROSION CONTROL SHEETS (10)	22-23
STAGING AND STAFFING SHEETS (10)	24-25
CROSS SECTIONS (10)	26-27
CROSS SECTIONS (10)	28-29
UTILITIES	
MC1 DOMESTIC WICASTRO	DOMESTIC WICASTRO/PERIZON CO. (CI) 636-458-1800
SP16 BRIAN LANGENBACHER	BRIAN LANGENBACHER/SP16/PERIZON CO. (CI) 616-713-8523
FW10 FIFTH STREET	PERIZON/FORMALL CO. (CI) 536-481-2516 (CI) 314-921-7490
KDC4 CREEK	INSON SEGER PUBLICITY (AGOR/PRO/ENGINEER/PSO) CO. SEWER (CI) 636-481-2516 (CI) 314-921-7490
AMC404	CHANG FOR C/ENGINEER CO. (CI) 636-492-6334 (CI) 636-376-7448
MC141	HERBERT COMBES MISSOURI COM (CI) 614-430-2311
MC141	COMBES/PERIZON/CHARLES CO. (CI) 314-343-8450
LENGTH OF PROJECT	
BEGINNING OF PROJECT (57th)	STA. 53+00
END OF PROJECT (57th)	STA. 55+00
57th ST LENGTH	200 FEET
BEGINNING OF PROJECT (MARKET)	STA. 60+00
END OF PROJECT (MARKET)	STA. 74+77
MARKET ST LENGTH	1477 FEET
BEGINNING OF PROJECT (2ND)	STA. 78+00
END OF PROJECT (2ND)	STA. 79+00
2ND ST LENGTH	100 FEET
TOTAL CONSTRUCTION	1627 FEET
NET LENGTH OF PROJECT	1627 FEET
STATE LENGTH	0.31 MILES

Attachment B

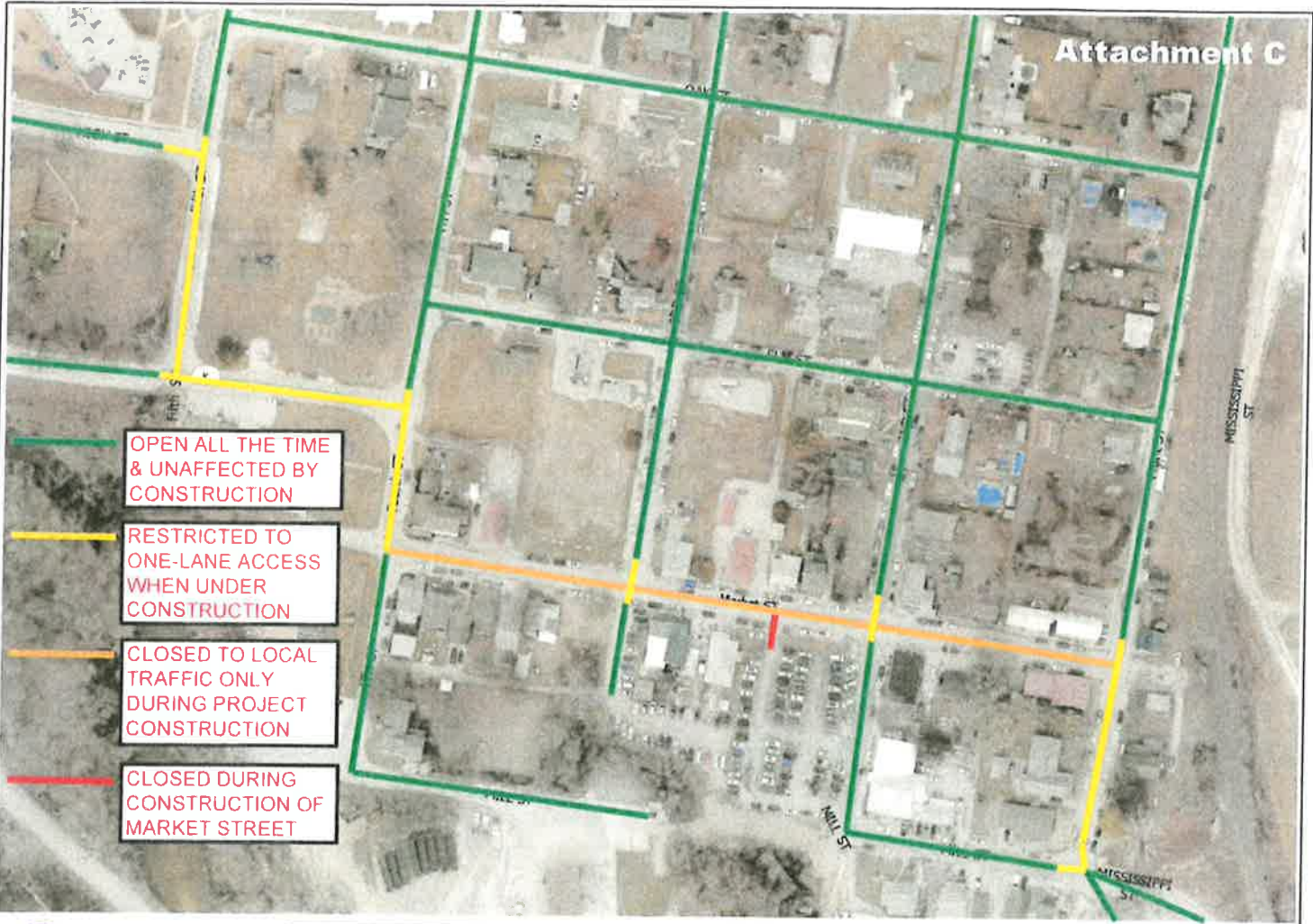
Sub Project A - Market Street to Front Street	Authorized Grant Funding (Planning Level)				Engineer's Estimate of Probable Costs (Design Level)			
	Design (Federal)	\$0.00	Design (County)	\$284,500.00	Design (Federal)	\$0.00	Design (County)	\$284,500.00
	Right-of-Way (Federal)	\$21,000.00	Right-of-Way (County)	\$9,000.00	Right-of-Way (Federal)	\$0.00	Right-of-Way (County)	\$31,820.00
	Construction (Federal)	\$1,070,692.00	Construction (County)	\$458,868.00	Construction (Federal)	\$1,091,692.00	Construction (County)	\$669,698.00
	<b>Total (Federal)</b>	<b>\$1,091,692.00</b>	<b>Total (County)</b>	<b>\$752,368.00</b>	<b>Total (Federal)</b>	<b>\$1,091,692.00</b>	<b>Total (County)</b>	<b>\$986,018.00</b>

Sub Project B - Fifth Street to Market Street	Authorized Grant Funding				Engineer's Estimate of Probable Costs			
	Design (Federal)	\$0.00	Design (County)	\$284,500.00	Design (Federal)	\$0.00	Design (County)	\$284,500.00
	Right-of-Way (Federal)	\$21,000.00	Right-of-Way (County)	\$9,000.00	Right-of-Way (Federal)	\$5,894.00	Right-of-Way (County)	\$2,526.00
	Construction (Federal)	\$777,499.00	Construction (County)	\$333,214.00	Construction (Federal)	\$470,716.40	Construction (County)	\$201,735.60
	<b>Total (Federal)</b>	<b>\$798,499.00</b>	<b>Total (County)</b>	<b>\$626,714.00</b>	<b>Total (Federal)</b>	<b>\$476,610.40</b>	<b>Total (County)</b>	<b>\$488,761.60</b>

Total Project Costs	Authorized Grant Funding				Engineer's Estimate of Probable Costs			
	Design (Federal)	\$0.00	Design (County)	\$569,000.00	Design (Federal)	\$0.00	Design (County)	\$569,000.00
	Right-of-Way (Federal)	\$42,000.00	Right-of-Way (County)	\$18,000.00	Right-of-Way (Federal)	\$5,894.00	Right-of-Way (County)	\$34,346.00
	Construction (Federal)	\$1,848,191.00	Construction (County)	\$792,082.00	Construction (Federal)	\$1,562,408.40	Construction (County)	\$871,433.60
	<b>Total (Federal)</b>	<b>\$1,890,191.00</b>	<b>Total (County)</b>	<b>\$1,379,082.00</b>	<b>Total (Federal)</b>	<b>\$1,568,302.40</b>	<b>Total (County)</b>	<b>\$1,474,779.60</b>

Total Project Costs (Planning Level) =	\$3,269,273.00	Total Project Costs (Design Level) =	\$3,043,082.00
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Attachment C



- OPEN ALL THE TIME & UNAFFECTED BY CONSTRUCTION
- RESTRICTED TO ONE-LANE ACCESS WHEN UNDER CONSTRUCTION
- CLOSED TO LOCAL TRAFFIC ONLY DURING PROJECT CONSTRUCTION
- CLOSED DURING CONSTRUCTION OF MARKET STREET



**Jefferson County**

**CAUTION:** This map is for tax purposes only. It is not intended nor sufficiently accurate to be used for conveyances. Any use other than for tax purposes shall be at the user's risk. The reproduction or copying of this map or any part thereof by any process is prohibited without the written permission of the Department of the County Assessor.  
Pursuant to 2 CSR 90-65.080: "This Cadastral Map is for informational purposes only. It does not purport to represent a property boundary survey of the parcels shown and shall not be used for conveyances or the establishment of property boundaries." Authority: section 60.670, RSM: 2016.  
Data Source: Department of the County Assessor, County Services Planning Division, Jefferson County 911 Division, ESRI



Map Title: **Online GIS**  
Print Date: 11/3/2025

Not to Scale  
Original Coordinate System: NAD 1983 State Plane MO East FIPS 2401 East US Survey Feet

# AFFIDAVIT COMPLIANCE WITH THE PREVAILING WAGE LAW

Before me, the undersigned Notary Public, in and for the County of \_\_\_\_\_, State of \_\_\_\_\_, personally came and appeared \_\_\_\_\_

(Name)

\_\_\_\_\_ of \_\_\_\_\_

(Title)

(Company Name)

(a corporation)(a partnership)(a proprietorship) and after being duly sworn did depose and say that all provisions and requirements set out in Chapter 290, Sections 290.210 through and including 290.340, Missouri Revised Statutes, pertaining to the payment of wages to workers employed on public works projects have been fully satisfied and there has been no exception to the full and complete compliance with said provisions and requirements with Wage Determination No. \_\_\_\_\_ or Annual Wage Order No. \_\_\_\_\_ issued by the Division of Labor Standards on project \_\_\_\_\_,

(Job Number)

\_\_\_\_\_

(Route or location, if building construction)

\_\_\_\_\_ County, Missouri, and completed on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_

Signature

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

My commission expires \_\_\_\_\_, 20\_\_\_\_.

Notary Public

(Revised 03-23-00)

# Missouri

## Division of Labor Standards

### WAGE AND HOUR SECTION



MIKE KEHOE, Governor

# Annual Wage Order No. 32

Section 050  
**JEFFERSON 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 \_\_\_\_\_

Logan Hobbs, Director  
Division of Labor Standards

Filed With Secretary of State: \_\_\_\_\_ **March 10, 2025**

Last Date Objections May Be Filed: **April 9, 2025**

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Asbestos Worker	\$66.24
Boilermaker	\$28.74*
Bricklayer-Stone Mason	\$59.41
Carpenter	\$64.36
Lather	
Linoleum Layer	
Millwright	
Pile Driver	
Cement Mason	\$59.34
Plasterer	
Communication Technician	\$28.74*
Electrician (Inside Wireman)	\$78.98
Electrician Outside Lineman	\$81.35
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Elevator Constructor	\$28.74*
Glazier	\$28.74*
Ironworker	\$73.17
Laborer	\$54.28
General Laborer	
First Semi-Skilled	
Second Semi-Skilled	
Mason	\$28.74*
Marble Mason	
Marble Finisher	
Terrazzo Worker	
Terrazzo Finisher	
Tile Setter	
Tile Finisher	
Operating Engineer	\$74.17
Group I	
Group II	
Group III	
Group III-A	
Group IV	
Group V	
Painter	\$55.91
Plumber	\$81.10
Pipe Fitter	
Roofer	\$53.35
Sheet Metal Worker	\$77.43
Sprinkler Fitter	\$28.74*
Truck Driver	\$28.74*
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

\*\*The Prevailing Hourly Rate includes any applicable fringe benefit amounts for each occupational title as defined in RSMo Section 290.210.

Heavy Construction Rates for  
JEFFERSON County

Section 050

OCCUPATIONAL TITLE	**Prevailing Hourly Rate
Carpenter	\$68.17
Millwright	
Pile Driver	
Electrician (Outside Lineman)	\$81.35
Lineman Operator	
Lineman - Tree Trimmer	
Groundman	
Groundman - Tree Trimmer	
Laborer	\$54.78
General Laborer	
Skilled Laborer	
Operating Engineer	\$73.27
Group I	
Group II	
Group III	
Group IV	
Truck Driver	\$54.07
Truck Control Service Driver	
Group I	
Group II	
Group III	
Group IV	

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

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

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

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

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

# OVERTIME and HOLIDAYS

## OVERTIME

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

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

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

## HOLIDAYS

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

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

Superseded General Decision Number: M020250001

State: Missouri

Construction Types: Heavy and Highway

Counties: Missouri Statewide.

HEAVY AND HIGHWAY CONSTRUCTION PROJECTS

Modification Number	Publication Date
0	01/02/2026
1	01/09/2026

CARP0002-002 05/01/2024

ST. LOUIS COUNTY AND CITY

	Rates	Fringes
Carpenters.....	\$ 41.71	21.85

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CARP0005-006 05/01/2024

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

	Rates	Fringes
Carpenters:		
CARPENTERS & LATHERS.....	\$ 44.63	22.40
MILLWRIGHTS & PILEDRIVERS...	\$ 44.63	22.40

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CARP0011-001 05/01/2024

	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.....	\$ 35.61	22.40
ATCHISON, ANDREW, BATES, CALDWELL, CARROLL, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HENRY, HOLT, LIVINGSTON, MERCER, NODAWAY, ST. CLAIR, SALINE AND WORTH COUNTIES.....	\$ 34.98	22.40
AUDRAIN (East of Hwy.19), RALLS, MARION, LEWIS, CLARK AND SCOTLAND COUNTIES.	\$ 35.61	22.40
BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HICKORY, JASPER, LACLEDE, LAWRENCE, MCDONALD, STP-5507(607) & TAP-5445(613)		

NEWTON, OZARK, POLK, STONE, TANEY, VERNON, WEBSTER AND WRIGHT COUNTIES.	\$ 33.25	22.40
BENTON, MORGAN AND PETTIS...	\$ 34.98	22.40
BOLLINGER, BUTLER, CAPE GIRARDEAU, DUNKLIN, MISSISSIPPI, NEW MADRID, PEMISCOT, PERRY, STE. GENEVIEVE, SCOTT, STODDARD AND WAYNE COUNTIES.....	\$ 35.37	22.40
BUCHANAN, CLINTON, JOHNSON AND LAFAYETTE COUNTIES.....	\$ 34.98	22.40
CARTER, HOWELL, OREGON AND RIPLEY COUNTIES.....	\$ 34.04	22.40
CRAWFORD, DENT, GASCONADE, IRON, MADISON, MARIES, MONTGOMERY, PHELPS, PULASKI, REYNOLDS, SHANNON AND TEXAS COUNTIES.....	\$ 35.37	22.40
FRANKLIN COUNTY.....	\$ 42.19	22.40
JEFFERSON AND ST. CHARLES COUNTIES.....	\$ 42.19	22.40
LINCOLN COUNTY.....	\$ 38.04	22.40
PIKE, ST. FRANCOIS AND WASHINGTON COUNTIES.....	\$ 36.13	22.40
WARREN COUNTY.....	\$ 38.04	22.40

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ELEC0001-002 06/22/2025

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.....	\$ 49.29	33.642

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ELEC0002-001 08/31/2025

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

	Rates	Fringes
Line Construction:		
Equipment Operator.....	\$ 49.68	36.5%+7.50
Groundman & Truck Driver....	\$ 37.95	36.5%+7.50
Lineman & Cable Splicer.....	\$ 57.88	36.5%+7.50

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ELEC0053-005 08/31/2025

ANDREW, ATCHINSON, BARRY, BARTON, BATES, BENTON, BUCHANAN,  
CALDWELL, CARROLL, CASS, CEDAR, CHRISTIAN, CLAY, CLINTON, DADE,  
DALLAS, DAVIES, DEKALB, DOUGLAS, GENTRY, GREENE, GRUNDY,  
STP-5507(607) & TAP-5445(613)

HARRISON, HENRY, HICKORY, HOLT, LAFAYETTE, JACKSON, JASPER,  
 LACLEDE, LAWRENCE, LIVINGSTON, JOHNSON, MCDONALD, MERCER,  
 NEWTON, NODAWAY, OZARK, PETTIS, PLATTE, POLK, RAY, SALINE, ST.  
 CLAIR, STONE, TANEY, VERNON, WEBSTER, WORTH AND WRIGHT COUNTIES

	Rates	Fringes
Line Construction:		
Groundman Powderman.....	\$ 38.44	1.5%+20.18
Groundman.....	\$ 35.86	1.5%+25.34
Lineman Operator.....	\$ 52.45	1.5%+19.34
Lineman.....	\$ 58.15	1.5%+26.69

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ELEC0095-001 06/01/2025

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

	Rates	Fringes
Electricians:		
Cable Splicers.....	\$ 25.40	12.19
Electricians.....	\$ 32.25	20.81

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ELEC0124-007 09/01/2025

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

	Rates	Fringes
Electricians.....	\$ 54.01	27.85

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ELEC0257-003 03/01/2025

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.....	\$ 40.50	23.26

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ELEC0350-002 12/01/2024

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.....	\$ 37.60	22.145

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ELEC0453-001 09/01/2024

Rates Fringes

Electricians:

CHRISITAN, DALLAS,		
DOUGLAS, GREENE, HICKORY,		
HOWELL, LACLEDE, OREGON,		
OZARK, POLK, SHANNON,		
WEBSTER and WRIGHT COUNTIES..\$ 32.40		19.11
PULASKI and TEXAS COUNTIES..\$ 39.70		19.84
STONE and TANEY COUNTIES....\$ 28.65		18.34

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 ELEC0545-003 06/01/2025

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

	Rates	Fringes
Electricians:.....	\$ 43.20	21.50

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 ELEC0702-004 01/06/2025

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

	Rates	Fringes
Line Construction:		
Groundman - Class A.....	\$ 38.18	29%+8.85
Groundman-Equipment Operator Class II (all other equipment).....	\$ 46.49	29%+8.85
Heavy-Equipment Operator Class I (all crawler type equipment D-4 and larger)...	\$ 52.13	29%+8.85
Lineman.....	\$ 74.55	29%+8.85

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 ENGI0101-001 05/01/2025

AREA 1  
 ANDREW, ATCHISON, BATES, BENTON, BUCHANAN, CALDWELL, CARROLL,  
 CHARITON, CLINTON, COOPER, DAVIESS, DEKALB, GENTRY, GRUNDY,  
 HARRISON, HENRY, HOLT, HOWARD, JOHNSON, LAFAYETTE, LINN,  
 LIVINGSTON, MERCER, NODAWAY, PETTIS, SALINE, SULLIVAN AND WORTH  
 COUNITES

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 38.83	21.87
GROUP 2.....	\$ 38.43	21.87
GROUP 3.....	\$ 36.43	21.87

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;

STP-5307(607) & TAP-5445(613)



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

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

GROUP 3: Oilers

GROUP 4: Oiler Driver (All Types)

### FOOTNOTE:

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

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

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

Shovels & backhoes, 3 yd. capacity or over.

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ENGI0101-022 05/01/2025

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.....	\$ 36.60	19.32
GROUP 2.....	\$ 36.25	19.32
GROUP 3.....	\$ 36.05	19.32
GROUP 4.....	\$ 34.00	19.32

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

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

GROUP 4: Grade checker; Oiler; Oiler-Driver

HOURLY PREMIUMS:

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

Clamshells - 3 yds. or over; Cranes - Rigs or Piledrivers,  
 STP-5507(607) & TAP-5445(613)

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

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

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

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

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

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 ENGI0513-004 05/05/2025

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

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 45.96	30.96
GROUP 2.....	\$ 45.96	30.96
GROUP 3.....	\$ 44.66	30.96
GROUP 4.....	\$ 44.22	30.96

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,  
 STP-5507(607) & TAP-5445(613)

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

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

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

GROUP 4: Crane type

HOURLY PREMIUMS:

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

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ENGI0513-006 05/01/2025

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.  
STP-5507(607) & TAP-5445(613)

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 40.39	30.33
GROUP 2.....	\$ 40.04	30.33
GROUP 3.....	\$ 39.84	30.33
GROUP 4.....	\$ 36.19	30.33

POWER EQUIPMENT OPERATORS CLASSIFICATIONS

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

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

GROUP 3: Spreader box operator, self-propelled not asphalt; tractor operator (50 h.p. or less); boilers one; chip spreader (front man); churn drill operator; compressor over 105 CFM 2-3 pumps 4" & over; 2-3 light plant 7.5 KWA or any combination thereof; clef plane operator; compressor maintenance operator 2 or 3; concrete saw operator (self-propelled); curb finishing mancine; distributor operator; finishing machine operator; flex plane operator; float operator; form grader operator; pugmill operator; riller operator other than high type asphalt; screening & washing plant operator; siphons & jets; subgrading machine operator; tank car heater (combination boiler & booster); ulmac, ulric or similar spreader; vibrating machine operator; hydrobroom.

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

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

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 ENGI0513-007 05/05/2025

ST. LOUIS CITY AND COUNTY

	Rates	Fringes
Power equipment operators:		
GROUP 1.....	\$ 45.96	30.96
GROUP 2.....	\$ 45.96	30.96
GROUP 3.....	\$ 44.66	30.96
GROUP 4.....	\$ 44.22	30.96

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; atehy force feeder loader (self-  
 propelled); backfilling machine; backhoe-loader; boat  
 operator-push boat or tow boat (job site); boiler, high  
 pressure breaking in period; boom truck, placing or  
 erecting; boring machine, footing foundation; bull- float;  
 cherry picker; combination concrete hoist & mixer (such as  
 mixer mobile); compressor (when operator runs throttle);  
 concrete breaker (truck or tractor mounted); concrete pump,  
 such as pump-crete machine; concrete saw (self-propelled),  
 concrete spreader; conveyor, large (not self-propelled),  
 hoisting or moving brick and concrete into, or into and on  
 floor level, one or both; crane, hydraulic-rough terrain,  
 self-propelled; crane hydraulic-truck or cruiser  
 mounted-under 16 tons; drilling machines, self-powered use  
 for earth or rock drilling or boring (wagon drills nd any  
 hand drills obtaining power from other sources including  
 concrete breakers, jackhammers and barco equipment-no  
 engineer required); elevating grader; engineman, dredge;  
 excavator or powerbelt machine; finishing machine,

self-propelled oscillating screed; forklift; grader, road with power blade; highlift. greaser; hoist, stack, hydro-hammer; loading machine (such as barber-greene); machanic, on job site; mixer, pipe wrapping machines; plant asphalt; plant, concrete producing or ready-mix job site; plant heating-job site; plant mixing-job site; plant power, generating-job site; pumps, two through six self-powered over 2"; pumps, electric submersible, two through six, over 4"; quad-track; roller, asphalt, top or sub-grade; scoop, tractor drawn; spreader box; sub-grader; tie tamper; tractor-crawler, or wheel type with or without power unit, power take-offs and attachments regardless of size; trenching machine; tunnel boring machine; vibrating machine automatic, automatic propelled; welding machines (gasoline or diesel) two through six; well drilling machine

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

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

HOURLY PREMIUMS:

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

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IRON0010-012 04/01/2025

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.....\$ 36.00                    34.25  
 ATCHISON, BATES, BUCHANAN,  
 CALDWELL, CARROLL, CASS,  
 CLAY, CLINTON, HENRY,  
 JACKSON, JOHNSON,  
 LAFAYETTE, PETTIS, PLATTE,  
 SALINE, AND RAY COUNTIES....\$ 39.00                    34.25

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 IRON0010-020 04/01/2025

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

	Rates	Fringes
Ironworkers:.....	\$ 36.00	34.25

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 IRON0321-002 08/01/2023

DOUGLAS, HOWELL and OZARK COUNTIES

	Rates	Fringes
Ironworker.....	\$ 27.00	20.96

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 IRON0396-004 08/06/2025

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.....	\$ 44.27	31.65

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 IRON0396-009 08/07/2024

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.....	\$ 41.67	31.25

STP-5507(607) & TAP-5445(613)

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\* IRON0577-005 06/01/2025

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

	Rates	Fringes
Ironworker.....	\$ 36.30	25.80

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IRON0782-003 08/01/2023

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

	Rates	Fringes
Ironworkers: Locks, Dams, Bridges and other major work on the Mississippi and Ohio River only.....	\$ 38.77	29.51
All Other Work.....	\$ 33.47	24.12

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LAB00042-003 06/04/2025

ST. LOUIS (City and County)

	Rates	Fringes
LABORER Plumber Laborer.....	\$ 40.82	17.56

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LAB00042-005 06/04/2025

ST. LOUIS (City and County)

	Rates	Fringes
LABORER Dynamiter, Powderman.....	\$ 40.82	17.56
Laborers, Flaggers.....	\$ 40.82	17.56
Wrecking.....	\$ 40.82	17.56

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LAB00110-005 05/01/2025

Jefferson and Washington Counties

	Rates	Fringes
LABORER (Jefferson County) GROUP 1.....	\$ 40.36	15.96
GROUP 2.....	\$ 40.36	15.96
LABORER (Washington County) GROUP 1.....	\$ 37.25	15.96
GROUP 2.....	\$ 37.25	15.96

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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  
STP-5507(607) & TAP-5445(613)

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

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

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 LAB00579-005 05/01/2023

	Rates	Fringes
LABORER (ANDREW, ATCHISON, BUCHANAN, CALDWELL, CLINTON, DAVIESS, DEKALB, GENTRY, GRUNDY, HARRISON, HOLT, LIVINGSTON, MERCER, NODAWAY and WORTH COUNTIES.)		
GROUP 1.....	\$ 29.04	16.59
GROUP 2.....	\$ 29.39	16.59
LABORER (BARRY, BARTON, BATES, BENTON, CAMDEN, CARROLL, CEDAR, CHRISTIAN, DADE, DALLAS, DOUGLAS, GREENE, HENRY. HICKORY, JASPER, JOHNSON, LACLEDE, LAWRENCE, MCDONALD, MORGAN, NEWTON, OZARK, PETTIS, POLK, ST. CLAIR, SALTINE, STONE, STP-5507(607) & TAP-5445(613)		

TANEY, VERNON, WEBSTER and  
WRIGHT COUNTIES)

GROUP 1.....	\$ 28.23	15.60
GROUP 2.....	\$ 28.78	15.60
LABORER (LAFAYETTE COUNTY)		
GROUP 1.....	\$ 29.78	15.85
GROUP 2.....	\$ 30.13	15.85

LABORERS CLASSIFICATIONS

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

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

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LAB00660-004 05/01/2025

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 37.25	15.96
GROUP 2.....	\$ 37.25	15.96

LABORERS CLASSIFICATIONS

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

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

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LAB00660-006 06/02/2025

Lincoln, Montgomery, St Charles and Warren Counties

	Rates	Fringes
LABORER (Common or General).....	\$ 36.91	15.62
Lincoln, Monntomery, and Warrner Counties.....	\$ 39.76	15.96
St. Charles County.....	\$ 41.18	15.96

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LAB00662-001 05/01/2025

Callaway, Cole, Miller and Moniteau Counties

	Rates	Fringes
STP-5507(607) & TAP-5445(613)		

LABORER

GROUP 1.....	\$ 37.25	15.96
GROUP 2.....	\$ 37.25	15.96

LABORERS CLASSIFICATIONS

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

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

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LAB00663-002 04/01/2025

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates Fringes

LABORER

GROUP 1.....	\$ 36.24	15.87
GROUP 2.....	\$ 37.45	15.87

LABORERS CLASSIFICATIONS

STP-5307(607) & TAP-5445(613)

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.

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 LAB00840-011 05/01/2025

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

	Rates	Fringes
LABORER (Crawford, Dent, Gasconade, Howell, Maries, Oregon, Osage, Phelps, Pulaski, Shannon and Texas Counties)		
GROUP 1.....	\$ 37.25	15.96
GROUP 2.....	\$ 37.25	15.96
LABORER (Franklin County)		
GROUP 1.....	\$ 40.31	15.96
GROUP 2.....	\$ 40.31	15.96
STP-5507(607) & TAP-5445(613).....	\$ 40.31	15.96

LABORERS CLASSIFICATIONS

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

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

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LAB00955-012 05/01/2025

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

	Rates	Fringes
LABORER		
GROUP 1.....	\$ 37.25	15.96
GROUP 2.....	\$ 37.25	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders;  
STP-5507(607) & TAP-5445(613)

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

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

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 LAB01104-005 05/01/2025

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.....	\$ 37.25	15.96
GROUP 2.....	\$ 37.25	15.96

LABORERS CLASSIFICATIONS

GROUP 1 - General laborer-flagman, carpenter tenders; salamander Tenders; Dump Man; Ticket Takers; loading trucks under bins, hoppers, and conveyors; track man; cement

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

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

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 PAIN0002-002 09/01/2007

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

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

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 STP-5507(607) & TAP-5445(613)

PAIN002-006 04/01/2023

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

Rates Fringes

Painters:

Bridges, Dams, Locks or Powerhouses.....	\$ 28.49	15.03
Brush and Roll; Taping, Paperhanging.....	\$ 26.49	15.03
Epoxy or Any Two Part Coating; Sandblasting; Stage or other Aerial Work - Platforms over 50 feet high; Lead Abatement.....	\$ 27.49	15.03
Spray; Structural Steel (over 50 feet).....	\$ 27.49	15.03
Tapers using Ames or Comparable Tools.....	\$ 27.24	15.03

PAIN003-004 04/01/2019

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

Rates Fringes

Painters:

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

PAIN003-011 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		

STP-5507(607) & TAP-5445(613)

Sander; Sprayman; Dipping...	\$ 26.35	17.76
Steeplejack.....	\$ 29.58	17.76

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PAIN1185-008 04/01/2025

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

	Rates	Fringes
Painters:		
Brush and Roller.....	\$ 33.90	17.21
Floor Work.....	\$ 34.90	17.21
Lead Abatement.....	\$ 33.25	17.21
Spray.....	\$ 34.90	17.21
Structural Steel, Sandblasting and All Tank Work.....	\$ 35.90	17.21
Taping, Paperhanging.....	\$ 34.90	17.21

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\* PAIN1292-002 09/01/2025

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.....	\$ 36.53	17.92
Brush & Roller.....	\$ 29.80	17.92
Spray & Abrasive Blasting; Waterblasting (over 5000 PSI).....	\$ 38.53	17.92

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

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\* PAIN1292-003 09/01/2025

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

	Rates	Fringes
Painters:		
Bridges, Stacks & Tanks.....	\$ 36.53	17.92
Brush & Roller.....	\$ 30.95	17.92
Spray & Abrasive Blasting; Waterblasting (Over 5000 PSI).....	\$ 38.53	17.92

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

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PAIN2012-001 04/01/2025

ANDREW, ATCHISON, BUCHANAN, DE KALB, GENTRY, HOLT, NODAWAY &  
STP-5507(607) & TAP-5445(613)

WORTH COUNTIES

	Rates	Fringes
Painters:		
Brush & Roller.....	\$ 36.18	19.97
Sandblaster.....	\$ 40.76	19.97
Steeplejack.....	\$ 44.33	19.97

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PAIN2015-001 04/01/2012

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

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

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PLAS0518-006 03/01/2025

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...	\$ 30.37	12.43

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PLAS0518-007 04/01/2025

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

	Rates	Fringes
Cement Masons:.....	\$ 39.06	18.71

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PLAS0518-011 04/01/2025

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

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 40.13	20.50

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PLAS0518-019 03/01/2025

Adair, Audrain, Benton, Boone, Callaway, Caldwell, Camden,  
Carroll, Chariton, Cole, Cooper, Daviess, Gasconade, Grundy,  
Harrison, Howard, Linn, Livingston, Macon, Maries, Mercer,  
Miller, Moniteau, Monroe, Montgomery, Morgan, Osage, Pettis,  
STP-5507(607) & TAP-5445(613)

Putnam, Randolph, Saline, Schuyler, Shelby and Sullivan Counties

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 33.52	15.88
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PLAS0527-001 04/01/2023		

	Rates	Fringes
CEMENT MASON		
FRANKLIN, LINCOLN AND		
WARREN COUNTIES.....	\$ 37.29	20.23
JEFFERSON, ST. CHARLES		
COUNTIES AND ST. LOUIS		
(City and County).....	\$ 38.46	20.13
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PLAS0527-004 06/01/2023		

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

	Rates	Fringes
CEMENT MASON.....	\$ 32.00	19.72
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PLAS0908-001 05/01/2025		

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

	Rates	Fringes
CEMENT MASON.....	\$ 35.10	18.78
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PLUM0008-003 06/01/2024		

CASS, CLAY, JACKSON, JOHNSON, AND PLATTE COUNTIES

	Rates	Fringes
Plumbers.....	\$ 56.63	24.54
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PLUM0008-017 06/01/2024		

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

	Rates	Fringes
Plumbers.....	\$ 56.63	24.54
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PLUM0045-003 08/01/2024		

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

Plumbers and Pipefitters.....\$ 47.45 26.15

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PLUM0178-003 11/01/2024

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

Rates Fringes

Plumbers and Pipefitters.....\$ 39.35 15.72

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PLUM0178-006 11/01/2022

BARTON, JASPER, MCDONALD AND NEWTON COUNTIES

Rates Fringes

Plumbers and Pipefitters  
Projects \$750,000 & under...\$ 32.78 15.32  
Projects over \$750,000.....\$ 35.75 15.32

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PLUM0533-004 06/01/2024

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

Rates Fringes

Pipefitters.....\$ 55.56 25.80

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PLUM0562-004 07/01/2023

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

Rates Fringes

Plumbers and Pipefitters  
Mechanical Contracts  
including all piping and  
temperature control work  
\$7.0 million & under.....\$ 46.66 21.99  
Mechanical Contracts  
including all piping and  
temperature control work  
over \$7.0 million.....\$ 46.66 21.99

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PLUM0562-016 07/01/2023

CAMDEN, COLE, CRAWFORD, FRANKLIN, JEFFERSON, MARIES, MILLER,  
MONITEAU, OSAGE, PHELPS, PULASKI, ST. CHARLES, ST. LOUIS (City  
STP-5307(607) & TAP-5445(613))

and County), WARREN and WASHINGTON COUNTIES

	Rates	Fringes
Plumbers		
Mechanical Contracts including all piping and temperature control work \$7.0 million & under.....	\$ 46.66	21.99
Mechanical Contracts including all piping and temperature control work over \$7.0 million.....	\$ 46.66	21.99

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TEAM0013-001 05/01/2025

	Rates	Fringes
Truck drivers (ADAIR, BUTLER, CLARK, DUNKIN, HOWELL, KNOX, LEWIS, OREGON, PUTNAM, RIPLEY, SCHUYLER AND SCOTLAND COUNTIES)		
GROUP 1.....	\$ 35.84	15.85
GROUP 2.....	\$ 35.99	15.85
GROUP 3.....	\$ 36.11	15.85
GROUP 4.....	\$ 35.74	15.85
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.....	\$ 36.57	15.85
GROUP 2.....	\$ 36.72	15.85
GROUP 3.....	\$ 36.84	15.85
GROUP 4.....	\$ 36.73	15.85
Truck drivers (FRANKLIN, JEFFERSON and ST. CHARLES COUNTIES)		
GROUP 1.....	\$ 38.93	15.85
GROUP 2.....	\$ 39.08	15.85
GROUP 3.....	\$ 39.15	15.85
GROUP 4.....	\$ 39.04	15.85
Truck drivers (LINCOLN and WARREN COUNTIES)		
GROUP 1.....	\$ 37.58	15.85
GROUP 2.....	\$ 38.73	15.85
GROUP 3.....	\$ 37.80	15.85
GROUP 4.....	\$ 37.69	15.85

TRUCK DRIVERS CLASSIFICATIONS:

GROUP 1: Flat Bed Trucks, Single Axle; Station Wagons;  
Pickup Trucks; Material Trucks, Single Axle; Tank Wagon,  
Single Axle  
STP-5507(607) & TAP-5445(613)

GROUP 2: Agitator and Transit Mix Trucks

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

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

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TEAM0056-001 05/01/2025

	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.....	\$ 36.27	15.85
GROUP 2.....	\$ 36.43	15.85
GROUP 3.....	\$ 36.42	15.85
GROUP 4.....	\$ 36.54	15.85
Truck drivers: (ATCHISON, BARRY, GENTRY, GRUNDY, HARRISON, HOLT, MCDONALD, MERCER, NODAWAY, OZARK, STONE, SULLIVAN, TANEY AND WORTH COUNTIES)		
GROUP 1.....	\$ 35.54	15.85
GROUP 2.....	\$ 35.70	15.85
GROUP 3.....	\$ 35.69	15.85
GROUP 4.....	\$ 35.81	15.85
Truck drivers; (BUCHANAN, JOHNSON AND LAFAYETTE COUNTIES)		
GROUP 1.....	\$ 35.93	15.75
GROUP 2.....	\$ 36.04	15.75
GROUP 3.....	\$ 36.08	15.75
GROUP 4.....	\$ 36.08	15.75

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.  
STP-5507(607) & TAP-5445(613)

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

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 TEAM0245-001 03/26/2012

BARRY, BARTON, CAMDEN, CEDAR, CHRISTIAN, DALLAS, DENT, DOUGLAS, GREENE, HICKORY, HOWELL, JASPER, LACLEDE, LAWRENCE, MCDONALD, MILLER, NEWTON, OZARK, PHELPS, POLK, PULASKI, SHANNON, STONE, TANEY, TEXAS, VERNON, WEBSTER AND WRIGHT COUNTIES

Rates Fringes

Truck drivers:

Traffic Control Service  
 Driver.....\$ 20.45 0.00

PAID HOLIDAYS: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, employee's birthday and 2 personal days.

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 TEAM0541-001 04/01/2025

CASS, CLAY, JACKSON, PLATTE AND RAY COUNTIES

Rates Fringes

Truck drivers:

GROUP 1.....\$ 38.61 15.85  
 GROUP 2.....\$ 38.04 15.85  
 GROUP 3.....\$ 37.52 15.85

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1: Mechanics and Welders, Field; A-Frame Low Boy-Boomeruck Driver.

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

GROUP 3: Oilers and Greasers - Field

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 TEAM0682-002 05/01/2025

ST LOUIS CITY AND COUNTY

Rates Fringes

Truck drivers:

GROUP 1.....\$ 37.83 9.85+a+b+c  
 GROUP 2.....\$ 37.83 9.85+a+b+c  
 GROUP 3.....\$ 37.83 9.85+a+b+c  
 STP-5507(607) & TAP-5445(613)

a. PENSION: 5/1/2012 - \$182.20 per week.

b. HAZMAT PREMIUM: If Hazmat certification on a job site is required by a state or federal agency or requested by project owner or by the employer, employees on that job site shall receive \$1.50 premium pay.

TRUCK DRIVERS CLASSIFICATIONS

GROUP 1 - Pick-up trucks; forklift, single axle; flatbed trucks; job site ambulance, and trucks or trailers of a water level capacity of 11.99 cu. yds. or less

GROUP 2 - Trucks or trailers of a water level capacity of 12.0 cu yds. up to 22.0 cu yds. including euclids, speedace and similar equipment of same capacity and compressors

GROUP 3 - Trucks or trailers of a water level capacity of 22.0 cu. yds & over including euclids, speedace & all floats, flatbed trailers, boom trucks, winch trucks, including small trailers, farm wagons tilt-top trailers, field offices, tool trailers, concrete pumps, concrete conveyors & gasoline tank trailers and truck mounted mobile concrete mixers

FOOTNOTE FOR TRUCK DRIVERS:

c. PAID HOLIDAYS: Christmas Day, Independence Day, Labor Day, Memorial Day, Veterans Day, New Years Day, Thanksgiving Day

d. PAID VACATION: 3 days paid vacation for 600 hours of service in any one contract year; 4 days paid vacation for 800 hours of service in any one contract year; 5 days paid vacation for 1,000 hours of service in any one contract year. When such an employee has completed 3 years of continuous employment with the same employer and then works the above required number of hours, he shall receive double the number of days of vacation specified above. When such an employee has completed 10 years of continuous employment with the same employer and then works the above required number of hours, he shall receive triple the number of days of vacation specified above. When such an employee has completed 15 years of continuous employment with the same employer and then works the above required number of hours, he shall receive 4 times the number of days of vacation specified above.

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.  
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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including

preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Note: Executive Order 13658 generally applies to contracts subject to the Davis-Bacon Act that were awarded on or between January 1, 2015 and January 29, 2022, and that have not been renewed or extended on or after January 30, 2022. Executive Order 13658 does not apply to contracts subject only to the Davis-Bacon Related Acts regardless of when they were awarded. If a contract is subject to Executive Order 13658, the contractor must pay all covered workers at least \$13.30 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 2025. The applicable Executive Order minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under Executive Order 13658 is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

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The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

#### Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate 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. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

#### Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE:

UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

#### Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the 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. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

#### State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

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#### WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to [davisbaconinfo@dol.gov](mailto:davisbaconinfo@dol.gov) or by mail to:

Branch of Wage Surveys  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to [BCWD-Office@dol.gov](mailto:BCWD-Office@dol.gov) or by mail 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 an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to [dba.reconsideration@dol.gov](mailto:dba.reconsideration@dol.gov) or by mail 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 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.

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END OF GENERAL DECISION"